US 1 LOGISTICS, LLC

THE FOLLOWING

PAGES ARE FOR

TRUCK OWNERS

ONLY

TO BE COMPLETED

AND RETURNED WITH

DRIVER APPLICATION

EQUIPMENT QUALIFICATION PACKAGE – 21 PAGES FOLLOW

Revised 03/23/2016

REQUEST FOR PHYSICAL DAMAGE and/or BOBTAIL INSURANCE

(PLEASE PRINT CLEARLY)

THIS FORM MUST BE COMPLETED IN FULL

☐ **ADD** ☐ **DELETE/CANCEL** ☐ **CHANGE**

TYPE OF INSURANCE REQUESTED (check all that apply)

☐ **BOBTAIL**
BOBTAIL IS MANDATORY
(or provide proof of personal coverage)

☐ **PHYSICAL DAMAGE**
PHYSICAL DAMAGE IS OPTIONAL*

EFFECTIVE DATE: _____ DATE REQUESTED: _____

COMPANY REQUESTING COVERAGE: **US 1 LOGISTICS** AGENCY: _____

PERSON REQUESTING COVERAGE: _____SAFETY / QUALIFICATIONS

PHONE: _____ FAX No: _____

THIS FORM MUST BE COMPLETED IN FULL

NAME OF OWNER/OPERATOR: _____

NAME OF DRIVER (if different) : _____

ADDRESS: _____

CITY: _____

STATE, ZIP: _____

CELL PHONE NUMBER: _____

TRACTOR UNIT # _____

MAKE _____

YEAR _____

MODEL _____

SERIAL # _____

STATED VALUE* _____

TRAILER UNIT # _____

MAKE _____

YEAR _____

MODEL_____

SERIAL#_____

STATED VALUE* _____

- *Valuation, at time of loss, is based on Stated Value or Actual Cash Value (ACV), whichever is less. Note: $1,000.00 deductible applies to all claims*

TRACTOR LIEN HOLDER: _____

NAME _____

ADDRESS _____

CITY _____

STATE/ZIP _____

TRAILER LIEN HOLDER: _____

NAME _____

ADDRESS _____

CITY _____

STATE/ZIP _____

IF NO LIENHOLDER, A COPY OF THE VEHICLE TITLE MUST ACCOMPANY REQUEST.

Physical Damage @ $_____ per week Drivers Signature_____Date_____

Bobtail Coverage @ $8.00 per week Drivers Signature_____ Date_____
(non-trucking)

EQUIPMENT QUALIFICATION

Revised 03/23/2016

PLATE REQUEST FORM

Owner Name _____ Driver Name _____

Address _____ City/State/Zip _____

Federal ID # _____ OR SSN# _____

Carrier _____ Terminal _____ Agent _____

Tractor Unit# _____

Year _____ Make_____

VIN # _____

Purchase Cost _____
Date of Purchase _____

Length _____

Empty Wt _____

Cabover Conventional Day Cab

Are Plates Needed? YES *____ NO _____

Plate # _____ State _____

Trailer Unit # _____

Year _____ Make_____

VIN # _____

Purchase Cost _____
Date of Purchase _____

Length _____

Empty Wt _____

Cabover Conventional Day Cab

Are Plates Needed? YES ____ NO _____

Plate # _____ State _____

PERMIT DEPT.

Fuel Decal Check Off List

IN UCRA	$ 0.00	_____
Kentucky	$ 0.00	_____
New Mexico	$ 6.00	_____
New York	$ 28.50	_____
Oregon	$ 7.50	_____(can also purchase at port of entry)

Total cost of fuel decals $_____

Carrier Fleet IRP Plates are for ALL 48 States Only

If you want US 1 Logistics to purchase your tractor or trailer plate, please check off
____ YES, I want to purchase my tractor/trailer plates through US 1 Logistics
(please submit current Schedule of 2290 and previous plate registration)

____ NO, I will purchase my own plates

Signature of Owner/Operator: _____

EQUIPMENT QUALIFICATION

Revised 03/23/2016

Form **W-9**
(Rev. October 2004)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as reported on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

EQUIPMENT QUALIFICATION

Revised 03/23/2016

INDEPENDENT CONTRACTOR AGREEMENT
FOR OWNER OPERATORS

US 1 Logistics, LLC ("CARRIER"), a motor carrier operating pursuant to authority issued by state and/or federal agencies, and _____, an owner operator ("INDEPENDENT CONTRACTOR"), in consideration of the covenants and agreements contained herein, enter into this Independent Contractor Agreement ("Agreement").

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 below or in an appendix ("Equipment"). INDEPENDENT CONTRACTOR represents and warrants that INDEPENDENT CONTRACTOR has title to or is authorized to contract the Equipment and services to CARRIER.

Truck/Van Number	Year	Make	Serial Number

2. **DURATION OF AGREEMENT (49 CFR 376.12(b)).** Subject to the provisions of paragraph 5, 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 8.

3. **COMPENSATION (49 CFR 376.12(d)).** Subject to the provisions of paragraph 14, it is expressly understood and agreed that INDEPENDENT CONTRACTOR'S compensation shall be as set forth in Appendix A and such compensation shall constitute the total compensation for everything furnished, provided, or done by INDEPENDENT CONTRACTOR in connection with this Agreement, including driver's services. The mileage used in calculating the linehaul rate payable to CONTRACTOR shall be based on the shortest mileage between the points involved, as determined under the then most current version of PC Miler Guide as adopted by CARRIER. If INDEPENDENT CONTRACTOR'S compensation is based on a percentage of revenue for a shipment, then, in such instances Carrier shall provide to Independent Contractor, before or at the time of settlement, a copy of the rated freight bill or a computer generated document containing the same information, or in the case of contract carriage, any other form of documentation actually used for a shipment containing the same information that would appear on the related freight bill. When a computer generated document is provided, INDEPENDENT CONTRACTOR may view, during normal business hours, a copy of any actual document underlying the computer generated document.

4. **TERMINATION.** Subject to the provisions of paragraph 2, this Agreement may be terminated for any reason by giving thirty (30) days 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.** INDEPENDENT CONTRACTOR shall, during the term hereof, make available the Equipment to the Carrier for dispatch and shall exercise all diligent efforts to conduct his or her operation to the satisfaction of Carrier. The INDEPENDENT CONTRACTOR shall determine the means and method of the performance of all transportation services undertaken by the INDEPENDENT CONTRACTOR under the terms of this Agreement. Carrier shall be concerned solely with the results of service provided. The INDEPENDENT CONTRACTOR has and shall

retain all responsibility for:

(a) **Compliance with Pertinent Laws and Regulations.** The INDEPENDENT CONTRACTOR shall satisfy all pertinent Federal and State regulatory requirements, subject at all times to verification of the Carrier in the following respects:

i. INDEPENDENT CONTRACTOR shall, furnish, at INDEPENDENT CONTRACTOR's expense, drivers (including himself/herself, as the case may be) for the truck tractor power unit who meet (i) all driving requirements imposed by applicable law and (ii) all driving requirements and qualification standards as may be established by CARRIER and/or CARRIER's insurer(s).

ii. 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, bills of lading or other shipping receipts, physical examination certificates, accident reports, and any other DOT required data, documents, or reports.

iii. 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 subcontracted by CARRIER.

iv. INDEPENDENT CONTRACTOR further agrees not to receive any credit extension in CARRIER'S name or in any way to use CARRIER'S name to obtain credit, unless INDEPENDENT CONTRACTOR first receives CARRIER'S written consent to do so.

v. INDEPENDENT CONTRACTOR shall maintain the Equipment in a state of repair required by all applicable regulations;

vi. INDEPENDENT CONTRACTOR shall operate the equipment in accordance with all applicable regulations, including signage, if any.

(b) **Security of Equipment.** INDEPENDENT CONTRACTOR agrees that he/she, or INDEPENDENT CONTRACTOR'S driver/s will not drop equipment dispatched to INDEPENDENT CONTRACTOR for delivery to CARRIER'S customers in any unsecured location, to include but not limited to, truck stops, truck repair facilities, INDEPENDENT CONTRACTOR'S or driver's home or any location that does not provide physical security and a receipt process acknowledging a chain of custody for said equipment. INDEPENDENT CONTRACTOR further agrees that he/she will obtain written permission from CARRIER to drop and/or stage equipment in any location other than the terminal from which the INDEPENDENT CONTRACTOR'S equipment is domiciled and dispatched from. In the event a claim arises from INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR'S driver dropping equipment in an unauthorized location, INDEPENDENT CONTRACTOR shall be responsible for the full amount of the claim to include but not limited to Liability cost for damage or loss of CARRIER'S trailer, if any, and loss of customer's goods.

(c) **Operational Expenses (49 CFR 376.12(e)).**

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. INDEPENDENT CONTRACTOR agrees to provide CARRIER an annual inspection report of the condition of the equipment in accordance with the Federal Motor Carrier Safety Administration standards and shall pay all other expenses incident to such operation, including, but not limited to, highway use taxes, weight taxes, state property or indefinite state 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. Reserved.

iii. Unless otherwise required by law, or agreement of the parties, empty mileage expense shall be borne by INDEPENDENT CONTRACTOR.

iv. 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 Highway Administration.

v. 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 Highway Administration, where such violation results, at least partially, from the acts or omissions of INDEPENDENT CONTRACTOR, whether such fines are assessed against INDEPENDENT CONTRACTOR or CARRIER.

vi. 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, to the extent such claims result from the negligence of INDEPENDENT CONTRACTOR, subject to terms and condition set forth in Appendix A.

vii. INDEPENDENT CONTRACTOR shall be responsible for:

- Hiring, setting the wages, hours and working conditions and adjusting the grievances of, supervising, training, disciplining, and firing all drivers, driver's helpers and other workers necessary for the performance of the INDEPENDENT CONTRACTOR'S obligations under the terms of this Agreement, which drivers, driver's helpers and other workers are and shall remain the employees of the INDEPENDENT CONTRACTOR.

- Selecting, purchasing, financing, and maintaining the Equipment.

- Selecting all routes.

- Any and all of INDEPENDENT CONTRACTOR'S business performed other than under this Agreement. Contractor is free to accept or reject assignments from CARRIER.

viii. INDEPENDENT CONTRACTOR shall retain exclusive direction and control over the method and means of service and shall exercise all diligent efforts to conduct its operations under this Agreement to assure CARRIER and customer satisfaction.

ix. Except when the violation results from the acts or omissions of the INDEPENDENT

CONTRACTOR, CARRIER shall assume the risks and costs of fines for overweight and oversize trailers when the trailers are preloaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside of the INDEPENDENT CONTRACTOR'S control, and for improperly permitted, over-dimension and overweight loads and shall reimburse INDEPENDENT CONTRACTOR for any fines paid by INDEPENDENT CONTRACTOR.

(d) **Cargo Claims (49 CFR 376.12(i)).** INDEPENDENT CONTRACTOR shall immediately report all cargo claims, including all shortages, overages or other exceptions to the cargo, to CARRIER. INDEPENDENT CONTRACTOR shall be liable for each cargo claim, including but not limited to, delay, shortage, mis-delivery, and any damage claim relating to lost, damaged or contaminated loads, arising out of, or in connection with INDEPENDENT CONTRACTOR'S services, up to the amount and in the manner set forth in Appendix A.

(e) **Liability Claims.** **INDEPENDENT CONTRACTOR SHALL BE LIABLE TO CARRIER FOR PERSONAL INJURIES AND PROPERTY DAMAGED CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, SUBJECT TO LIMITS STATED IN APPENDIX A HERETO.**

(f) **Trailer Damage Claims.** INDEPENDENT CONTRACTOR shall be liable to CARRIER for any and all damage to trailer equipment provided to INDEPENDENT CONTRACTOR by CARRIER, subject to limits stated in Appendix A hereto.

(g) **Insurance (49 CFR 376.12(i)).** CARRIER shall have no insurance responsibilities or obligations pertaining to INDEPENDENT CONTRACTOR other than those expressly stated in this Agreement or mandated by law. No insurance coverage shall be implied or assumed unless specifically stated in this Agreement. INDEPENDENT CONTRACTOR hereby agrees not to file or assert any claim for any insurance coverage or benefits other than those specifically set forth herein. Any statement, offer or representation regarding insurance coverage provided for INDEPENDENT CONTRACTOR, whether oral or written, made by any employee or representative of CARRIER which is inconsistent with or contradictory to the terms of this Agreement shall be ineffective and INDEPENDENT CONTRACTOR shall not interpret any such statement, offer or representation to mean that CARRIER is acting as the insurance provider for INDEPENDENT CONTRACTOR or that INDEPENDENT CONTRACTOR is entitled to any insurance benefits other than those specifically set forth herein.

INDEPENDENT CONTRACTOR shall be covered under CARRIER'S public liability, property damage and cargo loss or damage insurance coverage while providing services under this Agreement. INDEPENDENT CONTRACTOR shall maintain, at its sole cost and expense, the following minimum insurance coverage during the term of this Agreement:

Non-Trucking Use Insurance. INDEPENDENT CONTRACTOR shall procure, carry and maintain public liability and property damage insurance, which shall provide coverage to INDEPENDENT CONTRACTOR whenever the Equipment is not being operated on behalf of CARRIER in a combined single limit of not less than One Million Dollars ($1,000,000) for injury or death to any person or for damages to property in any one occurrence. Such coverage shall be primary to any other insurance that may be available from CARRIER, and INDEPENDENT CONTRACTOR shall be responsible for any loss or damage in excess of the policy limit.

INDEPENDENT CONTRACTOR agrees to provide and pay for non-trucking insurance and provide CARRIER with a certificate of insurance. At CONTRACTOR'S REQUEST, CARRIER may offer

non-trucking insurance to INDEPENDENT CONTRACTOR at a cost to CONTRACTOR stated in Appendix A hereto.

INDEPENDENT CONTRACTOR shall furnish to CARRIER written certificates obtained from INDEPENDENT CONTRACTOR'S insurance provider showing that all insurance coverage required above has been procured from an "A" rated company, is being properly maintained, and the premiums therefore are paid, specifying the name of the insurance provider, the policy numbers, the expiration dates, naming CARRIER as an additional insured and further showing that written notice of cancellation or modification of the policies shall be given to CARRIER at least thirty (30) days prior to such cancellation or modification.

In addition to the insurance coverage required under this Agreement, it is INDEPENDENT CONTRACTOR'S responsibility to procure, carry and maintain any fire, theft, uninsured and/or underinsured motorist and collision insurance coverage that INDEPENDENT CONTRACTOR may desire for the Equipment. INDEPENDENT CONTRACTOR hereby (1) acknowledges that CARRIER may provide to CONTRACTOR uninsured motorist or, underinsured motorist coverage at CARRIER'S sole expense;

INDEPENDENT CONTRACTOR shall further provide Occupational Accident insurance extending coverage to Contractor and any employee engaged by Contractor in limits required by Contractor's domicile state, providing CARRIER with a certificate evidencing such coverage in place with a 30 cancellation notice to be furnished to CARRIER. INDEPENDENT CONTRACTOR shall procure a policy with a carrier which shall offer a contingent liability insurance policy to Carrier, acceptable to Carrier in its sole discretion. In the event INDENDENT CONTRACTOR fails to furnish such certificate, and upon CONTRACTOR'S request, CARRIER shall provide such coverage to CONTRACTOR at a cost to CONTRACTOR set forth in Appendix A hereto.

To the extent that statutory workers' compensation insurance coverage is required and available to CONTRACTOR under the laws of CONTRACTOR'S place of domicile, CONTRACTOR agrees to obtain such coverage, at CONTRACTOR'S sole expense, to cover CONTRACTOR and all employees of CONTRACTOR who operate the Equipment under this Contract. If such coverage is obtained through a private insurer, the policy shall contain a waiver of subrogation endorsement, waiving any right of subrogation against CARRIER. CONTRACTOR agrees not to "opt out" of such statutory coverage and, when available, agrees to "opt into" a worker's compensation program available in its place of domicile. CONTRACTOR understands and acknowledges it is the responsibility of CONTRACTOR to review and comply, at CONTRACTOR'S expense, with each states laws pertaining to workers' compensation insurance.

UNLESS CONTRACTOR'S DOMICILE IS IN ARKANSAS, WORKERS' COMPENSATION INSURANCE COVERAGE IS NOT AVAILABLE FROM OR THROUGH CARRIER. ACCORDINGLY, CARRIER HEREBY ADVISES CONTRACTOR THAT THE LAWS OF CERTAIN STATES MAY REQUIRE CONTRACTOR TO ACQUIRE AND MAINTAIN WORKERS' COMPENSATION INSURANCE.

INDEPENDENT CONTRACTOR may, at INDEPENDENT CONTRACTOR'S option, authorize CARRIER to obtain and administer, on INDEPENDENT CONTRACTOR'S behalf, the insurance coverage required by this Agreement, in which case INDEPENDENT CONTRACTOR will be charged back for all of CARRIER'S expense and cost in obtaining coverage from an appropriate insurance provider and administering such coverage. If insurance coverage is requested to be placed with an insurance provider by CARRIER, INDEPENDENT CONTRACTOR shall pay the first month's costs of all requested coverage upon execution of the Agreement. INDEPENDENT

CONTRACTOR recognizes that CARRIER is not in the business of selling insurance, and any insurance coverage requested by INDEPENDENT CONTRACTOR from CARRIER will be placed with an insurance provider and is subject to all of the terms, conditions and exclusions of the actual policy issued by the insurance underwriter. CARRIER shall provide INDEPENDENT CONTRACTOR with a certificate of insurance for each insurance policy under which the INDEPENDENT CONTRACTOR requests coverage. A copy of the actual policy is also available from CARRIER upon written request by the INDEPENDENT CONTRACTOR.

(h) **Accident Reports.** INDEPENDENT CONTRACTOR shall immediately report any accident involving operations under this Agreement to CARRIER, including INDEPENDENT CONTRACTOR'S written report of such accident. In the event INDEPENDENT CONTRACTOR fails to notify CARRIER of the accident within a reasonable amount of time of the accident's occurrence, INDEPENDENT CONTRACTOR may be disqualified. 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.

(i) **SOCIAL SECURITY TAXES/ UNEMPLOYMENT COMPENSATION – INDEPENDENT CONTRACTOR:**

i. **Knows and acknowledges that he/she assumes responsibility for payment of estimated Social Security taxes and State and Federal income taxes;**

ii. **Knows and acknowledges that the Employment Security tax INDEPENDENT CONTRACTOR pays is higher that the Social Security tax he/she would pay if he or she were an employee; and**

iii. **Knows and acknowledges that the work is not covered by the Unemployment Compensation Laws of Georgia.**

6. **CARRIER'S RESPONSIBILITIES.**

(a) **Exclusive Possession and Responsibility (49 CFR 376.12(c)). For liability purposes,** CARRIER shall assume complete responsibility for the operation of the Equipment while under lease to Carrier. This subparagraph is set forth solely to conform to federal leasing regulations and shall not be used for any other purposes, including any attempt to classify INDEPENDENT CONTRACTOR as an employee of CARRIER.

(b) **Inspection of Equipment** CARRIER certifies that, before taking possession of the Equipment, the Equipment was inspected by one of its responsible and competent employees or agents.

(c) **Identification of Equipment (49 CFR 376.11(c))**. CARRIER shall identify the Equipment in accordance with the requirements of the Federal Highway 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.

(d) **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 Highway Administration, Department of Transportation, and applicable state regulatory agencies. CARRIER shall maintain insurance coverage for the protection of the public pursuant to the Federal Highway 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.

(e) **Equipment Lease.** In the event INDEPENDENT CONTRACTOR requests CARRIER to deduct any equipment-related payments from settlements, such deductions will be identified in Appendix A.

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 CARRIER harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting CARRIER'S interests, brought by INDEPENDENT CONTRACTOR, or its 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 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, if any, and other services provided by INDEPENDENT CONTRACTOR pursuant to this Agreement. Proof of such control and responsibility shall be submitted by INDEPENDENT CONTRACTOR to CARRIER as required by CARRIER and may include, but not be limited to, proof of highway use tax being currently paid when the INDEPENDENT CONTRACTOR purchases the license and proof of income tax being currently paid. INDEPENDENT CONTRACTOR shall provide proof of payment of payroll tax for INDEPENDENT CONTRACTOR'S drivers and a certificate of insurance containing a 30-day notice of change and/or cancellation clause. As required by law, CARRIER agrees to file information tax returns (Form 1099) for INDEPENDENT CONTRACTOR if INDEPENDENT CONTRACTOR is paid more than the statutory amount in compensation during a calendar year. CARRIER does not retain control as to the means, manner or method in which INDEPENDENT CONTRACTOR performs the services provided under this Agreement. Nothing in this Agreement shall be deemed to create the relationship of partnership, joint venture or that of an employer and employee. It is further understood by the parties that INDEPENDENT CONTRACTOR is responsible for all local, state and federal taxes applicable to his compensation hereunder and that of any employees or contractors of INDEPENDENT CONTRACTOR (if any), and that the CARRIER is not responsible for any employment, Social Security or related taxes or contributions relating to INDEPENDENT CONTRACTOR'S services or compensation under this Agreement. INDEPENDENT CONTRACTOR, for INDEPENDENT CONTRACTOR and any employees of INDEPENDENT CONTRACTOR, hereby specifically waives any claim of rights or benefits, whether present or future, relating to any fringe benefits, employee programs or plans, retirement plans, workers' compensation, unemployment compensation or other benefits that may be normally afforded to employees of the CARRIER.

8. **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.

9. **SETTLEMENT PERIOD (49 CFR 376.12(f)).** CARRIER shall settle with INDEPENDENT CONTRACTOR with respect to services provided under this Agreement within fifteen (15) days after INDEPENDENT CONTRACTOR'S submission, in proper form, of those documents necessary for CARRIER to secure payment, including source documents evidencing proof of delivery as necessary to secure payment and properly completed logs as required by the Department of Transportation. 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. The CARRIER may require the submission of additional documents by the INDEPENDENT CONTRACTOR but not as a prerequisite to payment. Payment to the INDEPENDENT CONTRACTOR shall not be made contingent upon submission of a bill of lading to which no exceptions have been taken.

10. **INDEPENDENT CONTRACTOR NOT REQUIRED TO PURCHASE PRODUCTS, EQUIPMENT, OR SERVICES FROM CARRIER (49 CFR 376.12(i)).** INDEPENDENT CONTRACTOR is not required to purchase or rent any products, equipment or services from CARRIER as a condition of entering into this Agreement.

11. **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 and on Appendix A and Appendix B as well as C.O.D. and freight collect remittances due CARRIER, cargo claims, property damage, , 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.

12. **FINAL SETTLEMENT (49 CFR 376.12(f)).** Upon termination of the lease agreement as a condition precedent to final settlement, the INDEPENDENT CONTRACTOR shall remove all identification devices of the CARRIER, if any, and, except in the case of identification painted directly on equipment, return them to the CARRIER. If the identification devices has been lost or stolen, a letter certifying its removal will satisfy this requirement. Until this requirement is complied with, the CARRIER may withhold final payment and, in addition to any other right, remedy or claim CARRIER may have, INDEPENDENT CONTRACTOR shall pay CARRIER through deduction from final settlement the sum of $250.00 for INDEPENDENT CONTRACTOR'S failure to remove and/or return such identification.

13. **ESCROW FUNDS (49 CFR 376.12(k)).** In the event that CARRIER exercises its right to establish an escrow as set forth in Paragraph 13 of this Agreement, the following shall be applicable:

a. The amount of principal to be held in escrow ("escrow funds") shall not exceed $1,50000. CARRIER will withhold from any fees owing to INDEPENDENT CONTRACTOR the sum of fifty dollars ($50.00) per week per truck for a security deposit, until such deposit reaches one thousand dollars ($1,500.00) per truck. INDEPENDENT CONTRACTOR authorizes CARRIER to make such deductions and to resume such deductions in the event the escrow funds balance decreases below the stipulated amount.

b. Escrow funds shall be held by the CARRIER for the purpose of ensuring compliance with the provisions of the Agreement and may be applied to the applicable Paragraphs in the Agreement.

c. While escrow funds are under CARRIER'S control, CARRIER shall provide an accounting to

INDEPENDENT CONTRACTOR of all transactions involving such funds by clearly indicating on individual settlement sheets the amount and description of any deduction or addition made to the escrow fund. CARRIER shall provide signed receipts to INDEPENDENT CONTRACTOR for any deposits to such fund.

d. Upon INDEPENDENT CONTRACTOR'S request, CARRIER shall provide INDEPENDENT CONTRACTOR with an accounting of any transactions involving INDEPENDENT CONTRACTOR'S escrow funds.

e. CARRIER shall pay interest on the escrow funds. The amount of interest shall be established on the date the interest period begins and shall be equal to the average yield of 91-day, 13-week treasury bills, as established in the weekly auction by the Department of Treasury. Interest will be calculated and paid if the full amount of the escrow balance is attained and the INDEPENDENT CONTRACTOR does not make use of fuel and/or cash advance.

f. Escrow funds shall be repaid upon the prompt return by INDEPENDENT CONTRACTOR of all signs, licenses, permits, notices, tax cards, operating authority, and other paperwork and property belonging to the CARRIER. The amount of escrow funds may be reduced to reflect expenses incurred by CARRIER with respect to any efforts undertaken by CARRIER to seek return of such items. Any such reductions shall be accounted for in the final accounting period provided by CARRIER.

g. Escrow funds, less any reductions, shall be repaid within forty-five (45) days from the date of termination of this Agreement.

14. **LUMPING 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, INDEPENDENT CONTRACTOR shall be responsible for such expenses it incurs from such shipper or consignee associated with the assistance provided. INDEPENDENT CONTRACTOR shall be responsible for the loading or unloading of such property at INDEPENDENT CONTRACTOR'S expense. Such lumper chargers and 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.

15. **COVENANT NOT TO SOLICIT.** INDEPENDENT CONTRACTOR, in consideration of CARRIER entering into this Agreement with INDEPENDENT CONTRACTOR, hereby consents and agrees, during the term of this Agreement and for a period of one (1) year after termination of this Agreement, not to solicit, directly or indirectly, either individually or as an employee, officer, director, shareholder, owner, partner or consultant, any customer of CARRIER with whom INDEPENDENT CONTRACTOR had substantial business contact for the purpose of transporting freight of such customers in competition with the services of the CARRIER. In addition, during the term of this Agreement and for a period of one (1) year after termination of this Agreement, INDEPENDENT CONTRACTOR agrees not to solicit, employ or entice any employees of CARRIER or independent contractors under contract to CARRIER from their relationship with CARRIER and agrees not to solicit, employ or entice such employees or independent contractors to accept any position with INDEPENDENT CONTRACTOR or with any entity in which INDEPENDENT CONTRACTOR is an employee, officer, director, shareholder, owner, partner or consultant. The parties hereto agree that INDEPENDENT CONTRACTOR shall pay CARRIER, as liquidated damages and not as a penalty, an amount equal to thirty-five percent (35%) of the gross revenue of any and all business obtained by INDEPENDENT CONTRACTOR by virtue of INDEPENDENT CONTRACTOR'S breach of this covenant not to solicit 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's fees. Nothing here contained

shall preclude CARRIER from proceeding against INDEPENDENT CONTRACTOR for such other relief as deemed appropriate, including injunctive relief and appropriate court costs and reasonable attorneys' fees. If requested, INDEPENDENT CONTRACTOR shall provide CARRIER, within ten (10) days of such request, all information and documentation regarding such gross revenues to assist CARRIER in verifying that the correct amount of liquidated damages is paid. In the event that any provisions of this Agreement are found by a court of competent jurisdiction to be void, illegal or invalid, the remaining provisions of this Agreement shall nevertheless be binding with the same force and effect as if the void, illegal or invalid parts were deleted. In the event the amount of liquidated damages or the restrictions set forth in this paragraph, including the covenant not to solicits duration, are found by a court of competent jurisdiction to be void, illegal, or invalid, the parties agree that a reasonable amount of liquidated damages and/or a reasonable restriction on the covenant not to solicit, including its duration, as applicable, shall be provided by the court.

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

17. **NOTICE.** All notice provisions of this Agreement shall be in writing delivered personally, by postage prepaid, first class mail, written notice on settlement sheet, or by facsimile machine to the addresses or fax number shown at the end of this Agreement.

18. **COMPLETE AGREEMENT.** This Agreement, including any Appendices attached, constitutes the sole, entire, and existing operating agreement between the parties herein, and supersedes all prior agreements and undertakings, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term, except those specifically modified, changed or supplemental by mutual written agreement between CARRIER and INDEPENDENT CONTRACTOR.

19. **ASSIGNMENT.** The CARRIER may assign this Agreement and the obligations of INDEPENDENT CONTRACTOR hereunder to the fullest extent authorized by law. Due to the personal service nature of INDEPENDENT CONTRACTOR'S obligations, INDEPENDENT CONTRACTOR may not assign this Agreement or his obligations hereunder, except the assignment of any right to receive compensation. Subject to the restrictions in this subsection, this Agreement shall also be binding upon and benefit the parties hereto and their respective heirs, successors, legal representatives, executors or assigns.

20. **NEGOTIATED AGREEMENT.** INDEPENDENT CONTRACTOR and the CARRIER agree that this Agreement shall be construed as drafted by both of them, as parties of equivalent bargaining power and not for or against either of them as drafter.

21. **REVIEW AND RECEIPT OF THIS AGREEMENT.** INDEPENDENT CONTRACTOR acknowledges that INDEPENDENT CONTRACTOR has had an opportunity to read, review, and consider the provisions of this Agreement, that INDEPENDENT CONTRACTOR has in fact read and does understand such provisions, and that INDEPENDENT CONTRACTOR has voluntarily entered into this Agreement.

22. **NON-WAIVER.** The failure of the CARRIER to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies hereunder will not be construed as a waiver by the CARRIER to assert or rely upon any such provision, right or remedy in that or any other instance.

23. **GOVERNING LAW: FORUM SELECTION.** This Agreement shall be governed by the laws of the United States and the State of Indiana. In the event of any litigation arising out of or relating to this Agreement or the parties' contractual relationship, the parties expressly agree to jurisdiction and venue in the State Court of Porter County, Indiana, or applicable federal court in that jurisdiction and waive any defenses to this forum and venue selection.

24. **DISPUTE RESOLUTION.** Except as provided for in Subsection 24 (c) below, any claim, dispute or controversy including, but not limited to the interpretation of any federal statutory or regulatory provisions purported to be encompassed by this Contract; or the enforcement of any statutory rights emanating or relating to this Agreement shall be resolved on an individual basis (and not as a part of a class action) exclusively between INDEPENDENT CONTRACTOR and CARRIER by final and binding arbitration to be held in Porter County, Indiana before the American Arbitration Association ("AAA"). The arbitration proceeding shall be governed by the following rules:

(a) A written demand for arbitration must be mailed to the other party and the AAA within one hundred twenty (120) days of the occurrence of the claimed breach or other event giving rise to the controversy or claim. Failure to make such timely demand for arbitration shall constitute an absolute bar to the institution of any proceedings and a waiver of the claim.

(b) The demand for arbitration shall identify the provision(s) of this Agreement alleged to have been breached and shall state the issue proposed to be submitted to arbitration and the remedy sought. The copy of the demand shall be sent to the American Arbitration Association; addressed to: 1750 Two Galleria Tower, 13455 Noel Road, Dallas, Texas 75240-6636 with a request that the demand be forwarded to the appropriate AAA Regional Office.

(c) This arbitration provision shall not be applicable to any controversy, dispute or claim arising out of or related to the collection of deficit balances in INDEPENDENT CONTRACTOR's account for which an action may be brought against INDEPENDENT CONTRACTOR by CARRIER in a court of law in Porter County, Indiana after the expiration of the 120-day period set forth in Subsection 24(a) above.

(d) As to any dispute or controversy which under the terms of this Contract is a proper subject of arbitration, no suit at law or in equity based on such dispute or controversy shall be instituted by either party other than a suit to conform, enforce, vacate, modify or correct the award of the arbitration(s) as provided by law; provided, however, that this clause shall not limit CARRIER's right to obtain any provisional remedy including, without limitation, injunctive relief, writ for recovery of possession or similar relief from any court of competent jurisdiction, as may be necessary in CARRIER's sole subjective judgment to protect its property rights.

(e) General pleading and discovery processes related to the arbitration proceeding shall comply with the Federal Rules of Civil Procedure.

(f) The arbitration proceeding shall be governed by the AAA's Commercial Arbitration Rules to the extent that such Rules are not inconsistent with any of the immediately preceding subsections of this Section 24, however, in all event, each party shall be responsible for its own attorney fees.

25. **NON-CARRIER USE:** INDEPENDENT CONTRACTOR may use the Equipment for other purposes when it is not in the service to CARRIER. However, in order for CARRIER to provide the level of service required by shippers, CARRIER must know when INDEPENDENT CONTRACTOR uses the Equipment for any non-CARRIER use. Accordingly, in the event INDEPENDENT CONTRACTOR intends to use the Equipment for any non-CARRIER use, INDEPENDENT CONTRACTOR agrees that at least 24 hours prior to such use, he/she shall (i) notify CARRIER of such intended use, (ii) remove or temporarily cover all CARRIER identification and permit markings bearing CARRIER's name or logo and US DOT number, and (iii) confirm and provide evidence to CARRIER's satisfaction (in its sole discretion) that appropriate insurance coverage is in place and in effect. INDEPENDENT CONTRACTOR specifically agrees that should any of CARRIER's property be in CONTRACTOR's control or possession during such non-CARRIER use of the Equipment, such CARRIER property shall not be utilized by INDEPENDENT CONTRACTOR in any way to effect such non-CARRIER use of the property.

SIGNATURE PAGE FOR _____ INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS WHEREOF, CARRIER and INDEPENDENT CONTRACTOR do hereby sign this Agreement on this _____ day of _____, 20___.

US 1 LOGISTICS, LLC

By: _____

INDEPENDENT CONTRACTOR

By: _____

Address: _____

_____-_

Email: _____

US 1 LOGISTICS, LLC

ADDENDUM "A"

OWNER/DRIVER RESPONSIBILITY FOR DROPPED EQUIPMENT

It is our desire to prevent the loss or damage to customer equipment and cargo caused by the unauthorized dropping of equipment in an unsecured location by the OWNER/DRIVER.

The OWNER/DRIVER is responsible for the care, custody, control and safe keeping of customer equipment and cargo while under dispatch of CARRIER. The policy, procedures and guidelines of CARRIER regarding the dropping and unauthorized dropping of equipment is as follows:

1. The OWNER/DRIVER cannot drop equipment in any location that is not a secured facility that does not provide for guarded gates with physical security, equipment dropped must be interchanged in and out or otherwise receipted for at the time of drop or pick-up. Equipment may be dropped at a secured CARRIER'S terminal.

2. When the equipment is dropped at the shippers or consignee's facility you must have a document **signed, dated and timed** that transfers the responsibility for the safety and security of the equipment to the shipper of consignee. A signed delivery receipt or signed bill of landing will be satisfactory. **You must have the responsible party print their name in addition to their signature.**

3. Equipment cannot be taken to your home, left at a friend or relatives home, dropped at a vacant lot, a truck stop, any other Motor Carriers terminal, or any unsecured facility or location without the expressed written consent of CARRIER.

4. The OWNER will be held responsible for 100% of all charges and fees that arise from the unauthorized dropping of equipment, to include equipment loss or damage and/or cargo loss or damage. In addition, the OWNER shall be responsible for 100 % of all attorney and legal fees associated with litigating the damages to include the defense of CARRIER.

I have read and understand my responsibilities as an OWNER/DRIVER regarding the unauthorized dropping of equipment while contracted to CARRIER. Furthermore, I understand that should I violate any rule, policy or guideline contained herein I will be held responsible for 100% of any and all cost to CARRIER, for the loss or damage to equipment, the loss or damage to cargo and any and all legal cost or fees associated with settling the damages or loss.

DRIVER AUTHORIZED SIGNATURE:_____DATE:_____

OWNER SIGNATURE:_____DATE:_____

CARRIER REPRESENTATIVE:_____DATE:_____

US 1 LOGISTICS, LLC

ADDENDUM "B"

OWNER/DRIVER RESPONSIBILITY FOR ROADSIDE INSPECTIONS

The OWNER/DRIVER is responsible for the maintenance and road ability of the tractor and trailing equipment while under dispatch of CARRIER. This also includes responsibility for accurate and up to date driver logs. As outlined in the CARRIER inspection policy, effective April 1, 2008, the OWNER/DRIVER is responsible for passing roadside inspections. Further, the OWNER/DRIVER understands and accepts the penalty, fines, and correction process that result from a FMCSA roadside inspection which are described as follows:

1. If an owner operator has a roadside/scale house inspection, the dispatcher must be notified immediately and a copy of the inspection must be provided to the dispatch office and the Safety Department. If the inspection is clean (i.e. no tractor, log or trailing equipment violations), the owner operator will receive $100.00 on the first settlement after the safety department receives a copy of the report. US 1 will also deduct $100.00 per roadside inspection from any driver who receives OOS violations for driver, tractor, trailing equipment or log violations during a Roadside Inspection.

2. If a tractor is placed out of service for tractor violations, the owner operator must notify the terminal and the Safety Department and have the tractor inspected at his/her own cost after repairs are made.

I have read and understand my responsibilities as an OWNER/DRIVER regarding the roadside inspection policy while contracted to CARRIER.

DRIVER AUTHORIZED SIGNATURE:_____ DATE:_____

OWNER SIGNATURE:_____ DATE:_____

CARRIER REPRESENTATIVE:_____ DATE:_____

US 1 LOGISTICS, LLC

ADDENDUM "C"

PLATE PERMIT PROGRAM

Carrier will provide Contractors free Plate and Permits subject to the following requirements:

a.) **Driver must have paid on the company plate for a full calendar year**
b.) **Drivers must not have missing logs greater than 14 days during calendar month, and driver must be in compliance for 4-month truck inspection, insurance and or registration.**
c.) **Driver cannot have any chargeable accidents or cargo claims for the month.**
d.) **If an owner operator receives an OOS violation on a Roadside Inspection, he/she is not eligible for the free plate program offered for one year of continuous service. The eligibility clock will restart from the date of the out of service violation.**
e.) **This program is subject to plate/permit cost adjustments or termination by Carrier upon 30 days written notice to Agent and Contractors.**

DRIVER AUTHORIZED SIGNATURE:_____ **DATE:**_____

OWNER SIGNATURE:_____ **DATE:**_____

CARRIER REPRESENTATIVE:_____ **DATE:**_____

Appendix A

INDEPENDENT CONTRACTOR'S COMPENSATION

Compensation

A. During the term of this Agreement the Independent Contractor will be

	Compensation	Driver's Initials
(a)	70 % of line haul revenue	_____
(b)	_____ cents per mile	_____
(c)	Flat rate of _____	_____

as mutually agreed upon. When INDEPENDENT CONTRACTOR is offered and accepts a load based upon a flat rate or other compensation not identified above, CARRIER shall, prior to INDEPENDENT CONTRACTOR pickup, promptly confirm, by electronic confirmation, the flat rate or different basis of compensation, which confirmation shall then be reduced to hard copy available at Contractor's weekly settlement and by this reference shall further become a part of this Agreement. In instances where the INDEPENDENT CONTRACTOR is not in a position to receive or accept electronic confirmation, the rate information shall be provided at via facsimile or electronic transmission to INDEPENDENT CONTRACTOR at that percentage of Accessorial Services as set forth below:

B. Accessorial Services

Accessorial	Percentage Payout
DETENTION	70 %
DRIVER ASSIST	70 %
DRIVER COUNT	70 %
DRIVER UNLOAD	70 %
FUEL SURCHARGE	99 %
LAYOVER	70 %
LUMPER	0 %

Charge Back Items: Pursuant to Section 11 of this Agreement, the following amounts and expenses, if initially paid for INDEPENDENT CONTRACTOR by CARRIER, shall be charged back and deducted from INDEPENDENT CONTRACTOR'S compensation (or from INDEPENDENT CONTRACTOR'S escrow account in the event that INDEPENDENT CONTRACTOR'S compensation is insufficient):

Any and all advances made to Independent Contractor, including but not limited to the following:

Licenses and Permit Deductions: INDEPENDENT CONTRACTOR shall furnish his/her own base plate/s for INDEPENDENT CONTRACTOR'S equipment. INDEPENDENT CONTRACTOR, at his/her option, can participate in the CARRIER'S Plate Purchase Program for the purchase of an Indiana plate. The cost of a 48 state apportioned plate is $_____ and will be paid at the rate of $50.00 per week. Plates purchased

during the year will be prorated. Plates returned during the year will also be prorated providing that they can be re-issued to another INDEPENDENT CONTRACTOR without interruption. INDEPENDENT CONTRACTOR must pay for the time a plate is un-issued. Additionally, INDEPENDENT CONTRACTOR will be charged $125.00 re-issue charge any time a plate is turned in during the year.

Fuel and Mileage Taxes Deductions: INDEPENDENT CONTRACTOR agrees to pay all road and fuel taxes at the end of each quarter of the year on a pro-rated basis for the fleet he operates in. Local or intra-state trucks will pay taxes at the pump. Regional or line-haul trucks will pay $_____ per mile into an escrow which shall be reconciled quarterly.

Accident Costs: INDEPENDENT CONTRACTOR shall be liable for accident costs as described in Section 5of the Agreement.

Liability, Cargo, and Trailer/Interchange Claims: INDEPENDENT CONTRACTOR shall be liable to Carrier for Liability, cargo and Trailer/Interchange claims which are the result of INDEPENDENT CONTRACTOR'S negligence up to a maximum of $1,000.00 per claim category, maximum $3000.00 in the aggregate. INDEPENDENT CONTRACTOR MAY REDUCE THIS MAXIMUM EXPOSURE TO $1,000.00 PER CLAIM, AND $1,000.00 IN THE AGGREGATE BY PAYMENT TO CARRIER OF $5.00 PER WEEK, WHICH AMOUNT SHALL BE DEDUCTED FROM CONTRACTOR'S SETTLEMENT. INDEPENDENT CONTRACTOR MAY ALSO CHOOSE TO ELIMINATE THIS EXPOSURE BY PAYMENT TO CARRIER OF $10.00 PER WEEK, IN WHICH CASE IT SHALL NOT BE REPONSIBLE FOR DEDUCTIBLE PAYMENTS (THIS SHALL BE DEDUCTED FROM CONTRACTOR'S SETTLEMENT).

Trailer Lease: CARRIER may, at the request of INDEPENDENT CONTRACTOR, lease trailer equipment to INDEPENDENT CONTRACTOR. In such instances, INDEPENDENT CONTRACTOR shall be charged by CARRIER, _____ percent (___%) of gross revenue or $_____ per week, which amounts shall be remitted to CARRIER at the time of settlement.

Non-Trucking Auto Liability: If a certificate of insurance evidencing minimum coverage of $1,000,000 has not been provided to CARRIER, INDEPENDENT CONTRACTOR shall be charged $____ per week per truck for non-trucking auto liability insurance to be placed by CARRIER with an appropriate insurance provider, and a copy of such policy shall be provided to INDEPENDENT CONTRACTOR.

Other Insurance: INDEPENDENT CONTRACTOR shall be charged for all insurance premiums under any policies placed by CARRIER for INDEPENDENT CONTRACTOR with an appropriate insurance provider; copies of each policy shall be provided to INDEPENDENT CONTRACTOR on request.

Early Termination Charge-Back: In the event the INDEPENDENT CONTRACTOR voluntarily terminates the Independent Contractor Agreement within the first 90 days, CARRIER will charge back $250.00 (Two Hundred Fifty Dollars) for INDEPENDENT CONTRACTOR as an early termination fee. In the event INDEPENDENT CONTRACTOR's driver ceases providing services through the CARRIER on a continuing basis within 90 days after the Effective Date, the INDEPENDENT CONTRACTOR authorizes CARRIER to deduct an "early termination fee" of $150.00 from CONTRACTOR's compensation or Escrow Account to reimburse the CARRIER for qualification and orientation expenses incurred by CARRIER.

Advances: US 1 LOGISTICS, LLC may make available to all INDEPENDENT CONTRACTORS advances sufficient to complete all trips at a time and in an amount determined by CARRIER. Fuel and cash advances to INDEPENDENT CONTRACTORS or INDEPENDENT CONTRACTOR'S drivers shall be made via the Comdata card at a transaction cost of $3.00 per transaction. The fee for ComChecks charged to the INDEPENDENT CONTRACTOR is $4.10 per ComCheck, which shall be deducted from the INDEPENDENT CONTRACTOR'S compensation for each load advanced. For INDEPENDENT CONTRACTORS settled via a Comdata card, there is no charge for the first pull from the card after the settlement is loaded for that week.

After the first pull, the above charges apply as normal. Carrier shall charge INDEPENDENT CONTRACTOR an administrative fee of $4 per cash fuel ticket Carrier processes. Failure to submit receipts shall result in the Carrier using the average MPG for fleet (US 1 Logistics) to calculate applicable taxes. If INDEPENDENT CONTRACTOR purchases fuel within CARRIER's network of suppliers, the cost to INDEPENDENT CONTRACTOR will be pump price LESS any discounts CARRIER receives from the supplier, as well as a modest per transaction administrative fee ($0.02 cents per gallon) in recognition of CARRIER passing through fuel discounts to CONTRACTOR.

UCRA: INDEPENDENT CONTRACTOR will pay the basic permit package for single state registration the cost of which is $40.00. Payment of UCRA shall be deducted from the INDEPENDENT CONTRACTOR'S settlement at $10.00 per week.

Drug Screening: CARRIER shall pay for INDEPENDENT CONTRACTOR'S and/or INDEPENDENT CONTRACTOR'S driver/s pre-employment drug screening at the collection facility designated by CARRIER. In the event this Agreement is terminated for any reason by either party, or the INDEPENDENT CONTRACTOR'S driver is disqualified within ninety (90) days of the effective date of this Agreement, CARRIER shall deduct from compensation due INDEPENDENT CONTRACTOR $250.00 to cover the cost of the pre-employment drug screening and processing of application. This amount shall be deducted from the INDEPENDENT CONTRACTOR'S settlement.

Fines: Any fines, penalties, tolls, violations, resulting from any acts or omissions of INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR'S employees and or agents, arising out of the operation of the Equipment regardless of whether such fines, penalties or other amounts are imposed upon Carrier or INDEPENDENT CONTRACTOR. If imposed upon INDEPENDENT CONTRACTOR and not paid by INDEPENDENT CONTRACTOR, Carrier shall advance such funds and chargeback against INDEPENDENT CONTRACTOR, including an administrative fee of $10 per instance.

Changes: If an item subject to chargeback pursuant to Appendix A, B or Section 11 of the Agreement shall be subject to change, INDEPENDENT CONTRACTOR shall be so notified by personal delivery, fax, written notice on its settlement sheet, or other written means. In any event, INDEPENDENT CONTRACTOR shall not be subject to any such change until ten (10) calendar days after such notice or such later time as is set forth in the notice. INDEPENDENT CONTRACTOR's failure, by the end of ten calendar days after such notice, to notify CARRIER of any objection to the change shall constitute INDEPENDENT CONTRACTOR's express consent and authorization to CARRIER to implement the change and modify accordingly the deductions from INDEPENDENT CONTRACTOR's Settlement Compensation, beginning immediately after the ten-day period.

Other Expenses: INDEPENDENT CONTRACTOR shall be charged back for all other expenses set forth in Contractor Deduction Form attached hereto as Appendix B , which by this reference is made a part hereof.

US 1 LOGISTICS, LLC	**INDEPENDENT CONTRACTOR**
By: _____	By: _____
Its: _____	Its: _____

Appendix B

Contractor Deduction Form

Truck Owner Name:_____Truck Unit Number: _____

Contract Driver Name:_____Fuel Card Number: _____

Settlement Card Number (if settled on by fuel card): _____

List of Deductions

Please initial by each deduction to state that you are aware of the deduction and that you agree to the deduction being made.

Check Box	Deductions Type	Amount	Initial
O	Escrow	$50.00 per wk/$1,500 total	
O	Occ/Acc Insurance	$50.00 per week per driver	
O	Bobtail Insurance	$8.00 per week	
O	Physical Damage Ins	$_____ per week ___ % of equipment value divided by 52 weeks ***	
O	Liability Modifier	$5.00 per week	
O	Liability Eliminator	$10.00 per week	
o	Plates	____per week_____Limit	
o	UCRA	$10 per week $40 limit	
Other Deductions			
o	M & R Tire	$15 / per week X 52 weeks	
o	Remote for yard Maintenance Escrow	$50 non refundable $25 or $50 or $100 /week	
o	elog weekly deduct	$15/week	
Fuel and Mileage Tax			
Fuel Tax Charge at $0.01 per mile			
Mileage Tax charged at estimate of actual amount owed			
Owner Files His Own Fuel Taxes *We will not calculate or pay fuel and mileage taxes			

Owner Signature: _____

**Please be aware that amounts deducted above are a result of vendor fees or services, include, in addition to the actual cost, administrative fees assessed by CARRIER. Upon request, CARRIER shall provide to INDEPENDENT CONTRACTOR copies of policies, their party vendor contracts or other such related documents on which such costs are reflected.

*** The cost for insurance may change from year to year as a result of premium changes by the insurance company. Carrier will notify Independent Contractor of any rate change at the time it becomes known to Carrier so that Independent Contractor may consider his election.

Electronic On Board Recording Devices Program

THE CARRIER has established an EOBR program to assist INDEPENDENT CONTRACTOR's compliance with the new ELD mandate. We have entered into an agreement to purchase EOBR's with Rand McNally.

In the event that the INDEPENDENT CONTRACTOR elects to participate, A $15 per week charge will be assessed to cover the cost of the data plan and will be at the Independent Contractor's expense. This fee will be charged as assessed as follows:

a) In the event that the INDEPENDENT CONTRACTOR elects to have a unit installed by 1/1/17, the $15 per week charge will commence on September 1, 2017.
b) In the event that the INDEPENDENT CONTRACTOR elects to have a unit installed after 1/1/17, but prior to 3/31/17, the $15 per week charge will commence on July 1, 2017.
c) In the event that the INDEPENDENT CONTRACTOR elects to have a unit installed after 4/1/17, the $15 per week charge will commence the week the unit is installed.
d) For any INDEPENDENT CONTRACTOR who leases on to the CARRIER after 1/1/17 the $15 per week charge will commence the week the unit is installed.

Additional accessories may be purchased with The Rand McNally system, such as a scanner but will be optional with full payment required up front in order for the CARRIER to place the order on behalf of the INDEPENDENT CONTRACTOR. Please inquire for more details.

***Should the INDEPENDENT CONTRACTOR'S lease be cancelled by either the INDEPENDENT CONTRACTOR OR THE CARRIER, the EOBR MUST BE returned within SEVEN (7) days of cancellation per the lease agreement to your primary dispatch location or agent. The INDEPENDENT CONTRACTOR will be charged the weekly usage fee, in which the deposit will be used to cover these fees, until the EOBR is returned to an authorized representative of the CARRIER. If the EOBR is not returned within 7 days, the device will be reported stolen to Rand McNallly and the local authorities, and the INDEPENDENT CONTRACTOR will be charged back $695.00 for the HD 760/ HD 765 or $350.00 for the HD 100 units to cover the cost of replacing the EOBR. Damaged cords will be charged at the replacement cost of the cord.

Usage of the EOBR- all drivers must have the unit operating ANY time work is being done as per the FMCSA section 395 regulations. If at some time the unit malfunctions an immediate call must be made to dispatch or the safety department to retrieve the last 7 days logs and the driver must then use a paper log until the unit is repaired or 7 days has past, whichever is first. A driver may not drive after the 7th day on a paper log per regulation.

Personal conveyance- this option can only be used when the driver is off duty and using the truck for personal use. The driver must return to the exact location where he started the personal conveyance prior to returning to on-duty or driving status. Driver may not be under dispatch or have trailing equipment attached while using personal conveyance.

THE CARRIER'S EOBR program is a voluntary program offered to INDEPENDENT CONTRACTOR to facilitate compliance with FMCSA regulations. If the Independent Contractor chooses another method to comply with the FMCSA regulations, such method must be certified by the FMCSA and the cost of such method will be at the Independent Contractors sole expense. Any method must permit the CARRIER to access the "portal" and permit the CARRIER to upload all information to comply with FMCSA regulations in a format that integrates with CARRIER infrastructure, including but not limited to setting up immediate messaging to the Safety Department when any violation occurs. If Independent Contractor operates under the CARRIERs IFTA, all necessary information to meet the needs of the IFTA will need to be presented to CARRIER in the format requested by the CARRIER.

INDEPENDENT CONTRACTOR CONSENT

I understand and agree with the above EOBR policy, agree to all charges listed, and acknowledge and agree that I will be responsible for replacement costs if I do not return the EOBR unit in accordance with the above.

Independent Contractor_____ Date _____

Rand McNally Unit Serial # _____

US 1 Logistics, LLC

336 W US Hwy 30 2nd Floor
Valparaiso, IN 46385
Phone: 219-476-1300 Fax 219-476-1385

Vendor ACH Agreement Form

Authorization Agreement

I hereby authorize **US 1 Logistics, LLC** to initiate electronic credit and error correction debit entries to my account at the financial institution named below Remittance notification will be sent to the Email address listed below.

Further, I agree not to hold **US 1 Logistics, LLC** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **US 1 Logistics, LLC** receives a written notice of cancellation from me or my financial institution, or until I submit a new vendor ACH form to the Accounts Payable Department. Please fax this form to 219-476-1384 attention: ACH Department.

Vendor Information

Company Name: _____

Mailing address: _____

Contact person: _____

Telephone number: _____

Email notification address: _____

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

Checking ☐ Savings ☐

Signature

Authorized Signature: _____ **Date:** _____

Title: _____

Please attach a voided check and return this form to the Accounts Payable Department.
If you have any questions please contact Cindy Pendleton at 219-476-1364

For Internal Use Only

Branch: _____ **Vendor Code:** _____

Approved by: _____ **Date Entered:** _____

COMDATA
Payment Innovation

COMDATA CARD CONSENT FORM

Please complete the following Consent Form to sign up for your Comdata Card:

Print Name: _____
First Middle Last

Home Address: _____
Street City State Zip Code

Date of Birth _____ MM/DD/YYYY Social Security # _____- ____ - _____
or Federal ID # ____ - _____

Mobile Phone Number : _____ Email Address : _____

Note: To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. This is the reason for asking for some of the sensitive information above. Once the identity verification step is completed, the data will be securely stored and not shared with any third party associations.

For each load your company makes, you will receive one free transaction. Afterwards, the following fees will be deducted from your Comdata Card balance, depending on your use:

Transaction Type	Fee	Transaction Type	Fee
ATM Withdrawal (U.S.)	$ 2.00	VRU Balance Inquiry	$ 0.00
ATM Balance Inquiry	$ 2.00	POS Debit	$ 0.00
ATM Decline	$ 2.00	POS Inquiry or Decline	$ 0.00
Auto Direct Deposit (Bk T'fer)	$ 1.00	Manual Direct Deposit (Bk T'fer)	$ 1.00
Cash Advance from Card at T/S	$ 1.00	Comchek Draft	$ 3.50

Comdata will notify you of any changes in these Comdata Fees.

ATM owners outside of Comdata's surcharge free ATM network (AllPoints) and other places where you use your Comdata Card may charge fees (even for a balance inquiry without completing a fund transfer) that will be deducted from your Comdata Card balance.

If you use your Comdata Card outside the United States, or if you obtain funds (or make a purchase) in a currency other than US Dollars (the currency in which your Comdata Card is issued), then the amount deducted from your funds will be converted into US Dollars by the card network. The card network will charge a Cirrus/Maestro cross-border fee of .08% and currency conversion fee of .02% (for a total fee of 1% of the transaction amount) to be included in the transaction amount. This Cirrus/Maestro cross border and currency conversion charge is independent of and in addition to any international fee indicated in the Comdata Fees above.

BY SIGNING BELOW, I CONSENT TO RECEIVE MY WAGES OR SETTLEMENT BY ELECTRONIC TRANSFER TO MY COMDATA CARD. I ACKNOWLEDGE THAT MY CARRIER HAS PROVIDED ME A COPY OF THE CARDHOLDER AGREEMENT, AND I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS IN THE CARDHOLDER AGREEMENT. I ALSO UNDERSTAND AND AGREE TO THE FEES THAT I WILL INCUR USING THE COMDATA CARD.

Print Name:_____

Sign Name:_____

Date: _____

US1 Logistics ELD Escrow

US1 has established an ELD program to provide the INDEPENDENT CONTRACTOR with a company owned ELD.

A $150.00 fully refundable deposit will be taken in 3 installments and held in escrow. These will be charged as assessed as follows:

Should the INDEPENDENT CONTRACTOR'S lease be canceled by either the INDEPENDENT CONTRACTOR OR THE CARRIER, the ELD and all accessories MUST BE returned within SEVEN (7) days of cancellation per the lease agreement to your primary dispatch location or agent. If the ELD and accessories are not returned within 7 days, the device will be reported stolen to KeepTruckin or Rand McNally and the local authorities, and the INDEPENDENT CONTRACTOR will forfeit the $150.00 deposit in escrow for the ELD Unit.

The ELD escrow will be deducted at $50.00 / week for three (3) weeks. Totaling $150.00

INDEPENDENT CONTRACTOR CONSENT

I understand and agree with the above EOBR policy, agree to all charges listed, and acknowledge and agree that I will be responsible for replacement costs if I do not return the EOBR unit in accordance with the above.

Independent Contractor_____ Date _____

ELD Serial # _____

US 1 Network Dashcam Program

The US 1 Network of companies has made the decision to outfit all trucks with dash cams. These dash cams are forward facing only and are not integrated into any type of constant monitoring system. The camera is required to always be in use, even when the truck is parked. We've had a few instances where parked trucks were struck, and we were able to capture the truck on video that hit them.

If you or your truck is involved in an accident and you can present the safety/claims department with the video showing the driver was not at fault, the US 1 Safety Department will give you a bonus of **$500** for the video. The video can be downloaded to a smart phone, directions are with the camera so please save them.

Thank you and we look forward to this being a successful program for all.

Truck # _____

Owner Name (Please Print) _____

Owner Signature _____

Camera Serial# _____
(confirms receipt of dashcam)

☐ I will use the dashcam provided by US1. The dashcam is company property, if you should leave the organization it must be turned in or you will be charged $50.

☐ Purchase Dash Cam and Sim card.
By checking this box, you wish to have $50.00 deducted from your first settlement. Any replacement or damage to the unit is your responsibility. You are still required to use the dash cam at all times.

☐ I have my own dashcam and will abide by the above policies. You will still be eligible for the $500.00 bonus if you are deemed not at fault from the provided dashcam footage