



Trip Lease Agreement

This Trip Lease Agreement (Agreement) is made and entered into this _____ day of _____, 20____ between ADC&T, LLC (“Carrier”), with an address of 3303 Agate Trail, Forney, Texas 75216 and _____ (“Subcontractor”), with an address of _____.

I.

RECITALS

A. Carrier engages in operations as a motor carrier in interstate and intrastate commerce. CARRIER holds motor carrier authority from the Federal Motor Carrier Safety Administration at Docket No. MC-1111156 and DOT # _____. It may also engage in unregulated motor carrier operations.

B. SUBCONTRACTOR is the owner, as that term is defined in 49 C.F.R. 376.2(d), of certain motor vehicle equipment herein described.

C. SUBCONTRACTOR has advised CARRIER of its desire to make its equipment and services available to CARRIER for use in connection with its motor carrier business.

II.

TERMS AND CONDITIONS

In consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree, represent and warrant as follows:

1. Mutual Understanding. This Trip Lease Agreement controls and governs the equipment lease and services performed by SUBCONTRACTOR for CARRIER. This Agreement does not obligate CARRIER to order equipment or services from SUBCONTRACTOR and does not obligate SUBCONTRACTOR to accept equipment or services.

2. Compliance with Laws and Regulations. As a regulated motor carrier, CARRIER is subject to federal and state laws and regulations pertaining to the rental and operation of motor

vehicle equipment. It is the intention of the parties that this Agreement and the operations thereunder shall comply fully with all applicable laws and regulations.

3. Equipment. SUBCONTRACTOR represents to CARRIER that it holds title to, has the right to exclusive use of, or has lawful possession of the equipment described in Part 1 of Exhibit A (the Equipment), and has authority to and does rent the Equipment to CARRIER (49 C.F.R. §376.2(d)). In the event of substitution, replacement or addition of Equipment, an Addendum to Exhibit A describing such Equipment, signed and dated by the parties, shall be attached to this Agreement. SUBCONTRACTOR warrants that the Equipment is in good repair and condition and meets all of the requirements of applicable federal and state laws and regulations pertaining to the operation of the Equipment over streets and highways.

4. Drivers and Helpers. SUBCONTRACTOR shall furnish such competent, reliable and physically qualified drivers, helpers and other personnel including SUBCONTRACTOR, as may be necessary to operate the Equipment and provide the services contemplated hereunder. SUBCONTRACTOR shall be solely responsible for the selection, hiring, supervision, discipline and discharge of all drivers, helpers and other personnel; Drivers must meet CARRIER's minimum standards consistent with its safety program.

SUBCONTRACTOR warrants that all drivers furnished are familiar with the applicable Federal Motor Carrier Safety Laws and Regulations (49 C.F.R. Parts 382, 383, 390-397), comparable Texas laws and regulations; that the furnishing of the drivers will not result in the violation of any safety laws, regulations, or policies; that the drivers will comply with all safety laws, regulations, and policies, and will cooperate with CARRIER in so doing by filing with CARRIER all log books, physical examination certificates, accident reports and other required reports, documents and data; and SUBCONTRACTOR will comply with all state weight laws and will not accept shipments in excess of the weight limits of the states through which the Equipment must travel.

4. Duration of Agreement. It is expressly agreed by the parties that this Agreement shall only be in effect for the following trip for which SUBCONTRACTOR has been hired by CARRIER to ship the cargo specifically identified below:

Either party may terminate this Agreement immediately for breach of the Agreement by the other party. CARRIER may terminate this Agreement immediately for failure by SUBCONTRACTOR to meet any service requirements of a shipper or consignee or for failure to comply with any federal or state laws or regulations. All indemnification provisions herein shall survive termination of the Agreement.

The following must be returned to CARRIER within forty-eight (48) hours of the termination of this Agreement: permits; vehicle registration plates paid for by CARRIER; fuel tax stickers; driver's logs; safety equipment; §391 driver certification card; accident kit; receipt

for return of Equipment; identification devices; maintenance report; insurance certificates, policies, and no fault I.D. Cards covering insurance obtained through SUBCONTRACTOR; and any and all shipping documents.

5. Compensation. CARRIER shall pay to SUBCONTRACTOR, subject to other terms of this Agreement, the amount set forth in Part 2 of Exhibit A. This compensation includes full payment to SUBCONTRACTOR for loading and unloading property onto and from the Equipment, proper securing and tarping of load in accordance with shipper's instructions and government regulations, and transportation between points of origin and destination, which services shall be the responsibility of SUBCONTRACTOR. Compensation may be paid by issuance of a check to SUBCONTRACTOR or by credit or debit entry to SUBCONTRACTOR's Settlement Statement (49 C.F.R. §376.12(e)).

CARRIER is under no obligation to advance to SUBCONTRACTOR any amount against expected compensation to SUBCONTRACTOR for any load handled by SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR may request an advance and CARRIER may, in its sole discretion, make such advance in an amount determined solely by CARRIER. If an advance is made, SUBCONTRACTOR shall be assessed a fee of 10% of the amount of the advance. The advance and the fee will be deducted from the settlement due SUBCONTRACTOR for that and subsequent loads until fully repaid. Under no circumstances will a further advance be made to SUBCONTRACTOR if a prior advance has not been fully repaid.

6. Payment Period. CARRIER shall compensate SUBCONTRACTOR for service performed under this Agreement, including that of authorized trip-leases, within 15 days after submission by SUBCONTRACTOR to CARRIER of logbooks required by the Department of Transportation and those documents necessary to secure payment from the shipper. (49 C.F.R. §376.12(f)). Submission of such documents means receipt of the documents by CARRIER at its principal office or other location designated by CARRIER.

Upon the termination of this Agreement CARRIER may withhold final payment until after SUBCONTRACTOR removes all identification devices of CARRIER from the Equipment and returns them to CARRIER. (49 C.F.R. §376.12(f)).

7. Copies of Freight Bill. If compensation for interstate transportation is based on a percentage of the gross revenue for a shipment, CARRIER shall, at or before the time of payment of the compensation, provide to SUBCONTRACTOR a copy of the rated freight bill or a computer-generated document containing the same information, or, in the case of a shipment transported under contract carrier authority, any other form of documentation actually used for a shipment which contains the same information that would appear on a rated freight bill. When a computer-generated document is provided, SUBCONTRACTOR may review, during normal business hours, a copy of any actual document underlying the computer-generated document. Regardless of the method of compensation, SUBCONTRACTOR shall have the right to examine copies of CARRIER's common carrier rate confirmation sheets, or, in the case of contract carrier operations, the contract with the shipper, provided, however, the SUBCONTRACTOR shall only have the right to examine those portions of the common carrier

rate confirmation sheet and/or contract with the shipper containing the same information that would appear on the rated freight bill need be disclosed. CARRIER may delete from the rated freight bill or other form of documentation the names of consignors and consignees, and all other confidential information. (49 C.F.R. §376.12(g))

8. Costs of Operation. SUBCONTRACTOR agrees to assume responsibility for and shall pay all cost of operation which shall include but not be limited to the following: (a) maintenance, repairs, fuels, lubricants, tires, etc.; (b) licenses, registration fees, toll charges, decals, ferry charges, empty mileage, detention, accessorial service charges, base plates, permits, taxes, including but not limited to, fuel, mileage, property and other taxes related to the operation of the Equipment, including all reports connected with such matters, and crane service to reload equipment in the event of an overweight load whether or not a fine is levied; (c) wages or other remuneration of drivers, helpers and other personnel; (d) workers' compensation, unemployment compensation, social security or other similar taxes, premiums, insurance or benefits on the drivers, helpers and other personnel and in connection therewith SUBCONTRACTOR shall make all payroll, tax or other deductions required by any applicable law or regulation; (e) all insurance premiums with coverage term, conditions and limits as outlined in Exhibit B; (f) claims for injury or damage to the drivers, helpers and other personnel and to the Equipment whether the same occurs while the Equipment is being operated in the service of the CARRIER or otherwise; (g) claims for damage to cargo or properly caused by the fault or neglect of SUBCONTRACTOR, including any deductible amounts which are not covered by CARRIER's cargo insurance; (h) damages to CARRIER's equipment or facilities caused by the fault or neglect of SUBCONTRACTOR, including any deductible amounts which are not covered by CARRIER's property damage insurance; (i) fines and penalties arising out of the use of the Equipment; however, in connection with interstate shipments only, in the absence of acts or omissions by the SUBCONTRACTOR which result in violations, CARRIER shall, while the Equipment is in its use, assume the risks and costs of fines for overweight and oversize trailers when the trailers are pre-loaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside the SUBCONTRACTOR's control, and for improperly permitted over dimension and overweight loads, and shall reimburse the SUBCONTRACTOR for related fines paid by the SUBCONTRACTOR; and (j) other operational costs. A claim shall include all incidental and related costs including investigation, and wrecker, crane and towing services (49 C.F.R. §376.12(e)).

If CARRIER pays any of SUBCONTRACTOR's costs of operations, such payments shall be considered an advance to SUBCONTRACTOR and at settlement CARRIER is authorized to deduct the full amount of the advances from any monies due or becoming due to SUBCONTRACTOR. Upon termination of this Agreement by either party, CARRIER is authorized either to receive a refund or a credit for base plates purchased by the SUBCONTRACTOR from, and issued in the name of, CARRIER, or to sell the base plates to another lessor. In the event CARRIER receives a refund or credit, or sells the base plates to another lessor, CARRIER shall refund to SUBCONTRACTOR a prorated share of the amount received, provided SUBCONTRACTOR returns the base plates and other related applicable documents to CARRIER (49 C.F.R. §376.12(e)).

If SUBCONTRACTOR purchases fuel and pays fuel taxes thereon in compliance with

state laws, SUBCONTRACTOR agrees that CARRIER shall be deemed to be the motor carrier with respect to the Equipment and the fuel consumed by it, and that CARRIER shall be entitled to receive any and all credits for or refunds of fuel tax paid by SUBCONTRACTOR.

9. Records and Reports. SUBCONTRACTOR will cooperate with CARRIER in the preparation, carrying and preservation of manifests, bills of lading, weigh bills, freight bills, documents pertaining to loss and damage claims, receipts for fuel purchases, and other papers and records respecting the lading and the use of the Equipment in accordance with all applicable laws and regulations (49 C.F.R. §376.11(d)).

10. Control of Equipment and Drivers. SUBCONTRACTOR assumes full and complete responsibility for all drivers, helpers and other personnel engaged by it to assist in the performance of its duties and obligations under this Agreement. CARRIER may offer loads to SUBCONTRACTOR and establish such time schedules for pickup and delivery based on the service requirements of its customers. SUBCONTRACTOR shall have the right to accept or reject any loads offered to it. If SUBCONTRACTOR accepts a load it shall control and be responsible for the performance of the services, the purchase of fuel, the selection of rest and meal stops, the hiring, supervising, disciplining and discharging of drivers, helpers and other personnel, the hours worked by SUBCONTRACTOR and its employees, holidays and vacation periods, and similar matters related to its performance of service under this Agreement. SUBCONTRACTOR shall also be responsible for maintaining and repairing the Equipment at such intervals and locations as it may choose. CARRIER has no right to and will not control or attempt to control the manner or means by which SUBCONTRACTOR performs the service contracted for in this Agreement, except as otherwise specified in this Agreement.

SUBCONTRACTOR shall be responsible for compliance with all federal, state and local laws relating to employment of personnel, including, but not limited to, payroll taxes, withholding taxes, disability benefits, medical insurance, pension and/or profit-sharing benefits, overtime and vacation pay, social security taxes and workers compensation and unemployment insurance and shall indemnify and hold Carrier harmless against all liability for failure to do so.

The parties understand and agree that SUBCONTRACTOR is an independent business engaged in the distinct business of supplying vehicles and driving services for a profit and, as such, has the right to accept or reject assignments.

SUBCONTRACTOR is an Independent SUBCONTRACTOR. Neither SUBCONTRACTOR nor its drivers, helpers or any other personnel shall for any purpose or under any circumstances be considered to be an employee of CARRIER. SUBCONTRACTOR agrees to indemnify and hold CARRIER harmless from all liability imposed on CARRIER by any federal, state or local government agency or by any private entity in the event that SUBCONTRACTOR or any of its employees, agents, drivers, helpers or other personnel are hereafter determined to be an employee of CARRIER rather than an Independent SUBCONTRACTOR (49 C.F.R. §376.12(c) (4)).

11. SUBCONTRACTOR Insurance. SUBCONTRACTOR shall furnish and pay the costs of Public Liability, Property Damage, General Liability Insurance, Workers Compensation

Insurance, Motor Vehicle Insurance, and Cargo Insurance for all operations under this agreement. CARRIER shall be listed as an Additional Insured on each policy other than Workers Compensation. Furthermore, CARRIER shall be listed as an Additional Insured on SUBCONTRACTOR'S Bobtail/Non-Trucking Use Insurance. The required limits are stated on Exhibit B (49 C.F.R. §376.12(j)(1)).

SUBCONTRACTOR shall file with CARRIER a copy of the policies or certificates showing coverage in the required amounts specified in Exhibit B and describing the equipment in Exhibit A. SUBCONTRACTOR agrees that if it does not supply these policies or certificates to CARRIER within 72 hours from the date of this Agreement, CARRIER has the right to terminate this Agreement.

SUBCONTRACTOR agrees that if any claim is made for injury to or death of persons, or loss or damage to property or cargo, arising out of the operation of the Equipment while it is being operated in the service of CARRIER, it will indemnify and hold CARRIER harmless against any claim which may be made against CARRIER, such indemnification to apply to any amounts paid in settlement or pursuant to a judgment, including legal fees and expenses.

12. Identification of the Equipment. CARRIER will furnish identification for the Equipment and authorizes it to be displayed by SUBCONTRACTOR only when the Equipment is being used in the service of CARRIER and in accordance with all applicable laws and regulations. SUBCONTRACTOR acknowledges receipt from CARRIER of placards or identification devices and agrees that it will display the placards or identification devices of CARRIER on the Equipment but only when it is being used in the service of CARRIER and in accordance with all applicable laws and regulations. SUBCONTRACTOR agrees to indemnify and hold CARRIER harmless from any and all claims, suits, losses, damages or liability arising out of the unauthorized use of the placards or identification devices, whether prior to or subsequent to the termination of this Agreement.

If SUBCONTRACTOR has other markings, identification or other items on the Equipment which is objectionable to CARRIER, SUBCONTRACTOR agrees, at the request of CARRIER, to remove them while the Equipment is being used in the service of CARRIER.

SUBCONTRACTOR shall be responsible for removing all identification devices from the Equipment immediately upon the termination of this Agreement and returning them by first class mail, postage prepaid, to CARRIER within forty-eight (48) hours of the termination of this Agreement (49 C.F.R. §376.12(e)).

13. Inspection of Equipment. SUBCONTRACTOR agrees to submit the Equipment for CARRIER's inspection at the time CARRIER takes possession and periodically thereafter as required by CARRIER and to furnish to CARRIER all necessary information and document of title or registration so as to enable the CARRIER to correctly identify the Equipment on Exhibit C and complete the report of vehicle inspection.

14. Possession of Equipment and Receipt Therefor. Upon taking Possession of the Equipment CARRIER shall furnish to SUBCONTRACTOR receipt number 1 on Exhibit C for

such possession stating the date and hour when possession is taken by CARRIER. When possession of the Equipment is surrendered by CARRIER to SUBCONTRACTOR, SUBCONTRACTOR shall furnish receipt number 2 on Exhibit C to CARRIER, stating the date and how- when possession is retaken. The receipts may be transmitted by mail, telefax, telegraph, or other similar means of communication (49 C.F.R. § 376.11(b)).

15. Charge-Back Items and other Deductions. SUBCONTRACTOR agrees that, consistent with the other terms of this Agreement, CARRIER may charge back to SUBCONTRACTOR and deduct from the compensation due SUBCONTRACTOR, at the time of settlement, the full actual cost incurred or paid by CARRIER of the following: (a) all costs of operation set forth in paragraph 8; (b) fuel purchased from or charged to CARRIER; (c) unremitted C.O.D. and freight collect charges; (d) the current applicable rental fee per day for unauthorized use of equipment; (e) expenses incurred by CARRIER as a result of SUBCONTRACTOR's failure to make equipment repairs upon CARRIER's request, failure to comply with all termination requirements, charging items under CARRIER's name or to its account without prior authorization, or failure to effect pickup or delivery of freight in accordance with instructions on the bill of lading; (f) personal injury, property damage or cargo loss or damage claims arising out of the use of the Equipment by SUBCONTRACTOR other than in the service of CARRIER and for which CARRIER has incurred a legal obligation to pay, including legal fees and expenses; (g) all incidental expenses related to cargo handling and claims including wrecker, crane and towing service; (h) fees for physical examinations, drug testing, credit verification and other investigations of drivers; (in) Workers' Compensation and employer's liability insurance premiums set forth in paragraph 18; and (j) all claims against CARRIER or costs and expenses incurred by CARRIER resulting from the negligence of or acts and omissions of SUBCONTRACTOR.

Prior to making deductions from the compensation for damage to cargo or property, CARRIER shall deliver to SUBCONTRACTOR a written explanation and itemization of the deductions. SUBCONTRACTOR shall be afforded copies of those documents which are necessary to determine the validity of any deductions made by CARRIER (49 C.F.R. §376.12(j)(3)).

16. Workers' Compensation. SUBCONTRACTOR agrees to assume responsibility for and to purchase and keep in force Workers' Compensation and employer's liability insurance at his own expense, for his own benefit and that of drivers, helpers and other personnel employed by him, and to provide CARRIER with evidence of said protection.

SUBCONTRACTOR agrees to indemnify and hold CARRIER harmless from all liability arising out of SUBCONTRACTOR's failure to keep in force Workers' Compensation, employer's liability or similar insurance coverage. In no event shall CARRIER be held responsible for any liability of SUBCONTRACTOR arising under any Workers' Compensation Act or employer's liability law. SUBCONTRACTOR shall provide CARRIER with evidence of appropriate coverage within forty-eight (48) hours after the date of this Agreement. The policies shall include an agreement by the underwriters to give CARRIER thirty (30) days written notice of cancellation or change.

17. Indemnification. SUBCONTRACTOR agrees to indemnify and hold CARRIER harmless from and all liabilities, obligations, losses, claims and expenses, including reasonable attorney's fees and expenses, incurred by CARRIER arising out of SUBCONTRACTOR'S operations pursuant to this Agreement including but not limited to: (1) any actions brought against CARRIER involving injury or death of any person, or damage to property, including the Equipment. or loss of or damage to cargo, sustained by reason of any actual or alleged negligent act or omission on the part of SUBCONTRACTOR or its agents or employees; (2) any actions brought against CARRIER by any regulatory or governmental agency alleging any violation of any federal, state or local law, rule, regulation or ordinance by CARRIER; (3) any actions brought against CARRIER resulting from SUBCONTRACTOR's failure to pay the costs of operation set forth in paragraph 8; (4) any actions resulting from any breach by SUBCONTRACTOR of any provisions of this Agreement; and (5) where any other provisions of this Agreement provide for indemnification of CARRIER. Subject to any applicable laws and regulations, CARRIER may deduct at time of settlement the full amount of all actual or realized liabilities covered by this Indemnification for which CARRIER has incurred a legal obligation to pay. This indemnification shall apply to any amounts paid in settlement or pursuant to a judgment, including legal fees and expenses. This indemnification shall be for the benefit of CARRIER only and shall not relieve CARRIER's insurance carrier of any responsibilities. This indemnification provision shall continue in full force and effect, regardless of the termination of this Agreement.

18. Taxes. SUBCONTRACTOR shall be responsible for compliance with all federal, state and local laws and regulations relating to the employment of personnel and to the payment of all taxes related thereto. SUBCONTRACTOR shall also be responsible for compliance with all applicable fuel, road and related taxes. Regardless of the duration of this Agreement as set forth in Paragraph 4, SUBCONTRACTOR shall be responsible for registering with the appropriate governmental agencies the motor vehicle equipment which is the subject of this Agreement; to obtain fuel decals therefore, to file all required tax reports, to pay all applicable fuel and motor carrier road taxes and to comply with all provisions of the applicable laws and regulations,

19. SUBCONTRACTOR Responsible for All Purchases. SUBCONTRACTOR, its agents and employees shall not charge any purchases to CARRIER. If, in violation of this paragraph, SUBCONTRACTOR or its employee or agent shall charge any purchase to CARRIER and if CARRIER shall be called upon to pay therefore, the parties agree that in addition to any other remedy available to CARRIER under this Agreement, such sums paid by CARRIER shall be considered an advance to SUBCONTRACTOR and at settlement CARRIER is authorized to deduct the full amount of such advances from any monies due or becoming due to SUBCONTRACTOR.

20. C.O.D. Shipments. SUBCONTRACTOR will transmit to CARRIER, immediately upon completion of the delivery, any funds paid by the consignee for a shipment handled on collect basis without withholding any funds which might be due SUBCONTRACTOR as compensation under the Agreement.

21. Accidents. SUBCONTRACTOR will immediately notify CARRIER in the event

of any accident involving the equipment or the driver which may result in bodily injury, death, property damage or cargo damage. SUBCONTRACTOR will cooperate fully with CARRIER and its insurance company in the investigation, assertion and/or defense of any claims pertaining to the accident.

22. Passengers. SUBCONTRACTOR shall not transport any passengers in the Equipment at any time without the prior written authorization of CARRIER (49 C.F.R. §392.60).

23. Products, Equipment and Training. CARRIER may at various times provide SUBCONTRACTOR with certain products and/or equipment including, but not limited to, trailers, chains and binders, straps and tarpaulins. Such products and equipment shall at all times remain the sole property of CARRIER and shall be returned by SUBCONTRACTOR to CARRIER upon request by CARRIER. SUBCONTRACTOR is responsible for the maintenance of all products and equipment provided by CARRIER and shall be responsible for the cost of repairs or replacement value if the products or equipment are lost, stolen or damaged. SUBCONTRACTOR may at various times be subject to mandatory training by CARRIER and an agent thereof; SUBCONTRACTOR must comply with such training.

24. Radar Detectors Prohibited. SUBCONTRACTOR is prohibited from using a radar detector or equipping his vehicle with a radar detector. This prohibition also applies to all other drivers used by INDEPENDENT SUBCONTRACTOR who operate the equipment (49 C.F.R. §392.71).

25. Hand-Held Mobile Telephone Use Prohibited. SUBCONTRACTOR is prohibited from using a hand-held mobile telephone while driving a commercial motor vehicle. Driving means operating a commercial motor vehicle on a highway, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can safely remain stationary. Using a hand-held mobile telephone is permissible when necessary to communicate with law enforcement officials or other emergency services (49 C.F.R. §392.82).

26. Non-Circumvent. SUBCONTRACTOR shall respect the integrity and tangible value of the information gathered during the course of engagement with CARRIER and shall not in any manner whatsoever, either at the present time or at a future time, attempt to circumvent the validity and integrity of this Agreement. In the course of business relation or past or future meetings, any contacts introduced by one CARRIER to the others shall be considered the property of the introducing CARRIER.

SUBCONTRACTOR agrees to keep confidential the names of any contacts introduced or revealed to SUBCONTRACTOR, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first receiving express written consent from CARRIER. Such confidentiality includes any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to SUBCONTRACTOR during the course of business. Such

information is the property of the CARRIER and shall not be used by SUBCONTRACTOR for any purpose without the prior written permission of CARRIER.

27. Non-Solicitation.

A. During the term of this contract and for a period of twelve (12) months after this Contract expires or is terminated, whether CARRIER terminates the contract or otherwise, SUBCONTRACTOR will not directly or indirectly, contact, solicit or communicate with CARRIER Customers for the purpose of:

- i. Diverting or influencing or attempting to divert any business of CARRIER to any Competitor;**
- ii. Providing Similar or the same Trucking Services that CARRIER Provides;**
- iii. Interfering in any way with the relationship between CARRIER and any third party;**
- iv. Convincing customers from doing business with CARRIER;**
- v. Otherwise interfering in any fashion with the business or operations being conducted by CARRIER.**

28. Confidentiality. During the term of this Contract and for a period of twenty-four (24) months after this Contract expires or is terminated, whether CARRIER terminates the contract or otherwise, SUBCONTRACTOR will not directly or indirectly, use for the personal benefit of himself or third parties, or divulge, disclose, or communicate in any manner any confidential information that is proprietary to services and operations of CARRIER, including confidential information relating to products and services, business practices, processes, research and development, business relationships and the needs and requirements of CARRIER's customers, trade secrets, intellectual property, works and other property that is proprietary to CARRIER and/or CARRIER's clients, customers, vendors, suppliers or affiliated companies. SUBCONTRACTOR will protect such information and treat it as strictly confidential,

29. Text Messaging Prohibited. SUBCONTRACTOR is prohibited from text messaging at any time while driving the equipment except when necessary to communicate with law enforcement officials or other emergency services. This prohibition also applies to all other drivers used by SUBCONTRACTOR who operate the equipment (49 C.F.R. §392.80).

30. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed to have been duly given if addressed and mailed to the parties at the addresses set forth below.

31. Copy of Agreement. An executed copy of this Agreement or a Certificate in Lieu

of the Agreement shall be carried in the equipment at all times when it is being operated in the service of CARRIER.

32. Binding Effect. This Agreement shall be binding upon and inure to the benefit or detriment of the parties and their respective successors in interest, assigns, heirs and legal representatives.

33. Integration. This Agreement constitutes the entire Agreement between the parties and cancels or replaces any other oral or written Agreement or arrangements heretofore in existence. It shall not be modified or changed by any express or implied promises, warranties, guaranteed representation or other information unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

34. Construction and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas without giving effect to the conflict of law's provisions thereof. The domicile of CARRIER shall determine the venue for purposes of any legal action instituted by either party in connection with this Agreement.

35. Severability. If any portion of this Agreement is held to be unlawful or otherwise unenforceable, such determination shall not affect the validity of the remaining portions of this Agreement.

36. Paragraph Headings. The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation of the scope of the particular paragraphs to which they refer.

37. Authority. Each individual executing this Agreement, or subsequent Exhibits, on behalf of said corporation, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said corporation and that this Agreement is the legal, valid and binding obligation of said corporation enforceable in accordance with its terms.

38. Non-Assignability. This Agreement shall not be assignable or otherwise transferable by either party without the prior written consent of the other party.

39. Facsimile/Electronic Signatures. Facsimile and/or electronic signatures on this Agreement shall be deemed original signatures and as such shall be fully binding on the parties.

IN WITNESS WHEREOF, CARRIER and SUBCONTRACTOR enter into this Agreement on the _____ day of _____, 20_____, which shall be the effective date.

[SIGNATURES ON FOLLOWING PAGE.]

CARRIER:

Signature

Printed Name

Title

SUBCONTRACTOR:

Signature

Printed Name

Title

EXHIBIT A – Part 1 – Equipment

<u>Make</u>	<u>Type of Vehicle</u>	<u>Year</u>	<u>Model</u>	<u>Serial No.</u>	<u>License No.</u>	<u>State</u>

EXHIBIT A - Part 2 - Compensation

The compensation to be paid by CARRIER to SUBCONTRACTOR shall be equal to _____ % of the pre-determined rates. Payments will be made ten (10) days after the termination of the trip.

CARRIER:

SUBCONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

EXHIBIT B - Insurance

MINIMUM INSURANCE REQUIREMENTS

Our procedures require that we receive a Certificate of Insurance from your agent or insurance company within three (3) days of the execution of this Agreement. Our requirements are:

1. Workers' Compensation and Employer's Liability

Coverage A:	Statutory for states of operations.
Coverage B - Employer's Liability:	\$1,000,000 Bodily Injury
Bodily Injury by Disease:	\$1,000,000
Bodily Injury by Disease:	\$1,000,000 Aggregate o

2. Comprehensive General Liability Coverage

\$1,000,000 each Occurrence/ \$2,000,000 Aggregate

3. Automobile Liability

\$1,000,000 Combined Single Limit

- Any Auto - Symbol 1, or
- All Owned, Non-Owned and Hired
- All Risk Motor Truck Cargo - as applicable

**MCS 90 Endorsement as applicable for FHWA and ICC compliance for transportation of bulk goods or hazardous materials*

4. Umbrella/Excess Liability

\$5,000,000 each Occurrence / \$5,000,000 Aggregate

- Scheduled Underlying (GL, Auto, and EL)
- Follow form Scheduled Underlying Terms

The following apply to all policies except where noted:

A. CARRIER should be designated as an Additional Insured and shall be identified on the certificates of insurance issued on behalf of SUBCONTRACTOR and each SUBCONTRACTOR (as applicable) providing services, materials or work. SUBCONTRACTOR shall provide evidence of a Blanket Additional Insured endorsement where required by written contract. This does not apply to Workers' Compensation Insurance.

- Does not apply to Workers Compensation

B. Blanket Waiver of Subrogation in Favor of **CARRIER**

C. SUBCONTRACTOR's Insurances are Primary over any insurances maintained by CARRIER

D. 30-day Notice of Cancellation or Material Change

SUBCONTRACTOR has furnished CARRIER with evidence of General Liability, Property Damage and Cargo Insurance in the following minimum amounts:

General Liability: _____

Property Damage: _____

Cargo Insurance: _____

Workers' Compensation: _____

CARRIER:

SUBCONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

EXHIBIT C - Equipment

REPORT OF VEHICLE INSPECTION

	Make	Year	Model	Serial No.	License No.	State	Owner
Tractor							
Truck							
Semi							
Full Trailer							

Indicate the proper column the result of the inspection of each item listed:

Item	Not Defective		Defective		Description of Defect
	Power	Power	Power	Power	
	Unit	Trailer	Unit	Trailer	
Body					
Brakes					
Cooling System					
Drive Line					
Emergency Equipment					
Engine					
Exhaust					
Fuel System					
Glass					
Horn					
Leaks					
Lights (state which)					
Reflectors					
Speedometer					
Springs					
Steering					
Tires					
Wheels					
Windshield Wiper					
Any items requiring attention					

[SIGNATURES ON FOLLOWING PAGE]

I hereby certify that on the _____ day of _____, 20____, I carefully inspected the Equipment described above and that this is a true and correct report of the result of such inspection.

Signature of person making inspection

Printed name of person making inspection

I hereby certify that on the date stated above the person who made the inspection covered by this report was competent and qualified to make such inspection and was duly authorized to make such inspection as a representative of : _____

Date: _____

Officer or General Manager

Printed Name of Officer or General
Manager