BROKERAGE AGREEMENT CHECKLIST

* AUTHORITY LETTER
* W9 FORM
* LETTER FROM IRS (TIN)
* LICENSE COPY
* TRAILER LEASE AGREEMENT
* SUB- HAULER AGREEMENT
* INSURANCE FORM
* CAB CARD

 

 4670 SAWTELLE AVE YUBA CITY, CA 95991

 PH. 530-923-4141 EMAIL – ​CHANPREET@SDTRUCKWORLD.COM

#  ​ SUB-HAULER AGREEMENT​

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

201\_\_\_ , BY AND BETWEEN SD TRUCK WORLD INC ,​ A CALIFORNIA CORPORATION (THE​‘COMPANY’) AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (THE ‘SUB-HAULER’) THE COMPANY AND SUB-HAULER MAY HEREINAFTER INDIVIDUAL BE REFERRED TO AS A ‘PARTY’ OR COLLECTIVELY AS THE ‘PARTIES’

 R E C I T A L S :​

1. COMPANY IS ACTIVELY ENGAGED IN THE BUSINESS OF SOLICITING FREIGHT FOR TRANSPORTATION AND CONTRACTING WITH MOTOR CARRIERS TO MEET THE DISTINCT NEEDS OF ITS CUSTOMERS.
2. SUB-HAULER IS A MOTOR CARRIER REGISTERED WITH, OR POSSESSING THE AUTHORITY ISSUE BY THE APPROPRIATE STATE AND/OR FEDERAL

GOVERNMENT AGENCY NECESSARY TO ENGAGE IN THE BUSINESS OF INTERSTATE AND/OR INTRASTATE TRANSPORTATION OF PROPERTY BY MOTOR VEHICLE.

1. COMPANY IS DESIROUS OF CONTRACTING WITH SUB-HAULER ON A

NON-EXCLUSIVE BASIS TO PROVIDE TRANSPORTATION OR HAULING

SERVICES FOR COMPANY’S CUSTOMERS (HEREINAFTER REFERRED TO AS ‘CUSTOMERS’)

#  ​ AGREEMENT​

 1. TRANSPORTATION / HAULING SERVICES

 ​COMPANY HEREBY AGREES TO RETAIN THE SERVICES OF SUB-HAULER ON A

NON-EXCLUSIVE BASIS FOR PURPOSES OF TRANSPORTATION/HAULING FREIGHT

(THE ‘SERVICES’) FOR COMPANY’S CUSTOMERS, AND SUB-HAULER HEREBY

AGREES TO PROVIDE SUCH SERVICES ON THE TERMS AND CONDITIONS SET

FORTH IN THIS AGREEMENT. COMPANY SHALL CONTACT SUB-HAULER AT SUCH

TIMES AS FREIGHT IS AVAILABLE FOR DISPATCH, AND SHALL RETAIN SUB-HAULER

IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 2 BELOW. THIS

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( INITIAL HERE )​

AGREEMENT SHALL GOVERN EACH AND EVERY HAUL OR SHIPMENT MADE BY

SUB-HAULER FOR COMPANY’S CUSTOMERS OR OTHERWISE COMPANY’S

REQUEST, AND SET FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES WITH

RESPECT TO THE SERVICES TO BE PROVIDED BY SUB-HAULER, UNDERSTANDING

OF THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED BY

SUB-HAULER, EXCEPT THE RATE OF COMPENSATION, THE NATURE OF THE FREIGHT TO BE HAULER, AND THE SHIPPING SCHEDULE AND DESTINATION(S) AS SHALL BE DETERMINED IN CONNECTION WITH EACH HAUL.

# SUB-HAULER’S OBLIGATIONS

A. PROCEDURE, COMPANY SHALL CONTACT SUB-HAULER WHEN FREIGHT IS AVAILABLE FOR DISPATCH COMPANY SHALL OFFER AND A RATE AT WHICH SUB-HAULER WILL BE COMPENSATED FOR THE HAUL DESCRIBED.

SUB-HAULER SHALL ACCEPT OR REJECT COMPANY’S OFFER. COMPANY

SHALL PAY SUB-HAULER IN ACCORDANCE WITH COMPANY’S CONTRACT

FREIGHT RATES; AS SUCH RATES MAY BE ADJUSTED BY COMPANY FROM

TIME TO TIME. SUB-HAULER COMPENSATION SHALL BE FURTHER

GOVERNED BY THE TERMS OF SECTION 5 BELOW. SUB-HAULER AGREES TO ISSUE INVOICES FOR ITS SERVICES TO COMPANY, AND TO ACCEPT PAYMENT ONLY FROM COMPANY RATHER THAN FROM A CUSTOMER.

 A. SUB -HAULER’S OBLIGATIONS

1. IN PROVIDING SERVICES, SUB-HAULER AGREES TO PROVIDE THE

NECESSARY EQUIPMENT, AND TO PROVIDE TO PAY FOR ALL FUEL AND

OTHER EXPENSES ASSOCIATED WITH THE PROPER OPERATION OF THE

EQUIPMENT. AS BETWEEN COMPANY AND SUB-HAULER, SHALL BE SURELY

RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL

EQUIPMENT EMPLOYED BY SUB-HAULER TO PROVIDE THE SERVICES,

SUB-HAULER AGREES THAT IN NO INSTANCE SHALL COMPANY OR ITS CUSTOMERS BE RESPONSIBLE FOR ANY OF SUB-HAULER’S EXPENSES.

1. SUB-HAULER WARRANTS AND REPRESENTS THAT ALL EQUIPMENT USED BY

SUB-HAULER TO SHIP FOOD PRODUCTS SHALL BE SUITABLE FOR THAT

PURPOSE, CLEAN, FREE OF ODOR, AND SHALL NOT HAVE BEEN USED TO HAUL WASTE OR OTHER PRODUCTS THAT MAY AFFECT THE SAFETY OR CLEANLINESS OF FOOD PRODUCTS.

1. SUB-HAULER WARRANTS AND REPRESENTS THAT ALL EQUIPMENT USED TO SHIP PERISHABLE FOOD PRODUCTS SHALL BE IN GOOD WORKING

CONDITION AND ORDER; THAT ALL REFRIGERATION EQUIPMENT SHALL BE

WORKING PROPERLY AND PROPER TEMPERATURE SHALL BE MAINTAINED AT ALL TIMES BETWEEN THE LOADING AND UNLOADING OF SUCH PRODUCTS.

1. SUB-HAULER WARRANTS REPRESENTS THAT ALL SHIPMENTS SHALL BE DELIVERED IN A TIMELY MANNER IN ACCORDANCE WITH THE SHIPPING SCHEDULES AND DEADLINES PROVIDED BY COMPANY OR IS CUSTOMERS.

 \_\_\_\_\_\_\_\_\_\_ ​( INITIAL HERE )​

1. SUB-HAULER WARRANTS AND REPRESENTS THAT ALL DOCUMENTATION

(INCLUDING, WITHOUT LIMITATION, A BILL OF LADING WITH RESPECT TO ALL

FREIGHT RECEIVED BY SUB-HAULER FOR TRANSPORT AND A PROOF OF

DELIVERY (‘POD’) REFLECTING DELIVERY AND ACCEPTANCE) SHALL BE

PROPERLY COMPLETED, EXECUTED AND THE ORIGINALS RETURNED TO

COMPANY WITHIN SEVEN (7) DAYS OF DELIVERY OF SUCH FREIGHT AT ITS DESTINATION. THE BILL OF LADING SHALL BE CLEARLY AND PROPERLY

EXECUTED ON BEHALF OF THE CUSTOMER OR OTHER SHIPPER, AND THE POD SHALL BE CLEARLY AND PROPERLY EXECUTED ON BEHALF OF THE RECIPIENT.

1. SUB-HAULER SHALL BE RESPONSIBLE FOR DELIVERING FREIGHT AT THE DESTINATION IN THE SAME QUANTITY AND/OR WEIGHT AS LOADED AT THE

POINT OF ORIGINATION FOR SUCH DESTINATION, WITH ALLOWANCE ONLY FOR NATURAL SHRINKAGE. SUB-HAULER SHALL BE SOLELY RESPONSIBLE TO COMPANY AND/OR THE CUSTOMER FOR ANY AND ALL SHORTFALL OR SHORTAGES.

1. SUB-HAULER SHALL BE RESPONSIBLE FOR ITS COMPLIANCE WITH ALL

FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS AND ORDINANCES

(COLLECTIVELY THE ‘LAWS’) GOVERNING THE OPERATION OF MOTOR

VEHICLES BY SUB-HAULER OR ITS AGENTS OR EMPLOYEES, INCLUDING,

WITHOUT LIMITATION, ALL APPLICABLE MOTOR VEHICLE SAFETY RULES,

REGULATIONS, AND PROGRAMS ALL LAWS WITH RESPECT TO CONTROLLED SUBSTANCES AND ALCOHOL TESTING, ALL LAWS REQUIRING SUB-HAULER

TO CONDUCT BACKGROUND INVESTIGATIONS OF ITS EMPLOYEES AND INDEPENDENT CONTRACTORS ENGAGED IN THE OPERATION OF MOTOR VEHICLES, AND ALL LAWS REGULATING HOURS OF SERVICE.

1. SUB-HAULER FURTHER AGREES THAT THE REPRESENTATIONS AND WARRANTIES OF SUB- HAULER PROVIDED IN THIS AGREEMENT BELOW ARE

TRUE AND CORRECT AS OF THE DATE OF THIS AGREEMENT AND SHALL BE TRUE AND CORRECT AT AND AS OF THE TIME ANY SERVICES ARE PROVIDED BY SUB-HAULER TO COMPANY.

#  C. EQUIPMENT PURCHASES OR REPAIRS. ​ IN THE EVENT SUB - HAULER​

PURCHASES FROM COMPANY MATERIALS, PARTS, TIRES OR ANY OTHER ITEM

INCIDENTAL TO THE OPERATION OF SUB-HAULER’S EQUIPMENT OR MAKES

REPAIRS TO SUCH ITEMS OR EQUIPMENT AND CHARGES SUCH EXPENSE TO ITS

ACCOUNT WITH COMPANY, SUB-HAULER HEREBY AUTHORIZES COMPANY TO DEDUCT SUCH COSTS FROM THE NEXT SUB-HAULER SETTLEMENT CHECK, PLUS AN ADDITIONAL FIFTEEN PERCENT (15%) SERVICE CHARGE.

3.SUB-HAULER’S REPRESENTATION , WARRANTIES AND COVENANTS​

SUB-HAULER HEREBY REPRESENTS AND WARRANTS TO COMPANY AS FOLLOWS:

1. SUB-HAULER IS A MOTOR CARRIER REGISTERED WITH, OR PROCESSING

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( INITIAL HERE )​

THE AUTHORITY ISSUED BY AN APPROPRIATE STATE AND/OR FEDERAL

GOVERNMENTAL AGENCY NECESSARY TO ENGAGE IN THE BUSINESS OF

TRANSPORTING PROPERTY BY MOTOR VEHICLE, AND ALL PERMITS, LICENSES OR

AUTHORIZATIONS USED BY SUB-HAULER AUTHORIZING IT TO TRANSPORT PROPERTY BY MOTOR VEHICLE ARE CURRENTLY IN EFFECT AND IN GOOD STANDING.

1. SUB-HAULER HAS COMPLIED AND WILL CONTINUE DURING THE TERM OF THIS

AGREEMENT TO COMPLY WITH, ALL LAWS, RULES AND REGULATIONS OF ANY

FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, AGENCY OR

REGULATORY BODY HAVING JURISDICTION OVER THE OPERATION BY

SUB-HAULER OR ITS AGENTS OR EMPLOYEES OF ITS VEHICLES OR THE VEHICLES

HIRED OR LEASED BY SUB-HAULER OR ITS AGENTS OR EMPLOYEES OF ITS

VEHICLES OR THE VEHICLES HIRED OR LEASED BY SUB-HAULER, FROM ANY

THIRD PARTY, INCLUDING WITHOUT LIMITATION, COMPANY. SPECIFICALLY AND

WITHOUT LIMITATION, SUB -HAULER CERTIFIES THAT SUB-HAULER, OR IF

SUB-HAULER IS AN ENTITY OR FIRM, ALL OF THE OPERATORS OR DRIVERS

EMPLOYED BY SUB-HAULER, HAVE BEEN PLACED UNDER A TESTING PROGRAM

RELATING TO ALCOHOL AND CONTROLLED SUBSTANCES AS REQUIRED UNDER FEDERAL MOTOR CARRIER REGULATIONS TITLE 49, PARTS 40 AND PARTS 382, AS ADOPTED BY THE STATE OF CALIFORNIA EFFECTIVE JANUARY 1,1996.

1. SUB-HAULER OR, IF SUB-HAULER IS AN ENTITY OR FIRM, EACH

OPERATOR/DRIVER OF SUB-HAULER PROVIDING SERVICES HEREUNDER HOLDS A

COMMERCIAL CLASS A LICENSE AS REQUIRED TO OPERATE A COMMERCIAL

MOTOR VEHICLE, AND SUCH LICENCE HAS NOT BEEN SUSPENDED, REVOKED OR CANCELED, AND THE OPERATOR/DRIVER IS NOT OTHERWISE DISQUALIFIED FROM OPERATING A COMMERCIAL MOTOR VEHICLE.

1. SUB-HAULER OR, IF SUB-HAULER IS AN ENTITY OR FIRM, EACH

OPERATOR/DRIVER OF SUB-HAULER PROVIDING SERVICES HEREUNDER SHALL

PROVIDE THE SERVICES IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE

OR LOCAL LAWS, RULES, REGULATIONS AND ORDINANCES, INCLUDING WITHOUT LIMITATION, THE HIGHWAY SAFETY LAWS OF ALL JURISDICTIONS IN WHICH THE

COMMERCIAL VEHICLE PROVIDING SERVICES IS OPERATED (INCLUDING, WITHOUT

LIMITATION, ALL LAWS LIMITING THE SIZE AND WEIGHT OF VEHICLES AND LOADS, ALL LAWS REQUIRING COMMERCIAL VEHICLES TO STOP FOR TESTING AND INSPECTION, AND ALL LAWS REGULATING HOURS OF SERVICE).

1. NEITHER SUB-HAULER OR, IF SUB-HAULER IS AN ENTITY OR FIRM, NOR ANY

OPERATOR/ DRIVER OF SUB-HAULER PROVIDING SERVICES HEREUNDER HAS

BEEN CONVICTED OF ANY TRAFFIC VIOLATED ANY OUT-OF-SERVICE ORDER, OR

FAILED TO COMPLY WITH ANY JUDGEMENT OR ORDER FOR FAMILY SUPPORT

WHICH CONVICTION, VIOLATION OR FAILURE TO COMPLY, IF KNOWN TO THE CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (THE ‘DMV’) OR OTHER

GOVERNMENTAL AGENCY PROVIDING LICENSE, WOULD RESULT IN THE

SUSPENSION, REVOCATION OR CANCELLATION OF SUB-HAULER’S OR SUCH OPERATOR’S DRIVER’S LICENSE OR AUTHORITY TO OPERATE A COMMERCIAL VEHICLE.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(​ INITIAL HERE )

1. SUB-HAULER OR, IF SUB-HAULER IS AN ENTITY OR FIRM, EACH OPERATOR/

DRIVER OF SUB-HAULER PROVIDING SERVICES HEREUNDER SHALL

PROMPTLY COMPLY WITH ALL NOTIFICATION PROVISIONS UNDER APPLICABLE

LAWS, RULES AND REGULATION OBLIGATION SUB-HAULER OR SUCH

OPERATOR/DRIVER TO PROMPTLY NOTIFY THE DMV OR OTHER GOVERNMENTAL

AGENCY PROVIDING LICENSURE OF ALL OUT-OF-STATE ACCIDENTS OR CONVICTIONS REQUIRED TO BE REPORTED TO THE DMV OR SUCH OTHER GOVERNMENTAL AGENCY.

4.AUTHORITY OF COMPANY​

 SUB-HAULER AGREES THAT COMPANY MAY SOLICIT FREIGHT TO BE HAULED BY

SUB-HAULER AND THAT COMPANY HAS THE AUTHORITY TO ACT ON SUB-HAULER’S

BEHALF FOR THE PURPOSE OF SECURING FREIGHT AND ACCEPTING PAYMENT

FOR TRANSPORTATION. IT IS EXPRESSLY AGREED THAT DURING THE TERM OF

THIS AGREEMENT THE TERMS OF THIS AGREEMENT SHALL COVER EACH AND EVERY SHIPMENT MADE BY SUB-HAULER FOR COMPANY’S CUSTOMERS OR ITS REQUEST WITHOUT ANY FURTHER WRITING BEING REQUIRED IN ANY INSURANCE.

5.COMPENSATION​

1. SUB-HAULER AGREES TO TRANSPORT ALL FREIGHT AT THE RATE OR RATES

NEGOTIATED BY COMPANY AND SUB-HAULER IMMEDIATELY PRIOR TO

COMMENCEMENT OF THE SERVICES. IN THE ABSENCE OF ANY PRIOR

NEGOTIATIONS, SUB-HAULER AGREES TO TRANSPORT SUCH FREIGHT WITH

A FEE PAYABLE BY SUB-HAULER TO COMPANY EQUAL TO EIGHT PERCENT

(8%) OF THE LOAD BOOKED. FOR EXAMPLE, IF THE LOAD IS BOOKED FOR

$7,600, THEN THE FEE ON THE LOAD PAYABLE TO COMPANY IS $608 (7,600

TIMES 8% =$608) SINCE THE PRICE OF THE LOAD VARIES EVERY DAY DUE

TO THE MARKET AND FUEL PRICE FLUCTUATING, COMPANY MAKES NO REPRESENTATION OR GUARANTEE OF A LOAD PRICE BEING THE SAME AS ANY PREVIOUS LOAD PRICE.

1. SUB-HAULER SHALL INVOICE COMPANY DIRECTLY, SHALL NOT INVOICE THE

CUSTOMER, AND SHALL LOOK SOLELY TO COMPANY AND TO NO OTHER

PERSON, INCLUDING THE CUSTOMER, FOR PAYMENT OF FREIGHT

CHARGES UNDER THIS AGREEMENT. SUB-HAULER HEREBY WAIVES ANY

RIGHT IT MAY OTHERWISE HAVE TO PRECEDE OR COMMENCE ANY ACTION

AGAINST ANY CUSTOMER FOR THE COLLECTION OF ANY FREIGHT BILLS ARISING OUT OF SERVICES PERFORMED BY SUB-HAULER UNDER THE AGREEMENT.

1. COMPENSATION FOR A HAUL WILL BE PAID TO SUB-HAULER WITHIN 30 DAYS

FROM THE DATE COMPANY RECEIVES FROM SUB-HAULER THE BILLS OF

LADING RELATING TO SUCH HAUL.THE COMPENSATION PAYABLE TO

SUB-HAULER UNDER THIS AGREEMENT MAY BE WITHHELD IN WHOLE OR IN

PART BY COMPANY AND USED TO SATISFY CLAIMS OR SHORTAGES ARISING

OUT OF THIS AGREEMENT OR ANY OTHER CONTRACT OR AGREEMENTS

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(​ INITIAL HERE )

WITH COMPANY OR ITS AFFILIATES, OR TO SATISFY ADVANCES MADE TO, OR ON

BEHALF OF, SUB-HAULER OR TO SATISFY ANY DEBTS OWED BY SUB-HAULER TO

COMPANY OR ANY OF ITS AFFILIATES. THE COMPENSATION PAYABLE TO

SUB-HAULER UNDER THIS AGREEMENT IS FURTHER SUBJECT TO THE OFFSETS AND DEDUCTIONS SET FORTH IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

D. IN CONSIDERATION FOR SOLICITING FREIGHT AND GENERAL SALES AND

MERCHANDISING SERVICES, COMPANY IS HEREBY AUTHORIZED AND EMPOWERED

TO KEEP, AS ITS BROKER’S COMMISSION, ANY AMOUNT PAID BY THE CUSTOMER

FOR THE SERVICES OVER THE FREIGHT RATES TO BE PAID SUB-HAULER AS

AGREED TO BY SUB-HAULER AND COMPANY IN ACCORDANCE WITH THIS

AGREEMENT, SUB-HAULER SHALL HAVE THE RIGHT TO REVIEW COMPANY’S FILES

RELATING TO ANY SHIPMENT TRANSPORTED BY SUB-HAULER FOR A PERIOD OF

SIXTY (60) DAYS FOLLOWING TRANSPORTATION OF SUCH SHIPMENT COMPANY’S

OFFICES AT 4670 SAWTELLE AVE, YUBA CITY, CA 95991 DURING NORMAL BUSINESS HOURS.

6. INDEPENDENT CONTRACTOR

SUB-HAULER AND COMPANY UNDERSTAND AND AGREE THAT THE RELATIONSHIP

OF SUB-HAULER TO COMPANY HEREUNDER IS SOLELY THAT OF AN INDEPENDENT CONTRACTOR, AND THAT SUB-HAULER EMPLOYS, RETAINS OR HIRES ON ITS OWN

BEHALF ALL PERSONS OPERATING MOTOR VEHICLES TRANSPORTING FREIGHT

UNDER THIS AGREEMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL

DRIVERS OF MOTOR VEHICLES OR OTHER PERSONS EMPLOYED IN CONNECTION WITH THE PROVISION OF SERVICES UNDER THIS AGREEMENT ARE SUBJECT TO

THE DIRECTION, CONTROL AND SUPERVISION OF SUB-HAULER AND NOT OF

COMPANY OR ITS CUSTOMERS. SUB-HAULER REPRESENTS AND AGREES THAT

SUCH EMPLOYEES ARE AND WILL AT ALL TIMES BE COVERED BY ADEQUATE WORKERS COMPENSATION INSURANCE SUPPLIED BY SUB-HAULER AS PROVIDED BY LAW.

7. SUB-HAULER LIABILITY

SUB-HAULER AGREES TO TRANSPORT THE FREIGHT TO THE SPECIFIED

DESTINATION WITH REASONABLE DISPATCH. SUB-HAULER AGREES TO NOT LEAVE

THE FREIGHT UNATTENDED, UNLESS PERMISSION TO DO SO IS GRANTED IN

WRITING BY COMPANY. AS BETWEEN SUB-HAULER AND COMPANY SUB -HAULER

HEREBY ASSUMES ALL LIABILITY FOR CARGO LOSS, DAMAGE, INJURY, OR DELAY WHILE SUCH FREIGHT IS IN SUB-HAULER ‘S CUSTODY OR CONTROL, EXCEPT FOR

LOSS, DAMAGE, INJURY OR DELAY CAUSED BY AN ACT OF GOD, AN ACT OF A

PUBLIC ENEMY, AUTHORITY, OF LAW, OR THE ACT OR OMISSION OF THE SHIPPER OR OWNER.SUB-HAULER HAS THE BURDEN OF PROVING THAT CARGO LOSS, DAMAGE, INJURY OR DELAY WAS CAUSED BY ONE OF THE ABOVE EXCEPTIONS.

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8. INSURANCE

SUB-HAULER AGREES TO PROCURE AND MAINTAIN IN FULL FORCE AND EFFECT,

AS ITS OWN EXPENSE, AND TO PROVIDE WRITTEN PROOF OF, INSURANCE

COVERING BODILY INJURY, PROPERTY DAMAGE, CARGO DAMAGE AND WORKERS

COMPENSATION, ALL IN AMOUNTS REQUIRED BY COMPANY, AS SUCH

REQUIREMENTS MAY BE REVISED BY COMPANY FROM TIME TO TIME. COMPANY’S MINIMUM INSURANCE REQUIREMENTS AS IF THE DATE OF THIS AGREEMENT ARE

REFLECTED IN EXHIBIT B ATTACHED HERETO, COMPANY SHALL BE NAMED AS AN

ADDITIONAL INSURED WITH RESPECT TO EACH POLICY OF INSURANCE (OTHER

THAN WORKERS COMPENSATION). AND SUCH POLICIES OF INSURANCE (OTHER THAN WORKERS COMPENSATION) SHALL PROVIDE THAT THEY SHALL NOT BE CANCELED WITHOUT THIRTY (30) DAYS ADVANCE WRITTEN NOTICE TO COMPANY. SUB-HAULER SHALL EXECUTE THE WORKERS COMPENSATION INDEMNIFICATION AGREEMENT IN THE FORM ATTACHED HERETO AS EXHIBIT C.

9. SUB-HAULER’S INDEMNIFICATION

SUB-HAULER SHALL BE SOLELY RESPONSIBLE FOR THE PROVISION OF SERVICE

AND THE OPERATION OF THE EQUIPMENT NECESSARY TO TRANSPORT FREIGHT

UNDER THIS AGREEMENT. SUB-HAULER AGREES TO INDEMNIFY, DEFEND AND

HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES,

AGENTS AND CUSTOMERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS,

ACTIONS, DAMAGES, LOSS. LIABILITY OR EXPENSE (INCLUDING, WITHOUT

LIMITATION, ATTORNEYS FEES AND COSTS) (COLLECTIVELY “CLAIM OF LOSS”

) ARISING FROM R RELATING TO THE PROVISION OF SERVICES BY SUB-HAULER

AND SUB-HAULER’S OPERATION OF MOTOR VEHICLES EQUIPMENT IN

CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY

CLAIM OF LOSS (I) ARISING OUT OF THE OPERATION, MAINTENANCE OR USE BY

SUB - HAULER OF MOTOR VEHICLE EQUIPMENT SERVICES UNDER THIS

AGREEMENT, (ii) RELATING TO ANY LOSS OR DAMAGE TO SUB-HAULER ‘S

EQUIPMENT (III) FOR ANY INJURY, INCLUDING DEATH, SUSTAINED BY ANY

EMPLOYEE OR INDEPENDENT CONTRACTOR OF SUBHAULER, OR BY ANY OTHER

PERSON, WHILE ACTING IN THE CAPACITY OF A DRIVER, OPERATOR OR HELPER IN CONNECTION WITH OPERATION OF THE EQUIPMENT USED TO PERFORM

SERVICES UNDER THIS AGREEMENT, (IV)ARISING OUT OF RELATING TO THE

LOADING OR UNLOADING OF ANY FREIGHT FROM SUCH EQUIPMENT. (V) ARISING

OUT OF THE FURNISHING BY SYV-HAULER OF EQUIPMENT WHICH HAS BEEN USED

TO HAUL WASTE OR IS OTHERWISE NOT SUITABLE FOR HAULING FOOD PRODUCTS

OR WHICH MAY AFFECT THE SAFETY OR CLEANLINESS OF FOOD PRODUCTS

HAULED BY SUB-HAULER, AND (VI) SUFFERED, INCURRED OR SUSTAINED BY COMPANY AS A RESULT OF ANY OTHER VIOLATION OF THIS AGREEMENT BY

SUB-HAULER, INCLUDING ANY BREACH OF ANY, REPRESENTATION, WARRANTY

OR COVENANT SET FORTH HEREIN, AND ANY CLAIM OF LOSS DUE TO THE NEGLIGENCE, INCOMPETENCE, DISHONESTY OR INTENTIONAL ACT OR OMISSION OF SUB-HAULER OR SUB-HAULER’S AGENT OR EMPLOYEES.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(​ INITIAL HERE )

1. BILLS OF LADING AND DELIVERY RECEIPTS

UPON RECEIPT OF THE FREIGHT FROM COMPANY’S CUSTOMERS OR OTHER

SHIPPERS, SUB-HAULE AGREES TO ISSUE RECEIPTS OF BILL OF LADING IN

CONFORMANCE WITH THE TERMS OF THIS AGREEMENT, WHICH WILL BE THE

EXCLUSIVE EVIDENCE OF THE RECEIPT OF SUCH FREIGHT BY SUB-HAULER IN

GOOD ORDER AND CONDITION, UNLESS OTHERWISE SPECIFICALLY NOTED ON

THE FACE THEREOF, ALL OTHER TERMS OR CONDITIONS WRITTEN ON THE

RECEIPTS OR BILLS OF LADING THAT HAVE NOT BEEN SPECIFICALLY AGREED TO

BY COMPANY SHALL HAVE NO BINDING EFFECT ON COMPANY SUB-HAULER

AGREES TO FURNISH COMPANY WITH A CLEAR, SIGNED PROOF OF DELIVERY

NOTING ANY AND ALL EXCEPTIONS WITHIN SEVEN (7) DAYS AFTER THE DELIVERY

1. COVENANT NOT TO SOLICIT

DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF TWO YEARS

AFTER ITS TERMINATION, SUB-HAULER AGREES THAT NEITHER SUB-HAULER,

NOR ANY OF THE SUB-HAULER’S OFFICERS, DIRECTORS, PRINCIPALS,

SHAREHOLDERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS OR

SUBCONTRACTORS (COLLECTIVELY ‘SUB-HAULER’S AGENTS’), WILL SOLICIT OR

HANDLE, DIRECTLY OR INDIRECTLY, THE TRANSPORTATION BUSINESS OF ANY

CUSTOMER OF COMPANY TO WHOM SUB-HAULER OR SUB-HAULER’S AGENTS ARE

INTRODUCED BY COMPANY, WITHOUT THE PRIOR WRITTEN CONSENT OF

COMPANY. SUB-HAULER AGREES THAT A BREACH BY IT OR SUB-HAULER’S

AGENTS OF THIS COVENANT NOT TO SOLICIT MAY NOT BE REASONABLY OR

ADEQUATELY COMPENSATED IN DAMAGES IN AN ACTION AT LAW, AND THAT

COMPANY SHALL BE ENTITLED TO INJUNCTIVE RELIEF, WHICH MAY INCLUDE RESTRAINING, SUB-HAULER OR ANY OF SUB-HAULER AGENT’S FROM PROVIDING TRANSPORTATION SERVICES TO COMPANY’S CUSTOMERS.

12. TERM AND TERMINATION

* 1. THE INITIAL TERM OF THIS AGREEMENT SHALL BE FOR A PERIOD OF ONE (1)

 YEAR FROM THE DATE HEREOF, AND SHALL CONTINUE IN FULL FORCE AND

 EFFECT FROM YEAR-TO-YEAR, UNLESS IT IS TERMINATED AS PROVIDED FOR

 HEREIN.

* 1. BOTH SUB-HAULER AND COMPANY SHALL HAVE THE RIGHT TO CANCEL OR TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON, WITH OR WITHOUT ADVANCE WRITTEN NOTICE TO THE OTHER PARTY.

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THE PARTIES HEREBY FURTHER AGREE AS FOLLOWS:

1. THIS AGREEMENT SHALL NOT BE RENDERED UNENFORCEABLE BY VIRTUE

 OF ANY FAILURE OR ALLEGED FAILURE TO COMPLY WITH THE PROVISION

 OF ANY STATUTE OR REGULATION APPLICABLE TO TRANSPORTATION

 CONTRACTS, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT THAT THEY

 \_\_\_\_\_\_\_\_\_\_\_\_\_(​ INITIAL HERE )

MIGHT OTHERWISE HAVE TO CHALLENGE THE VALIDITY OF THIS

AGREEMENT IN SUCH GROUNDS, WHICH WAIVER SHALL BE BINDING ON THEIR RESPECTIVE ASSIGNS, HEIRS, OR SUCCESSORS IN INTEREST.

1. NEITHER PARTY SHALL ASSIGN THIS AGREEMENT OR ANY RIGHT HEREUNDER

WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. THIS AGREEMENT SHALL BE BINDING UPON ALL PERMITTED ASSIGNS, HEIRS AND SUCCESSORS OF THE RESPECTIVE PARTIES HERETO.

1. ALL NOTICE REQUIRED TO BE GIVEN UNDER ANY OF THE PROVISIONS OF THIS

AGREEMENT SHALL BE PROPERLY GIVEN IF MADE IN WRITING AND DEPOSITED IN

A UNITED STATES POST OFFICE BY REGISTERED MAIL, POSTAGE, PREPAID, AND ADDRESSED TO THE RESPECTIVE PARTIES AT THE ADDRESSES FOR THE PARTIES SET FORTH ON THE SIGNATURE PAGE HEREOF.

1. IN THE EVENT EITHER PARTY INCURS ATTORNEY’S FEES, COST OR EXPENSES IN ENFORCING ANY OF THE PROVISION OF THIS AGREEMENT, OR IN EXERCISING ANY RIGHT OR REMEDY ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY THE OTHER PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY’S FEES, COSTS, AND EXPENSES AGAINST THE DEFAULTING PARTY.

1. THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE CONSTRUED UNDER

THE LAW OF THE STATE OF CALIFORNIA, AND AGREE THAT ALL DISPUTES ARISING

UNDER THE AGREEMENT MAY BE SUBMITTED TO THE JURISDICTION OF THE

STATE OR FEDERAL COURTS WITHIN THE STATE OF CALIFORNIA OR FOR ADMINISTRATIVE PROCEEDINGS TO THE APPROPRIATE GOVERNMENT AGENCY IN THE STATE HAVING JURISDICTION OVER SUCH MATTERS.

IN WITNESS WHEREOF: THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE

SIGNED BY THE FOLLOWING PERSONS AUTHORIZED TO BIND EACH OF THE RESPECTED PARTIES TO THE MUTUAL UNDERTAKINGS DESCRIBED IN THIS AGREEMENT ON THE DATE FIRST SET FORTH ABOVE.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(​ INITIAL HERE )

##  COMPANY SUB-HAULER

SD TRUCK WORLD INC COMPANY NAME :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4670 SAWTELLE AVE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 YUBA CITY, CA 95991

 EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PRINT NAME :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 FED ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OR

ADDRESS: SD TRUCK WORLD INC SS #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4670 SAWTELLE AVE CA# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YUBA CITY, CA 95991 MC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ADDRESS:

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##  EXHIBIT A​

 SETOFFS AND DEDUCTIONS​

1. ANY FUEL, IF ANY, SUPPLIED TO SUB- HAULER SHALL BE DEDUCTED IN AMOUNTS EQUAL TO THE COST OF FUEL TO COMPANY, PLUS 15% FOR HANDLING COST.
2. ANY OTHER ITEM (SUCH AS TIRES) SUPPLIED TO SUB-HAULER SHALL BE DEDUCTED IN AMOUNTS EQUAL TO THE COST OF THE ITEMS, PLUS 15% FOR HANDLING COST.
3. ANY MONIES ADVANCED TO SUB-HAULER SHALL BE DEDUCTED, PLUS A FEE OF $10.00 PER ADVANCE FOR HANDLING.
4. ANY CLAIM FOR LOSS, DAMAGE OR SHORTAGE OF CARGO HANDLED BY SUB-HAULER IN AN AMOUNT EQUAL TO THE CLAIM.
5. ANY CLAIM OF LOSS (AS DEFINED IN SECTION 9 OF THE AGREEMENT TO WHICH THIS EXHIBIT

A IS ATTACHED) FOR WHICH SUB-HAULER IS OBLIGATED TO INDEMNIFY, DEFEND AND HOLD

HARMLESS COMPANY, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, DAMAGES, LOSS OR

EXPENSE ARISING OR RESULTING FROM ANY ACT OR FAILURE TO ACT OF SUB-HAULER OR ANY

AGENT OR EMPLOYEE OF SUB-HAULER WHILE PROVIDING SERVICES UNDER THIS AGREEMENT,

IN THE AMOUNT OF SUCH CLAIM OF LOSS, ALL COMPENSATION PAYABLE TO SUB-HAULER

UNDER THIS AGREEMENT MAY BE HELD UNTIL A FINAL SETTLEMENT IS REACHED AS TO ANY

AND ALL OUTSTANDING CLAIMS OF LOSSES. ANY WITHHELD AMOUNTS MAY BE APPLIED BY

COMPANY TO SETTLE ANY OUTSTANDING CLAIM OF LOSS 30 DAYS AFTER NOTIFICATION BY

COMPANY TO APPLY SUCH AMOUNT (S) IS GIVEN TO SUB-HAULER AND NO PROCEEDINGS HAVE COMMENCED.

1. ANY SUMS PAYABLE TO COMPANY OR ITS AFFILIATES FOR SERVICES PROVIDED TO

SUB-HAULER, INCLUDING BUT NOT LIMITED TO, MAINTENANCE AND REPAIR OF

SUB-HAULER’S EQUIPMENT, IN THE AMOUNT EQUAL TO THE COST OF SUCH SERVICES PLUS 15% FOR HANDLING COSTS.

1. IF ANY ACTION OF SUB - HAULER OR ITS AGENTS OR EMPLOYEES REQUIRES COMPANY TO OBTAIN LEGAL O OTHER PROFESSIONAL SERVICES, OR TO INCUR SIMILAR EXPENSES, THE

AMOUNT EQUAL TO THE COST OF SUCH LEGAL OR PROFESSIONAL SERVICES.

1. ANY AMOUNT FOR WHICH SUB-HAULER HAS OTHERWISE CONTRACTED TO PAY COMPANY.
2. AN AMOUNT EQUAL OR IN PROPORTION TO ANY REDUCTION IN PAYMENT OF FREIGHT CHARGES, OR OTHER OFFSET OBTAINED BY THE CUSTOMER OR SHIPPER, NOT OTHERWISE

DEDUCTED, MAY BE MADE FROM ANY SETTLEMENT BETWEEN COMPANY AND SUB-HAULER.

1. AN AMOUNT EQUAL TO THE COST OF LUMPER (LOADING/UNLOADING) SERVICES CHARGED TO COMPANY BY THE SUB-HAILER, PLUS $25.00 FOR HANDLING COST.

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 ​(SIGNATURE)

##  EXHIBIT B​

 MINIMUM REQUIRED INSURANCE LIMITS.

BODILY INJURY/ DEATH AND PROPERTY DAMAGE COMBINED SINGLE LIMIT NOT LESS THAN $1,000,000 .

CARGO (INCLUDING REFRIGERATION FAILURE) NOT LESS THAN $150,000 WITH

MINIMUM DEDUCTIBLE OF $1,000 FOR CARGO AND $2,500 FOR A REEFER

BREAKDOWN. POLICY MUST INCLUDE ‘UNIT FAILURE’ COVERAGE AND REEFER

BREAKDOWN ENDORSEMENT.

UNIDENTIFIED TRAILER ( COLLISION ) STATED VALUE NO LESS THAN $40,000.

COMPANY TO BE NAMED ADDITIONAL INSURED IN ABOVE POLICIES, AND SUCH

POLICIES SHALL NOT BE SUBJECT TO CANCELLATION WITHOUT THIRTY (30) DAYS

ADVANCE WRITTEN NOTICE TO COMPANY.

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 (SIGNATURE)