5857 Park Vista Circle

Telephone 888.400.6015

Fax 888.389.0939



Dallas Fort Worth Trucking Corporation

Independent Contractor Service Agreement

Print Name	Signature	Date	
content hereto and in	corporated herein for a	all purposes (the "Equipment") is not subject to any o	
herein, the Parties mu	itually agree as follows:		
Contractor of commo	dities as may be provide	enter into an agreement providing for transportation led by Carrier; nutual covenants, promises and agreements containe	·
		nged in the business of transporting freight by motor , private carriers or shippers, and	vehicle
desires to obtain auth	- ,	on); being a 'for hire common and contract motor ca with equipment it does not own through arrangemer uck equipment; and	
'Carrier'). This Agreer Contractor and Carrie any requirements und	ment cancels and super r (collectively the 'Parti ler a prior service agree	, Keller Texas 76244, (hereinafter " DFW Trucking' or rsedes any other service agreement that may exist be ies') on the date of execution of this Agreement. However, and the concentration of the prior service agreement(s).	wever,
Employer's Tax I. D. #	is	(hereinafter "Contractor") and Dallas Fort Wor	rth
address is		, and whose Federal (hereinafter " Contractor ") and Dallas Fort Wor	
•		whose principal busir	•
The Independent Con	tractor Service Agreem	nent (hereinafter "Agreement") is made and entered	into by

Equipment & Services

Carrier does not agree to provide for Contractor, under the terms and conditions and subject to all provisions expressed herein, the Equipment to enable Contractor to perform contracts with its customers for transporting commodities. Contractor is solely responsible for obtaining the necessary Equipment in order to perform his/ her contractual duties as outlined by the Carrier; DFW Trucking Corporation. Contractor also agrees to either operate or provide for the operation of the Equipment with qualified drivers and labor, under the terms and conditions and subject to all provisions expressed in this Agreement, to enable Carrier to perform its contracts with its customers.

By Executing and performing this Agreement, the Parties hereto intend to create an independent contractor relationship, not an employer/ employee relationship, for all purposes between Carrier and Contractor and any employees, officers, agents and/ or servants of Contractor. In connection therewith, Contractor agrees to retain sole financial responsibility for all withholding, employment or other taxes due to federal, state or local government on account of its employees, officers, agents and/ or servants necessary for the performance of Contractor's obligations under the terms of this Agreement.

Carrier shall have exclusive possession, control and use of the Equipment as required by Title 49, Section 376.12(c) (1) of the Code of Federal Regulations (hereinafter the "CFR"), and shall assume complete responsibility to the p public for the operation of the Equipment for the duration of this Agreement as and to the extent required by other applicable regulatory authorities. Carrier's exclusive possession, control and use of the Equipment shall last until possession of the Equipment is surrendered to Contractor or given to another carrier in an interchange of equipment where such is contemplated. A receipt evidencing Carrier's possession of the Equipment may be signed by Contractor or Carrier or their authorized representative ad a copy thereof shall be carried in the equipment while the equipment is in the possession of Carrier. However, nothing in this Paragraph 3 shall be deemed to relieve Contractor and/or its employee, officers, agents and/or servants may have to the public for operation of the Equipment or from any responsibility and/or liability owed to Carrier by Contractor and/or its employees, officers, agents and/or servants under this Agreement or any other agreement by Contractor to hold Carrier harmless or any other agreement by Contractor and/or its employees, officers, agents, and/or servants to indemnity Carrier.

Contractors shall ensure that vehicles and assets are in compliance with all federal, state and local laws and regulations. Contractors must ensure that independent operator's obtains all certifications and compliances needed to meet the requirement of independent operator's duties and responsibilities that have been communicated by the Carrier in accordance with the FMCSA, USDOT, TX DMV and all local rules and regulations.

Print Name	Signature	Date	

On-Road Items Contractor must obtain keep a copy in vehicle at all times:

- 1. License plates, a copy of vehicle registration, 2290 Permit
- 2. A copy of Federal DOT vehicle and trailer inspection
- 3. 12 4 Inch Straps, 8 5/8 Inch Chains & Binders, 20 Edge Protectors, 2 Tarps @ 8 Ft Drop
- 4. 1 Cheater Bar & Box of Rubber straps
- 5. 1 Set of PPE (personal protective equipment); 1 Hard Hat, 1 Set of Steel Toed shoes, 1 Safety Vest, 1 Set of Safety Goggles.
- 6. 1 Set of Fuses (Vehicle) and 2 Sets of Reflector Triangles
- 7. Long Sleeve Shirt & full length pants; (Carry in Vehicle, some Recipients require it before unloading)
- 8. A copy of MC Authority (DFW Trucking), A copy of insurance on Truck/ Trailer and Cargo Policy
- 9. All Pre-hire DOT Drug & Alcohol Screening and DOT Physicals

Owner's Operations Maintenance & Expenses

The Contractor is solely responsible for the upkeep and maintenance of his/ her tractor, trailer and all equipment exclusively required to perform customer service for the Carrier's shippers and recipients. These duties and responsibilities include but are not limited to: Adequate Fuel and lubricants, routine preventive maintenance checks and services, unscheduled maintenance/ roadside maintenance, tire repair and replacement, and physical vehicle repair and cleanliness.

The Carrier require Contractors to establish and maintain a \$1500.00 Maintenance Escrow to allocate funds for unscheduled maintenance that occur while under lease agreement. The \$1500.00 Maintenance Escrow will be assessed from weekly payroll settlement at \$50.00 per week. The \$1500.00 Maintenance Escrow will not begin until the 60 days after the Contractor has initiated the Lease Agreement. The \$1500.00 Maintenance Escrow will not exceed \$1500.00.

Optional Services:

Fuel Advances: \$25.00/ week plus total cost of fuel up to weekly maximum of \$750.00

Tire Repair: \$25.00/ incident plus total cost of tire repair up to weekly maximum of \$400.00

Trailer Lease Duties and Responsibilities

During the term of this Agreement, the charge per week by Carrier to Contractor for any trailer or other property of Carrier held by Contractor without authorization shall be \$200.00 per week. This weekly rate shall be assessed via the Contractor's settlement. The \$200.00 trailer charge shall be assessed on a continuum basis regardless if the Contractor choses to perform any Carrier work. These charges will continue until the Contractor present a 15 day written notice of intent to discontinuance of trailer lease. This notice will serve as a reasonable time period to allow the Carrier ample opportunity to release the trailer or company asset.

The Contractor will be solely responsible for the upkeep of the trailer and/ or company asset as long as the asset is leased to the Contractor. The maintenance upkeep includes trailer bed, light fixtures, safety markings, land gear assembly, beams and undercarriage, electrical wiring, utility box and dunnage racks. Upon performing an initial Trailer inspection. The Contractor will assume responsibilities for the trailer tire, rim and axle assemblies. Upon retirement of the Trailer lease, the Carrier will perform a Post Inspection on the trailer for defects and damages. Any deficiencies found on the trailer will be assessed from the Contractor's final Pay settlement.

Print Name	Signature	Date

When unloading and a lumper fee is required, the Contractor will reimburse the lumper expense to the Carrier via the Payroll Settlement.

The Owner Operator Lease Agreement will include one (1) 2016 Transcroft aluminum/ wooden combination Flatbed at 48 foot by 102 inches in width. The Flatbed is equipped with a split axle chassis, an aluminum utility box.

In order for this Owner Operator Lease Agreement to become legally binding, the applicant must either have a Commercial Driver License with a Class-A endorsement and must show Proof of residency with two forms of identification or in the event that the lease applicant is not the owner operator of the Flatbed trailer, then, the applicant must still submit the required two forms of identification and two forms of Proof of residency. In addition, all designated owner operators must sign the Bill of Operations Record in order to have authority to operate the Transcroft Flatbed trailer. Failure to obtain proper authorization to operate the 2016 Transcroft Flatbed that is in question is a direct breach of contract and all efforts will be utilized to repossess custodial maintenance of the flatbed trailer. At that time, all contractual privileges will be revoked and procedures will be executed to seize all outstanding debt, accrued expenses and all expenditures required to terminate the contractual agreement and seize the company's assets. If a contractual agreement is revoked, the charges will be assessed via the Owner Operator's Payroll settlement.

In the event that the Owner Operator Lease agreement has been signed and dated, all of the necessary documents and forms of identification have been submitted to the Dallas Fort Worth Trucking Corporation, after proper processing of the applications and documents, the applicant will be given a walk through Pre-inspection of the assigned trailer. The Owner Operator will be required to sign off on the Pre-Inspection form prior to taking possession of the flatbed trailer.

In order to protect the integrity of all parties involved, D F W management will take photos of the 2016 Transcroft Flatbed trailer and the photos will be placed in Inventory Files for future preservation. These photos will be used to protect the rights of the Leasee as well as the Leasor in the event of conflict of interest occur. This Owner Operator Lease Agreement shall remain in effect for a period of 12 months. At that time the Lease agreement will expire and the Leasee will be required to renew the Owner Operator Lease agreement with D F W Trucking. The Leasee is responsible for ALL maintenance and repair of the flatbed trailer. Due to the low weekly lease payments, D F W trailers will be leased on an 'As is' basis. D F W Trucking will perform a Preventive Maintenance Check and Services inspection on the 2016 Transcroft Flatbed trailer on a quarterly basis.

Print Name	Signature	Date	
terms of conditions su Lease Agreement.	rrounding this Trailer Lease Agre	eement. Failure to do a proper and thorough Pre	!-
· ·	•	ugh Pre-Lease Inspection prior to accepting the	
As an Owner/ Owner O	Operator, I	; understand that it is my	
become effective on _		, 20	
2016 Flatbed Trailer fr	om the Carrier; Dallas Fort Wort	th Trucking Corporation. This lease agreement w	il
As an Owner/ Owner O	Operator, I,	; am in agreement with the lease of	f
Asset Management Pro			_•

If Contractor fails or refuses to advise Carrier of the current location of any and/ or all of the Carrier's trailers or company assets being utilized with, or in connection with, the operation of Contractor's Equipment, at least once each 24 hours of such utilization, this Agreement may be immediately terminated and cancelled by Carrier.

Liability of Leased Trailers and Equipment

It is understood and agreed that if Contractor pulls a trailer of Carrier within the scope of this Agreement, Contractor will be responsible for the leased trailer and/ or other company equipment. Note, the Contractor is only authorized to transport cargo for DFW Trucking shippers and recipients.

In the event of a vehicular and/ or trailer accident or incident caused by the Independent operator, the Contractor is responsible for damages incurred. The Contractor will be required to reimburse the Carrier for damages resulting from the accident or incident within a period of **90 days**. The Contractor will be scheduled equal payments no greater than \$150.00 per weekly settlement. The scheduled payments will be terminated as soon as the accidental/incidental damages have been fully reimbursed.

Contractor must immediately notify dispatch in the event of a vehicular and/ or trailer accident/ incident occurrence. Contractor cannot disfigure, modify, paint, augment or detach anything to the leased equipment without the written consent of a member of DFW ownership. Dispatch does not have the authority to authorize any permanent changes without the written consent of a member of DFW ownership.

The trailers must be stored at the Contractor's yard; 8815 C. F. Hawn Freeway, Dallas, Texas 75217 on a daily basis, unless the driver is under a load that is destined outside of local pick up and deliveries.

Permits and Regulatory Taxes

Contractors must comply with all permits, taxes and certification requirements by the FMCSA, US DOT TX DMV and local jurisdictions. Any Contractor who fails to comply with all federal, state and local ordinances, rules and regulations breach their contract and forfeit the content of this Lease Agreement with the Carrier; DFW Trucking Corp. To ensure that all such regulatory statutes are met, the Carrier will advise the Contractor at least 15 days prior to the due date of the permit and/ or tax. This will allow the Contractor a period of time to satisfy the requirement. If the Contractor does not satisfy the regulation in full, the Carrier is obligated to do so. If the Contractor fails to meet their obligations, the Carrier will ensure that all relations are satisfied by assessing the funds from the payroll settlement.

All DOT/ Non-DOT & Moving Violations Must Be Reported Immediately

Any and all Driving and Non-Driving violations by the Independent Operator must be sent to the Carrier on the **same day of issuance**. Any and all commercial and non-commercial violations by the Independent Operator must be sent to the Carrier on the **same day of issuance**. This action will allow the Carrier to ascertain the severity of the violations and ensure that the necessary actions are followed up by the Independent Operator. All violations and Citations must be fully satisfied in order for the Independent Operator to continue utilizing the DFW trailer/ assets.

Print Name	Signature	Date

Breach of Contractual Obligations

The guidelines and rules of contents must be adhered to in order to prevent a breach of contract. If the Contractor breaches the Ownership/ Lease Agreement, the company logos, vehicle on-road documents, trailers and assets must be returned to the Carrier's parking terminal at 8815 C. F. Hawn Freeway, Dallas, Texas 75217 immediately.

Terms and Conditions

The initial term of this Agreement shall be 1 year from the date last set forth below. Unless terminated as set forth in this Agreement, this Agreement shall automatically be renewed for successive 1 year terms.

Carrier (DFW Trucking) only authorizes Contractor to use a designated independent operator and a designated tractor and trailer to transport commodities exclusively for Carrier (DFW Trucking Corporation) customers.

Contractor shall, prior to and/ or as soon as possible after the execution of this Agreement, shall have meeting either in person or via telephone with a member of Carrier's management to discuss and answer any questions the Contractor may have. Contractor is encouraged to have discussion with Carrier's Dispatcher to discuss high and low tides of work availability prior to signing contractual agreement.

Contractor, and not Carrier, has and shall retain the sole responsibility for payment when due all income, highway use, withholding and employment/ vendor contributions and taxes due to federal, state and /or local governments. The Contractors is responsible for proper registration and filing of all required tax forms and returns, not the Carrier, (DFW Trucking). In addition, Contractor must furnish Carrier (DFW Trucking Corporation) a copy of all compliance documents in order to transport freight for Carrier's customers.

Contractor is responsible for all administrative and mechanical expenditures. Contractor is also responsible for maintaining an eligible and trained driver for his/ her tractor.

If Contractor desires to delete or add to the Tractor/ Equipment/ Independent Operator roster, the Contractor must first make the request through Carrier's management. Upon approval, the Contractor may execute use of new addition or deletion of roster.

Contractor recognizes that Carrier's business of providing motor carrier transportation services to the public is subject to customer requirements and to regulation by various federal, state and local governmental agencies. The Carrier; (DFW TRUCKING CORP) take customer complains very seriously. Independent operators are subject to suspension while a customer compliant is being followed up. The Contractor may be held liable to lost revenues if it is determined that the Independent operator was at fault and held liable. Contractor shall bear the responsibility of satisfying all such requirements and the following requirements, subject at all times to verification by Carrier, including:

Print Name	Signature	Date

- a. Maintaining the Equipment in a state of repair required by all applicable rules and regulations including 49 CFR Parts 390(D), 393, 396 and 399 (Contractor shall have a U. S. DOT Inspection performed on the Equipment at least once every 6 months, and shall furnish to Carrier a copy of each annual written U. S. DOT inspection certificate and a copy of each other written U. S. DOT inspection report with a 100% Pass rating prior to being dispatched.
- b. Operating the Equipment in accordance with all applicable federal and state statutes, rules and regulations;
- c. Hiring only drivers and other labor to operate the Equipment and transport the commodities that are qualified under all applicable rules and regulations including 49 CFR Parts 71-173, 177-178, 382-383, 390-393, and 395-397 and approved by Carrier, provided, however, that each driver to be used by Contractor to provide service for Carrier shall also be subject to Carrier's qualification and approval process:
- d. Complying with Carrier's safety policies and safety program;
- e. Transporting on the Equipment only those commodities authorized to be transported by Carrier under MC 904215 and Subs thereafter issued by the federal government, and by other intrastate certificates or registration issued to Carrier;
- f. All Independent Operators must submit Driver daily logs, (on non-local loads), Bill of Ladings, Fuel receipts, ancillary shipping documents, weigh scale tickets, lumper receipts per FMCSA/ US DOT requirements. Contractor must present a monthly maintenance report with verifiable receipts for any and all maintenance conducted on Truck and/ or Trailer.
- g. The Contractor is responsible for paying his/ her Independent Operators. The Carrier is responsible for paying Net Payroll Settlement to Contractor and shall provide a Form 1099 at the end of year to Contractor.
- h. Contractor is not obligated to rent or lease any Tractor, Trailer or equipment of any sorts from the Carrier. This is optional for Contractor. However, Carrier shall approve all Tractors, Trailers and Equipment prior to being dispatched.

Settlement and Payment

In consideration for the Equipment and services provided by the Contractor, Carrier (DFW Trucking) agrees to pay Contractor for each transportation trip undertaken and properly completed by Contractor according to the terms, conditions and provisions of this Agreement, an amount calculated as set forth in this contractual agreement. Contractors shall be paid 80% of Line-Haul and 100% of Fuel Surcharge pay.

Carrier shall settle with Contractor on the following terms, the first week withheld, then the Contractor shall be paid the following Friday no later than 03:00 p.m. However, the Contractor shall only be paid on the completed paperwork that has been submitted to Dispatch by the Independent Operator. All properly completed shipping documents must be submitted no later than Saturday by 05:00 p.m. in order to receive payment on the following Friday. Incomplete Driver Paperwork results in NO Payment for those loads.

order to receive payment on the for those loads.	he following Friday.	Incomplete Driver Pa	aperwork results in NO Payme	<u>n</u>
Print Name	Signature		Date	

The Carrier and the FMCSA/ U S DOT requires fully completed and accurate paperwork on each and every individual trip. Contractor must submit Driver Document Trip envelop each week including all hard copies of shipping documents that should be submitted digitally at the end of each trip to Dispatch.

All Driver Document Trip envelopes must provide the following accurate information: driver name, trip number, truck number, trip load information including the origin location, loading point, stops and drops, dates of all pickups, dates of all deliveries, fuel stops and drops must be placed on all trip envelopes; beginning and ending odometer readings, all fuel stops listed with the correct date, company, zip code, city, state, invoice number, gallons purchased and cost of purchase, a list of all other purchases or repairs identifying the method of payment, a description of irregular loads notes in the drops/ load section.

Each trip envelopes must contain the following documents; copies of all load paperwork including invoices, bills of lading, weight tickets, lumper fees, fully completed delivery receipts noting the date, Carrier's trip number, shipper's number, shipper information, consignee information, number of pieces, load description weight, trailer number, load date, truck and drier, unload date and signed proof of delivery by consignee, a copy of all fuel receipts, completed driver's logs except for the current day drive's log, a copy of all document related to truck repairs or other miscellaneous expense repairs.

Insurance and Liability

Contractors agrees to acquire and maintain at Contractor's expense Tractor's physical damage (tractor and trailer damage) insurance coverage and bobtail coverage on the Equipment. If Contractor acquires and maintains truckers physical damage (tractor and trailer damage insurance, Contractor agrees to furnish Carrier with a copy of certificate of the truckers' physical damage and bobtail coverage.

Contractor is required to furnish Carrier with a certificate of insurance policy at the beginning of each month.

It is understood and agreed that Contractor will be held responsible and liable to Carrier as set forth herein for any shortage of, loss of, or damage to cargo caused by the fault of Contractor, its independent operator, other employees or vendors, officer, agent or servant while being loaded, unloaded or transported by Contractor. Contractor RELEASES and shall at all times DEFEND AND INDEMNIFY Carrier from any shortage of, loss of, or damage to cargo caused by the fault of Contractor, its driver, helper, other employee, officer, agent or servant while being loaded, unloaded or transported by Contractor, its driver, helper, other vendor, officer, agent or servant within the scope of this Agreement. Contractor shall be liable for the actual cost of claims for any shortage of, loss of, or damage to cargo (including related expenses) caused by the fault of Contractor, its driver, helper, officer, agent, or servant, not to exceed \$1,000.00 per individual claim, and such amount shall be deduced from the compensation due to Contractor under this Agreement in Contractor's settlements. Contractor shall be liable for the first \$1,000.00 expended as a result of pu8blic liability and property damage claims caused by the fault of Contractor, its independent operators, officers, agents or servants.

Print Name	Signature	Date

Additional Provisions

Should any paragraph, sentence, clause or phrase of this Agreement be held to e unenforceable or illegal, such determination shall not affect the validity or binding force and effect of the remaining provisions in this Agreement.

This Agreement is non-assignable by Contractor without the prior written consent of an officer of Carrier. Carrier may assign this Agreement without the consent of Contractor.

Carrier and Contractor specially agree that this Agreement shall be binding upon Carrier and Contractor and their successors, agents, representatives, heirs and executors.

Contractor agrees to DEFEND, INDEMNIFY and HOLD HARMLESS Carrier from any claims by the drivers, helpers and other workers employed or used by the Contractor, or by any federal, state or local governmental agency on account of the failure of Contractor to withhold or pay any taxes, wage, highway use, industrial accident claims, workers' compensation claims or the failure of Contractor to take any required action(s), training or certification arising from Contractor's relationship with Contractor's employees, officers, agents and/ or servants, including any and all such claims resulting from NEGLIGENT ACT(S) AND/ OR OMISSION(S) of Carrier and/ or its employees, officers, agents and/ or servants.

Carrier	Contractor
By: Dallas Fort Worth Trucking Corp.	Ву:
Garland R. Watson, IV	
Printed Name of Authorized Representative	Printed Name of Authorized Representative
President	
Title of Authorized Representative	Title of Authorized Representative
Garland R. Watson N	
Signature	Signature
December 24, 2016	
Date	Date

Print Name	 Date