



Unit # _____

AGREEMENT

This agreement made this _____ day of _____; 20 _____ by and between **QFS TRANSPORTATION, LLC** hereinafter referred to as "**Company**" (an authorized interstate carrier), and _____, an **Independent Contractor**, hereinafter referred to as "**Contractor**" (the owner of the equipment): **Federal I.D. #/SS #:** _____.

WHEREAS, Company is a motor carrier authorized to engage in the transportation of general commodities, hereinafter referred to as "property" in interstate and foreign commerce; and,

WHEREAS, Contractor is the owner of certain motor vehicle equipment, as more particularly described in "Exhibit A" attached hereto; and

WHEREAS, the parties are desirous of entering into an agreement and contractor provides to company equipment and drivers to haul property for Company.

NOW THEREFORE, in consideration of the mutual promises contained it is agreed between the parties as follows:

1. Contractor hereby agrees to prove to Company for use in Company's business the equipment described in "Exhibit A" with drivers for such equipment at the rates set forth in Exhibit "B" and under the terms and conditions set out herein.
2. All drivers of Contractor shall meet the qualifications for drivers established by the FMCSA and the U.S. Department of Transportation.
3. In order to comply with federal and state laws and regulations, Contractor's equipment shall display such identification as required by all applicable laws and regulations which identification shall be supplied by Company and shall be removed and returned to Company at the termination of this Agreement by Contractor.
4. Contractor acknowledges that he is an independent contractor and not an employee of Company, and that any driver supplied by Contractor will be an employee of Contractor.
5. Contractor is familiar with and will obey and observe during the term hereof all applicable federal, state and local laws and regulations governing the operation of the equipment provided herein.
6. Contractor will promptly file with Company all logs sheets, physical examination certificates, accident reports and other reports, documents and data required by law.
7. Contractor shall comply with all state weight, length and height laws and will not accept loads in excess of legal limits allowed by states through which the equipment must travel and will do nothing that will jeopardize Company's license.
8. Contractor agrees that Contractor or Contractor's employee(s) shall operate the equipment in a safe and lawful manner at all times.
9. Contractor shall provide worker's compensation coverage for Contractor and Contractor's employees, and will hold Company harmless from and against any claims, costs, liability or damage arising out of Contractor's failure to provide such coverage.
10. Contract shall pay all State and Federal Highway Use Tax, and Road Tax, and the Contractor upon request shall show proof to company of payment of such taxes.
11. Contractor authorizes Company to reimburse Comdata, for any advances Comdata makes to Contractor, by making deductions from Contractors weekly settlement, including costs and administration fees.
12. Contractor agrees that the Company may deduct from remuneration due Contractor under the compensation schedule provided herein, any and all amounts required to be paid by the Company as a result of default by the Contractor in compliance with any of Contractor's obligations under this Agreement, including without limitation, all items indicated in Exhibit "B".
13. Contractor, during the term hereof, accepts all risks for depreciation, loss or damage to said equipment; agrees to pay all operating and maintenance costs, including but not limited to permits, license plate fees, fines, fuel taxes, calls, empty mileage, tires, lubricants, ferries, and agrees to keep and maintain the equipment in good condition as to mechanical repairs, physical appearance and good running order, in order to meet and pass the inspection and approval of the DOT and the States.
14. Contractor hereby agrees to promptly pay Company all costs, charges of losses suffered or incurred by Company due to Contractor's breach of any term, covenant, or provision of this agreement, and contractor guarantees payment of any excess of any such amounts over any amounts held by Company. Contractor hereby authorized Company to withhold up to two (2) weeks; of payments due contractor, form Contractor's payments hereunder, and Company may retain such amount to indemnify itself from and against any and all losses suffered by it as a result of Contractor's breach of any of the terms or provisions of this agreement. Contractor further agrees that the amount of such retainage held by Company may be retained by Company without prejudice to any other rights in law or equity which Company might have as a result of breach of this agreement, and until Contractor fully performs each and every of Contractor's obligations hereunder.

If Contractor does not keep Contractor's equipment operating as required hereunder for the full period of this agreement, the minimum fee paid to any regulatory agency to certify Contractor's equipment shall be paid by Contractor, or may be deducted by Company for the pay withheld.

- A. All funds may be applied against any and all losses suffered by Company as a result of Contractor's breach of any terms or provisions of this agreement, including, but not limited to, failure to return any equipment, regulatory cards and/or plates, failure to remove Company's name and/or permit numbers from Contractor's equipment; and any loss or damage to cargo or equipment.

Initial Here: _____

- B. Upon expiration or termination of this agreement, Company may withhold payment of any balance remaining in the escrow fund until the Contractor returns to the Company all identification devices belonging to the Company or containing the Company's name and/or permit numbers, submits to the Company the necessary delivery documents, log books, and other paper work required by Shipper for Company to secure payment from Shippers; returns to the Comdata or Company all Comdata fuel or other credit cards; and repays to the company all monies due.
15. If Contractor breaks down under a load, Contractor agrees to pay all cost of Company to pick up and complete prompt delivery of the load. Provided, however, the Contractor is not required to purchase or rent any products, equipment or services from the Company.
 16. Contractor as an independent Contractor shall be liable for and pay all taxes and withholding for income taxes for State, Local and Federal, Social Security Taxes, Worker's Compensation, and Federal and State Unemployment Taxes for himself and for any of Contractor's employees. Company shall deliver to Contractor a 1099 for all payments made to independent contractor.
 17. Company shall pay Contractor weekly and within fifteen (15) days after receipt by the company of the necessary documentation and other paperwork concerning the trip(s) in the service of the shipper. The necessary documents to be provided by the Contractor shall include, by way of example and without limitation, Bills of Lading, Delivery Receipts, Driver's Logs, Fuel Receipts, and other necessary documentation required by applicable DOT and State rules or regulations.
 18. Company shall furnish the public liability, property damage and cargo insurance and fees for certificates for the protection of the public as required by all federal and state laws and regulations, and will charge contractor for such costs. Bobtail insurance shall be provided by Contractor with the Company names as a certificate holder with a minimum of \$1,000,000. Contractor will pay, or Company shall deduct from Contractor's settlement, the first \$2,000 of any cargo or property loss or damage as a result of any accident or cargo claim whether covered by Company's insurance or not. Company shall provide Contractor with an itemization of such deductions.
 19. If this agreement is terminated for any reason by either party, in addition to any other remedies and without prejudice to any other claims, remedies, or causes of action which Company may have, the cost of any certificates or permits incurred by Company shall be paid by Contractor.
 20. Contractor and Company agree that Company shall not determine the manner, method or routes to be utilized by Contractor in delivery of trailers to be hauled pursuant to this Agreement, and that Contractor's sole responsibility shall be to pick up and deliver the trailer to the specifications of the shipper.
 21. It is understood that any claim for compensation, whether or not under this Contract, shall be presented in writing which within thirty (30) days from the date of occurrence of the event or performance of the services giving rise to such claim, or be forever barred. Failure to submit a claim for compensation within thirty (30) days after the occurrence of the event or the performance of the services giving rise to such claim shall preclude any such claim from being presented by Contractor thereafter which claims are hereby waived.
 22. This agreement shall be in effect for one (1) year and automatically renew for additional one-year terms. Either party may terminate this Agreement at any time by giving written notice by mailing to the other party at the address listed below or by personally delivering to the other a written notice of termination. Termination shall be effective either upon receipt of the notice of termination from the other party or at such later date as may be specified in that notice.
 23. This agreement may be terminated by either party upon failure of either party to pay, observe, or perform any term, provision, covenant, or obligation required to be paid, observed or performed by either party under the terms of this agreement. If, at that time of any such cancellation or termination of this Agreement, there are monies owed to Company, the Company shall have a lien against the equipment and further shall have the right to retain and operate the equipment until such amount has been paid in full. Final settlement and payment of any sum or sums due shall be made on or before fifteen (15) days from the date of termination of this agreement, provided Contractor completes and delivers to Company all settlement paperwork and so long as Contractor is not in default under any term, provisions or covenant of this Agreement, and provided all trailers, permits, plates, identification signs and other company documents have been returned to Company.
 24. (a) Contractor and Company agree that any action at law or in equity with regard to this Agreement or with regard to any rights, claims, payments, duties or liabilities thereunder, or regarding the interpretation or construction of any terms of this Agreement, shall be governed by the laws of the State of Indiana, and any dispute hereunder shall be brought in a court of competent jurisdiction in Dearborn County, Indiana.

(b) In the event that Contractor files an action against Company in any court other than in Dearborn County, Indiana, Contractor agrees to reimburse Company, upon demand, for Company's attorney fees and expenses which it incurs in seeking transfer of such action to Dearborn County, Indiana, regardless of which party prevails in the action.
 25. This agreement is executed in triplicate: One copy is kept by Contractor, one copy by the Company, and one copy is placed in the equipment.
 26. This Agreement shall become effective upon Company's acceptance of the equipment and its signature and acceptance of the agreement in Greendale, Indiana. When possession of equipment is surrendered by Company to Contractor, Contractor shall furnish a similar receipt to Company.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written, at **GREENDALE, INDIANA**.

WITNESSESS:

(Signature)

(Contractor's Printed Name, Title)

(Contractor's Signature)

(Address)

(City, State, Zip)

QFS TRANSPORTATION, LLC

(Signature)

By: _____
(Company Signature)

EXHIBIT "A"

UNIT #	YEAR	MAKE	TYPE	SERIAL #	WEIGHT	LICENSE #	STATE

EXHIBIT "B"

Total payment for services rendered, and rental benefits due LESSOR for the use and rental of the equipment and driver herein described shall be as follows:

WITNESSETH

WHEREAS, Lessor and Lessee entered into an Owner-Driver Lease Agreement, date _____, 20____, and, NOW THEREFORE, the parties agree as follows:

All loads moved are paid, as agreed upon per trip

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

QFS Transportation, LLC Independent Contractor Enrollment Application

Effective Date: _____

Add Cancel Entire Account Change(s) to existing account

SECTION 1 CONTRACTOR INFORMATION

Business Type: Individual Corporation LLC LLP Partnership Sole Proprietor

Individual/Business Name: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Contact Information: Name _____ Phone _____

Email _____

FEIN or SSN: _____

SECTION 2 TRACTOR INFORMATION

Coverage Choices	Add	Change	Delete
Physical Damage			
\$1,000 Deductible or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$2,500 Deductible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-Trucking Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Unit #	Year	Make	Model	VIN
Plate #:			State Vehicle is Plated in:	
Truck Value: \$			Terminal Location:	
Loss Payee <input type="checkbox"/> Add <input type="checkbox"/> Delete <input type="checkbox"/> Change/ Additional Insured <input type="checkbox"/> Add <input type="checkbox"/> Delete <input type="checkbox"/> Change				
Name:				
Address:				
City:		State:		Zip:
<input type="checkbox"/> Email			<input type="checkbox"/> Fax	

SECTION 3 DRIVER INFORMATION

Coverage Choices	Add	Change	Delete
Occupational Accident*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name:			
Address:			
City:		State:	Zip:
Driver Contact Information			
<input type="checkbox"/> Phone:		<input type="checkbox"/> Email:	
Date of Birth:		SSN:	
CDL #	CDL State:		Years of Driving Experience:

**Additional Application Required*

SECTION 4 ELIGIBILITY

Please note, owned units operating for any commercial use outside of QFS Transportation, LLC operations will not be afforded coverage under this policy.

SECTION 5 SIGNATURE LINE

All coverage ceases upon termination of Lease Agreement by either party. Coverage is cancelled regardless of whether Independent Contractor receives written cancellation notice.

By enrolling, you authorize premiums to be deducted from your settlements as payment for the coverage(s) requested.

Signature: _____ Dated: _____

Unit Number: _____

Return Completed Applications to:

Contractor Risk Advocate Team
319-362-5131 (fax) or
service@truenorthcompanies.com

INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.19

Motor carriers are responsible for ensuring that individual(s) performing an annual inspection under 396.19 are qualified as follows:

- Understands the inspection criteria set forth in Part 393 and Appendix G and can identify defective components
- Is knowledgeable of and has mastered the methods, procedures, tools and equipment used when performing an inspection
- Is capable of performing an inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):
 - I. Successfully completed a State or Federal training program or has certificate from a State or Canadian Province which qualifies the person to perform commercial vehicle safety inspections. Specify:

or

- II. Have a combination of training or experience totaling at least one year as follows (check all that apply):
 - A. Participation in a truck manufacturer-sponsored training program or similar commercial training program designed to train students in truck operation and maintenance. Where and Date:

 - B. _____ (years) experience as a mechanic or inspector in a motor carrier maintenance program. Name and Date:

 - C. _____ (years) experience as a mechanic or inspector in truck maintenance at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:

 - D. _____ (years) experience as a commercial vehicle inspector for a State, Provincial, or Federal Government. Where and Dates:

I certify the above information is true and accurate to the best of my knowledge.

Employee _____
Signature of Mechanic/Inspector Date

Motor Carrier/Company _____
Signature of Employer/Supervisor Date

Evidence of Inspector Qualifications are on file at:

BRAKE INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.25

“Brake Inspector” means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier’s control, meet the applicable Standards.

No motor carrier shall require or permit any employee who does not meet minimum brake inspector qualifications to be responsible for the inspection, maintenance, service or repairs of any brakes on its commercial motor vehicles.

Minimum Qualifications

- Understands and can perform brake service and inspection
- Is knowledgeable of and has mastered the methods, procedures, tools and equipment necessary to perform brake service and inspection
- Is capable of performing brake service or inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):
 - I. Has successfully completed an apprenticeship program sponsored or approved by a State, Canadian Province, a Federal agency or labor union, or has a certificate from a State or Canadian Province which qualifies the person to perform brake service or inspections. Specify:

or

- II. Has brake-related training or experience or a combination thereof totaling at least one year as follows (check all that apply):
 - A. Participation in a brake maintenance or inspection training program sponsored by a brake or vehicle manufacturer or similar commercial training program. Where and Date:

 - B. _____ (years) experience performing brake maintenance or inspection in a motor carrier maintenance program. Name and Date:

 - C. _____ (years) experience performing brake maintenance or inspection at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:

I certify the above information is true and accurate to the best of my knowledge.

Employee _____
Signature of Mechanic/Inspector Date

Motor Carrier/Company _____
Signature of Employer/Supervisor Date

Evidence of Inspector Qualifications are on file at:



TRUCK INSPECTION

Date: _____ Top air pressure _____
 Truck #: _____ Pressure after application _____
 Owner: _____ Three-minute application _____
 VIN #: _____ Low air warning _____
 License Plate #: _____ Buzzer _____
 Plate State: _____ Exp Date: _____ Light _____
 Mileage: _____ (Odometer/Hubometer) _____ Tire size _____
 Annual Inspection Date: ____/____/____

SAFETY EQUIPMENT

Reflectors: _____ Fire Extinguisher: _____ 10 BC or better: _____

BELOW
CHECK IF OK or X IF DEFECTIVE

Horn	Frame	Suspension
Windshield	Mirrors	Oil Leaks
Headlights	Steer Tires	Air Leaks
Top Marker Lights	Drive Tires	Mud Flaps
Auxiliary Marker Lights	Front Brakes	Mud Flap Hangers
Four Ways	Exhaust	Air Lines
Rear Four Ways	Battery Box	Air Service Lines
Brake Lights	Fuel Tanks	Pigtail
Gauges	Rim/Studs/Nuts	Body Condition

Comments: _____

On the above market items _____ agree to have all marked items repaired before accepting a load from QFS Transportation, LLC.

Inspected By: _____ Date: _____