

Independent Contractor Agreement

Buchheit Trucking Service, Inc. (“CARRIER”), an authorized motor carrier, and

(CONTRACTOR”),
in consideration of the covenants and agreements contained herein, enter into this Independent Contractor Agreement (“Agreement”).

1. **PROVISION OF SERVICES AND EQUIPMENT.** CONTRACTOR shall provide CARRIER use of the motor vehicle(s) and other equipment set forth in Appendix A (the “Equipment”) and all labor, including driver(s), necessary to operate the Equipment and to perform all of the services contemplated by this Agreement. CONTRACTOR represents and warrants that CONTRACTOR is the Equipment’s “owner” under 49 C.F.R. § 376.2(d). Upon taking possession of the Equipment, CARRIER will furnish to CONTRACTOR a receipt as required by 49 C.F.R. § 376.11(b). CONTRACTOR is free to substitute a different vehicle for the one constituting the Equipment if each of the specifications applicable to the Equipment is met with respect to such different vehicle and CARRIER furnishes CONTRACTOR with a new receipt covering the vehicle. CONTRACTOR is free to reject any shipment offered by CARRIER. CONTRACTOR agrees it will only accept those shipments for which it can reasonably meet scheduled pick-up and delivery dates and/or times as established by CARRIER’s Customers. CONTRACTOR will complete transportation of all shipments it accepts under this Agreement. CONTRACTOR is free to provide vehicles not identified as Equipment and related labor to other motor carriers during the term of this Agreement. CONTRACTOR is also free to provide the Equipment to other motor carriers during the term of this Agreement in accordance with the requirements of federal law, as described in Section 12(a) of this Agreement. **Throughout this Agreement, “CONTRACTOR’s workers” and “CONTRACTOR’s drivers” include CONTRACTOR if CONTRACTOR elects to personally perform any aspect of this Agreement.**
2. **DURATION OF AGREEMENT.** This Agreement shall begin on the Effective Date and end exactly one (1) year thereafter unless earlier terminated in accordance with Section 4.
3. **GROSS COMPENSATION.** CONTRACTOR’s gross compensation is set forth in Appendix A and constitutes the total compensation for CONTRACTOR’s provision – and CARRIER’s use – of the Equipment and for everything furnished, done by, or required of CONTRACTOR, including CONTRACTOR’s workers, in connection with this Agreement, including (but not limited to) driving the Equipment and performing all non-driving activities, such as pre- and post-trip inspections, waiting to load or unload (detention), loading or unloading (if required), fueling, repairing and maintaining the Equipment, hooking and unhooking trailers (loaded or empty), preparing records of duty status and other paperwork, communicating with dispatch, and other services. **CONTRACTOR—as an independent contractor, not an employee—agrees that CONTRACTOR is responsible for paying all operating expenses.** CONTRACTOR acknowledges and understands, unless otherwise agreed to by the parties, CARRIER’s compensation obligation hereunder applies only to the extent of full and complete performance of any CARRIER dispatch accepted by CONTRACTOR. CARRIER does not guarantee CONTRACTOR any specific number of shipments or amount of revenue or profit, or to use the Equipment at any particular time or location.
4. **TERMINATION.** Either party may terminate this Agreement immediately for any of the grounds set forth in Section 14 of this Agreement and Section 1(e) of Appendix A to this Agreement. In addition, either party may terminate this Agreement at any time for any reason by giving thirty (30) days’ written notice to that effect to the other party.
 - (a) The ability of either party to terminate this Agreement shall in no way be interpreted as an at-will employment provision and shall not otherwise affect CONTRACTOR’s status as a CONTRACTOR under this Agreement.

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- (b) The effective date of termination will be the earliest of the following: (a) as stated in the written notice; (b) as stated on the receipt for the Equipment, if one is issued by CONTRACTOR to CARRIER; (c) when all CARRIER identification is removed from the Equipment and returned (or CONTRACTOR provides a letter certifying its removal) to CARRIER's nearest terminal; or (d) when CARRIER's possession of the Equipment under 49 C.F.R. Part 376 ends. Each party agrees to satisfy all of its obligations incurred hereunder prior to the effective termination date, including but not limited to obligations related to any accepted dispatch.
- (c) CONTRACTOR shall, on the later of: (i) the termination of this Agreement or (ii) completion of the services provided for herein, remove all CARRIER identification from the Equipment and return it—or provide a letter certifying its removal—to CARRIER, together, in good working condition, with all ELDs, safety equipment, Trailing Equipment (as defined in Section 8 of this Agreement), permits, base plate(s), paperwork, load securement equipment, all other CARRIER property, and freight, to CARRIER's nearest terminal. If CONTRACTOR fails to do so, CONTRACTOR will be liable to, and shall pay, CARRIER all expenses incurred by CARRIER due to CONTRACTOR's failure to return any such item, as well as in returning those items to good working condition and in seeking the return of the items, including all collection and legal costs and reasonable attorneys' fees. **CONTRACTOR's liability to CARRIER under this subsection will not be subject to the indemnity limits in Sections 7, 10, and 11(a)(ii) of this Agreement.** CARRIER may pursue all other remedies allowed by law or authorized in the Agreement against CONTRACTOR. Each party agrees to pay all amounts, if any, it owes to the other under this Agreement.

5. LEGAL REQUIREMENTS AND CUSTOMER SPECIFICATIONS. CONTRACTOR recognizes that CARRIER's separate and distinct business of providing motor carrier freight transportation service to the public is subject to Customer Specifications and to regulation by the federal government acting through the DOT, and by various other federal, state, local, and foreign governing bodies. As such, CONTRACTOR hereby acknowledges that CONTRACTOR possesses full and complete understanding and knowledge of the requirements of all these authorities and of all applicable Customer Specifications. CONTRACTOR shall adhere to and perform the following to aid CARRIER in discharging CARRIER's legal and customer-service duties:

- (a) **Drivers.** CONTRACTOR shall provide competent drivers who meet CARRIER's driver qualification standards ("Driver Qualification Standards") and Applicable Law, including all standards found in the Federal Motor Carrier Safety Regulations. CONTRACTOR warrants that no driver will be used until the driver has been qualified by CARRIER in accordance with Federal Motor Carrier Safety Administration ("FMCSA") safety requirements. CONTRACTOR (if a sole proprietor) is not obligated to personally perform any of the services contemplated by this Agreement. CONTRACTOR's drivers must authorize CARRIER to access driver files, FMCSA's Safety Measurement System data, and FMCSA's Pre-Employment Screening Program reports, both during the driver-qualification process and at any time thereafter. In addition, and to the extent required by Applicable Law, CONTRACTOR's drivers must each maintain an account with FMCSA's Drug & Alcohol Clearinghouse and timely provide all consents for CARRIER to conduct, at CARRIER'S expense, any necessary full and/or limited queries. CONTRACTOR appoints all drivers it furnishes to CARRIER as Authorized Representatives of CONTRACTOR. CARRIER will disqualify, for at least the period specified in 49 C.F.R. § 383.51, any driver who has been convicted of or alleged to have committed a disqualifying violation set forth in that regulation, and CARRIER shall have the right to disqualify temporarily or permanently any driver provided by CONTRACTOR if the driver is found to be: (a) unsafe, unqualified, unfit, or uninsurable under Applicable Law; (b) in violation of applicable Driver Qualification Standards; (c) in violation of Sections 5(d) or 5(e) of this Agreement or Section 2 of Appendix F; or (d) in violation of any Customer Specifications. Upon a driver's disqualification by CARRIER, CONTRACTOR shall be obligated to furnish another qualified driver, as necessary, to complete the performance of any services affected by the disqualification.

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CONTRACTOR is free, at any time during this Agreement, to hire substitute or additional drivers who meet the Driver Qualification Standards and Applicable Law.

- (b) **Submission of Paperwork.** CONTRACTOR shall at all times and file with CARRIER, either electronically or on paper, on a timely basis, all properly completed trip/load documentation, Bill of Lading(s), delivery receipts, shipping orders/manifests, and other original time stamped documents (including original fuel, toll, scale or equipment interchange receipts for CARRIER's reproduction), physical examination certificates, accident reports, copies of driver's license for each authorized driver, equipment maintenance reports, driver records of duty status and supporting documents (including but not limited to originals or copies of toll and fuel receipts), roadside inspection reports, O.S.&D. reports and any other required data, documents, or reports as required by the CARRIER.
- (c) **Shipping Documents.** CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, or other papers identifying the property carried on the Equipment shall be those of CARRIER, or as authorized by CARRIER, and shall indicate that the property transported is under the responsibility of CARRIER or of a Sublease Carrier (as defined in the Addendum for Alternative Uses of Equipment).
- (d) **Drug and Alcohol Testing.** CONTRACTOR agrees to ensure that all of CONTRACTOR's drivers comply with: (a) all drug-and-alcohol use-and-testing requirements under Applicable Law (including but not limited to the FMCSA's Drug & Alcohol Clearinghouse requirements); and (b) CARRIER's Alcohol and Controlled Substance Policy, including participation in CARRIER's random, post-accident, and reasonable suspicion testing program, and any addendums or revisions thereto. Violation by a driver of CARRIER's Alcohol and Controlled Substance Policy or any drug-and-alcohol use-and-testing requirement imposed by Applicable Law will immediately disqualify that driver. CARRIER will bear the expense of any initial drug tests and of all subsequent drug-and-alcohol testing for all of CONTRACTOR's drivers.
- (e) **Safe and Legal Operations.** CONTRACTOR agrees to ensure that all of CONTRACTOR's workers: (a) operate the Equipment or otherwise perform in a safe and prudent manner at all times so as to avoid endangering the public, the worker, and/or the property being transported and comply with the operating authorities of CARRIER, all Applicable Law (including without limitation prohibitions on texting and use of handheld mobile telephones and in accordance with all rules related to traffic safety, highway protection and road requirements) and all Customer Specifications and CARRIER Policies and Procedures (to the extent compliance would not pose an undue safety risk); (b) not be involved, during this Agreement, in an "accident" that, in CARRIER's reasonable judgment, was "preventable," as those terms are defined in 49 C.F.R. § 390.5 and 49 C.F.R. Part 385, App. B, respectively; and (c) not engage in—or attempt, conspire, or threaten to engage in—any act or omission that would constitute a felony or intentional tort, whether or not arising out of or relating to operations under this Agreement.
- (f) **Routes and Methods.** CONTRACTOR is free to select the routing for performing any dispatch consistent with state and federal highway speed limits, weight and other restrictions.
- (g) **CSA Compliance.** CONTRACTOR shall ensure that CONTRACTOR, and any drivers of CONTRACTOR, and CONTRACTOR's Equipment shall at all times meet FMCSA's safety standards sufficient to enable CARRIER to (a) achieve and maintain a "satisfactory" or similar rating; (b) operate without FMCSA intervention or restriction pertaining to any of the safety evaluation areas (i.e., the BASICS) measured by FMCSA's Compliance, Safety, Accountability program ("CSA"); (c) obtain insurance coverage without increased costs associated with driver, equipment, or other performance measurements under CSA; and (d) be and remain competitive with similarly situated carriers with regard to safety performance measures under CSA. CONTRACTOR further agrees to notify CARRIER in writing immediately upon receiving notification from the FMCSA that CONTRACTOR or any of its drivers have been deemed "unfit" or "marginal" based on their safety and compliance performance.

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- (h) **Medical Examinations.** CONTRACTOR agrees to ensure that all of CONTRACTOR's drivers complete medical examinations prior to driving and follow-up examinations as required by 49 C.F.R. §§ 391.41 *et seq.*, with a medical examiner listed on the National Registry of Certified Medical Examiners and approved by CARRIER. CONTRACTOR will bear the expense of medical examinations for all of CONTRACTOR's drivers. CONTRACTOR also agrees to ensure that each driver notifies – or, if the driver is unable to do so, CONTRACTOR agrees to notify – CARRIER immediately if the driver's ability to safely operate a commercial motor vehicle might be affected by a mental or physical condition or medication (including a change in the prescribed dosage of medicine). Upon learning about the mental or physical condition or medication, CARRIER may suspend the driver's qualification to operate the Equipment under CARRIER's authority. CARRIER will then decide, based on CARRIER's receipt of further information from CONTRACTOR or otherwise, whether to restore the qualification of the driver, and will notify the driver and CONTRACTOR of the decision.
- (i) **Customer Specifications.** CONTRACTOR agrees to comply with all specifications dictated by shippers, consignees, consignors, brokers, logistics companies, freight forwarders, other carriers, or other customers (referred to collectively as "CARRIER's Customer" throughout this Agreement) communicated to CONTRACTOR with which CONTRACTOR may safely comply without violating Applicable Law or CARRIER's Policies and Procedures, and without endangering the public, CONTRACTOR's workers, and the property being transported ("Customer Specifications"). If CARRIER's Customer conditions access to its facilities or freight upon compliance with any Customer Specification that CONTRACTOR does not assent to, CONTRACTOR may categorically opt out of receiving CARRIER's offer of shipments from such customer.
- (j) **CARRIER's Policies and Procedures.** To aid CARRIER in discharging CARRIER's obligations under Applicable Law and meeting Customer Specifications, CARRIER has adopted Policies and Procedures comprised of applicable Driver Qualification Standards, an Alcohol and Controlled Substance Policy, and a Manual for Contractors and Their Drivers. In the event of any conflict between this Agreement and CARRIER's Policies and Procedures, the Agreement supersedes and prevails.
- (k) **Cash on Delivery Shipments.** CONTRACTOR, as trustee, will collect and account for all monies due CARRIER for transportation charges and cost of goods in shipments designated as Cash on Delivery ("C.O.D."), in accordance with bill of lading, shipping contract, or other instructions covering the shipment, and promptly remit all collected monies to CARRIER. CONTRACTOR is not authorized to make any adjustments to the amount to be collected and agrees that no shipment will be delivered until all C.O.D. charges have been collected as required. Any losses relating to the return and transmittal of monies so collected or not collected will be solely CONTRACTOR's responsibility, and CONTRACTOR authorizes CARRIER to deduct or otherwise recover all such amounts.
6. **CONTRACTOR's OPERATING EXPENSES.** CONTRACTOR agrees to assume responsibility for and shall, at its sole cost and expense, pay all costs incident to the operation of the Equipment, including empty mileage, lumper services, highway use taxes, weight taxes, state property, ad valorem, or indefinite situs taxes, fuel taxes, registration fees, base plates and licenses (and any unused portions thereof), costs of maintenance, inspections, and repairs, Native American tribal fees and other permits of all types, ferry, bridge, tunnel, and road tolls, detention and accessorial charges not collected by CARRIER because of CONTRACTOR's failure to provide required documentation, and the costs of CONTRACTOR's workers as set forth in Section 13(c) of this Agreement, as well as any and all necessary tools and accessories such as wet-kit, load securement equipment, etc.;
- (a) **Fuel and Mileage Taxes and Reporting.** CONTRACTOR is responsible for obtaining an International Fuel Tax Agreement ("IFTA") permit and performing fuel and mileage tax reporting for the operation of the Equipment. CONTRACTOR agrees to be solely responsible for calculating, reporting, and paying all

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fuel taxes owed for the operation of the Equipment. This notwithstanding, if CONTRACTOR elects to have CARRIER perform fuel and mileage reporting on CONTRACTOR's behalf and deduct the expense from CONTRACTOR's gross compensation, CONTRACTOR shall make such election in Appendix C.

- (b) **License Plates**. CONTRACTOR will obtain and display on the Equipment the base plates necessary to operate the Equipment lawfully on CARRIER's behalf. If CONTRACTOR chooses to have CARRIER obtain the base plates and deduct the expense from CONTRACTOR's gross compensation, by indicating such in Appendix D, CARRIER shall obtain a base plate under the International Registration Plan ("IRP") in CARRIER's name for use by CONTRACTOR deduct or otherwise recover the amount set forth in Appendix D. If this Agreement is terminated prior to CONTRACTOR's reimbursement of CARRIER's expense in full, CONTRACTOR authorizes CARRIER to deduct any remaining amount from CONTRACTOR's final settlement and/or Escrow Fund. If CONTRACTOR removes and returns the plate(s) to CARRIER upon the termination of this Agreement and if CARRIER then receives a refund or credit for the plate(s) or resells the plate(s) to another contractor, CARRIER shall refund to CONTRACTOR a pro-rata share of the amount received by CARRIER, less any transfer or replacement fees owed to the plating jurisdictions. CONTRACTOR shall not be entitled to reimbursement for any unused portion of a plate under any other circumstances. If CONTRACTOR asks CARRIER to make any changes to a base plate (for example, to increase or decrease the vehicle-weight bracket), CARRIER will use its best efforts to make the change and deduct or otherwise recover the related cost.
- (c) **Roadworthiness, Maintenance and Inspection**. CONTRACTOR, at CONTRACTOR's expense, agrees to provide the Equipment ready to operate and fully roadworthy, including the necessary licenses, permits, cab cards, and state base plates, and will furnish all lubricants, fuel, tires (including changing or repairing tires), and other parts, supplies, equipment, and repairs necessary or required for the safe and efficient operation and maintenance of the Equipment. CONTRACTOR warrants that Equipment is complete with all required accessories and is in good, safe and efficient operating condition and shall be so maintained at CONTRACTOR's expense throughout the duration of this Agreement. CONTRACTOR shall be responsible for maintaining and shall maintain the Equipment in safe condition and in complete compliance with all Applicable Law. In order to ensure compliance with Applicable Law, CONTRACTOR agrees, at its own expense, to submit the Equipment for CARRIER's inspection at the time CARRIER takes possession and periodically thereafter as requested by CARRIER and to furnish to CARRIER all necessary information and documents of title or registration so as to enable the CARRIER to correctly identify the Equipment on the attached report of vehicle inspection. CONTRACTOR shall, at its sole cost and expense, have the Equipment inspected at least annually (as required by 49 C.F.R. § 396.17) or more frequently to the extent required by other Applicable Law, at CARRIER's maintenance facility or at another maintenance facility which CARRIER may, at its sole discretion, authorize. CONTRACTOR also agrees to have all necessary repairs and maintenance completed at an appropriate maintenance facility, and provide CARRIER with supporting documentation confirming the same, within 10 days following any roadside inspection of the Equipment that results in a violation with negative implications for Carrier's Vehicle Maintenance BASIC. CONTRACTOR agrees to systematically maintain the Equipment (e.g., periodic oil changes, etc.) and provide CARRIER with a copy of all inspection reports (roadside or otherwise), maintenance records, and repair receipts immediately upon completion of the inspections, maintenance, and/or repairs (in no event later than the 15th day of the month immediately following the month in which the inspection, maintenance, or repair occurred).
- (d) **Fines and Penalties**. Except as otherwise provided in Section 6(e) and not subject to the indemnity limits of Sections 7, 10, and 11 of this Agreement, CONTRACTOR agrees to promptly notify CARRIER of and pay all fines and penalties arising out of or relating to the use of the Equipment under this Agreement—whether naming any of CONTRACTOR's workers who perform services under this Agreement, CARRIER, or both, and including but not limited to parking, traffic, and records-of-duty status-violation fines and penalties--imposed for the violation of Applicable Law where such violation results, at least

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partially, from the acts or omissions of CONTRACTOR or any of Contractor's workers. CONTRACTOR authorizes CARRIER to deduct or otherwise recover all such amounts.

- (e) **Overweight and Over-Dimensional Shipments.** CONTRACTOR shall have the duty to determine that all shipments are in compliance with the size and weight laws of the states, provinces, and localities in which or through it will travel and to notify CARRIER if the vehicle is overweight, oversized, or in need of a permit before commencing the haul. Except when the violation results from the acts or omissions of CONTRACTOR, CARRIER shall assume the risks and costs of fines for overweight and oversize trailers when such trailers are preloaded and sealed, or the load is containerized, or for improperly permitted over dimension and overweight loads, or the trailer or lading is otherwise outside of CONTRACTOR's (including Contractor's drivers') control. CONTRACTOR shall pay, or reimburse CARRIER, for any costs or penalties due to CONTRACTOR's failure to weigh each shipment or to notify CARRIER that the vehicle is overweight, oversized, or in need of permits. CONTRACTOR authorizes CARRIER to deduct or otherwise re-cover all such amounts.
- (f) **CONTRACTOR Responsible for All Purchases.** It is agreed that CONTRACTOR, its agents or driver(s) shall not charge any purchases to CARRIER without CARRIER's advance, express consent. Should CONTRACTOR, its agents or driver(s) violate this section and charge any purchase to CARRIER and if CARRIER shall be called upon to pay therefor, the parties agree that in addition to any other remedy available to CARRIER under this Agreement, such sums paid by CARRIER shall be recoverable under the terms of Section 18.
- (g) **Permits.** CONTRACTOR agrees to obtain and pay for all permits and licenses necessary under Applicable Law for CONTRACTOR to operate the Equipment lawfully on CARRIER's behalf. With respect to permits that either CONTRACTOR or CARRIER may obtain, if CONTRACTOR chooses to have CARRIER obtain such permits and deduct the expense from CONTRACTOR's gross compensation, by indicating such in Appendix A, CARRIER will obtain the permits and deduct or otherwise recover the amount(s) stated in Section 2 of Appendix A. With respect to permits only CARRIER may obtain, CARRIER will obtain the permits and deduct or otherwise recover the amount(s) stated in Section 2 of Appendix A. If CONTRACTOR asks CARRIER to make any changes to a permit, CARRIER will use reasonable efforts to make the change and deduct or otherwise recover the related cost. CONTRACTOR agrees to return all permits immediately upon CARRIER's request or upon termination of this Agreement as set forth in Section 4(c) of this Agreement. No refund will be made to CONTRACTOR by CARRIER for the permit expenses, even if returned permits are reused by CARRIER.
- (h) **Fuel Card.** CARRIER will furnish CONTRACTOR with a fuel card that CONTRACTOR and CONTRACTOR's workers may use only for fuel, additives, lubricants, and, subject to CARRIER approval, maintenance for the Equipment. CONTRACTOR agrees to pay all applicable transaction and usage fees charged by any vendor, including any fuel card vendor, related to usage of the fuel card. CARRIER is authorized to deduct or otherwise recover all amounts incurred by CONTRACTOR and CONTRACTOR's workers using the fuel card. Notwithstanding anything to the contrary, CONTRACTOR and CONTRACTOR's workers are free not to use the fuel card.
- (i) **Federal Heavy Vehicle Use Tax.** CONTRACTOR agrees to perform all applicable federal heavy vehicle use tax ("HVUT") reporting and payments with respect to the Equipment and, **not subject to the indemnity limits in Sections 7, 10, and 11(a)(ii) of this Agreement, agrees to indemnify, defend, and hold harmless CARRIER from all claims arising out of or relating to HVUT reporting and payment.** If CONTRACTOR chooses to have CARRIER perform HVUT reporting on CONTRACTOR's behalf and deduct the expense from CONTRACTOR's gross compensation, by indicating such in Appendix A, CARRIER will file documentation and pay applicable amounts on CONTRACTOR's behalf, and

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CONTRACTOR agrees to timely provide CARRIER with all information necessary to complete that process.

7. **CARGO CLAIMS.** CONTRACTOR shall immediately report to CARRIER, in accordance with Section 10, all potential and actual cargo claims, including but not limited to all claimed delays, shortages, overages, damages or other exceptions to the cargo. If possible, CONTRACTOR agrees to notify CARRIER of all cargo claims before leaving the Customer's location. **In accordance with Sections 11(a)(i)-(ii) of this Agreement, CONTRACTOR shall indemnify CARRIER for each cargo claim, including but not limited to delay, shortages, misdelivery, temperature-related issues, loss, damage, or contamination arising out of or relating to CONTRACTOR's services.** For each claim for CARRIER Damages (as defined in Section 11(a)(i) of this Agreement) related to cargo loss or damage, CONTRACTOR shall be liable to CARRIER for the amount of CARRIER Damages that CARRIER paid or otherwise incurred, subject to a limit of [REDACTED] for each claim (only if such limit is applicable under Section 11(a)(ii) of this Agreement). As indicated in Section 11(a)(ii), such dollar-amount limit shall not apply to CARRIER Damages arising out of or relating to any of CONTRACTOR's workers' (including CONTRACTOR's agents' or employees') gross negligence, willful misconduct. CONTRACTOR authorizes CARRIER, after CARRIER's investigation, to deduct or otherwise recover any such amounts. Before deducting any claim from CONTRACTOR's compensation, CARRIER shall provide CONTRACTOR with a written explanation and itemization for each such claim.
8. **USE OF TRAILING EQUIPMENT.** For every trailer, chassis, or other unit of trailing equipment provided to CONTRACTOR by CARRIER or CARRIER's Customer ("Trailing Equipment"):
- (a) **CARRIER's Responsibilities and Disclaimer.** CARRIER will, at CARRIER's expense, be responsible for all regular maintenance of axles, brakes, and other electrical and mechanical systems; repairs of damage to Trailing Equipment attributable to reasonable wear and tear; and purchases of replacement tires needed as a result of reasonable wear and tear for all of Trailing Equipment, provided these expenses are approved by CARRIER before the work is performed. **CARRIER IS NOT THE MANUFACTURER OR THE VENDOR OF THE TRAILING EQUIPMENT. AS SUCH, CARRIER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE TRAILING EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE, OR ITS CAPACITY OR DURABILITY, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP OR CONFORMITY OF THE TRAILING EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, OR ANY PATENT INFRINGEMENT OR PATENT OR LATENT DEFECTS, AND CONTRACTOR ACKNOWLEDGES THE FOREGOING DISCLAIMER BY CARRIER.**
- (b) **CONTRACTOR's Responsibilities.** CONTRACTOR agrees to be responsible for daily pre-trip and post-trip inspections, proper inflation of tires, prompt informing of CARRIER upon experiencing defective or malperforming tires, brakes, or other electrical or mechanical features of Trailing Equipment, and proper lubrication. CONTRACTOR agrees and warrants that all Trailing Equipment used by CONTRACTOR's drivers will only transport shipments tendered by CARRIER. CONTRACTOR will be liable for the entire amount of all repairs of all damage to the Trailing Equipment (other than damage caused by ordinary wear and tear), as well as all expenses and indirect, special, and consequential damages resulting therefrom—including but not limited to storage costs while awaiting repair, towing or moving expenses, and replacement costs in the event of a total loss—arising out of or relating to CONTRACTOR's use of Trailing Equipment, other CARRIER equipment, or equipment of any other carrier. CONTRACTOR shall be liable to CARRIER for the amount of CARRIER Damages that CARRIER paid or otherwise incurred, subject to a limit of [REDACTED] for each claim (only if such limit is applicable under Section 11(a)(ii) of this Agreement). All such repairs and maintenance will be performed at facilities designated or approved by CARRIER. CONTRACTOR authorizes CARRIER to deduct or otherwise recover all these amounts. Before deducting any such damage from

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CONTRACTOR's gross compensation, CARRIER will provide CONTRACTOR with a written explanation and itemization of the deduction. CONTRACTOR shall procure and maintain, at its sole cost and expense, hired and non-owned trailer physical damage insurance covering loss or damage to all Trailing Equipment as specified in Appendix B.

(c) **Return of Trailing Equipment.** CONTRACTOR agrees to return any Trailing Equipment in the same good condition as received by CONTRACTOR, reasonable wear and tear excepted, along with any and all other equipment and property belonging to CARRIER immediately upon CARRIER's request or upon termination of this Agreement at a time and place designated by CARRIER. In the event Trailing Equipment is not in as good as condition as it was delivered by CARRIER (reasonable wear and tear excepted), CONTRACTOR hereby authorizes CARRIER to restore the Trailing Equipment to proper condition and to deduct or charge back to CONTRACTOR the costs of such repairs or reconditioning. If CONTRACTOR for any reason fails to return Trailing Equipment to CARRIER, CONTRACTOR agrees to reimburse CARRIER for all reasonable expenses and costs, including attorneys' fees, incurred by CARRIER in recovery of the Trailing Equipment. CONTRACTOR agrees that in the event it is necessary for CARRIER to enter upon CONTRACTOR's private property or move CONTRACTOR's private property in order to recover Trailing Equipment, CONTRACTOR does hereby irrevocably grant CARRIER permission to do so and further **agrees to defend, indemnify, and hold harmless CARRIER and CARRIER's agents from any form of liability whatsoever in connection with such repossession; such indemnity obligation will not be subject to the limits in Sections 7, 10, and 11 of this Agreement.**

9. **INSURANCE.** CARRIER's and CONTRACTOR's insurance obligations shall be as specified in Appendix B. CARRIER shall have no insurance responsibilities or obligations pertaining to CONTRACTOR other than those expressly stated in this Agreement or mandated by Applicable Law.

10. **CRASHES, ACCIDENTS, INCIDENTS AND CLAIMS.** Because CARRIER may have exposure arising out of CONTRACTOR's operation of the Equipment, CONTRACTOR shall immediately report to CARRIER any crash, collision of the Equipment with any vehicle, object or person, accident (whether or not defined as an "accident" or "preventable" under this Agreement), incident, potential or actual claim, bodily injuries, losses or damages (including to cargo and to any Trailing Equipment), shortages, over-weights, or overages involving CONTRACTOR's operations under this Agreement. **In accordance with Sections 11(a)(i)-(ii) of this Agreement, CONTRACTOR shall indemnify CARRIER for each claim for CARRIER Damages related to bodily injury, property damage, or environmental restoration arising out of or relating to CONTRACTOR's services.** For each claim for CARRIER Damages (as defined in Section 11(a)(i) of this Agreement) related to bodily injury, property damage, or environmental restoration, CONTRACTOR shall be liable to CARRIER for the amount of CARRIER Damages that CARRIER paid or otherwise incurred, subject to a limit of [REDACTED] for each claim (only if such limit is applicable under Section 11(a)(ii) of this Agreement). As indicated in Section 11(a)(ii), such dollar-amount limit shall not apply to CARRIER Damages arising out of or relating to any of CONTRACTOR's workers' (including CONTRACTOR's agents' or employees') gross negligence, willful misconduct. CONTRACTOR authorizes CARRIER, after CARRIER's investigation, to deduct or otherwise recover any such amounts. Before deducting any claim from CONTRACTOR's compensation, CARRIER shall provide CONTRACTOR with a written explanation and itemization for each such claim. If any such occurrence is not reported immediately to CARRIER, CONTRACTOR: (i) will risk disqualification of CONTRACTOR's worker who failed to make the report and/or termination of this Agreement; and (ii) must, **not subject to the indemnity limits in Sections 7, 10, and 11 of this Agreement,** reimburse CARRIER for all expense incurred as a result of the failure. CONTRACTOR, including CONTRACTOR's workers, must cooperate fully with CARRIER to ensure any required post-accident drug-and-alcohol testing is timely completed. In addition, CONTRACTOR and CONTRACTOR's worker(s) shall cooperate fully with CARRIER and CARRIER's representatives and insurers (at Contractor's expense) with respect to any claims-handling, claims-processing, legal action, hearing, or other proceeding arising from the operation of the Equipment, the relationship created by this Agreement or the services

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performed hereunder, including the provision of written reports or affidavits, attendance at hearings and trials, and assistance in securing evidence or obtaining the attendance of witnesses.

11. INDEMNIFICATION.

(a) Indemnification by CONTRACTOR.

- (i) **In General.** CONTRACTOR agrees to defend, indemnify and hold harmless CARRIER (and its affiliates, subsidiaries, officers, agents, and employees) from any direct, indirect, or consequential loss, damage, delay, fine, civil penalty, action, claim for injury or death to persons (including to CARRIER's employees or agents), damage to property, environmental response or restoration expense, cargo loss or damage, loss of or damage to Trailing Equipment or CARRIER's other real or personal property, injunctive obligations, or other expense that CARRIER pays or otherwise incurs, including reasonable attorneys' fees and legal costs, arising out of or relating to CONTRACTOR's, including any of CONTRACTOR's workers', negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions ("CARRIER Damages"). CONTRACTOR authorizes CARRIER to deduct or otherwise recover any amounts due to CARRIER under this section. If any of CONTRACTOR's drivers operates the Equipment for any purpose other than the carriage of CARRIER's lading, CONTRACTOR agrees to defend, indemnify, and hold harmless CARRIER (and its affiliates, subsidiaries, officers, agents, and employees) from any CARRIER Damages arising from that operation. This provision shall remain in full force and effect both during and after the termination of this Agreement.
- (ii) **Indemnity Limits.** CONTRACTOR's indemnity obligation for CARRIER Damages is limited—except as expressly provided elsewhere in this Agreement—to paying CARRIER up to the lesser of: (i) the deductible or self-insured retention amount as set forth in Sections 1 and 2 of Appendix B under those of CARRIER's insurance policies applicable to the claim, plus CARRIER's expense in submitting and processing the claim, if Carrier, in its sole discretion, submits such claim to the insurance carrier and CARRIER's insurance policies applicable to such claim provide coverage; or (ii) the amounts of CARRIER Damages stated in Sections 7 and 10 for the indicated categories of claims. In no event will CONTRACTOR's indemnity obligation for CARRIER Damages exceed [REDACTED] in combination where multiple claims of any and all kinds arise out of one occurrence. CONTRACTOR acknowledges and understands none of those dollar limits will apply: (A) as specifically stated elsewhere in this Agreement; (B) to any liquidated damages owed to CARRIER; (C) to any CARRIER Damages resulting from the operation of the Equipment not on behalf of CARRIER; or (D) to the extent CARRIER Damages arise out of or relate to CONTRACTOR's, including any of CONTRACTOR's workers', gross negligence or willful misconduct (including but not limited to intentional torts). In addition, those indemnity limits will apply only to CONTRACTOR's indemnity obligation for CARRIER Damages and will not limit in any way the losses, damages, attorneys' fees, or other expenses that CONTRACTOR may sustain as a result of an injured third party's assertion of a claim directly against CONTRACTOR.
- (iii) **CARRIER's Coverages.** CARRIER has secured insurance coverages that may cover risks and liabilities for which CONTRACTOR has agreed to indemnify CARRIER under this Agreement (for example, public liability insurance). Such policies are expressly for the benefit of CARRIER and only incidentally may benefit CONTRACTOR. Terms of the policies may change (for example, higher or lower deductibles, length of coverage, UM/UIM waivers or limitations, or insurance underwriters). CONTRACTOR has neither any obligations under the policies nor any rights under their terms.

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(iv) Claims by CONTRACTOR or Other Contractors. CONTRACTOR agrees to defend, indemnify, and hold harmless CARRIER from:

- (i) any claim by CONTRACTOR for loss of or damage to the Equipment or CONTRACTOR's other property, any claim by any other contractor of CARRIER for loss of or damage to such other contractor's truck, tractor, trailer, or other property, or any claim by CONTRACTOR or any other contractor of CARRIER (including any of their workers) of personal injury (including death) to CONTRACTOR or any other contractor of CARRIER, including any of their workers (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and legal costs) due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of CONTRACTOR, including any of CONTRACTOR's workers; and
- (ii) any claim by CONTRACTOR for loss of or damage to the Equipment (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and legal costs) due to the negligence, gross negligence, or willful misconduct of any other contractor of CARRIER, material breach by any other contractor of such contractor's own Independent Contractor Operating Agreement with CARRIER, or other culpable acts or omissions of any other contractor of CARRIER, including any of such other contractor's workers.

The indemnity limits of Sections 7, 10, and 11(a)(ii) do not apply to this Section 11(a)(iv).

(v) **Reclassification. THE TERMS OF THIS AGREEMENT REFLECT THAT CONTRACTOR IS AN INDEPENDENT CONTRACTOR, NOT AN EMPLOYEE. THEREFORE: CONTRACTOR agrees to defend, indemnify, and hold harmless CARRIER from all reasonable attorneys' fees and legal costs CARRIER incurs in defending against any claims, suits, actions, or administrative proceedings brought by CONTRACTOR or any of CONTRACTOR's workers alleging that CONTRACTOR or any of CONTRACTOR's workers is an employee of CARRIER, but which ultimately, upon completion of all appeals or the running of all applicable appeal periods, fail to result in any final judicial or administrative decision holding the allegation to be true. The indemnity limits of Sections 7, 10, and 11(a)(ii) do not apply to this Section 11(a)(iv).**

(b) **Indemnification by CARRIER.**

- (i) **In General. CARRIER agrees to defend, indemnify, and hold harmless CONTRACTOR (and CONTRACTOR's affiliates, subsidiaries, officers, agents, and employees) from any third-party claim (including any for which CONTRACTOR is covered by CARRIER's insurance) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, or expense, including reasonable attorneys' fees and legal costs ("CONTRACTOR Damages") that CONTRACTOR pays or otherwise incurs arising out of or relating to CARRIER's (including CARRIER's agents' or employees') negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions. This indemnity obligation will not apply to any claim of loss or damage to the Equipment or to CONTRACTOR's other property, or to any claim arising out of or relating to CONTRACTOR's workers' operation of the Equipment for any purpose other than the performance of CONTRACTOR's obligations under this Agreement. CARRIER's indemnity obligations do not apply when the Equipment is being operated pursuant to an Addendum for Alternative Uses of Equipment. CONTRACTOR agrees to furnish CARRIER with a written explanation and itemization of any claim for cargo or property damage. This section will remain in full force and effect both during and after the termination of this**

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Agreement. CARRIER will credit to CONTRACTOR's next settlement compensation any amounts due CONTRACTOR under this section.

- (ii) **Indemnity Limits.** CARRIER's indemnity obligation under Section 11(b)(i) of this Agreement will be limited to a maximum of [REDACTED] of the total amount in CONTRACTOR Damages that CONTRACTOR paid or otherwise incurred per occurrence, and in no event will CARRIER's indemnity obligation under Section 11(b)(i) of this Agreement exceed [REDACTED] where multiple claims arise in combination out of any one occurrence. The indemnity limits provided for in this Section shall not apply to the extent CONTRACTOR Damages arise out of or relate to CARRIER's (including CARRIER's agents' or employees') gross negligence or willful misconduct (including but not limited to intentional torts).

12. POSSESSION AND IDENTIFICATION OF EQUIPMENT.

- (a) **Exclusive Possession and Responsibility; Alternative Uses of Equipment.** CARRIER shall have exclusive possession, control, and use of the Equipment, and shall assume complete responsibility for the operation of the Equipment, for the duration of this Agreement. The foregoing declaration (i) applies only to the Equipment, not to CONTRACTOR or CONTRACTOR's workers and (ii) is made solely to conform with FMCSA regulations and shall not be used for any other purposes, including any attempt to classify CONTRACTOR, including any of CONTRACTOR's workers, as an employee of CARRIER. Nothing in the provisions required by 49 C.F.R. 376.12(c)(1) is intended to affect whether the CONTRACTOR or any driver provided by the CONTRACTOR is an independent contractor or an employee of the CARRIER. An independent contractor relationship may exist when a carrier complies with 49 U.S.C. § 14102 and attendant administrative requirements. Solely because of the limitations of 49 C.F.R. § 376.12(c)(1) and (2), CONTRACTOR may operate the Equipment for another motor carrier or entity during this Agreement only with the prior written consent of CARRIER. Except as restricted by Applicable Law, CONTRACTOR is not prohibited from providing transportation services for other motor carriers, brokers, directly for shippers, or any other person or entity, provided that CONTRACTOR complies with the trip-lease requirements set forth under federal law in 49 C.F.R. Part 376. For this purpose, CARRIER has prepared an Addendum for Alternative Uses of Equipment, which is available upon request. If CONTRACTOR engages in an Alternative Use of Equipment (i.e., any "Sublease", "CONTRACTOR Motor Carriage", or "Exempt Motor Carriage", as defined in the Addendum for Alternative Uses of Equipment) without obtaining the required authorization from CARRIER in advance, CONTRACTOR will have materially breached this Agreement. In that event, **not subject to the indemnity limits of Sections 7, 10, and 11 of this Agreement, CONTRACTOR agrees to defend, indemnify, and hold harmless CARRIER from any form of liability whatsoever in connection with the unauthorized trip**, including but not limited to administrative expenses, claims-investigation expenses, and reasonable attorneys' fees and legal costs. CONTRACTOR authorizes CARRIER to deduct or otherwise recover all such amounts.
- (b) **Receipt for Equipment.** Upon taking possession of the Equipment from CONTRACTOR, CARRIER shall furnish to CONTRACTOR a receipt for equipment, which shall constitute the receipt required by 49 C.F.R. § 376.11(b).
- (c) **Identification of Equipment.** Except as otherwise provided herein, during the term of this Agreement CONTRACTOR agrees to apply to and maintain on the Equipment such identification as CARRIER may designate under Applicable Law. CONTRACTOR must remove any items that, in CARRIER's reasonable judgment, would interfere with this identification or be offensive. CONTRACTOR agrees to remove or cover up all CARRIER identification at the termination of this Agreement, or while operating the Equipment for any purpose other than conducting CARRIER's business. CONTRACTOR further agrees to keep the Equipment in clean appearance and identified as described herein, at its sole cost and expense.

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CARRIER agrees that CONTRACTOR may display CONTRACTOR's name and address on the Equipment where required by or otherwise consistent with Applicable Law.

13. CONTRACTOR NOT EMPLOYEE OF CARRIER.

- (a) **In General.** This Agreement is between two independent businesses that are separately owned and operated. CONTRACTOR represents and warrants CONTRACTOR is entering into, and will provide Equipment and services pursuant to, this Agreement in CONTRACTOR's capacity as a business, regardless of the form in which CONTRACTOR chooses to operate its business (e.g., sole proprietorship, corporation, limited liability company), not as a natural person. It is expressly understood and agreed that CONTRACTOR is an independent contractor for the Equipment and driver services provided pursuant to this Agreement. CONTRACTOR agrees to provide necessary documentation and apply for certification of CONTRACTOR's independent contractor status where mandated by Applicable Law.
- (b) **Equipment, Maintenance, and Routes.** Subject only to Applicable Law, it will be the sole responsibility of CONTRACTOR to: (i) select, purchase or lease, and finance the Equipment; (ii) decide when, where, and how maintenance and repairs are to be performed; and (iii) select all routes and decide all meal, rest, and refueling stops, provided that to meet CARRIER's Customers' demands, CONTRACTOR agrees to make timely and safe deliveries of all loads, and to notify CARRIER when delivery has been made or will be delayed for any reason.
- (c) **CONTRACTOR's Workers.** Subject only to Applicable Law and safety considerations, CONTRACTOR hereby assumes full control and responsibility for CONTRACTOR's use or employment of CONTRACTOR's workers to perform any aspect of this Agreement. This obligation includes but is not limited to: selection, training, and hiring; setting wages, salaries, and fringe benefits; setting grooming and dress standards; discipline, including discharge; setting workers' hours (including meal and rest breaks); providing for unemployment insurance and coverage of workers' injuries; complying with state and federal tax obligations; adjustment of grievances; all workers' acts and omissions; and all other matters relating to or arising out of CONTRACTOR's workers hours. In addition, CONTRACTOR agrees to be solely responsible for complying with Applicable Law governing the terms and conditions of employment of CONTRACTOR's employees or applicants for employment, including, without limitation, compliance with the Federal Fair Credit Reporting Act; verification of immigration and naturalization status; proof of proper taxpayer identification number; proof of payment of income; unemployment; Medicare and other state and federal payroll taxes; and other required withholdings for CONTRACTOR's employees. If CONTRACTOR obtains any of the Equipment from a third party that is not exempt from 49 C.F.R. Part 376, CONTRACTOR will ensure that such third party receives all of the rights and benefits due under 49 C.F.R. Part 376 pursuant to 49 C.F.R. § 376.12(m), and CONTRACTOR will provide CARRIER with a copy of any agreement CONTRACTOR enters into for the purpose of satisfying this obligation.
- (d) **Taxes.** CONTRACTOR is free to choose the form in which to operate CONTRACTOR's business. CONTRACTOR agrees to file all tax forms and returns that CONTRACTOR may be required by law to file on account of CONTRACTOR's workers used in the performance of this Agreement, and to pay when due all taxes and contributions reported in the forms and returns. In that regard, CONTRACTOR knows: (i) of CONTRACTOR's responsibilities to pay estimated social security taxes and state and federal income taxes with respect to remuneration received from CARRIER; (ii) that the social security tax CONTRACTOR must pay is higher than the social security tax the individual would pay if he or she were an employee; and (iii) that the service provided by CONTRACTOR to CARRIER under this Agreement is not work covered by the unemployment compensation laws of any State, including Georgia; provided, however, that should CONTRACTOR employ or use drivers, helpers, or other workers to fulfill CONTRACTOR's obligations under this Agreement, and the drivers, helpers, or other workers are covered by the unemployment laws of any State, including Georgia, CONTRACTOR is solely responsible for

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providing unemployment insurance for the drivers, helpers, or other workers. CONTRACTOR agrees to furnish CARRIER such evidence of compliance with the foregoing as CARRIER may reasonably require, including but not limited to proof of income and payroll taxes currently paid by CONTRACTOR or withheld by CONTRACTOR from the wages of CONTRACTOR's workers. As required by Applicable Law, CARRIER agrees to file information tax returns (Form 1099) with the Internal Revenue Service on behalf of CONTRACTOR if CONTRACTOR is paid more than the statutory amount in compensation during a calendar year.

14. GROUNDS FOR IMMEDIATE TERMINATION. If CARRIER or CONTRACTOR, including any of CONTRACTOR's workers, does any of the following, the other party may elect to terminate this Agreement immediately: (i) commits—or attempts, conspires, or threatens to commit—a felony or intentional tort; (ii) violates any applicable federal, state, local, Native American tribal, or foreign law, regulation, or ordinance (“Applicable Law”); or (iii) materially breaches this Agreement.

15. COMPLETION OF PERFORMANCE. If CONTRACTOR subjects CARRIER to liability due to CONTRACTOR's acts or omissions related to a shipment—including but not limited to the failure to complete delivery or abandonment of freight or Trailing Equipment—CARRIER may take possession of the lading entrusted to CONTRACTOR and complete performance. In such event, CONTRACTOR shall waive any recourse against CARRIER for such action and CONTRACTOR authorizes CARRIER to deduct or otherwise recover from gross compensation all direct or indirect costs, expenses, or damages, including reasonable attorney's fees, incurred by CARRIER as a result of or in any way related to CARRIER's taking possession of the lading and completing performance.

16. SETTLEMENT PERIOD AND DOCUMENTATION.

(a) **Settlement.** CARRIER shall settle with and pay gross compensation to CONTRACTOR with respect to services provided under this Agreement within 15 calendar days after CONTRACTOR's submission, in proper form, of driver records of duty status required by the FMCSA and those documents necessary for CARRIER to secure payment from CARRIER's Customer, including, but not necessarily limited to, the signed freight bill, delivery receipt or bill of lading (settlement will not be conditioned on CONTRACTOR's submission of a clean bill of lading (i.e., a bill of lading to which no exceptions have been taken)). At each settlement, CARRIER will furnish to CONTRACTOR a statement detailing all debit and credit entries since the preceding statement (“Settlement Statement”). The parties agree that all debit and credit entries detailed in each Settlement Statement are conclusively presumed to be correct and proper if not disputed by CONTRACTOR within 180 days of CARRIER's issuance of the Settlement Statement, subject to CARRIER's rights pursuant to Section 1(f) of Appendix A.

(b) **Freight Documentation.** In the event CONTRACTOR's compensation is based on a percentage of revenue, then CARRIER shall provide CONTRACTOR with a copy of the rated freight bill or a computer-generated settlement sheet that contains 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 a rated freight bill—before or at the time of settlement. Regardless of the method of compensation, CONTRACTOR may examine CARRIER's tariffs, or other contracts or documents, if any, from which charges and rates are computed, as well as documents underlying any computer-generated document, at CARRIER's headquarters during business hours. If rates and charges are computed from a contract, CONTRACTOR may examine only those portions of the contract containing the same information that would appear on a rated freight bill. CARRIER may delete the names of shippers and consignees shown on that documentation. Nothing in this Agreement limits CARRIER's exclusive right to set the rates and amounts charged to CARRIER's Customer. **All documents examined by CONTRACTOR under this section are designated Confidential Matters under Section 22 of this Agreement.**

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- 17. CONTRACTOR NOT REQUIRED TO PURCHASE PRODUCTS, EQUIPMENT, OR SERVICES FROM CARRIER.** CONTRACTOR is not required to purchase or rent any products, equipment, or services from CARRIER as a condition of entering into this Agreement. In the event CONTRACTOR elects to purchase or rent equipment pursuant to a contract that gives CARRIER the right to make deductions from CONTRACTOR's settlement for purchase or rental payments, then the parties mutually agree to attach and incorporate each such contract, specifying terms thereof, as a separate addendum.
- 18. CHARGE BACK.** CONTRACTOR authorizes CARRIER to charge back to or deduct from CONTRACTOR's gross compensation, Escrow Fund, or any other money owed to CONTRACTOR all amounts CONTRACTOR owes to CARRIER, as listed or referenced in Appendix A of this Agreement or elsewhere in this Agreement, resulting in a net amount, if any, to be remitted to CONTRACTOR as settlement compensation. To the extent CONTRACTOR chooses to have CARRIER pay, on CONTRACTOR's behalf, for items in the Deductions Table or identified elsewhere in this Agreement, CONTRACTOR acknowledges CONTRACTOR has affirmatively made this choice because CONTRACTOR has determined that it benefits from having CARRIER initially pay for the items, which are subsequently deducted from CONTRACTOR's gross compensation. If CONTRACTOR owes CARRIER a net amount following any settlement, CONTRACTOR agrees to immediately pay CARRIER that amount. CARRIER has the right to recover, through all legal means, any such amounts CONTRACTOR owes CARRIER. CONTRACTOR agrees not to charge any amounts to CARRIER's account, or to execute or endorse any instrument for or on behalf of CARRIER, without CARRIER's advance written permission. CONTRACTOR and CARRIER will not incur or authorize any other debts in the name of the other. CARRIER shall provide CONTRACTOR with a written explanation and itemization of any deductions for cargo or property damage before they are made. With respect to all charge-back items and deductions, CONTRACTOR, upon request, will be afforded copies of those documents which are necessary to verify the validity of the charges.
- 19. REMOVAL OF IDENTIFICATION.** With respect to final settlement, the failure on the part of CONTRACTOR upon termination of this Agreement to remove and return to CARRIER all identification devices of CARRIER or provide a letter certifying their removal, shall entitle CARRIER to withhold any payments owed to CONTRACTOR until such obligation is met.
- 20. PASSENGER AUTHORIZATION.** As required by 49 C. F. R. 392.60, CONTRACTOR shall not allow any passengers to ride in the Equipment without prior authorization in writing by CARRIER, which authorization will be given by CARRIER only if: (i) CONTRACTOR, CONTRACTOR's driver, and the passenger submit to CARRIER a fully executed Passenger Authorization, Release of Liability; and (ii) CONTRACTOR, at CONTRACTOR's expense, furnishes CARRIER a Certificate of Insurance for passenger-liability coverage acceptable to CARRIER in CARRIER's sole discretion. Passengers cannot be less than 12 years of age. CONTRACTOR agrees not to permit any passenger to operate or be in charge of the Equipment at any time for any purpose whatsoever, or to be outside the cab during loading or unloading.
- 21. LOADING AND UNLOADING.** In the event the shipper or consignee does not assume loading and unloading responsibilities, CONTRACTOR shall be responsible for the loading or unloading of property transported on behalf of CARRIER at CONTRACTOR's expense and with no additional compensation for those services, unless otherwise indicated in Appendix A.
- 22. CONFIDENTIALITY AND TRADE SECRETS.**
- (a) **Protection of Confidential Matters.** CONTRACTOR hereby recognizes and acknowledges that any list of CARRIER's Customers, as it may exist now or from time to time, including non-public Customer-related information, is a valuable, protectable, special and unique asset of the business of CARRIER. CONTRACTOR agrees, during the term of this Agreement, and for 2 years after its termination, CONTRACTOR and CONTRACTOR's workers: (i) will not to disclose the list of CARRIER's Customers

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or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever, or otherwise use the list of CARRIER's Customers or any part thereof for any reason, without CARRIER's prior written consent; (ii) preserve as "Confidential Matters" all trade secrets, know-how and information relating to CARRIER's business, forms, processes, Customers, market information, developments, sales and promotional systems, prices and operations, which information may be obtained from tariffs, contracts, freight bills, letters, specifications, drawings, blueprints, reports, disclosures, reproductions, books, records, or other contractors, and other information of any kind resulting from this Agreement; and (iii) will regard such Confidential Matters as the sole property of CARRIER and shall not use, publish, disclose or disseminate the same to others without the written consent of CARRIER. In the event of any breach or threatened breach by CONTRACTOR or any of CONTRACTOR's workers of the provisions of this section, CARRIER shall be entitled to an injunction, restraining CONTRACTOR from disclosing, in whole or in part, the list of CARRIER's Customers, and all other Confidential Matters. CONTRACTOR agrees that CARRIER will be irreparably damaged in the event of any breach of this provision by CONTRACTOR for which monetary damages will not provide adequate remedy. Accordingly, in addition to any other legal or equitable remedies that may be available to CARRIER, CONTRACTOR agrees that CARRIER will be entitled to and able to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice, preliminary injunction, or permanent injunction against CONTRACTOR and CONTRACTOR's workers to enforce this confidentiality provision. CARRIER shall not be required to post any bond or other security and shall not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts. Nothing hereunder shall be construed as prohibiting CARRIER from pursuing any remedies available to CARRIER at law or in equity for such breach, including the recovery of monetary damages of any nature, including consequential damages, from CONTRACTOR.

- (b) **Notice Required by 18 U.S.C. § 1833(b)(3).** To the extent the Confidential Matters constitute "trade secrets" under 18 U.S.C. § 1839(3), CARRIER provides the following notice to CONTRACTOR pursuant to 18 U.S.C. § 1833(b)(3): An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

23. BENEFIT AND ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors. CONTRACTOR may not assign or subcontract all or a portion of its obligations to another party without the prior written consent of CARRIER, though CONTRACTOR remains free to engage workers to perform services under this Agreement. CARRIER may assign or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of CONTRACTOR.

24. NOTICE. All notices and other communications required by this Agreement shall be in writing (unless permitted elsewhere in this Agreement to be oral) and will be deemed to have been fully given: (i) upon delivery if delivered in person, by facsimile transmission, or electronic means; (ii) on the next day after being deposited with an overnight delivery company with the express charges prepaid; or (iii) on the date indicated on the return receipt, or if there is no receipt, on the third day after being deposited in the United States Mail with first-class postage prepaid. The parties agree to be under a continuing duty to provide written notice to each other regarding changes to any of the contact information appearing in the signature block after the main text of this Agreement.

25. GOVERNING LAW, DISPUTE RESOLUTION AND RELATED WAIVER.

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- (a) **Governing Law and Dispute Resolution.** THIS AGREEMENT, AS WELL AS ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES, WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND OF MISSOURI, WITHOUT REGARD TO THE CHOICE-OF-LAW RULES OF THAT OR ANY OTHER JURISDICTION. EXCEPT FOR CLAIMS OR DISPUTES COVERED BY AND ACTUALLY ARBITRATED UNDER AN ARBITRATION AGREEMENT, THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN LAW (INCLUDING BUT NOT LIMITED TO 49 C.F.R. PART 376), MUST BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING SCOTT CITY, MISSOURI. THE PARTIES CONSENT TO THE JURISDICTION OF THESE COURTS.
- (b) **Waiver.** CONTRACTOR AND CONTRACTOR'S WORKERS WAIVE ANY RIGHT TO INITIATE, JOIN (I.E., OPT IN TO), REMAIN IN (I.E., NOT OPT OUT OF), OR OTHERWISE PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION BROUGHT AGAINST CARRIER, INCLUDING BUT NOT LIMITED TO SUCH ACTIONS BROUGHT UNDER STATE OR FEDERAL LAW AND THOSE ARISING UNDER THE FAIR LABOR STANDARDS ACT.
- (c) **Revocation.** CONTRACTOR MAY REVOKE ITS ASSENT TO SECTION 25(b) OF THIS AGREEMENT BY NOTIFYING CARRIER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY SENDING EITHER (I) AN EMAIL TO DOTCompliance@Buchheits.com, OR (II) A LETTER TO: Safety Department at 600 Daugherty Street, Scott City, MO 63780. CONTRACTOR'S EMAIL OR LETTER MUST STATE CONTRACTOR'S NAME AND INTENT TO REVOKE ITS ASSENT TO SECTION 25(b). CONTRACTOR'S REVOCATION WILL BE EFFECTIVE AS OF THE DATE CARRIER RECEIVES SUCH NOTICE. REVOCATION BY CONTRACTOR WILL NOT RESULT IN TERMINATION OF THIS AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY FORM OF PENALTY, RETALIATION, OR DISADVANTAGING OF CONTRACTOR BY CARRIER.

26. **COMPLETE AGREEMENT.** This Agreement, including any Appendices attached, constitutes the sole, entire, and existing agreement between the parties pertaining to the subject matter contained herein, and supersedes and fully replaces all prior and contemporaneous agreements, representations, and undertakings, oral and written, expressed or implied, or practices, between the parties, except as provided in Section 27(e) of this Agreement. No supplement, modification, or amendment to the Agreement shall be binding unless in writing and signed by both CARRIER and CONTRACTOR, except as otherwise provided with respect to compensation in Section 1(e) of Appendix A, deductions in Section 2 of Appendix A, and insurance facilitated by CARRIER elected in Appendix B.

27. **MISCELLANEOUS PROVISIONS.**

- (a) **In General.** The subject headings of this Agreement are included for convenience only and must not affect the construction or interpretation of any of its provisions. All dollar amounts are based on U.S. Dollars. Unless otherwise specified, all references to "days" mean calendar days. This Agreement may be executed in counterparts.
- (b) **Waiver.** A waiver of any provision of the Agreement shall not constitute a waiver of any other provisions whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed effective or binding upon the CONTRACTOR unless executed in writing by the party making the waiver.

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The failure or refusal of a party to insist upon the strict performance of any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver of the provision or right, nor will the failure or refusal be deemed a customary practice contrary to the provision or right. The rights and remedies of each party under this Agreement or under Applicable Law are cumulative, and the exercise of any of them will not be exclusive of any other right or remedy provided by this Agreement or allowed under Applicable Law.

- (c) **Severability**. If any provision (including any sentence or part of a sentence) of this Agreement is deemed invalid for any reason, this Agreement will be void only as to that provision, and this Agreement will remain otherwise binding between the parties. Any provision deemed voided will be replaced with provisions that will be as close to the parties' intent as permissible.
- (d) **No Third-Party Beneficiaries**. Nothing in this Agreement creates any rights in any party not a signatory to or expressly designated as a third-party beneficiary herein.
- (e) **Credits and Debits under Previous Agreements**. Balances in escrow funds created under any previous written agreement between the parties will be credited to the Escrow Fund created under this Agreement (if any). All compensation and other amounts due CONTRACTOR from CARRIER, and all advances and other amounts due CARRIER from CONTRACTOR, under the previous agreement, will remain due and payable. The amounts of compensation for trips started, and the amounts of advances and other amounts due CARRIER, before the Effective Date of this Agreement will be determined by the previous agreement, the payment procedures will be determined by this Agreement, and the payment timing will be determined by the predecessor agreement or this Agreement, whichever requires payment earlier.
- (f) **Copies and Statement of Lease**. CARRIER will keep the original of this Agreement, and CONTRACTOR agrees to keep a copy as well. CONTRACTOR also agrees that this Agreement or a Statement of Lease in the form appended hereto will be carried on the Equipment during the term of this Agreement.
- (g) **Survival**. If, up to and including the date of termination of this Agreement, one or more events occur that give rise, before or after that date, to a liability or entitlement of CONTRACTOR or CARRIER under this Agreement, the liability or entitlement will continue until it is satisfied in full, notwithstanding the termination of this Agreement. CONTRACTOR's obligations include, but are not limited to, completing performance in the event of termination.
- (h) **Non-Reliance**. CONTRACTOR represents and warrants: (i) CONTRACTOR is acting for its own account and has sought and received the advice of an attorney and/or other business counsel or, if not, has chosen not to do so with respect to CONTRACTOR's decision to enter into this Agreement, and (ii) CONTRACTOR is not relying on any representation or other communication (written or oral) of CARRIER other than what is set forth in this Agreement.

28. CONSENT TO DO BUSINESS BY ELECTRONIC MEANS. CARRIER and CONTRACTOR consent to do business using any electronic method permitted by FMCSA. This consent includes, but is not limited to, the use of electronic methods to effect and transmit the signature of any document, including this Agreement and any supplement, modification, addendum, amendment, notice, consent and/or waiver required by this Agreement, or any other document required by FMCSA regulations to be generated and maintained (or exchanged by private parties). The parties agree that when either party uses any electronic method to accomplish electronic signatures, the chosen method: (i) identifies and authenticates the sender as the source of the electronic communication; (ii) indicates the sender's approval of the information contained in the electronic communication; and (iii) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature. Either party may elect to use a handwritten signature with respect

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to any document, provided that the election will not preclude the other party from using an electronic signature to the same document.

29. CONSENT TO TELEPHONIC COMMUNICATIONS. Pursuant to the Telephone Consumer Protection Act, CONTRACTOR authorizes CARRIER or any agent of CARRIER to contact CONTRACTOR at CONTRACTOR's telephone number(s) appearing in the signature block after the main text of this Agreement, or otherwise provided to CARRIER by CONTRACTOR before, on, or after the Effective Date, including any telephone number associated with a cellular phone, via any method, including but not limited to live, person-to-person communications, texting, messaging, prerecorded calls, voicemail, and by automatic telephone dialing system.

30. THE PARTIES' OBLIGATIONS UPON RECLASSIFICATION.

(a) **Reclassification of CONTRACTOR.** In the event of a legally binding determination that CONTRACTOR (or, if CONTRACTOR is a business entity, CONTRACTOR's principal) is an employee of CARRIER (each, a "CONTRACTOR Reclassification Decision"), CONTRACTOR may elect to: (i) ratify the terms of this Agreement, in which case CONTRACTOR may sue under its terms; or (ii) if CONTRACTOR contends that this Agreement is voidable by reason of the CONTRACTOR Reclassification Decision, rescind the Agreement, in which case the Agreement will be rescinded and the parties will be deemed not to have formed any agreement regarding the terms on which CONTRACTOR agreed to provide services.

(b) **Reclassification of CONTRACTOR's Workers.** In the event of a legally binding determination that any of CONTRACTOR's workers other than CONTRACTOR (or, if CONTRACTOR is a business entity, CONTRACTOR's principal) is an employee of CARRIER, whether directly or as a joint employer (each, a "Worker Reclassification Decision"), and the Worker Reclassification Decision does not result from CARRIER's conduct, **CONTRACTOR agrees to indemnify, defend, and hold harmless CARRIER from any liability arising out of or related to the Worker Reclassification Decision.**

NOTICE: THIS IS A BINDING LEGAL DOCUMENT. The parties acknowledge that each has the right and opportunity to fully review the Agreement prior to signing and, if each so elects, seek the assistance of legal counsel of its own choosing. By signing this Agreement, CONTRACTOR (i) represents it has read this Agreement; (ii) has sought and received the advice of an attorney or, if not, has chosen not to do so; and (iii) is entering into this Agreement freely, voluntarily, and without duress, undue influence, coercion, or promise of any benefit not specifically described in this Agreement.

IN WITNESS WHEREOF, CARRIER and CONTRACTOR do hereby sign this Agreement in Scott City, Missouri, which Agreement begins at 12:01 a.m. Central Time on the later of the two dates in the signature block below ("Effective Date").

Independent Contractor Agreement

By signing below, CONTRACTOR acknowledges that, as reflected in this Agreement:

- CONTRACTOR is NOT an employee of CARRIER, and all aspects of the relationship between CONTRACTOR and CARRIER are based on CONTRACTOR’s status as an independent contractor.
- CONTRACTOR has agreed to be responsible for the operating expenses incurred in connection with CONTRACTOR’s business operations.
- CONTRACTOR’s acknowledgement that CONTRACTOR is responsible for its operating expenses, including the labor required to perform the services under the Agreement, is an indispensable term of this Agreement but for which CARRIER would not have agreed to pay the gross compensation stated herein, or have entered into this Agreement.
- The gross compensation paid to CONTRACTOR is MORE than CARRIER would pay an individual who agreed to perform driving services alone.
- Correlatively, CARRIER acknowledges that CONTRACTOR would not agree to provide the Equipment and bear the expenses of operating the Equipment if CARRIER paid the market rate solely for driving services.
- CARRIER offered the gross compensation reflected in this Agreement (and agreed to by the parties) based on CARRIER’s assessment of current rates necessary to attract contractors willing to provide equipment and qualified drivers and to bear all expenses associated with operating the Equipment.

CARRIER: Buchheit Trucking Service, Inc. Operating under U.S. DOT No.: 71052	CONTRACTOR:
600 Daugherty Street	Street: [REDACTED]
Scott City, Mo 63780	City, State, Zip: [REDACTED]
Fax: 573-264-3256	Fax: [REDACTED]
Phone: 573-264-1700	Phone: [REDACTED]
Email: DOTCompliance@Buchheits.com	E-mail: [REDACTED]
	Fed. Taxpayer ID No. [REDACTED]
	<input type="checkbox"/> Owner and Operator
	<input type="checkbox"/> Owner only

By: _____ Signature [REDACTED]	By: _____ Signature [REDACTED]
Authorized Representative’s Name (Typed/Printed) [REDACTED]	Authorized Representative’s Name (Typed/Printed) [REDACTED]
Dated _____	Dated _____

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Equipment Receipt

<u>Power Unit</u>	<u>Trailer</u>	<u>Year (YYYY)</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u>	<u>BL Unit #</u>
<input checked="" type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
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<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					

CARRIER Receipt for *Possession* of Equipment

CARRIER has received from CONTRACTOR and taken possession of the above Equipment described in this Agreement.

The Equipment was received by CARRIER on [REDACTED].

Buchheit Trucking Service, Inc.
Operating under U.S. DOT No.: 071052

Signature: _____
(CARRIER representative)

Printed Name: _____

Independent Contractor Agreement

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Appendix A

Compensation, Charge Back Items, and Permits

1. **GROSS COMPENSATION.** Pursuant to Section 3 of this Agreement, except with respect to any gross compensation separately agreed to by the parties pursuant to a shipment-specific compensation addendum to this Agreement, CARRIER shall pay CONTRACTOR gross compensation, comprising Base Compensation and Additional Compensation, as described in this section.

a) **Base Compensation.** CONTRACTOR must elect ONE of the following three compensation methods pursuant to which it will be compensated for loads tendered by CARRIER and hauled by CONTRACTOR under CARRIER's dispatch:

Option 1 (Van or Bulk): Mileage Compensation:

a. If CONTRACTOR furnishes a tractor only: [REDACTED] per CARRIER-dispatched mile (loaded) and [REDACTED] per CARRIER-dispatched mile (empty) calculated in accordance with Section 1(d) of this Appendix A. "CARRIER-dispatched" means miles specifically directed or authorized by CARRIER. CONTRACTOR is subject to a flat weekly rate for CARRIER-owned trailer rental as follows. CARRIER is authorized to deduct or otherwise recover such rent.

- i. Dry-van trailer rental: [REDACTED]
- ii. Bulk (Hoppers and Dumps) trailer rental: [REDACTED]

Option 2 (Van Only): Percentage Compensation:

a. If CONTRACTOR furnishes a tractor only: [REDACTED] of AGR (as defined in Section 1(c) of this Appendix A). CONTRACTOR is not subject to trailer rental or baseplate fees.

Option 3 (Bulk Only): Percentage Compensation:

a. If CONTRACTOR furnishes a tractor only: [REDACTED] of AGR (as defined in Section 1(c) of this Appendix A). CONTRACTOR is subject to a flat weekly rate for CARRIER owned trailer rental as follows. CARRIER is authorized to deduct or otherwise recover such rent.

- i. Bulk (Hoppers and Dumps) trailer rental: [REDACTED]

Option 4 (Bulk Only): Percentage Compensation:

a. If CONTRACTOR furnishes a tractor and a trailer: [REDACTED] of AGR.

CONTRACTOR may change its then-current compensation method election – from mileage compensation to percentage compensation, or vice versa – on a go-forward basis by submitting a written email request for such a change to CARRIER at truckingpayroll@buchheits.com. Such written email request must be submitted to CARRIER on or before the 25th day of the month immediately preceding the month during which CONTRACTOR desires to begin being compensated based on the alternative compensation method (for example, if CONTRACTOR is being paid on a per-mile basis and wishes to switch to a percentage basis beginning with loads hauled in the month of May, CONTRACTOR must submit the required written request to CARRIER to that effect by no later than the 25th of April of the same year).

b) **Additional Compensation.**

- (1) **Accessorial Service Charges.** CARRIER shall pay CONTRACTOR [REDACTED] of all billed demurrage charges.
- (2) **Fuel-Related Compensation.** CARRIER shall pay CONTRACTOR [REDACTED] of all fuel surcharges billed to CARRIER's Customer.

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- (3) **Hazardous Materials/Waste Compensation.** If CONTRACTOR elects Option 1 in Section 1(a) of this Appendix, Mileage Compensation, CONTRACTOR will receive an additional [REDACTED] per loaded mile that CONTRACTOR pulls for each load containing hazardous material (“Hazmat”) or hazardous waste (“Hazwaste”) cargo. The load must be placarded as Hazmat or Hazwaste in order for CONTRACTOR to be entitled to receive this additional compensation. The additional compensation is paid solely on loaded miles carrying identified Hazmat or Hazwaste. No additional compensation will be paid for empty miles operated to the origin or from the destination of the Hazardous Materials/Waste, or otherwise. Only a driver with the appropriate hazardous materials endorsement is eligible to transport Hazmat or Hazwaste loads; the hauling of a Hazmat or Hazwaste load by a driver without all endorsements required by Applicable Law shall constitute a breach of the Agreement, and CONTRACTOR shall not be entitled to any additional pay under this Section with respect to such load.
- c) **Adjusted Gross Revenue.** Adjusted Gross Revenue (“AGR”) shall mean all revenue billed by CARRIER to CARRIER’s Customer in connection with dispatch CONTRACTOR accepts under this Agreement for linehaul transportation, hourly work, accessorial services, detention, and all other services, fuel surcharges, and other charges, costs, and surcharges for a particular shipment, reduced by:
- (1) Amounts billed by CARRIER for all “Additional Compensation” items listed in Appendix A or elsewhere in this Agreement;
 - (2) Incentives, discounts, fees (including but not limited to those for loading or unloading services regardless of who provides those services), and commissions that CARRIER gives CARRIER’s Customer with respect to a shipment;
 - (3) Amounts paid to any third party, including without limitation, to CARRIER’s Customer or an affiliate of CARRIER (together, “Third Parties”), in relation to the shipment, regardless of whether covered by a charge separately stated on CARRIER’s invoice to CARRIER’s Customer, including but not limited to: (A) fees or commissions (including commission recoveries) paid to brokers, freight forwarders, interlining or augmenting carriers, warehouses or other storage providers, terminals, agents of CARRIER, or any other Third Party; (B) freight payment-processing fees incurred by CARRIER; (C) expenses attributable to an accessorial service, escorts, and permits (including but not limited to overweight and overdimensional permits); (D) amounts paid or accrued for cartage, specialized trailers and trailer spotting, tarping, or security measures paid to a Third Party or to CONTRACTOR; and (E) revenue on which any other contractor’s compensation is based for its pro rata participation in the movement of a shipment; and
 - (4) Amounts separately stated on CARRIER’s invoice to CARRIER’s Customer as fuel surcharges (or fuel or other cost adjustments or special fuel charges), insurance surcharges, excess-value or high-value-freight charges, “truck ordered but not used” charges, and surcharges for security measures furnished or paid for by CARRIER.
- d) **Mileage Guide.** When any gross compensation item is determined using mileage, the applicable mileage calculation will be determined based on CARRIER’s most current (at the time of CONTRACTOR’s trip) PC*Miler (Zip code to zip code, Practical Miles) computerized mileage guide. With respect to CARRIER’s computerized mileage guide, CARRIER will furnish to CONTRACTOR without charge during normal business hours print-outs of any mileage calculations reasonably requested by CONTRACTOR.
- e) **Changes in Compensation.** CARRIER will provide CONTRACTOR with a proposed addendum containing any change to CONTRACTOR’s gross compensation. If CONTRACTOR wishes to continue operating on CARRIER’s behalf, CONTRACTOR shall assent to the change(s) by signing the addendum, in which case the change(s) will go into effect immediately (or the date indicated in the addendum, if different). If CONTRACTOR does not sign the addendum within 30 days of receiving it, either party may terminate this Agreement immediately upon the expiration of the allotted period. If either party exercises such right to terminate, CONTRACTOR will not be subject to the change(s) proposed in the addendum. Notwithstanding the foregoing, if CONTRACTOR does not sign the addendum within the allotted period,

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neither party elects to terminate the Agreement for that reason, and CONTRACTOR accepts dispatch under this Agreement after the expiration of the allotted period, the parties agree that CONTRACTOR's acceptance of dispatch shall constitute CONTRACTOR's assent to the change(s) described in the proposed addendum.

f) **Adjustments to Compensation for Errors.**

(1) **Billing Errors.** If CARRIER discovers and corrects an error in the amount of any item billed to CARRIER's Customer on a shipment that CONTRACTOR hauled and for which CONTRACTOR was compensated on a percentage of AGR, CARRIER will credit to, or deduct from, CONTRACTOR's gross compensation at a subsequent settlement a share—corresponding to the applicable percentage of AGR normally payable to CONTRACTOR for that service—of the amount CARRIER actually collects or refunds in remedying the error. Before or at settlement, CARRIER will provide CONTRACTOR with a copy of the amended rated freight bill or a computer-generated document that contains 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 a rated freight bill) and will otherwise meet the requirements of Section 16(b) of this Agreement with respect to the shipment.

(2) **Settlement Errors.** If CARRIER discovers that it has paid CONTRACTOR more or less compensation than CONTRACTOR was entitled to receive under this Agreement with respect to a shipment described on a Settlement Statement, CONTRACTOR authorizes CARRIER to make a correcting adjustment during a subsequent settlement period, including crediting for an underpayment and deducting for an overpayment.

2. **CHARGE BACK ITEMS.** Pursuant to Section 18 of the Agreement, CONTRACTOR authorizes CARRIER to deduct or recover the items below. Where no dollar figure is listed, the deductions will vary in amount and will be computed as indicated. As used in this Agreement, "CARRIER Markup" means any amount that exceeds the actual cost incurred by CARRIER, whether such excess amount is retained by CARRIER to offset administrative costs, as profit, or for any other purpose.

a) Advances in compensation: Amount CARRIER advanced to CONTRACTOR on CONTRACTOR's request, plus any per-transaction vendor fee(s) (e.g., imposed by the issuer of the fuel card or advance check) and a Carrier Markup of [REDACTED] per advance.

b) Fuel card or advance check vendor transaction fees (multiple fees may apply to a single transaction): Amount charged by issuer of fuel card or advance check. Fees charged by the issuer may apply to purchases made by CONTRACTOR for business-related expenses listed in this Section (e.g., fuel). If CARRIER receives any discount, rebates, or credits on CONTRACTOR's use of fuel card or advance checks, CARRIER will retain such discounts and rebates as a CARRIER Markup.

c) Fuel purchases that CONTRACTOR elects to make at CARRIER's fuel facility, or using a fuel card:

(1) For fuel and oil purchases that CONTRACTOR elects to make at CARRIER's fuel facility, CARRIER will deduct the amount CARRIER paid the third-party fuel vendor, plus CARRIER Markups resulting in prices that will be provided to CONTRACTOR at the time CONTRACTOR places order.

(2) For fuel and oil purchases that CONTRACTOR elects to make from third-party fuel vendors using the fuel card:

i. If CONTRACTOR has elected, in Section 5(a) of Appendix F, to participate in the CARRIER's Fuel Discount program: For each fuel purchase transaction, CARRIER will deduct (and show on CONTRACTOR's Settlement Statement) or otherwise recover the sum of the following: (1) the per-transaction fee imposed by the issuer of the fuel card; (2) a CARRIER Markup of [REDACTED]; and (3) an amount computed by multiplying the price-per-unit posted at the fuel vendor's facility (less [REDACTED] of the overall discount CARRIER has negotiated with the fuel vendor or fuel card issuer) by the number of gallons or other units purchased. CARRIER will retain any other discounts or rebates it receives.

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- ii. If CONTRACTOR has elected, in Section 5(a) of Appendix F, NOT to participate in the CARRIER's Fuel Discount program: For each fuel purchase transaction, CARRIER will deduct (and show on CONTRACTOR's Settlement Statement) or otherwise recover the sum of the following: (1) the per-transaction fee imposed by the issuer of the fuel card; (2) a CARRIER Markup of [REDACTED]; and (3) an amount computed by multiplying the price-per-unit posted at the fuel vendor's facility by the number of gallons or other units purchased. CARRIER will retain any discounts or rebates it receives.
- d) Cargo claims as set forth in Section 7.
- e) Trailing Equipment repair, return, reconditioning, indemnity, and related expenses as set forth in Section 8.
- f) Trailing Equipment rental as set forth in Section 1 (a) of Appendix A.
- g) Bodily injury, property damage, or environmental restoration claims as set forth in Section 10.
- h) Insurance costs for coverages obtained through or facilitated by CARRIER as set forth in Appendix B, including the National Association of Independent Truckers fee of [REDACTED] per month.
- i) Fuel taxes, reporting as set forth in Appendix C.
- j) IRP base plates and permits as set forth in Appendix D.
- k) ELD and related telematics services or technology obtained through CARRIER as set forth in Appendix F.
- l) Event Recorder expenses as set forth in Appendix F.
- m) Amounts due CARRIER for C.O.D. charges collected by CONTRACTOR from CARRIER's customers as set forth in Section 5(k).
- n) Termination-related expenses pursuant to Section 4(c): Amount CARRIER paid or otherwise incurred if repairs or other services are performed by a third-party vendor. If repairs or other services are performed by CARRIER, the amount CARRIER incurred for parts and labor plus a mark-up, resulting in prices which will be provided to CONTRACTOR immediately after CARRIER completes the work competitive with other vendors in the relevant market(s).
- o) Maintenance inspections, repairs, parts, and replacement tires for Equipment if CONTRACTOR elects, and CARRIER agrees, to have CARRIER advance funds for the purchase or to charge related amounts to Carrier's account: Amount CARRIER paid outside vendor; if CONTRACTOR elects to obtain products or services from CARRIER'S affiliated maintenance and parts vendor, the amount CARRIER incurred for parts and labor, plus a CARRIER Markup of [REDACTED] of the actual cost or [REDACTED], whichever is less. If CONTRACTOR elects to pay the outside vendor directly, using compensation advanced by CARRIER to CONTRACTOR, *see* Section 2(a) of this Appendix.
- p) Operating expenses not otherwise listed in this Appendix A or elsewhere in the Agreement which are the responsibility of CONTRACTOR under this Agreement and which CONTRACTOR requests that CARRIER pay initially on CONTRACTOR's behalf: Amount CARRIER paid or otherwise incurred, plus a CARRIER Markup of [REDACTED] of the actual expense or [REDACTED], whichever is less.
- q) Escrow Fund: See Appendix E.
- r) Permits pursuant to Section 6(g): For CONTRACTOR-eligible permits including any change fees, the amount CARRIER paid issuing jurisdiction or otherwise incurred for the permit or in relation to the change, as applicable, plus a CARRIER Markup of [REDACTED] per permit; for all other permits, the amount CARRIER paid issuing jurisdiction or otherwise incurred for the permit.
- s) Drug and alcohol Clearinghouse queries to the extent it is CONTRACTOR's responsibility under Section 5(a) of this Agreement and/or testing to the extent it is CONTRACTOR's responsibility under Section 5(d) of this Agreement: Amount CARRIER paid to third-party vendor.

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- t) Fines and penalties, including traffic tickets and related court costs, attorneys' fees, and other legal expenses, pursuant to Sections 6(d) and 6(e) of this Agreement: Amount CARRIER paid or otherwise incurred.
- u) Package delivery services if CONTRACTOR charges them to CARRIER's account with the delivery service vendor (e.g., FedEx): Amount Carrier paid to third-party vendor.
- v) Garnishment orders: Amount CARRIER paid in compliance with any lawfully issued order or lien, a copy of which CARRIER will supply to CONTRACTOR at or before the first deduction relating to it, plus a CARRIER Markup in the amount authorized by Applicable Law. After termination of, but not during, this Agreement, CARRIER will deduct from CONTRACTOR's Escrow Fund (after all deductions authorized by this Appendix A) the portion of any garnishment or lien amount due that exceeds the balance in CONTRACTOR's settlement compensation.
- w) Federal heavy vehicle use tax: Amount CARRIER paid to Internal Revenue Service deducted at [REDACTED] per [REDACTED], plus CARRIER Markup of [REDACTED] per [REDACTED], as well as amounts CARRIER paid or otherwise incurred related to CONTRACTOR's indemnification obligation.
- x) Loan payments if CONTRACTOR elects with CARRIER's consent, to borrow an amount from CARRIER to cover cost of maintenance, repairs, or other expenses: Weekly payments based on principal and interest as reflected in an Addendum for Loan and Promissory Note.
- y) Short-term tractor rental if CONTRACTOR elects to rent, through CARRIER or a third-party commercial truck-rental company, a substitute tractor: See Addendum for Short-Term Tractor Rental.
- z) Weigh scales: Amount CARRIER paid to third-party vendor.
- aa) Uniforms if CONTRACTOR elects to order through CARRIER: Amount CARRIER paid to third-party vendor.
- bb) Truck washes if CONTRACTOR uses CARRIER's account: Amount CARRIER paid to third-party vendor.
- cc) Property taxes on Equipment: Amount CARRIER paid or otherwise incurred.
- dd) Tolls for highways, bridges, tunnels, ferries, and other facilities: Amount CARRIER paid to toll authority plus a CARRIER Markup of [REDACTED] of the actual cost or [REDACTED], whichever is less.
- ee) Voluntary Reserve Account: see Appendix H.
- ff) Service Fee: If CONTRACTOR elects in Section 1(a) of Appendix A to have Base Compensation calculated on a percentage basis, CONTRACTOR authorizes CARRIER to deduct or otherwise recover [REDACTED] per week as a CARRIER MARKUP to reimburse CARRIER for the increased administrative expense in calculating and administering settlement when Base Compensation is calculated on a percentage basis. CONTRACTOR acknowledges and agrees that CONTRACTOR can avoid this charge by electing, in Section 1(a) of Appendix A, to have Base Compensation calculated on a mileage basis.

CARRIER will notify CONTRACTOR in writing of a change to the amount of any item listed or referenced in this Section. CONTRACTOR will not be subject to that change until 30 days after the notice, unless (i) CONTRACTOR signs an addendum consenting to the change, in which case the change described in the addendum will go into effect immediately upon signing; or (ii) the third-party vendor at issue provides a shorter period of notice, in which case the change will go into effect on the date dictated by the third-party vendor. If CONTRACTOR does not consent to the change, CONTRACTOR must immediately notify CARRIER of CONTRACTOR's objection. If CONTRACTOR and CARRIER are unable to resolve the objection to their mutual satisfaction, CONTRACTOR will not be subject to the change; however, if the item or service to which the deduction relates is a requirement under this Agreement, CONTRACTOR must furnish proof, acceptable to CARRIER, that CONTRACTOR has obtained such item or service independently as of the date specified in the notice. **Otherwise, CONTRACTOR's failure to object to the change constitutes CONTRACTOR's consent to the change effective as of the date specified in the notice.**

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3. **CONTRACTOR-ELIGIBLE PERMITS.** Pursuant to Section 6(g) of the Agreement, CONTRACTOR must elect ONE of the following options. **If CONTRACTOR fails to make an election, CONTRACTOR will be deemed to have selected Option 1.**

Option 1: CARRIER will obtain CONTRACTOR-eligible permits.

Option 2: CONTRACTOR will obtain CONTRACTOR-eligible permits.

4. **FEDERAL HEAVY VEHICLE USE TAX.** Pursuant to Section 6(i) of this Agreement, CONTRACTOR must elect ONE of the following options. **If CONTRACTOR fails to make an election, CONTRACTOR will be deemed to have selected Option 1.**

Option 1: CARRIER will perform all HVUT reporting with respect to the Equipment.

Option 2: CONTRACTOR will perform all HVUT reporting with respect to the Equipment.

THIS APPENDIX A is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER: Buchheit Trucking Service, Inc.	CONTRACTOR:
By: _____ Signature	By: _____ Signature
<input type="checkbox"/>	<input type="checkbox"/>
Authorized Representative's Name (Typed/Printed)	Authorized Representative's Name (Typed/Printed)
<input type="checkbox"/>	<input type="checkbox"/>
Dated	Dated

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Appendix B

Insurance

1. **PUBLIC LIABILITY INSURANCE:** Under FMCSA regulations (49 C.F.R. Part 387) issued pursuant to 49 U.S.C. § 13906, CARRIER shall maintain, at CARRIER's expense, "public liability" insurance (as defined in 49 C.F.R. § 387.5) at all times while the Equipment is being operated on behalf of CARRIER. CARRIER's public liability insurance will have a limit of not less than [REDACTED], with a deductible of not greater than [REDACTED]. CARRIER's possession of public liability insurance will in no way affect CONTRACTOR's indemnity obligations to CARRIER as provided for in this Agreement. CARRIER's public liability and property damage insurance does not list CONTRACTOR, either by class or individually, as an additional insured. If CONTRACTOR wishes to insure CONTRACTOR against bodily-injury, property-damage, or environmental-restoration claims asserted directly against CONTRACTOR by a third party, CONTRACTOR must purchase and maintain CONTRACTOR's own policies covering such claims.
2. **CARGO DAMAGE INSURANCE:** CARRIER may maintain, at CARRIER's expense, cargo damage insurance at all times the Equipment is being operated on behalf of CARRIER. CARRIER's cargo insurance (if any) will have coverage not less than [REDACTED], and deductibles of not greater than [REDACTED]. CARRIER's cargo insurance does not list CONTRACTOR, either by class or individually, as an additional insured. If CONTRACTOR wishes to insure CONTRACTOR against cargo claims asserted directly against CONTRACTOR by a third party, CONTRACTOR must purchase and maintain CONTRACTOR's own policies covering such claims.
3. **NON-TRUCKING LIABILITY INSURANCE:** CONTRACTOR shall procure, carry and maintain, at CONTRACTOR's expense, non-trucking liability insurance providing public liability coverage to CONTRACTOR whenever the Equipment (as well as any Trailing Equipment) is not being operated on behalf of or in the business of CARRIER (including, but not limited to, whenever the Equipment is being operated on behalf of others pursuant to a trip lease or whenever the Equipment is being operated on behalf of CONTRACTOR alone) with a minimum 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 with a deductible no greater than [REDACTED]. Such coverage shall be no less comprehensive than the coverage CARRIER will facilitate on CONTRACTOR's behalf if CONTRACTOR so chooses, as provided in this Appendix. In addition, such coverage shall be primary to any other insurance that may be available from CARRIER. CONTRACTOR shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit.
4. **WORK-INJURY COVERAGE:** During the term of this Agreement, CONTRACTOR must maintain, at CONTRACTOR's expense, an insurance policy(ies) providing coverage for work-related injuries sustained by any of CONTRACTOR's workers, including coverage for medical expenses and lost compensation. For each of CONTRACTOR's workers, unless CONTRACTOR is eligible to, and does, maintain a policy of occupational accident insurance under Section 4(b) of this Appendix B, CONTRACTOR must maintain a policy of workers' compensation insurance that complies with Section 4(a) of this Appendix B. Contractor agrees to comply with Applicable Law regarding CONTRACTOR's work-injury coverage, including but not limited to the special conditions imposed by the following states: Arizona, Arkansas, Colorado, Illinois, Louisiana, Mississippi, Montana, New Mexico, Rhode Island, South Dakota, Tennessee, Texas, Utah, and/or West Virginia. CONTRACTOR's obligation to comply with any special conditions is not satisfied by electing to obtain work-injury coverage facilitated by CARRIER. Unless otherwise agreed to by the parties in writing, CONTRACTOR acknowledges and agrees that: (i) CARRIER has not offered to cover CONTRACTOR, including CONTRACTOR's workers, under any workers' compensation policy maintained by CARRIER, and (ii) neither CONTRACTOR nor any of CONTRACTOR's workers have elected to be covered by a workers' compensation policy maintained or facilitated by CARRIER (though CONTRACTOR may elect to obtain its own workers' compensation policy).

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- a) **Workers' Compensation Insurance.** CONTRACTOR's workers' compensation insurance policy must: (i) provide principal coverage in Missouri, the state in which CONTRACTOR is domiciled, and any other state(s) in which CONTRACTOR will have substantial operations under this Agreement; (ii) if CONTRACTOR is a corporation, not exclude officers from coverage; (iii) provide "other states coverage" that excludes only the "Monopolistic States" (currently, North Dakota, Ohio, Washington, and Wyoming); (iv) provide, if available, an extended protection endorsement or provision to cover or reimburse CONTRACTOR (if not domiciled in a Monopolistic State) and CARRIER for any benefits and expenses incurred as a result of a claim made by any of CONTRACTOR's workers in any Monopolistic State; and (v) contain an alternate-employer endorsement in favor of CARRIER. If CONTRACTOR is domiciled in any of the Monopolistic States, CONTRACTOR must have state-fund coverage. Before operating the Equipment under this Agreement, CONTRACTOR must provide CARRIER with a copy of a declarations page or, for state-fund coverage, a document showing CONTRACTOR's active enrollment, including, where applicable, certificates of current premium payment.
- b) **Occupational Accident Insurance.** CONTRACTOR may elect to maintain a policy of occupational accident insurance instead of workers' compensation insurance with respect to a given worker if: (i) Applicable Law allows; (ii) CONTRACTOR's home terminal¹ is not located in California, Illinois, Nevada, New Hampshire, New Jersey, or North Carolina; and (iii) CONTRACTOR's worker is not domiciled or principally localized in those states. Notwithstanding anything to the contrary herein, CARRIER reserves the right not to facilitate occupational accident insurance via deductions from CONTRACTOR's gross compensation for any of CONTRACTOR's workers domiciled or principally localized in California, Connecticut, Illinois, Kansas, Massachusetts, New Hampshire, New Jersey, North Carolina, Oregon, and Vermont. Before operating the Equipment under this Agreement, CONTRACTOR must provide CARRIER with proof of all occupational accident insurance not facilitated by CARRIER. The occupational accident insurance must have a minimum combined single limit of not less than [REDACTED] and a deductible of no greater than [REDACTED] and be no less comprehensive than the coverage CARRIER offered to facilitate on CONTRACTOR's behalf. Any occupational accident insurance maintained by CONTRACTOR must provide indemnification of workers' compensation benefits and expenses payable by or on behalf of CARRIER and that becomes effective for a claim alleging employee status.

5. NON-OWNED PHYSICAL DAMAGE (COMP/COLLISION) INSURANCE ON TRAILING EQUIPMENT: In the event CONTRACTOR uses any Trailing Equipment (excluding only dry van trailers owned by CARRIER) to provide services under this Agreement, CONTRACTOR shall procure, carry, and maintain, at CONTRACTOR's expense, physical damage insurance that will provide coverage for such Trailing Equipment with a policy limit of either [REDACTED] or, if lower, the market value of the Trailing Equipment as specified by CARRIER, per occurrence. Such coverage shall be primary, as between CARRIER and CONTRACTOR, to any other insurance that may be available from CARRIER. CONTRACTOR shall be responsible for all deductible amounts (which shall not exceed [REDACTED] per occurrence) and for any loss or damage in excess of policy limits. CARRIER shall be named as a loss payee on the policy as evidenced by an endorsement on the certificates of insurance.

6. OTHER INSURANCE: CONTRACTOR is responsible for procuring, carrying and maintaining, at CONTRACTOR's expense, any fire, theft, uninsured and/or underinsured motorist, and physical damage (comp/collision), or other insurance coverage that CONTRACTOR may desire for the Equipment or for CONTRACTOR's health care or other needs. As provided in this Agreement, CONTRACTOR holds CARRIER harmless with respect to loss of or damage to CONTRACTOR's Equipment, trailer, or other property due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of any of CONTRACTOR's workers, and CARRIER has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to CONTRACTOR's Equipment, trailer, or other property. CONTRACTOR acknowledges that CARRIER may, and CONTRACTOR, on behalf of itself

¹ If CONTRACTOR has no home terminal, the state in which the majority of CONTRACTOR's miles are operated. If CONTRACTOR's miles are operated in multiple states with none having a majority, the state in which CONTRACTOR resides.

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and its workers, authorizes CARRIER to, waive and reject no-fault, uninsured, and underinsured motorist coverage from CARRIER's insurance policies to the extent allowed under Missouri law (or other such state law where the Equipment is principally garaged), and CONTRACTOR shall cooperate in the completion of all necessary documentation for such waiver, election, or rejection.

- 7. CONTRACTOR'S INSURANCE COVERAGES:** CONTRACTOR's insurance policies must be issued by insurance carriers that are A.M. Best "A"-rated or of equivalent financial strength in the commercially-reasonable judgment of CARRIER. Prior to the Effective Date of this Agreement, and when requested by CARRIER during the term of this Agreement CONTRACTOR shall furnish to CARRIER documentation, such as written certificates of insurance obtained from CONTRACTOR's insurance carrier, showing that all insurance coverages required by this Agreement have been procured, that the coverages are being properly maintained, and that the premiums therefore are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, and the expiration date; list CARRIER as an additional named insured with primary coverage; and show that written notice of cancellation or modification of the policy shall be given to CARRIER at least thirty (30) days prior to such cancellation or modification.
- 8. LIABILITY IF COVERAGES ARE NOT MAINTAINED:** Subject to the indemnity limits in Sections 7, 10, and 11 of this Agreement, CONTRACTOR agrees to defend, indemnify and hold harmless CARRIER from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney fees and legal costs, actions, claim for injury to persons, including but not limited to, CONTRACTOR's employees, agents and persons driving the Equipment, and other third parties, including death, and damage to property which CARRIER may incur arising out of or in connection with CONTRACTOR's failure to maintain insurance coverages as required by this Agreement. In addition, CONTRACTOR, on behalf of its insurer, expressly waives all subrogation rights against CARRIER, waives any and all claims, causes of action and or rights to be reimbursed or compensated in any way by CARRIER for any loss(es) as described in the foregoing sentence even if such loss(es) are caused in part by the act(s) or failure(s) to act of the CARRIER, and, in the event of a subrogation action brought by CONTRACTOR's insurer, CONTRACTOR agrees to defend, indemnify and hold harmless CARRIER from such claim.
- 9. INSURANCE FACILITATED BY CARRIER:** CONTRACTOR may authorize CARRIER to facilitate, on CONTRACTOR's behalf, the insurance coverages listed in Section 11 of this Appendix B. For each coverage elected by CONTRACTOR, CARRIER shall deduct or otherwise recover the amounts stated in Section 11 of this Appendix B. In addition, if CONTRACTOR fails to provide proper evidence of the purchase or maintenance of the insurance CONTRACTOR is required to maintain pursuant to this Appendix B, CARRIER is authorized but not required to obtain such insurance at CONTRACTOR's expense and deduct or otherwise recover the amounts stated in Section 11 of this Appendix B. CONTRACTOR recognizes that CARRIER is not in the business of selling insurance, and any insurance coverage requested by CONTRACTOR from CARRIER is subject to all the terms, conditions and exclusions of the actual policy. CARRIER shall ensure that CONTRACTOR is provided with a certificate of insurance meeting the requirements of 49 C.F.R. § 376.12(j)(2) for each facilitated insurance policy, and CARRIER shall provide CONTRACTOR a copy of each policy upon request by CONTRACTOR.
- 10. CHANGES IN COST OR OTHER DETAILS OF COVERAGE:** If CARRIER has elected an insurance coverage facilitated by CARRIER and the cost or other details (as specified in the Certificate of Insurance in this Appendix B) change, CARRIER will notify CONTRACTOR in writing. CONTRACTOR shall not be subject to any such change until thirty (30) calendar days after such notice, unless (i) CONTRACTOR signs an addendum consenting to the change, in which case the change described in the addendum will go into effect immediately upon signing; or (ii) the third-party vendor at issue provides a shorter period of notice, in which case the change will go into effect on the date dictated by the third-party vendor or such later time as is set forth in the notice. If CONTRACTOR does not consent to the change, CONTRACTOR must immediately notify CARRIER of CONTRACTOR's objection. If CONTRACTOR and CARRIER are unable to resolve the objection to their mutual

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satisfaction, CONTRACTOR will not be subject to the change; however, if the insurance coverage to which the deduction relates is a requirement under this Agreement, CONTRACTOR must furnish proof, acceptable to CARRIER, that CONTRACTOR has obtained such insurance coverage independently as of the date specified in the notice. **Otherwise, CONTRACTOR’s failure to object to the change shall constitute CONTRACTOR’s consent to the change effective as of the date specified in the notice.**

11. CERTIFICATE OF INSURANCE: CONTRACTOR requests that CARRIER facilitate on CONTRACTOR’s behalf the insurance coverages CONTRACTOR has selected by marking “YES” in the right-hand column below (titled “Election”). **CONTRACTOR acknowledges that, for any of the coverages CONTRACTOR elects below, this election alone does not constitute CONTRACTOR’s enrollment in or coverage under any insurance policy. CONTRACTOR must separately enroll in each elected coverage by completing all necessary documentation provided by CARRIER, the insurance broker, or the insurer.**

COVERAGE	ELECTION
<p><u>Occupational Accident Insurance (AVAILABLE ONLY IN ACCORDANCE WITH SECTION 4 OF THIS APPENDIX B)</u></p> <p>CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS OCCUPATIONAL ACCIDENT INSURANCE IS NOT WORKERS’ COMPENSATION INSURANCE</p> <hr/> <p><i>Name of Insurer:</i> Transguard Insurance Company Of America, Inc.</p> <hr/> <p><i>Policy No:</i> </p> <p><i>Effective Date(s) of Coverage:</i> From the Effective Date of this Agreement through the earlier of the: (i) next succeeding November 1; or (ii) Termination Date of this Agreement.</p> <hr/> <p><i>Amount of Coverage:</i> \$1,000,000 combined single limit per Occupational Accident. CONTRACTOR should examine full materials from in-surer to view all limits, including those for Non-Occupational Accident Benefits. For more details regarding coverage, see insurance policy.</p> <hr/> <p><i>Cost to CONTRACTOR:</i> per authorized driver, <i>per week</i></p> <p><i>Deductible:</i> \$0 per occurrence</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><small>*CONTRACTOR is required to maintain Work Injury coverage insurance (see Section 4 of this <u>Appendix B</u>), but CONTRACTOR is not required to elect “YES” here or otherwise obtain such coverage through CARRIER.</small></p>

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COVERAGE	ELECTION
<p><u>Non-Trucking Liability Insurance</u></p> <p><i>Name of Insurer:</i> Transguard Insurance Company Of America, Inc.</p> <hr/> <p><i>Policy No:</i> </p> <p><i>Effective Date(s) of Coverage:</i> From the Effective Date of this Agreement through the earlier of the: (i) next succeeding November 1; or (ii) Termination Date of this Agreement</p> <hr/> <p><i>Amount of Coverage:</i> \$1,000,000 combined single limit per occurrence. For more details regarding coverage, see insurance policy.</p> <hr/> <p><i>Cost to CONTRACTOR:</i> per power unit, identified on equipment receipt, <i>per week</i>.</p> <p><i>Deductible:</i> per occurrence</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><small>*CONTRACTOR is required to maintain non-trucking liability insurance (see Section 3 of this Appendix B), but CONTRACTOR is not required to elect “YES” here or otherwise obtain such coverage through CARRIER.</small></p>
<p><u>Physical Damage (Comp/Collision) Insurance on CONTRACTOR’s Equipment</u></p> <p><i>Name of Insurer:</i> Transguard Insurance Company Of America, Inc.</p> <hr/> <p><i>Policy No:</i> </p> <p><i>Effective Date(s) of Coverage:</i> From the Effective Date of this Agreement through the earlier of the: (i) next succeeding November 1; or (ii) Termination Date of this Agreement</p> <hr/> <p><i>Amount of Coverage (Tractor):</i> Insured value, as specified by CONTRACTOR: Unit # _____ = \$, Unit # _____ = \$ _____, Unit # _____ = \$ _____ Unit # _____ = \$ _____, Unit # _____ = \$ _____, Unit # _____ = \$ _____ Unit # _____ = \$ _____, Unit # _____ = \$ _____, Unit # _____ = \$ _____</p> <p><i>Amount of Coverage (Trailer):</i> Insured value, as specified by CONTRACTOR: Unit # _____ = \$ _____, Unit # _____ = \$ _____, Unit # _____ = \$ _____ Unit # _____ = \$ _____, Unit # _____ = \$ _____, Unit # _____ = \$ _____ Unit # _____ = \$ _____, Unit # _____ = \$ _____, Unit # _____ = \$ _____</p> <p><small>In the event of a “loss” as defined in the policy, the policy will, unless its terms provide otherwise, pay the lesser of: (i) actual cash value (defined as the cost to replace with new equipment of like kind and quality less depreciation for age, mileage, and physical condition) of the at time of loss; or (ii) the cost to repair the Equipment. For more details regarding coverage, see insurance policy.</small></p> <hr/> <p><i>Cost to CONTRACTOR:</i> per <u>\$1,000.00</u> of coverage per unit <i>per week</i></p> <p><i>Deductible:</i> \$1,000 per occurrence</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>

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COVERAGE	ELECTION
<u>Non-Owned Physical Damage Insurance on Trailing Equipment</u>	
<i>Name of Insurer:</i> [REDACTED]	<input type="checkbox"/> YES
<i>Policy No:</i> [REDACTED]	<input type="checkbox"/> NO
<i>Effective Date(s) of Coverage:</i> From the Effective Date of this Agreement through the earlier of the: (i) next succeeding November 1; or (ii) Termination Date of this Agreement	<p><small>*If CONTRACTOR uses any Trailing Equipment (excluding only dry van trailers owned by CARRIER), CONTRACTOR is required to maintain non-owned physical damage insurance providing coverage for such Trailing Equipment (see Section 5 of this Appendix B), but CONTRACTOR is not required to elect "YES" here or otherwise obtain such coverage through CARRIER.</small></p>
<i>Amount of Coverage:</i> <u>\$75,000.00</u> or, if lower, market value specified by CARRIER.	
<i>Cost to CONTRACTOR:</i> [REDACTED] per non-owned trailer, per week.	
<i>Deductible:</i> [REDACTED] per occurrence	
<u>Passenger Insurance</u>	
<i>Name of Insurer:</i> [REDACTED]	<input type="checkbox"/> YES
<i>Policy No:</i> [REDACTED]	<input type="checkbox"/> NO
<i>Effective Date(s) of Coverage:</i> From the Effective Date of this Agreement through the earlier of the: (i) next succeeding September 1; or (ii) Termination Date of this Agreement	
<i>Amount of Coverage:</i> [REDACTED]	
<i>Cost to CONTRACTOR:</i> [REDACTED] per week (includes Carrier Markup)	
<i>Deductible:</i> [REDACTED] per occurrence	

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Appendix C

Fuel Tax Deductions, Credits

1. If CONTRACTOR chooses to have CARRIER perform fuel and mileage tax reporting on CONTRACTOR's behalf, by indicating so in Section 2 of this Appendix C, CARRIER shall reconcile all fuel tax accounts for the Equipment and the fuel consumed by it. CARRIER will compute CONTRACTOR's fuel use and mileage taxes on an individual basis. CARRIER shall settle with CONTRACTOR monthly and submit, in CARRIER's name, all applicable reports and payments of fuel taxes on a quarterly basis. If any of CONTRACTOR's workers do not use the fuel card pursuant to Section 6(h) of this Agreement, CONTRACTOR agrees to promptly providing CARRIER with properly completed driver records of duty status, original fuel receipts (each to be submitted with the corresponding log indicating the fuel purchase for which the receipt was obtained), original toll receipts, and an accounting of all fuel purchases and miles traveled by jurisdiction by the Equipment. CARRIER will, with respect to CONTRACTOR's operations in all taxing jurisdictions combined, either (1) deduct or otherwise recover any net fuel use tax owed; or (2) credit CONTRACTOR for any net fuel use tax credit or refund due CONTRACTOR. CARRIER will attach to CONTRACTOR's Settlement Statement all documents indicating what adjustments, if any, have been made in reconciling the tax liability incurred by CONTRACTOR. If this Agreement is terminated, all taxes due must be paid prior to final settlement to CONTRACTOR. If CONTRACTOR fails to provide CARRIER complete and accurate fuel-tax-related records in time for CARRIER's computation of CARRIER's fuel tax reports and payments for the preceding month, CARRIER will compute CONTRACTOR's fuel use taxes based on total miles dispatched by CARRIER at a rate of miles per gallon.
2. CONTRACTOR must elect ONE of the following options. **If CONTRACTOR fails to make an election, CONTRACTOR will be deemed to have selected Option 1.**

 Option 1: CARRIER will obtain the IFTA permit and perform all fuel and mileage tax reporting services with respect to the Equipment.

 Option 2: CONTRACTOR will obtain the IFTA permits and perform all fuel and mileage tax reporting with respect to the Equipment.

THIS APPENDIX C is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER: Buchheit Trucking Service, Inc.	CONTRACTOR:
By: _____ Signature	By: _____ Signature
 	
Authorized Representative's Name (Typed/Printed)	Authorized Representative's Name (Typed/Printed)
 	
Dated	Dated

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Appendix D

International Registration Plan (“IRP”) Base Plate

1. Pursuant to Section 6(b) of the Agreement, CONTRACTOR shall maintain and display on the Equipment the base plates necessary to operate the Equipment lawfully on CARRIER’s behalf. Upon request by CONTRACTOR, CARRIER shall obtain a base plate under the International Registration Plan (“IRP”) in CARRIER’s name for use by CONTRACTOR and will deduct or otherwise recover [redacted] per base plate (inclusive of a Carrier Markup), at a rate of [redacted] per plate per week.
2. Should CONTRACTOR opt for CARRIER to obtain IRP base plate on behalf of CONTRACTOR, CONTRACTOR agrees to timely provide CARRIER with any documentation necessary to confirm that all applicable HVUT reporting and payments have been properly completed. If CONTRACTOR is not required to pay personal property tax on the Equipment as of January 1, of the previous year, CONTRACTOR must provide a waiver from CONTRACTOR’s County Assessor’s Office.
3. CONTRACTOR must elect ONE of the following options. **If CONTRACTOR fails to make an election, CONTRACTOR will be deemed to have selected Option 1 for all units of Equipment.**

[redacted] Option 1: CONTRACTOR authorizes CARRIER to obtain apportioned plate(s) under the International Registration Plan and deduct or otherwise recover the amount stated in Section 1 of this Appendix D for the following units:

[redacted]

[redacted] CONTRACTOR certifies as not required to pay Personal Property Tax in [redacted] (state).

[redacted] Option 2: CONTRACTOR will obtain plate(s) for each power unit of Equipment identified in Section 1 of the Agreement and provide a copy of the registration and cab card to CARRIER.

THIS APPENDIX D is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER: Buchheit Trucking Service, Inc. By: _____ Signature [redacted]	CONTRACTOR: By: _____ Signature [redacted]
Authorized Representative’s Name (Typed/Printed) [redacted]	Authorized Representative’s Name (Typed/Printed) [redacted]
Dated	Dated

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Appendix E

Escrow

CARRIER shall establish and administer an escrow fund (“Escrow Fund”), which CONTRACTOR and CARRIER agree shall be governed by the following terms and conditions:

1. **PRINCIPAL.** CONTRACTOR shall maintain in the Escrow Fund [redacted] per power unit of Equipment scheduled in Appendix A (the “Principal Amount”), be funded by deductions from CONTRACTOR’s gross compensation at the rate of [redacted] per power unit, *per week*, beginning the first week of services provided by CONTRACTOR under the Agreement and continuing until the Principal Amount is reached. If, at any time, the amount in the Escrow Fund falls below the Principal Amount, CONTRACTOR authorizes CARRIER to deduct from CONTRACTOR’s gross compensation at the rate of [redacted] per power unit, *per week*, until the full Principal Amount is replenished.
2. **ITEMS TO WHICH ESCROW FUND MAY BE APPLIED.** The Escrow Fund shall be held by CARRIER for the purpose of ensuring compliance with the provisions of the Agreement. The items to which the Escrow Fund shall apply are all charge-back and deduction items set forth in Section 2 of Appendix A (hereafter “Escrow Items”).
3. **ACCOUNTINGS.** While the Escrow Fund is under CARRIER’s control, CARRIER shall either: (i) clearly indicate in Settlement Statements the amount and description of any deduction or addition made to the Escrow Fund; or (ii) provide a separate accounting to CONTRACTOR of any transactions involving the Escrow Fund on a monthly basis. In addition, upon CONTRACTOR’s request, CARRIER shall provide CONTRACTOR with an accounting of any transactions involving CONTRACTOR’s Escrow Fund.
4. **INTEREST.** CARRIER shall pay simple interest on the balance in the Escrow Fund on at least a quarterly basis (“Interest Period”). The interest rate shall be established on the date the Interest Period begins and shall be equal to the average yield of 91-day, 13-week U.S. Treasury bills, as established in the weekly auction by the Department of Treasury. For purposes of calculating the balance of the Escrow Fund on which interest is paid, CARRIER may deduct a sum equal to the average advance (including all chargebacks and other deductions) made to CONTRACTOR during the Interest Period.
5. **RETURN OF ESCROW BALANCE.** In no event will the balance in the Escrow Fund, less any final deductions, be returned to CONTRACTOR later than forty-five (45) days from the date of termination of this Agreement. At the time of the return of any remaining balance in the Escrow Fund, CARRIER may deduct monies for all Escrow Items. CARRIER will not make deductions from the Escrow Fund for items for which, by the end of 45 days after termination of this Agreement, neither CONTRACTOR nor CARRIER has yet made expenditure or incurred a quantified, legally binding obligation to pay. CARRIER will provide a final accounting to CONTRACTOR of all final deductions made from the Escrow Fund within 45 days from the date of termination of this Agreement.

THIS APPENDIX E is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER: Buchheit Trucking Service, Inc.	CONTRACTOR:
By: _____ Signature [redacted]	By: _____ Signature [redacted]
Authorized Representative’s Name (Typed/Printed) [redacted]	Authorized Representative’s Name (Typed/Printed) [redacted]
Dated	Dated

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Appendix F

Communications

- 1. ELECTRONIC LOGGING DEVICE.** To serve CARRIER's Customers' shipment-tracking demands and fulfill government requirements, including compliance with the hours-of-service regulations, CONTRACTOR must maintain and operate in each power unit of Equipment as identified in Appendix G, and CONTRACTOR's driver will use, an Electronic Logging Device ("ELD"). CONTRACTOR may either provide an ELD that is fully interoperable with CARRIER's platform or elect to obtain one through CARRIER by making such an election in Section 5 of this Appendix F. If CONTRACTOR elects to obtain an ELD through CARRIER: CARRIER will, at CARRIER's expense, furnish an ELD in each unit of Equipment.
- 2. EVENT RECORDER.** To help record evidence relating to highway accidents or cargo damage for purposes of assessing contractual liabilities, CONTRACTOR agrees to maintain in each power unit of Equipment a front-facing event recorder with the capability of recording video of the road in front of the Equipment ("Event Recorder"). CONTRACTOR may either provide an Event Recorder or elect to obtain one through CARRIER by making such an election in Section 7 of this Appendix F. If CONTRACTOR elects to obtain an Event Recorder through CARRIER, CARRIER will, at CARRIER's expense, furnish an Event Recorder in each unit of Equipment.
- 3. CARRIER-FURNISHED DEVICE.** If CONTRACTOR elects to obtain an ELD, Event Recorder, or any other communications or electronic device through CARRIER (each, generally referred to in this subsection as a "Device"), CONTRACTOR agrees to make the Equipment available at a location specified by CARRIER for installation of each Device upon CARRIER's request. CONTRACTOR will immediately return the Device(s) to CARRIER upon CARRIER's request or the termination of this Agreement. Only a qualified technician selected by CARRIER shall uninstall Devices. If any Device, including any related accessories (e.g., mounting equipment), is lost or damaged at any time, or not timely returned, CONTRACTOR authorizes CARRIER to deduct or otherwise recover the entire expense incurred by CARRIER in repairing or replacing such hardware, together with all collection costs. **CONTRACTOR's liability to CARRIER under this subsection will not be subject to the limits in Sections 7, 10, 11(a)(ii) of this Agreement.** CARRIER will not be responsible for any loss or damage to the Equipment arising or resulting from the installation, use, or uninstallation of any Device. If CONTRACTOR replaces the unit(s) of Equipment, CONTRACTOR will bear the expense of uninstallation and re-installation of the Device(s) in any replacement Equipment, and CONTRACTOR authorizes CARRIER to deduct or otherwise recover all such expenses.
- 4. SAFE USE OF COMMUNICATIONS DEVICES.** Applicable Law prohibits texting and the handheld use of mobile phones by drivers operating commercial motor vehicles except when, in an emergency, such use is necessary to communicate with law enforcement officials or other emergency services. Violations of this prohibition may impact driving safety and result in civil penalties against CARRIER. As a result, CONTRACTOR will ensure that CONTRACTOR's drivers comply with Applicable Law and Customer Specifications regarding use of mobile phones and ELDs while operating the Equipment. Failure to comply with such prohibitions or limitations may result in disqualification of the driver involved and/or termination of this Agreement.
- 5. ELD, EVENT RECORDER PRIVACY DISCLOSURES AND ACKNOWLEDGMENT FORM.** CARRIER's Privacy Disclosures and Acknowledgment Form, attached to this Agreement, describes the categories of data collected by the ELD and Event Recorder, the uses to be made of such data by CARRIER, and the right of CONTRACTOR's driver(s) to review certain of the data upon request. By executing this Agreement, CONTRACTOR acknowledges receipt of CARRIER's Privacy Disclosures and Acknowledgment Form and agrees to review, sign, and return a signed copy of this form, as well as provide a copy of this form

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to all CONTRACTOR’s drivers that use ELDs and Event Recorders while operating under CARRIER’s authority.

6. **ELD ELECTION.** CONTRACTOR must elect **ONE** of the following options. **If CONTRACTOR fails to make an election, CONTRACTOR will be deemed to have selected Option 1.**

OPTION 1: CARRIER will furnish the ELD(s) to CONTRACTOR for use in the Equipment.

OPTION 2: CONTRACTOR will furnish the ELD(s) for use in the Equipment.

7. **OPTIONAL TELEMATICS SERVICES.** If CONTRACTOR elects to have CARRIER furnish the ELD(s), CONTRACTOR may elect any of the optional telematic services identified below by initialing “Accept” in the corresponding box, and by doing so CONTACTOR authorizes CARRIER to deduct from CONTRACTOR’s gross compensation (or otherwise recover) pursuant to Section 18 of the Agreement, the following charges (each of which is inclusive of a Carrier Markup):

a) Service	Weekly Charge	Accept (X)	Initial
1. Discount Fuel Program	_____ per Telematics Device	<input type="checkbox"/>	_____
2. Navigation	_____ per Telematics Device	<input type="checkbox"/>	_____

8. **VIDEO EVENT RECORDER ELECTION.** CONTRACTOR must elect **ONE** of the following options. **If CONTRACTOR fails to make an election, CONTRACTOR will be deemed to have selected Option 1.**

OPTION 1: CARRIER will furnish the Event Recorder(s) to CONTRACTOR for use in the Equipment.

OPTION 2: CONTRACTOR will furnish the Event Recorder(s) for use in the Equipment.

THIS APPENDIX F is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER: Buchheit Trucking Service, Inc.	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Authorized Representative’s Name (Typed/Printed) _____	Authorized Representative’s Name (Typed/Printed) _____
Dated	Dated

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Appendix G

Equipment List

Pursuant to Section 1 of the Agreement, CONTRACTOR agrees to provide CARRIER the use of the following Equipment:

<u>Tractor</u>	<u>Trailer</u>	<u>Year (YYYY)</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u>	<u>BL Unit #</u>
<input type="checkbox"/>		█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█
<input type="checkbox"/>	<input type="checkbox"/>	█	█	█	█	█

THIS APPENDIX is agreed to by the undersigned parties as of the latest date set forth below.

<p>CARRIER: Buchheit Trucking Service, Inc.</p> <hr/> <p>By: _____ Signature</p> <p style="text-align: center;">█</p> <hr/> <p>Authorized Representative's Name (Typed/Printed)</p> <p style="text-align: center;">█</p> <hr/> <p>Dated</p>	<p>CONTRACTOR:</p> <hr/> <p>By: _____ Signature</p> <p style="text-align: center;">█</p> <hr/> <p>Authorized Representative's Name (Typed/Printed)</p> <p style="text-align: center;">█</p> <hr/> <p>Dated</p>
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Appendix H

Voluntary Reserve Account

CONTRACTOR may elect, by so indicating in this Appendix H, to establish a Voluntary Reserve Account (the "Reserve Account") with CARRIER during the term of this Agreement. If CONTRACTOR elects to establish a Reserve Account, CONTRACTOR and CARRIER agree such account shall be governed by the terms and conditions of this Appendix H.

1. **GENERAL.** CONTRACTOR agrees and understands the Reserve Account is provided by CARRIER only as a service and convenience to CONTRACTOR. As such, the Reserve Account shall not be construed as an escrow account otherwise regulated by the Federal Motor Carrier Leasing Regulations, and CARRIER shall have no right to convert the Reserve Account funds for any purpose. Participation in this program by CONTRACTOR is voluntary and all funds withheld and accrued in the Reserve Account shall be non-interest bearing.
2. **FUNDING.** If CONTRACTOR elects to establish a Reserve Account pursuant to Section 4 of this Appendix H, CONTRACTOR hereby requests that CARRIER deduct from CONTRACTOR's gross compensation at the rate identified in Section 4 of this Appendix H.
3. **USE.** CONTRACTOR may withdraw funds from the Reserve Account at any time; however, the amount of any withdrawal must be less than the total amount accrued in the Reserve Account at the time of withdrawal. CONTRACTOR understands and agrees that excessive withdrawals may result in CARRIER electing not to offer this service to CONTRACTOR at CARRIER's sole discretion. At CONTRACTOR's written request, CARRIER will provide CONTRACTOR with a written statement showing the balance of the Reserve Account.
4. **ELECTION.** CONTRACTOR must elect **ONE** of the following options. **If CONTRACTOR fails to make an election, CONTRACTOR will be deemed to have selected Option 1.**

OPTION 1 CONTRACTOR elects **NOT** to establish a Reserve Account.

OPTION 2 CONTRACTOR elects to establish a Reserve Account, to be funded via deductions from gross compensation in the amount of per week.

THIS APPENDIX H is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER: Buchheit Trucking Service, Inc.	CONTRACTOR:
By: _____ Signature	By: _____ Signature
 Authorized Representative's Name (Typed/Printed)	 Authorized Representative's Name (Typed/Printed)
 Dated	 Dated

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Appendix I

Progressive Breach Procedure

CONTRACTOR agrees to abide by and satisfy a number of terms and conditions of differing levels of importance - some independently material to the everyday function of the Agreement with others less so. This Appendix establishes a program for CARRIER to assess CONTRACTOR's breaches of the Agreement and establishes a progressive evaluation formula for determining when the Agreement will or may be terminated for cause.

1. **MATERIAL BREACHES.** Upon the commission of a material breach, CARRIER reserves the right to terminate the Agreement for cause at its sole discretion, pursuant to Section 4 of the Agreement. Where the CONTRACTOR commits a material breach of the Agreement CARRIER will investigate the circumstances surrounding the breach and make a determination whether the Agreement is to be terminated or continued. While the investigation is underway, CARRIER will not assign CONTRACTOR any shipments and will only resume such assignments when the investigation is complete, and a decision made to continue with the Agreement. An example of a material breach of the Agreement could involve CONTRACTOR's obligation to obey all legal requirements related to the safe operation of the Equipment or compliance with FMCSA hours of service requirements – both are directly related to issues of safety and CARRIER requires CONTRACTOR to adhere to safe-operation laws, rules, and regulations. Failure to do so is considered not only a violation of law but will also be deemed a material breach of the Agreement.

2. **MINOR BREACHES.** The Agreement also imposes upon CONTRACTOR lesser obligations (e.g., customer service failures, ensuring a bill of lading is signed by the consignee or timely submission of the bill of lading to CARRIER, etc.) in addition to the more significant obligations that can give rise to a material breach. While failing to meet a lesser obligation on a single occasion will likely not constitute a material breach, repeated failures to meet lesser obligations will, in the aggregate, amount to a serious departure from the proper services CONTRACTOR has agreed to provide to CARRIER pursuant to the terms of the Agreement. As such, CARRIER will issue a notice to CONTRACTOR when CONTRACTOR has committed a minor breach of the Agreement. Should CONTRACTOR (i) commit 3 minor breaches, or (ii) receive 2 minor breach notices in any period of 6 consecutive months, CARRIER will commence an investigation into the minor breaches at issue. While an investigation is underway, CARRIER will not assign CONTRACTOR any shipments and will only resume such assignments when the investigation is complete, and a decision made to continue with the Agreement. Where, following the conclusion of an investigation, CARRIER decides to continue with the Agreement (rather than terminate the Agreement), CONTRACTOR shall be considered on notice that any subsequent minor breach will give rise to a final notice and a notice from CARRIER asserting CONTRACTOR's material breach of the Agreement. The final notice will advise CONTRACTOR that CONTRACTOR has materially breached the Agreement. At that time, CARRIER may exercise, in its sole discretion, its right to terminate the Agreement for cause.

This Appendix provides notice of CARRIER's understanding of its rights under the Agreement. As an independent business, CONTRACTOR is within CONTRACTOR's rights to seek advice as to CONTRACTOR's rights under the Agreement. Under no circumstance will CARRIER's failure to send CONTRACTOR a written notice of a breach excuse the breach or limits CARRIER's right to assert CONTRACTOR's material breach of the Agreement.

THIS APPENDIX is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER: Buchheit Trucking Service, Inc.	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Authorized Representative's Name (Typed/Printed)	Authorized Representative's Name (Typed/Printed)
Dated	Dated

Independent Contractor Agreement

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Independent Contractor Agreement

STATEMENT OF LEASE

CONTRACTOR, [REDACTED], and the undersigned carrier (“CARRIER”) have entered into an Independent Contractor Agreement (“Agreement”) effective on [REDACTED]. The Equipment identified below is being operated by CARRIER. CONTRACTOR is the Equipment’s “owner” under 49 C.F.R. § 376.2(d). The Agreement will remain in effect until [REDACTED], unless sooner terminated by either party. The Agreement includes no restrictions relative to the commodities to be transported. The original of the Agreement is kept by CARRIER at the address shown below.

Tractor	Trailer	Year	Make	Model	VIN	Unit #
<input type="checkbox"/>		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

A COPY OF THIS STATEMENT OF LEASE IS TO BE CARRIED ON THE EQUIPMENT DURING ALL PERIODS THAT, PURSUANT TO THE AGREEMENT, THE EQUIPMENT IS BEING OPERATED BY OR ON BEHALF OF CARRIER.

CARRIER: Buchheit Trucking Service, Inc. Operating under U.S. DOT No.: 71052 600 Daugherty Street Scott City, Mo 63780 Fax: 573-264-3256 Phone: 573-264-1700 Email: DOTCompliance@Buchheits.com	CONTRACTOR: Street: [REDACTED] City, State, Zip: [REDACTED] Fax: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] Fed. Taxpayer ID No. [REDACTED] <input type="checkbox"/> Owner and Operator <input type="checkbox"/> Owner only
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By: _____ Signature [REDACTED] Authorized Representative’s Name (Typed/Printed) [REDACTED] Dated	By: _____ Signature [REDACTED] Authorized Representative’s Name (Typed/Printed) [REDACTED] Dated
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Privacy Disclosures and Acknowledgement Form

1. ELD, Event Recorder Requirements and Their Purposes

The undersigned contractor (“CONTRACTOR”) maintains in each unit of equipment (“Equipment”) leased to Buchheit Trucking Service, Inc. (“CARRIER”), and has agreed to ensure each of CONTRACTOR’s drivers uses, a compliant and functioning electronic logging device (“ELD”) and on-board event-recording device (“Event Recorder”). The principal purpose of this is to assist CONTRACTOR’s drivers and CARRIER in complying with any applicable hours-of-service regulations and other applicable federal, state, local, Native American tribal, or foreign law, regulation, or ordinance (“Applicable Law”), avoiding adverse safety scores and Federal Motor Carrier Safety Administration interventions under the Compliance, Safety, and Accountability program, gathering evidence relating to highway accidents, and assessing contractual liabilities. The ELD may also assist in providing load dispatching and tracking services to meet the specifications of CARRIER’s customers. Contractor agrees to ensure that Contractor’s workers are each made aware of this Privacy Disclosures and Acknowledgment Form. Contractor further agrees that Contractor will provide any necessary consent and/or notice forms required under Applicable Law to each of Contractor’s workers.

2. Categories of Electronic Information Collected

The ELD and Event Recorder are capable of collecting various categories of data regarding the Equipment and its operation (collectively “Electronic Information”). With respect to the ELD, such Electronic Information includes but is not limited to the: name of the driver and any co-driver(s), and corresponding driver identification information; duty status (that is, “Off Duty,” “Sleeper Berth,” “Driving,” and “On-Duty Not Driving”); date and time the Equipment is in operation; location of the Equipment; distance travelled (including when the Equipment crosses state lines); name and DOT number of CARRIER; 24-hour period starting time; multiday basis used by CARRIER to compute cumulative duty hours and driving time; hours in each duty status for the 24-hour period, and total hours; Equipment number; load information, such as shipping document number(s), or name of shipper and commodity(ies); fuel use and idle time, including when the Equipment is refueled; speed of the Equipment; Critical Event Reporting which may include Sudden Start/Stop and Overspeed events, as well as Stability Control, Forward Collision and Lane-departure events, if so equipped; and power-on self-tests and diagnostic error codes. With respect to the Event Recorder, such Electronic Information includes, but is not limited to forward-facing video of speed, following distance, unordinary shocks, decelerating/braking, accelerating, swerving, turning, and manual event recording.

3. Access to Electronic Information

3.1 Electronic Information is transmitted from the Equipment to the third-party vendor(s) of the ELD and Event Recorder (as identified below) and then from the third-party vendor(s) to CARRIER. CONTRACTOR acknowledges and agrees, on behalf of itself and its workers, that such Electronic Information may be transmitted to the third-party vendor. If Contractor uses a Carrier-furnished ELD or Event Recorder, the third-party vendor is.

- ELD Vendor:
 - Isaac Instruments (available at www.isaacinstruments.com)
- Event Recorder Vendor:
 - Netradyne, Inc. (available at www.netradyne.com)

3.2 CONTRACTOR and CONTRACTOR’s driver acknowledge and understand CARRIER may access certain categories of the Electronic Information in furtherance of its efforts to comply with Applicable Law, including hours-of-service regulations, or to meet customer specifications.

3.3 If CONTRACTOR does not use a CARRIER-furnished ELD and/or Event Recorder and, instead, has elected to obtain, on its own, and use a CARRIER-approved ELD and/or Event Recorder, CONTRACTOR

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agrees to arrange for and ensure CARRIER’s timely and full access to Electronic Information as described in this Form.

4. CARRIER Uses of Electronic Information

The applicable third-party ELD vendor is responsible for the collection and storage of Electronic Information. CONTRACTOR and CONTRACTOR’s driver acknowledge and understand CARRIER does not collect or store the Electronic Information but has access to the Electronic Information and reserves the right to request that the third-party vendor(s) collect and store the Electronic Information for as long as the Equipment with the installed ELD and Event Recorder operates under lease to CARRIER, and for a reasonable time thereafter. If CONTRACTOR or CONTRACTOR’s driver has questions about the safeguards the applicable vendor has put in place to protect against the loss, unauthorized access, use, destruction, or improper disclosure of the Electronic Information, he/she may contact the third-party vendor(s) indicated above. CARRIER has reasonable safeguards in place to secure the Electronic Information it receives from the third-party vendor(s), and limits access to the Electronic Information to authorized individuals who need to know the information in order to ensure compliance with Applicable Law, including the hours-of-service regulations, to meet customer specifications, and for the other purposes set forth in this Privacy Disclosures and Acknowledgment Form.

5. Right to Review Electronic Information

CONTRACTOR’s driver may, upon written request to CONTRACTOR (who will then similarly notify and work with CARRIER accordingly), review the collected Electronic Information that CARRIER itself continues to have access to, but only Electronic Information relating to such driver making the request.

This Privacy Disclosures and Acknowledgement Form is agreed to by CONTRACTOR on the date set forth below.

By: _____ Signature _____	By: _____ Signature _____
Authorized Representative’s Name (Typed/Printed) _____	Authorized Representative’s Name (Typed/Printed) _____
Dated _____	Dated _____

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