

FORM OF MUTUAL INDEMNITY FOR DRIVERS (NON-FORKLIFT)

Date: _____, 20__

ADP, Inc. hereby agrees to indemnify and hold harmless Provider, its officers, agents and employees, from and against all direct loss, damage, expense and liability resulting from an injury to, or death of, any person (other than employees of Provider), or any property damage or loss (including the vehicle and contents) (“Losses”), arising out of the use of ADP vehicles, except to the extent of any Losses arising from, or related to, the negligence, recklessness or willful misconduct of Provider or any employee of Provider.

Provider hereby agrees to indemnify and hold harmless ADP, Inc., its subsidiaries and affiliates, and its and their respective officers, agents, employees from and against all direct Losses arising from, or related to, the negligence, recklessness or willful misconduct of Provider or any employee of Provider in connection with the use of ADP vehicles.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (OTHER THAN IN CONNECTION WITH THIRD PARTY CLAIMS) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

This agreement does not limit Provider’s obligation to provide workers’ compensation insurance for its employees as required by state law.

ADP, Inc.

By: _____
Name:
Title:

PROVIDER:

By: _____
Name:
Title: