

Independent Owner Contractor Agreement



____ ("CARRIER"), a motor carrier operating pursuant to authority issued by state and/or federal agencies, and _____ ("INDEPENDENT CONTRACTOR"), in consideration of the covenants and agreements contained herein, enter into this Independent Contractor Agreement ("Agreement")

AUTHORIZATION TO SIGN AGREEMENT

Any regular employee or agent of CARRIER to whom this form is entrusted is authorized by CARRIER to sign and perform this Agreement on its behalf.

1. PROVISION OF SERVICES AND EQUIPMENT

During the time period set forth in Paragraph 2, INDEPENDENT CONTRACTOR shall provide CARRIER transportation related services and the Equipment set forth in Addendum A ("Equipment"). INDEPENDENT CONTRACTOR represents and warrants that INDEPENDENT CONTRACTOR title to or is authorized to contract the Equipment and services to CARRIER.

2. DURATION OF AGREEMENT - 49 CFR 376.12(b)

This Agreement shall begin on the date indicated on the signature page and shall remain in effect for a period of not less than 30 days from that date, but then may be terminated in accordance with the provisions of paragraph 4, provided, however, that this Agreement may be terminated at any time in accordance with the provisions of paragraph 9.

3. COMPENSATION - 49 CFR 376.12(d)

It is expressly understood and agreed that INDEPENDENT CONTRACTOR's compensation shall be as set forth in Addendum B and such compensation shall constitute the total compensation for everything furnished, provided, or done by INDEPENDENT CONTRACTOR in connection with this Agreement, including drivers' services. All mileage computations shall be based on the CARRIER's mileage guide. If INDEPENDENT CONTRACTOR's compensation is based on a percentage of gross revenue for a shipment, then, for purposes of computing INDEPENDENT CONTRACTOR's compensation, gross revenue means those monies received by CARRIER from the shipper or consignee for the transportation of commodities by INDEPENDENT CONTRACTOR on behalf of CARRIER less any direct or indirect cost, expense, or fee causing a reduction in revenue to CARRIER, and less any surcharges instituted by CARRIER.

PAYMENT PERIOD

CARRIER shall compensate INDEPENDENT CONTRACTOR for service performed under this Agreement, including that of authorized trip-leases, within 15 days after submission by INDEPENDENT CONTRACTOR to CARRIER of log books required by applicable federal, state and local laws, ordinances, regulations, order and agency guidelines, including the Department of Transportation, and the following documents, as applicable, necessary to prove the performance of transportation and related services, prove the acceptance of such transportation and related services by the shipper or consignee, and substantiate a freight bill covering any shipment on which credit has been extended:

- | | |
|--|--|
| (a) shipping order copy of the bill of lading; | (d) pier receipts; |
| (b) fuel receipts; | (e) detention records and gate passes; and |
| (c) turnpike tickets; | (f) signed delivery receipt. |

Submission of such documents is hereby defined to mean receipt of the documents by CARRIER as its principal office or other location designated by CARRIER. CARRIER, shall not be required to compensate INDEPENDENT CONTRACTOR for service evidenced by inaccurate or incomplete documents unless and until such time as the documents are corrected and/or completed. CARRIER shall promptly make any adjustments necessary to correct any mathematical errors or any amount based on documents later determined to be inaccurate. Compensation is defined to mean issuance of a check to INDEPENDENT CONTRACTOR or credit to INDEPENDENT CONTRACTOR's settlement statement. Adjustments may be made by credit or debit entry to said statement INDEPENDENT CONTRACTOR shall also submit to CARRIER trip manifest and other documents required by CARRIER but submission of such additional documents shall not be a prerequisite to payment of the compensation.

4. TERMINATION

Subject to the provisions of paragraph 2, this Agreement may be terminated by INDEPENDENT CONTRACTOR for any reason by giving fourteen (14) days' and CARRIER for any reason by giving 1 (one) day written notice to that effect to the other party either personally, by mail, or by FAX machine at the address or FAX number shown at the end of this Agreement.

5. INDEPENDENT CONTRACTOR'S RESPONSIBILITIES

A. Compliance with Pertinent Laws and Regulations

- i. INDEPENDENT CONTRACTOR shall provide competent drivers who meet all of the requirements of the U.S. Department of Transportation, including but not limited to, familiarity and compliance with state and federal motor carrier safety laws and regulations.
- ii. INDEPENDENT CONTRACTOR represents and warrants that all operations conducted pursuant to this Agreement shall be in full compliance with the Federal Motor Carrier Safety Regulations and all other applicable state and federal laws and regulations.
- iii. INDEPENDENT CONTRACTOR shall carry a copy of this Agreement in the Equipment at all times and file with CARRIER, on a timely basis, all log sheets, physical examination certificates, accident reports, and any other required data, documents, or reports.
- iv. INDEPENDENT CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, or other papers identifying the property carried on the Equipment during the period it is contracted shall be those of CARRIER, or as authorized by CARRIER, and shall indicate that the property transported is under the responsibility of CARRIER or a carrier with which the Equipment has been subcontracted.

I. INDEPENDENT CONTRACTOR shall, at its sole cost and expense, provide all the Equipment ready to operate and fully roadworthy, including the necessary licenses, permits, cab cards, vehicle identification stamps, and state base plates, and shall furnish all necessary oil, fuel, tires, and other parts, supplies and equipment necessary or required for the safe and efficient operation and maintenance of the Equipment, including repairs for the operation of such Equipment; and shall pay all other expenses incident to such operation, including but not limited to, highway use taxes, weight taxes, state property or indefinite situs taxes, fuel taxes, license, permit and registration fees, ferry and toll charges, and detention and accessorial charges not collected by CARRIER because of INDEPENDENT CONTRACTOR's failure to provide the required: documentation.

II. Toll Way Obligations - INDEPENDENT CONTRACTOR acknowledges that under various provisions of the laws in the various States the INDEPENDENT CONTRACTOR is liable for the payment of any and all tolls and any fines for toll evasion incurred for any vehicle that has a third party's license plate on same. It is acknowledged by the undersigned that INDEPENDENT CONTRACTOR carries the responsibility for any and all tolls and any fines for toll evasion. That INDEPENDENT CONTRACTOR upon executing this lease is fully aware that INDEPENDENT CONTRACTOR shall be responsible for any and all toll liability and fines for toll evasion.

INDEPENDENT CONTRACTOR further acknowledges that INDEPENDENT CONTRACTOR shall be responsible to CARRIER for a processing fee of \$50.00 for any and all violations that the CARRIER or the third-party plate provider receives and must forward proof of liability to the respected authority. INDEPENDENT CONTRACTOR can avoid this processing fee by simply paying all tolls as incurred.

III. If Carrier receives a refund or credit for a state base plate purchased by INDEPENDENT CONTRACTOR from, and issued in the name of, CARRIER, or if such base plate is authorized by INDEPENDENT CONTRACTOR to be resold by CARRIER to another INDEPENDENT CONTRACTOR, CARRIER shall refund to INDEPENDENT CONTRACTOR a prorated share of the amount once resold to another INDEPENDENT CONTRACTOR.

IV. Fuel Use Tax Payments. INDEPENDENT CONTRACTOR has selected one of the two options listed below.

OPTION 1

_____ INDEPENDENT CONTRACTOR will receive CARRIER's IFTA license and tractor decal.
(Independent Contractor's Initials)

INDEPENDENT CONTRACTOR agrees to submit, to CARRIER, without fail, the required IFTA trip reports and fuel receipts. INDEPENDENT CONTRACTOR agrees to submit required IFTA Trip Reports on forms supplied by the CARRIER and furnish documentation for all miles driven and gallons of fuel purchased on a state-by-state basis in a legible, accurate and timely manner. INDEPENDENT CONTRACTOR further agrees that failure to submit the required IFTA Trip Reports will result in forfeiture of CARRIER's IFTA license and decal. At CARRIER's request, CONTRACTOR will return CARRIER's IFTA license and decal to CARRIER. INDEPENDENT CONTRACTOR acknowledges that IFTA license and decal are the property of CARRIER will be returned to CARRIER promptly upon the termination of INDEPENDENT CONTRACTOR's lease with CARRIER. Failure to return CARRIER's property will result in withholding funds due to INDEPENDENT CONTRACTOR as outlined in Escrow.

Within thirty (30) days following the close of each quarterly tax period, CARRIER shall provide a report showing all credits and debits by taxing jurisdiction on account of activities of the INDEPENDENT CONTRACTOR during the reporting period. If the net of credits and debits for all taxing jurisdictions shows that INDEPENDENT CONTRACTOR has a net credit, CARRIER shall pay CONTRACTOR the amount of such net credit forthwith; if the net of credits and debits for all taxing jurisdictions shows that the INDEPENDENT CONTRACTOR has a net debit, CARRIER shall be entitled to deduct the amount of such net debit from the INDEPENDENT CONTRACTOR's compensation.

OPTION 2

_____ INDEPENDENT CONTRACTOR has secured his/her own IFTA license and decal as listed below.
(Independent Contractor's Initials)

Accordingly, INDEPENDENT CONTRACTOR acknowledges that he/she is solely responsible for recording and reporting all travel miles and fuel purchases to the proper jurisdictions. INDEPENDENT CONTRACTOR further acknowledges that he/she is solely responsible for payment of all resulting tax liability. If the INDEPENDENT CONTRACTOR so elects, INDEPENDENT CONTRACTOR will provide CARRIER with a copy of all fuel tax documentation within 30 days after filing date.

- V. Unless otherwise required by law, empty mileage expense shall be borne by INDEPENDENT CONTRACTOR.
 - VI. INDEPENDENT CONTRACTOR shall be responsible for maintaining and shall maintain the Equipment in safe condition and in complete compliance with all laws and regulations of the states in which INDEPENDENT CONTRACTOR operates, the Department of Transportation, and the Federal Motor Carrier Safety Administration.
 - VII. INDEPENDENT CONTRACTOR agrees to pay all fines imposed for violation of any law or regulation by the state in which INDEPENDENT CONTRACTOR operates, the Department of Transportation, or the Federal Motor Carrier Safety Adm., where such violation results, at least partially, from the acts or omissions of INDEPENDENT CONTRACTOR.
 - VIII. Except when the violation results from the acts or omissions of CARRIER, INDEPENDENT CONTRACTOR shall assume the risks and costs of fines for overweight and oversize trailers.
 - IX. INDEPENDENT CONTRACTOR shall pay for and defend, indemnify and hold CARRIER harmless for any loss, damage, fines, expense, including reasonable attorney's fees, actions and claims arising out of, or in connection with, the cleaning up of any accident or any spills involving the Equipment or the INDEPENDENT CONTRACTOR's services not otherwise covered by CARRIER's insurance.
- B. **Cargo Claims (49 CFR 376.12(j)) -**
Unless the claim is covered and paid for by CARRIER's insurer with no expense to CARRIER, INDEPENDENT CONTRACTOR shall be liable for, and shall pay, all cargo claims, including but not limited to, delay, shortages, miss delivery, and claims relating to lost or contaminated loads, arising out of, or in connection with INDEPENDENT CONTRACTOR's services.
- C. **Trailer Damage (49 CFR 376.12(j)) -**
INDEPENDENT CONTRACTOR shall be liable for, and pay, all direct, indirect and consequential damage, including but not limited to, towing charges and reasonable attorney's fees, arising out of, or in connection with, INDEPENDENT CONTRACTOR's

use of: CARRIER's trailers, CARRIER's customer's trailers, other equipment of CARRIER's, or equipment of any other carrier.

D. Insurance (49 CFR 376.12(j)) -

The responsibilities and obligations between CARRIER and INDEPENDENT CONTRACTOR involving insurance shall be as specified in paragraph 6. CARRIER shall have no insurance responsibilities or obligations pertaining to INDEPENDENT CONTRACTOR other than those expressly stated in this Agreement or mandated by law.

E. INDEPENDENT CONTRACTOR may obtain the required "bobtail insurance" from any insurance company of its choosing. In the event INDEPENDENT CONTRACTOR chooses to purchase the required bobtail insurance, or any other form of insurance coverage for the operation of INDEPENDENT CONTRACTORs equipment, which CARRIER may make available as a convenience to INDEPENDENT CONTRACTOR, CARRIER shall be and is hereby authorized to deduct the costs of such insurance along with the administrative charges for obtaining the insurance, directly from INDEPENDENT CONTRACTOR's Settlement(s).

F. Accidents -

INDEPENDENT CONTRACTOR shall immediately report any accident to CARRIER involving operations under this Agreement, including INDEPENDENT CONTRACTOR's written report of such accident. INDEPENDENT CONTRACTOR shall reimburse CARRIER for all amounts CARRIER is obligated to pay in the form of an insurance deductible for any accident involving INDEPENDENT CONTRACTOR or its drivers that occurs in the performance of this Agreement. In the event INDEPENDENT CONTRACTOR fails to notify CARRIER of the accident within twelve (12) hours from the time of the accident, INDEPENDENT CONTRACTOR shall be liable for any and all damages resulting from that failure to notify, including but not limited to consequential damages, fines, claims by third parties and reasonable attorney fees.

G. Hold Harmless -

INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold harmless CARRIER from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney's fees, action, settlement investigation, claim for injury to persons, including death, and damage to property which CARRIER may incur arising out of or in connection with INDEPENDENT CONTRACTOR obligations under this Agreement. CARRIER is hereby authorized to withhold all sums to which it is entitled hereunder, including a reserve for claims in an amount sufficient to reimburse CARRIER, to the extent provided herein for liability or expense due to shortage, damage or other losses as may be apparent from notations or delivery receipts or such other information as may be filed with or made known to CARRIER from any trip settlement or final settlement due to INDEPENDENT CONTRACTOR.

6. CARRIER'S RESPONSIBILITIES

A. Inspection of Equipment.

CARRIER certifies that, the Equipment was inspected by responsible and competent agents.

B. Identification of Equipment (49 CFR 376.11(c)) -

CARRIER shall identify the Equipment in accordance with the regulations of the Federal Motor Carrier Safety Administration, Department of Transportation, and appropriate state regulatory agencies. CARRIER shall have the right to place and maintain on the equipment, CARRIER's name and any lettering, advertisement, slogans or designs as CARRIER may choose. INDEPENDENT CONTRACTOR shall remove such identification at the termination of this Agreement or while operating such Equipment for any purpose other than conducting CARRIER's business. INDEPENDENT CONTRACTOR further agrees to keep the Equipment in clean appearance and identified as described herein, at its sole cost and expense.

C. Insurance.

Unless authorized to be self-insured, CARRIER shall maintain public liability, property damage, and cargo insurance in such amounts as are required by the Federal Motor Carrier Safety Administration, Department of Transportation, and applicable state regulatory agencies. CARRIER shall maintain insurance coverage for the protection of the public pursuant to the Federal Motor Carrier Safety Administration's regulations under 49 U.S.C. §13906. CARRIER's self-insurance or possession of legally required insurance in no way restricts CARRIER's right of indemnification from INDEPENDENT CONTRACTOR under Paragraph 5(F) and other provisions of this Agreement.

D. INDEPENDENT CONTRACTOR's Insurance -

INDEPENDENT CONTRACTOR shall maintain in force and effect throughout the period of this Agreement public liability and

property damage insurance covering the Equipment when not operated in the service of nor operated for the carrier. Said insurance shall be in the amount of at least \$500,000.00 (combined single limits covering "bob-tail" and "dead-heading") and INDEPENDENT CONTRACTOR shall furnish CARRIER with a Certificate of Insurance naming CARRIER as an additional insured. INDEPENDENT CONTRACTOR shall maintain in effect insurance coverage for collision, fire, theft, or another catastrophe. INDEPENDENT CONTRACTOR shall maintain in effect workers' compensation insurance when required by law.

- E. Exclusive possession of Equipment by CARRIER notwithstanding, INDEPENDENT CONTRACTOR as party having physical control over Equipment agrees to be fully responsible for its safekeeping and CARRIER assumes no liability for fire, theft, or damage to Equipment.

7. INDEPENDENT CONTRACTOR NOT EMPLOYEE OF CARRIER

It is expressly understood and agreed that INDEPENDENT CONTRACTOR is an independent contractor for the Equipment and driver services provided pursuant to this Agreement, and that INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting CARRIER's interests, brought by INDEPENDENT CONTRACTOR's employees, any union, the public, or state or federal agencies, arising out of the operation of the Equipment pursuant to this Agreement. In this regard, INDEPENDENT CONTRACTOR's hereby assumes full control and responsibility for all hours scheduled and worked, wages, salaries, workers' compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to the use of drivers provided by INDEPENDENT CONTRACTOR pursuant to this Agreement. INDEPENDENT CONTRACTOR agrees to defend, indemnify, and hold harmless in any workers' compensation claim or proceeding brought against CARRIER by any driver furnished by INDEPENDENT CONTRACTOR pursuant to this Agreement. INDEPENDENT CONTRACTOR agrees to cooperate with CARRIER and provide CARRIER proof of compliance with the provisions of this Section 7 when requested by CARRIER. As required by law, CARRIER agrees to file information tax returns (Form 1099) on behalf of independent contractor if INDEPENDENT CONTRACTOR is paid more than the statutory amount in compensation during a calendar year. INDEPENDENT CONTRACTOR, and all agents, employees, and servants of INDEPENDENT CONTRACTOR, shall be deemed for all purposes to be INDEPENDENT CONTRACTORS and not employees of CARRIER, including for purposes of withholding Federal Income Taxes, and Social Security Taxes under the Internal Revenue Code and under similar state status.

8. STATE SPECIFIC PROVISIONS -

For purposes of clarity in establishing the independent contractor relationship between CARRIER and INDEPENDENT CONTRACTOR so as to fully satisfy the requirements of State Unemployment Insurance Law relating to the exclusion of services performed by an individual truck/tractor owner operator independent contractor from the term "employment," the parties agree as follows:

- A. INDEPENDENT CONTRACTOR either leases the Equipment or holds title to the Equipment, and the Equipment is used primarily for the transportation of property.
- B. INDEPENDENT CONTRACTOR can NOT reject loads CARRIER tenders to INDEPENDENT CONTRACTOR.
- C. As set forth in this Agreement, INDEPENDENT CONTRACTOR shall pay all costs of licensing and operating the Equipment (except when Federal or State law or regulation requires CARRIER to pay); these costs shall not be separately reimbursed by any other individual or entity.
- D. INDEPENDENT CONTRACTOR is required to perform services, or be available to perform services, at specific times or according to a schedule or for a number of hours specified by CARRIER; however, the parties agree that CARRIER shall be free to communicate to INDEPENDENT CONTRACTOR any shipper, consignor or consignee requirements for lawful transit times, pickup times and scheduled deliveries with no effect on INDEPENDENT CONTRACTOR's status as an independent contractor.
- E. INDEPENDENT CONTRACTOR shall at his or her expense maintain a separate business identity, offering or advertising his or her services to the public, by displaying his/its name and address on the Equipment or otherwise.
- F. INDEPENDENT CONTRACTOR has the right to terminate the Agreement as provided herein, without incurring any legal or equitable liability to CARRIER other than the liability related to cargo damage, property damage or personal injury caused as a result of the INDEPENDENT CONTRACTOR's operation of the Equipment, and the other INDEPENDENT CONTRACTOR liabilities set forth herein. After termination, INDEPENDENT CONTRACTOR has the right to perform the same or similar services, on whatever basis and whenever he or she chooses, for persons or entities other than CARRIER.

8. INTERCHANGE OF EQUIPMENT BETWEEN AUTHORIZED CARRIERS - 49 CFR 376.22

CARRIER Lessor, having exclusive possession, control and use of the equipment covered under this lease, under its sole discretion, may interchange this equipment to other authorized carriers.

9. BREACH

Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated, at any time, by either party in the event of a breach by the other of any term or obligation contained in this Agreement. In the event of a breach and when practicable, written notice shall be served upon the breaching party, notifying such party of the breach and the termination of the Agreement and reason(s) therefore. If, in CARRIER's judgment, INDEPENDENT CONTRACTOR has subjected CARRIER to liability because of INDEPENDENT CONTRACTOR's acts or omissions, CARRIER may take possession of the lading entrusted to INDEPENDENT CONTRACTOR and complete performance, using the same Equipment or any other equipment. In such event, INDEPENDENT CONTRACTOR shall waive any recourse against CARRIER for such action and INDEPENDENT CONTRACTOR shall reimburse CARRIER for all direct or indirect costs, expenses, or damages including reasonable attorney's fees incurred by CARRIER as a result of CARRIER's taking possession of the lading and completing performance.

10. SETTLEMENT PERIOD - 49 CFR 376.12M

CARRIER shall settle with INDEPENDENT CONTRACTOR with respect to services provided under this Agreement or an authorized trip-lease within 15 calendar days after INDEPENDENT CONTRACTOR's submission, in proper form, of those documents necessary for CARRIER to secure payment, including, but not necessarily limited to, the signed freight bill, delivery receipt or bill of lading, and properly completed logs as required by the Department of Transportation. Except in the case of trip leases or broker loads, CARRIER shall settle with INDEPENDENT CONTRACTOR within 15 days after full payment of the freight bill is received by CARRIER.

If INDEPENDENT CONTRACTOR's compensation is based on a percentage of the gross revenue for a shipment, then CARRIER will give INDEPENDENT CONTRACTOR, before or at the time of settlement, a copy of the rated freight bill, subject to CARRIER's right to delete the names of shippers and consignees, and INDEPENDENT CONTRACTOR may examine copies of the CARRIER's tariff relating to the services upon which settlement is based. CARRIER shall have the right to review all of INDEPENDENT CONTRACTOR's documents and records relating to the use of the Equipment and to the services provided under this Agreement, and INDEPENDENT CONTRACTOR agrees to provide CARRIER with access to such documents and records upon reasonable notice.

11. INDEPENDENT CONTRACTOR NOT REQUIRED TO PURCHASE PRODUCTS, EQUIPMENT, OR SERVICES FROM CARRIER - 49 CFR 376.12(1)

INDEPENDENT CONTRACTOR is not required to purchase or rent any products, equipment, or services from CARRIER as a condition of entering into this Agreement.

12. CHARGE BACK - 49 CFR 376.12(h)

CARRIER shall charge back to INDEPENDENT CONTRACTOR at the time of payment or settlement, any expenses CARRIER has borne that, under this Agreement, INDEPENDENT CONTRACTOR is obligated to bear. Such expenses shall be deducted from the amount of INDEPENDENT CONTRACTOR's compensation and shall include, but not be limited to, those expenses set forth in this Agreement as well as C.O.D. and freight collect remittances due CARRIER, cargo claims, property damage, leasing materials, log books, towing charges, insurance deductibles, reasonable attorney's fees incurred in reducing potential liabilities arising out of, or in connection with INDEPENDENT CONTRACTOR's actions or failure to act under the terms of this Agreement, and all state tax licenses, permits, and stamps. CARRIER shall provide INDEPENDENT CONTRACTOR written itemization and documentation of all charge backs prior to making such charge backs.

13. FINAL SETTLEMENT - 49 CFR 376.12(f)

With respect to final settlement, the failure on the part of INDEPENDENT CONTRACTOR to remove all identification devices of CARRIER, and, except in the case of identification painted directly on the Equipment, return them to CARRIER in any reasonable manner, shall constitute a breach of this Agreement. Such breach shall entitle CARRIER to withhold any payments owed to INDEPENDENT CONTRACTOR until such obligations are met.

The parties agree that, in addition to any other right, remedy or claim CARRIER may have, INDEPENDENT CONTRACTOR shall pay CARRIER \$100.00 per day for INDEPENDENT CONTRACTOR's failure to remove and/or return such identification.

14. ESCROW — 49 CFR 376.12(k)

CARRIER shall withhold from any settlements due INDEPENDENT CONTRACTOR the sum of \$_____ per week until an escrow fund of \$_____ is obtained. The escrow funds shall be used to satisfy any of the specified INDEPENDENT CONTRACTOR obligations specifically set forth in paragraphs "5," "12," and "13" of this Agreement. Should the escrow fund balance drop below \$_____, CARRIER shall withhold from any settlements due INDEPENDENT CONTRACTOR the sum of \$_____ per week until the escrow fund balance is again \$_____. INDEPENDENT CONTRACTOR shall have the right to demand an accounting of the escrow fund balance at any time. The escrow fund shall earn interest pursuant to 49 CFR 376.12(k) (5). Upon termination of this Agreement, any final balance of the escrow fund will be paid to INDEPENDENT CONTRACTOR within 45 days from the date of termination if there no claims open or not damages made under Carrier's name.

15. LUMPER AND DETENTION - 49 CFR 376.12(e)

Whenever a shipper or a consignee requires that INDEPENDENT CONTRACTOR be assisted in the loading or unloading of property transported on behalf of CARRIER, CARRIER shall pass through to INDEPENDENT CONTRACTOR any compensation it receives from such shipper or consignee for any costs associated with such requirement.

Otherwise, INDEPENDENT CONTRACTOR shall be responsible for the loading or unloading of such property at INDEPENDENT CONTRACTOR's expense. Further, detention charges that are collected by CARRIER shall be directly paid to INDEPENDENT CONTRACTOR in accordance with its compensation percentages. CARRIER is entitled to all other accessorial charges.

16. NOTICE.

INDEPENDENT CONTRACTOR must give a carrier two weeks notice before leave. If INDEPENDENT CONTRACTOR won't do it, escrow and last check won't be paid. Also, without a 2 weeks notice INDEPENDENT CONTRACTOR must pay for signs and logbooks what was provided to INDEPENDENT CONTRACTOR when started working.

17. NON-COMPETE/NON-SOLICITATION

INDEPENDENT CONTRACTOR, in consideration of CARRIER entering into this Agreement, hereby consents and agrees, during the term of this Agreement and for a period of one (1) year after its termination, not to engage, directly or indirectly, individually or as an employee, office, director, shareholder, owner, partner, contractor, dispatcher or consolation any entity in soliciting, transporting or handing business of any customers of CARRIER served by CARRIER while INDEPENDENT CONTRACTOR was under contract to CARRIER. In addition, during the term of this Agreement and for a period of one (1) year after its termination, INDEPENDENT CONTRACTOR agrees not to solicit, employ or entice any employees of CARRIER or contractors under contract to CARRIER, from their relationship with CARRIER. The parties agree that INDEPENDENT CONTRACTOR shall pay CARRIER, as liquidated damages and not as a penalty, an amount equal to thirty-five (35%) of the gross revenue of any and all business obtained by INDEPENDENT CONTRACTOR in breach of this paragraph 15 for a period of one (1) year thereafter as just and reasonable compensation to CARRIER, and the parties further agree that INDEPENDENT CONTRACTOR shall pay CARRIER all costs of collecting these liquidated damages, including reasonable attorney fees. If requested, INDEPENDENT CONTRACTOR shall provide CARRIER, within ten (10) days of such request, all information and documentation regarding provide such gross revenues to assist CARRIER in verifying that the correct amount of liquidated damages is paid. In the event that any provision on these Agreement is found by a court of competent jurisdiction to be void, illegal or invalid, the remaining provisions shall nevertheless be binding with the same force and effect as if the void, illegal or invalid parts were deleted.

18. PASSENGER AUTHORIZATION

INDEPENDENT CONTRACTOR agrees to not, transport or allow transportation of any unauthorized person or persons in the Equipment while in operation in the performance of this Agreement. CARRIER may immediately terminate this contract if a violation of this provision occurs. INDEPENDENT CONTRACTOR shall not allow any passengers to ride in the Equipment unless authorized in writing by CARRIER.

Before Passenger authorization will be given by CARRIER, INDEPENDENT CONTRACTOR (or its drivers) and the passenger requesting authorization shall submit to CARRIER a fully executed Passenger Authorization and Release of Liability.

19. BENEFIT

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors.

20. PAYMENTS AND VIOLATIONS

INDEPENDENT CONTRACTOR is fully responsible for all payments that have to be made to DRIVER. INDEPENDENT CONTRACTOR is completely responsible for all violations that DRIVER have or will have during work period and must pay to CARRIER. In case of accident, INDEPENDENT CONTRACTOR must use his own Physical insurance to cover all expenses with truck and if cargo damaged, must pay deductible.

21. ASSIGNMENT

CARRIER shall have the right to assign this Agreement at any time without the consent of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall have no right to assign this Agreement.

CARRIER:

INDEPENDENT CONTRACTOR:

Signature

Signature

Owner/Operator Agreement Addendum A

Unit	Year	Make	VIN
Type		Plate	
Driver Name		License No	State
CARRIER:		INDEPENDENT CONTRACTOR:	
Company Name		Contractor Company Name	
Name:		Name:	
Signature	Date	Signature	Date

Owner/Operator Agreement Addendum B

INDEPENDENT CONTRACTOR's compensation is based upon a percentage of the consideration paid to CARRIER by its customer. INDEPENDENT CONTRACTOR shall receive _____ % of the revenue for each trip undertaken on CARRIER's behalf, such percentage to be derived from the gross revenue contracted for between CARRIER and CARRIER's customer (whether shipper or receiver), regardless of any difference between that amount and the amount actually billed to or received by CARRIER from CARRIER's customer.

Gross revenue shall include the revenue earned on any involved shipment for which services were performed, including, but not limited to, detention, accessorial services, tarp charges, deadhead(empty) mileage, pickup and delivery charges or any other remuneration charge pertaining to each shipment hauled. The percentage and consideration upon which the compensation is based may vary from customer to customer and is set forth in CARRIER's compensation schedules which are incorporated herein by reference. CARRIER may change from time to time all or any one of the compensation schedules or any individual items on the compensation schedules, without prior notice to INDEPENDENT CONTRACTOR. The compensation schedules for each customer may be reviewed by the INDEPENDENT CONTRACTOR at any reasonable time upon request. All information in the compensation schedules is strictly confidential and may not be divulged by the INDEPENDENT CONTRACTOR to any other parties.