



INDEPENDENT CONTRACTOR AGREEMENT

The following Key Terms and Attachments are subject to the Terms and Conditions that follow. The Key Terms, Attachments and Terms and Conditions together comprise the "Contract." By executing these Key Terms, each party consents to and agrees to bound by the attached Terms and Conditions.

KEY TERMS

Company Name: _____ **Truck Number:** _____

Driver Name: _____ **DOT Number:** _____

Mailing Address: _____

Cell Phone: _____ **Fax Number:** _____

Email: _____

1. Year: _____ **Tag Number:** _____ **Truck Number:** _____

VIN: _____

2. Year: _____ **Tag Number:** _____ **Truck Number:** _____

VIN: _____

3. Year: _____ **Tag Number:** _____ **Truck Number:** _____

VIN: _____

4. Year: _____ **Tag Number:** _____ **Truck Number:** _____

VIN: _____

This Contract, when fully executed, does not grant, entitle or award any work to Contractor. All work shall be described in a Work Order in a form of Carrier's choice (written or digital); which Work Order shall not be binding upon the parties unless and until (1) returned by Contractor AND (2) accepted by Carrier.

Initials _____

Work Orders for the same work may be provided to multiple contractors. Carrier shall be under no obligation to accept any particular Work Order regardless of the order in which Work Orders returned by contractors are received by Carrier.

Upon award of a Work Order, Contractor agrees that the Contract, including the Terms and Conditions attached hereto as may be amended by Carrier from time to time, shall govern all aspects of the relationship between Carrier and Contractor, and performance of the Work Order. In the event of any conflict between the Work Order and the Terms and Conditions, the Work Order shall control.

As prerequisites for Carrier to consider this Contract with Contractor, in addition to an executed copy of this Contract, including the Terms and Conditions with each page initialed and dated by Contractor, Contractor must provide the following:

- Driver's License for each driver
- Vehicle Registration for each truck
- Truck Inspection for each truck
- Medical Card for each driver
- Completed W-9
- Certificate of insurance valid as of the date of this Contract in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate naming T. Disney Trucking, Inc., as an additional insured in the following format:

T. Disney Trucking and Grading, Inc.
6324 US HWY 301 S
Riverview, FL 33578

- Proof of Workers' Compensation insurance valid as of the date of this Contract or the signed Statement of Sole Proprietorship, attached

For purposes of clarity, this Agreement will not be processed by Carrier or countersigned unless and until all the aforementioned items are presented to Carrier and the Carrier determines, in its sole and absolute discretion, whether each is satisfactory.

Each of the parties hereto has caused this Contract to be duly executed by a duly authorized representative as of the Effective Date.

CONTRACTOR:

CARRIER:

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the attached Key Terms and Attachments, comprise the Contract between the Carrier and Contractor.

Whereas, T. Disney Trucking and Grading, Inc., a Florida corporation ("Carrier") is a private contract carrier engaged in the hauling and transport of raw materials and other commodities used in construction and other trades, and Carrier desires to contract for and obtain the services of Independent Contractor; and

WHEREAS, the party named in the Key Terms ("Contractor") desires to provide hauling and transport services for Carrier in accordance with these Terms and Conditions;

NOW THEREFORE, the parties do contract and agree as follows:

1. **Term.** This Contract shall become effective and duly binding upon its execution by all parties and shall continue for three (3) years (the "Term") or until terminated by either party hereto. Both parties consent, agree and recognize that this Contract may be cancelled by either party, in its sole discretion, upon seven (7) days' written notice given to the other party. Subsequent to such termination or cancellation, neither party shall hold itself out to any third party in any manner as being, or having any connection, authorization or duty with, from or to the other under this Contract. Notwithstanding the foregoing, if any Work Order has not yet been completed as of the effective date of such termination then, with respect to such uncompleted Work Order, these Terms and Conditions shall continue to apply until completion of such Work Order.
2. **Independent Contractor.**
 - a. Contractor is and shall at all times be an independent contractor with respect to Carrier. As an independent contractor, Contractor shall be solely responsible for the performance of the responsibilities described in the respective Work Order ("Scope of Work") and accepted by Contractor provided such performance is in compliance with all applicable laws, rules and regulations, and consistent with policies and procedures established by Carrier.
 - b. As an independent contractor, Contractor is solely responsible for all taxes, workers compensation and other expenses of operating its business. Carrier shall not withhold any amounts from payments due Contractor on account of income or payroll taxes.
 - c. As an independent contractor, Contractor is, nevertheless, subject to general standards of quality and performance in its work including the following:
 - i. Abide by all laws, rules and regulations, including but not limited to maximum allowable driving hours.
 - ii. Contractor shall not and shall not permit its drivers to possess and/or use any substance which may impair the ability to safely and properly carry out the Scope of Work.
 - iii. Follow and maintain, at a minimum, the safety procedures and policies attached.
 - iv. Use the correct truck numbers (on tickets, trip sheets and trucks)
 - v. Be prompt for all agreed times (pickup, delivery and other).
 - vi. Maintain communication with Carrier.
 - vii. Immediately notify Carrier if there are any issues with the Work Order (e.g., a problem with the cargo) or Contractor's ability to perform the Scope of Work as provided in the Work Order.
 - d. The parties are and shall remain independent with respect to one another throughout the Term. Nothing herein shall be construed to constitute Carrier and Contractor as partners, joint ventures,

principal/agent or anything other than independent entities contracting at arms' length in respect of the subject matter hereof. This Contract does not give either party authority to contract on behalf of the other party or bind the other party in any way.

- e. Except as may be expressly provided in a Work Order, Contractor shall be solely responsible for any and all expenses incurred in operating Contractor's business and providing the services described in any applicable Work Order(s).
- f. If and to the extent Contractor, whether an individual or business organization, engages persons, whether as employees or independent contractors to Contractor, to perform or assist Contractor in the performance of the Scope of Work, each such person shall be:
 - i. the sole and exclusive responsibility of Contractor;
 - ii. competent, appropriately trained and in possession of current licenses, if any are required, to perform the services assigned to him/her.
- g. Only such persons as have been expressly identified and authorized by Contractor to communicate with Carrier may do so; and no communication, direction or information provided by any person not so authorized by Contractor shall be acknowledged except in the event of emergency or other situation outside the normal course of business.
- h. Nothing in this Contract shall be in any way construed or constitute the Contractor, or any of its agents or employees, as being the agent, employee or representative of the Carrier. It is agreed that the Carrier is interested only in the results obtained and that the independent Contractor with sole control of the manner and means of providing the equipment and performing the services required under this Contract. It is understood and agreed that Carrier is in no way associated or otherwise connected with the actual performance of this Contract and that Contractor, in the performance of each and every part of this Contract, shall be personally liable for all labor and expenses in connection therewith, as well as for any and all damages which may be occasioned on account of the operation of this Contract, whether same be for persons injuries or damages of any other kind.
- i. Contractor shall be solely responsible for the provision of any and all equipment ("Equipment") reasonably necessary to perform the Scope of Work including but not limited to:
 - i. Contractor shall provide at its own expense all licenses and permits, and pay all Equipment use or highway use fees, taxes or weight fine and Union or Organization dues or fees.
 - ii. Contractor represents and warrants that it is the sole owner of all Equipment which shall be used in the performance of the Scope of Work.
 - iii. Contractor independent shall, at its own expense, keep and maintain the Equipment in a manner consistent with satisfactory performance of the Scope of Work.
 - iv. All tractor(s), trailer(s) and other equipment, hereinafter generally referred to as "Equipment", furnished by Independent Contractor shall at all times meet or exceed all applicable safety and operation regulation and requirements as are, or may hereafter be imposed by The Florida Public Service Commission, The State of Florida or any country or Municipal Government compliance with same at all times shall be borne by the Independent Contractor.
 - v. Contractor shall at all times have exclusive authority, supervision and control over the Equipment, and Contractor shall either operate the equipment itself, or have same operated by person or persons within its employ and control.

3. Insurance.

- a. **Automobile Liability.** In the course of performing the work under any Work Order, Contractor shall utilize only those vehicles included in the Key Terms or added thereto by amendment subsequent to the date of this Contract. Contractor shall at all times maintain automobile liability insurance covering each and every vehicle identified in the Key Terms in a minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, insuring against any loss, damage expense or injury to persons or property. As a condition precedent to this Contract, Contractor shall provide Carrier with a copy of such insurance policy or policies evidencing the above coverage, upon which, Carrier shall be named as an "Additional Insured" In the format indicated in the Key Terms. In the event Carrier is not shown as additional insured on any such policies, this Contract shall operate as an assignment by Contractor to Carrier of all rights and benefits, including monies payable upon any loss or benefit of Carrier had it been shown as additional insured. Contractor shall promptly notify Carrier of any accident, injury or loss involving, in connection with or concerning its performance under a Work Order. For purposes of this Article, any and all references to Contractor shall include Contractor and its related parties, its principals, officers, employees, and agents.
- b. **Workers Compensation.** Independent Contractor agrees that it will provide where required, workers' compensation coverage for its employees and agents, and shall be responsible for the payment and premiums due under any workers' compensation law. Further, independent Contractor will pay all state and federal taxes for unemployment compensation insurance old age pension and other social security, with respect to all persons engaged by it in the performance of this Contract, and it further agrees to indemnify Carrier against any and all liability by reason of its failure to do so. Independent Contractor shall furnish Carrier with names of all employees and agents of Independent Contractor who shall furnish Carrier with a certificate of Insurance from a reputable insurer evidencing independent Contractor's Workers' Compensation Insurance coverage in adequate and reasonable limits.
- c. **Policy Termination; Failure to Provide.**
 - i. Proof of policy(ies) provided to Carrier hereunder shall also include a written acknowledgment from the respective insurer that each such policy may be terminated, modified or cancelled only after thirty (30) days written notice has been provided to Carrier to enable Carrier to (a) ensure compliance with this Contract and (b) at Carrier's sole discretion, make any payments to ensure continued coverage under such policy(ies) or to procure alternative coverage.
 - ii. If, at any time, Contractor fails to keep and maintain the minimum insurance coverages required by this Contract and by law, such failure shall be a material breach of this Contract and Carrier may, at its sole discretion, elect to procure insurance Contractor should have provided and to demand immediate repayment therefor and/or deduct/offset the cost of such insurance from amounts due Contractor under any and all Work Orders.

4. Payments.

- a. **Amount.** Contractor shall receive the fee paid by Carrier's customer for each Work Order less an Eleven Percent (11%) commission retained by Carrier. .

b. Procedure.

- i. Contractor must fill out the Trip Sheet and/or Ticket (see attached for examples) and deliver to Carrier. If not completed correctly, the Trip Sheet and/or Ticket will be returned to the Contractor and not deemed to have been received by Carrier until properly completed. Questions as to the proper completion of the Trip Sheet and/or Ticket should be promptly addressed to the Carrier.
- ii. Each properly completed Trip Sheet and/or Ticket must be received by Carrier not later than Tuesday of each week for payment on Friday of the following week, unless such Friday is a holiday or Carrier is closed to conditions beyond its control, in which case payments will be sent the next business day. Contractor should retain copies of all Trip Sheets and/or Tickets for its records.
- iii. Contractor may receive payment by check or by ACH direct deposit. Select one by initialing:

_____ I elect to receive payment by check at the mailing address indicated on the Key Terms or such other address as I may provide to Carrier.

_____ I elect to receive payment by ACH direct deposit in accordance with the Direct Deposit Authorization form I have filled out (attached).
- iv. All documents must be current, otherwise payment will be held.

5. Representations and Warranties.

- a. Carrier represents and warrants:
 - i. It is authorized and licensed to conduct its business as described herein.
 - ii. It is authorized to enter into this Contract.
- b. Contractor represents and warrants:
 - i. It is authorized and licensed to conduct its business as described herein.
 - ii. It is authorized to enter into this Contract.
 - iii. It and its authorized driver(s) have had no:
 - 1. traffic violations in the past two (2) years,
 - 2. no accidents in the past two (2) years which were such persons' fault, and
 - 3. no suspensions of their respective drivers' licenses in the past two (2) years.

6. Indemnification.

- a. Contractor will defend, indemnify and hold Carrier, its principals, officers, employees and agents (collectively, "Carrier Indemnitees") harmless from and against any third party claims and losses incurred by the Carrier Indemnitees resulting from any misrepresentation, act or omission of Contractor. For purposes of this Article, any and all references to Contractor shall include Contractor and its related parties, its principals, officers, employees, and agents.
- b. Indemnification Process. In the event of a claim subject to indemnification, Carrier shall give Contractor prompt written notice thereof. Carrier shall have the sole right to control and conduct the defense and/or settlement of Claims (with any settlement reasonably acceptable to the other party), either in the name of the Indemnitees, the indemnifying party or both, and the Indemnitees

shall, at the indemnifying party's request and expense, provide relevant information and reasonable cooperation. The indemnifying party shall defend the Claim using counsel of its own choice at its expense. In cases of a conflict of interest, or where Indemnitee has other reasonable concerns, Indemnitee may appoint (and pay for) its own counsel to participate in (but not control) the defense.

- c. In addition to the foregoing, Contractor expressly authorizes Carrier to deduct or offset from amounts due and owing Contractor the amount of damages (1) caused by Contractor and/or (2) related to items being conveyed by Contractor which become unusable or contaminated while in Contractor's possession. Such deduction(s) or offset(s) may be made against any and all Work Orders with respect to which Contractor is owed money until the amount of the deduction(s) or offset(s) is satisfied. In the event Contractor disputes any deduction or offset, the parties will negotiate in good faith to resolve such dispute and, in the absence of a resolution satisfactory to both parties, may proceed in any such other manner of dispute resolution in accordance with the terms of this Contract.

7. Termination.

- a. **Breach.** In the event of a breach of this Contract by Contractor, Carrier shall provide written notice of such alleged breach and Contractor shall have ten (10) days, unless applicable law necessitates a shorter period, to cure such breach. In the absence of such a cure, Carrier may terminate this Agreement in whole or in part, and/or any or all Work Orders currently outstanding with Contractor. The following circumstances do not require a cure period and Carrier may terminate immediately on written notice:
 - i. A voluntary bankruptcy filing or an involuntary bankruptcy filing not promptly opposed by Contractor.
 - ii. Appointment of a receiver to administer Contractor's business affairs.
 - iii. Forfeiture or seizure of the Equipment.
 - iv. Failure to keep and maintain the minimum levels of insurance required hereunder.
 - v. Breach of a warranty and representation.
 - vi. Failure to maintain minimum safety standards.
 - vii. Any other circumstance that Carrier reasonably believes will make Contractor's ability to perform as required by a given Work Order unlikely.
- b. **Replacement Services.** In the event any Work Order is terminated by Carrier hereunder, Carrier may procure alternative services from another contractor such that any cost to complete a terminated Work Order in excess of what Contractor would have been paid to complete the Work Order shall be payable by Contractor and Carrier may either demand immediate payment/reimbursement by Contractor and/or deduct/offset the cost of such insurance from amounts due Contractor under any and all Work Orders.
- c. **Payment on Termination.** Upon termination of a Work Order prior to completion, Contractor shall be paid for work completed less a reasonable reserve for costs and expenses that may be required to complete such Work Order and such cost and expenses are attributable to Contractor, in which event such amounts held in reserve may be applied by Carrier and deducted from amounts due and payable to Contractor. In the event such costs and expenses exceed the amount of the reserve, Contractor shall pay or reimburse such cost and expenses promptly upon receipt from Carrier of a statement of such costs and expenses and application of the reserve.

8. **Entire Agreement.** This Contract contains the entire agreement and understanding of the parties hereto. No other agreements, statements or promises have been entered into or made by the parties. No modification of this Contract shall be binding upon the parties, unless it is in writing and executed by both the Contractor and Carrier.
9. **Governing Law and Jurisdiction.** It is understood that this Contract and all provisions herein contained shall at all times be interpreted and construed under the laws of the State of Florida. In the event of litigation arising from the Contract, the parties agree that the venue shall lie in Hillsborough County, Florida, and that the prevailing party shall be entitled to an award of attorneys' fees incurred.
10. **Assignment.** Neither this Contract nor any right or duty hereunder, nor any Work Order, is assignable in whole or in part by Contractor without Carrier's prior written consent. Any attempted assignment without consent is null and void. This Contract is binding upon and shall inure to the benefit of the respective parties and their permitted assigns and successors.
11. **Notices.** All notices or correspondence arising from or pertaining to this Contract must be in writing and delivered in person, or electronically, or sent by registered or certified mail or nationally or internationally recognized overnight courier, with all fees prepaid. For a notice to be valid, an email copy shall accompany each of the foregoing modes of noticing a party. Either party may, at any time, change its mail or delivery address by giving the other party ten (10) calendar days prior written notice. The effective date of any written notice delivered or mailed pursuant to this Contract shall be the date of receipt, if delivered, or the postmark date if mailed. If the receiving party rejects or otherwise refuses to accept a notice, or if it cannot be delivered because of a change in address for which no notice was given, then notice will be deemed given upon that rejection, refusal or inability to deliver. An email notice shall suffice as notice at such time as the sender receives a receipt acknowledgment or the recipient replies, directly or indirectly, to such notice.

T. DISNEY TRUCKING AND GRADING, INC IS AN EQUAL OPPORTUNITY EMPLOYER.

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

Date: _____

CARRIER:

BY: _____

Print Name: _____

Title: _____

Date: _____



Vendor ACH Deposit Form

Please complete the information below:

Address _____

Phone# _____

City, State, Zip _____

Email _____

Account Type: <input type="checkbox"/> Checking	
Name on Acct _____	
Bank Name _____	
Account Number _____	
Bank Routing # _____	
Bank City/State _____	



The graphic shows a routing number '222222222' circled in purple and an account number '000 111 555 1027' circled in orange. The text 'Routing Number' and 'Account Number' are written above the respective numbers.

SIGNATURE _____

DATE _____

Copy of Voided Check