

**Independent Contractor Agreement Between an Owner/Operator Truck
Driver and Common Carrier Company or Organization**

This Agreement is between _____ hereinafter referred to as
Contractor located at _____ (street address, city), and
_____ located at _____ (street
address, city), hereinafter referred to as Carrier.

Now in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Carrier hereby agrees to offer to Contractor, for transportation by and with Contractor's own equipment, one or more shipments per year, and Contractor agrees to pick-up, transport, and deliver goods in behalf of Carrier's Shippers, Consignees, and/or Customers and furnish transportation services to meet the distinct needs of Carrier as detailed hereunder.
2. Carrier agrees to provide contractor with truck liability and property insurance coverage with a minimum combined single limit of \$1,000,000.00 and cargo insurance in an amount not less than \$250,000.00 and any additional insurance required by applicable laws, rules and regulations for any services provided by Contractor under this Agreement.
3. Carrier will invoice and collect freight charges from Shipper, Consignee or appropriate party and Contractor will be paid within (45) forty-five days of receipt of proper documentation from Contractor including:
 - A. Original bill of lading between Shipper and Carrier issued by Shipper and any original shipping documents.
 - B. Proof of delivery, either on the original bill of lading or on a separate delivery receipt showing the person's name receiving the freight, the description and the total weight and number pieces received, and any overages, shortages, damages or other notations.
 - C. Invoice from Contractor to Carrier for the amount agreed upon and described herein.
 - D. Signed shipment and rate confirmation for invoiced shipment.
 - E. Copy of original grant of ICC Authority to cover commodities transported and a current

certificate of insurance issued to Carrier from Contractor's insurance companies showing proof of motor truck liability and cargo coverage's, showing Carrier and Contractor as insured parties on the liability policy and on the cargo policy.

- F. Contractor agrees to provide Carrier with the above-mentioned documentation within (48) forty-eight hours of delivery.

4. Contractor shall execute a bill of lading for property it receives for transportation under this agreement and shall be liable to the person or company entitled to recover under the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property caused by the Contractor which may be more than the amount of coverage required by the ICC for a Contractor. Contractor's liability shall be the same as Contractor's liability as required by federal law and shall include but not be limited to liability for loss, delay, theft, damage, destruction or liability of whatever nature arising from the transport of all loads arranged and accepted by Contractor. The cargo insurance shall be in the form required by federal regulations, and shall have no exclusions or restrictions that would not be accepted by the ICC for a filing under the statutory requirements and shall in all respects, be identical to the cargo insurance filed in accord with the said laws and regulations. Contractor further agrees to defend and hold harmless Carrier against any and all liability or claims on each shipment transported by Contractor pursuant to the agreement.

5. The parties to the agreement acknowledge that cargo claims shall be settled in accordance with federal regulations.

6. Contractor agrees to telephone Carrier at _____ (phone number) within (30) thirty minutes of any delay, accident or breakdown that will affect the condition or the timely delivery of merchandise transported.

7. Contractor agrees, at its own expense, to maintain public liability and property insurance coverage with a minimum combined single limit of \$750,000.00 per occurrence, or \$1,000,000.00 if Contractor transports hazardous materials, and for loss of or damage to freight and Cargo insurance in an amount not less than \$100,000.00 as well as any additional insurance required by applicable laws, rules and regulations. Contractor will furnish to Carrier upon request a copy of each such insurance policy and written certificate of insurance and further agrees to name Carrier as an additional insured on the Policy. Contractor further agrees to defend, indemnify and hold harmless Carrier from any and all liability costs and damages to persons and/ or property arising out of Contractor's Operations pursuant to this agreement, including but not limited to all road, fuel and other taxes, fees, permits or cost of insurance, including Workman's Compensation, if applicable and any expense related to a claim by a third party, including reasonable attorney fees to defend Carrier for

claims related to the shipments transported by Contractor as arranged by Carrier.

8. Contractor authorizes Carrier to invoice shipper, receiver, consignor, consignee or appropriate party for freight charges as agent for and on behalf of Contractor. Payment of the freight charges to Carrier shall relieve shipper, receiver, consignor, consignee or appropriate party of any liability to Contractor for non-payment of charges.

9. The relationship of Contractor to Carrier shall, at all times, be that of an independent contractor, except that Carrier shall be the agent for Contractor for the collection of charges, when Carrier collects such charges.

10. Contractor represents and warrants that the drivers he utilizes pursuant to this agreement herein are competent and properly licensed drivers and are fully informed concerning their responsibilities for the protection and care of the involved lading. Contractor agrees to pay the subject driver's salary and to be responsible for workman's compensation coverage, if applicable, and all taxes based on said salary and operation.

11. Contractor's rate for trailer-load shipments placed by Carrier will be in the form of a flat charge, based on a pay per mile, in addition to additional stop charges, and other accessorial charges, to be negotiated on a per load basis and reflected on an addendum labeled as SCHEDULE "A". Such an addendum for each shipment will be executed containing information such as the origin, pick-up time and date, destination, delivery time and date, and agreed upon rates for such shipment. Other pertinent information will also be shown on this addendum.

12. Contractor shall not solicit freight from any shipper, consignor, consignee, or customer of Carrier where (1) the availability of such traffic first became known to Contractor as a result of Carrier's effort, or (2) where the shipment of the consignor, shipper or customer of Carrier was first tendered to Contractor by Carrier. If Contractor breaches this agreement and solicits Carrier's customer(s), Carrier is then entitled, for a period of two (2) years after involved traffic first begins to move, to commissions from Contractor of 15% of the transportation revenue on the movement of the traffic plus any reimbursement of legal fees expended to enforce such action.

13. Neither party hereto will be liable for the failure to tender or timely transport freight under this agreement if such failure, delay or other omission is caused by strikes, acts of God, wars or civil disorders, and if such failure is a result of either party's compliance with legally constituted orders of civil or military authorities.

14. Contractor warrants that all operations conducted with Carrier will be as a Dedicated Contractor, operating under an exclusive use agreement. During the term of this Agreement, Contractor shall provide direct service from origin to destination with no interchange with other Contractors or trip leasing. Both parties agree that this Agreement governs all relationships between Carrier and Contractor, and that any additional funds, payments or fees which might be due Contractor as a result of holding other authorities and/or the filing of other tariffs, schedules or circulars are, pursuant to this agreement assigned, bargained or sold to Carrier.

15. The validity of this Agreement and any terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of _____. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the State of _____.

16. If any provisions of the agreement are invalid under Federal or State law, or any other jurisdiction, such provisions shall be waived and deemed a part of the Agreement. However, it is agreed that under no circumstance shall such waiver or exception cause any other section or provision of this Agreement to become invalid.

17. The Agreement shall become effective as of the date recorded below and shall remain in force for a period of _____ and shall be renewed automatically until cancelled by either party on thirty (30) days written notice.

18. This Agreement contains the entire sales contract and no additions or changes can be made unless in writing and initialed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed their names on this ____ day of _____, 20____, in _____ (city, state).

Carrier

Contractor