

AMHAUL CORP
51 Silver Bayou Ct
Conroe, TX 77384

Phone: 832.736.7447
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Independent Contractor Agreement

1. This agreement made on _____, 201__ in the State of Texas.
2. This agreement between AMHAUL CORP and Contractor
3. Contractor's principal place of business located at _____
4. AMHAUL CORP intends to contract work to _____ for picking up, loading, transportation, unloading and delivery of commercial freight provided by AMHAUL CORP to the destination of AMHAUL CORP customers. AMHAUL CORP agrees to provide work to Contractor in the capacity of an independent contractor and on an as needed basis. AMHAUL CORP makes no guarantee that a certain amount of work will be available to independent contractor.
5. AMHAUL CORP declares that _____ is engaged in a business as an independent contractor and is not eligible for any company benefits, profit sharing or medical benefits. AMHAUL CORP is not responsible for any injustice performed by the contractor. Contractor understands they are solely responsible for all state, federal, local, social security and unemployment fees and taxes governed by the State of Texas.
6. Compensation for contractor's services. AMHAUL CORP shall compensate Contractor per freight delivery or freight pickup. This may or may not take into account the number of hours worked by the Independent Contractor. The parties will agree upon the amount of compensation for each individual freight delivery or pickup, depending on the nature of the work involved. Compensation for contractor's services shall be paid biweekly or as otherwise mutually agreed upon by the Parties. When compensation is paid biweekly, AMHAUL CORP shall compensate Contractor on Friday for services performed in the prior two week period. To accommodate prompt compensation for independent contractor's services. Contractor shall, on the morning of each business day, submit to AMHAUL CORP documentation pertaining to freight delivery and pickup performed by Contractor during the immediately preceding business day. Said documentation shall include, but not be limited to:
 - a. Travel Logs or Bills of Lading;
 - b. Any other shipping or freight documentation provided by AMHAUL CORP to Contractor for purposes of completing a freight or pickup;
 - c. Any other (POD) documentation proving freight delivery or pickup by Contractor.
7. AMHAUL CORP or Contractor can terminate this contract at any time by giving fifteen (15) days written notice to the other Party.

Contractor _____, **Signature** _____

8. Contractor shall not contract directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity its services to any of AMHAUL CORP customers during the term of this contract and for one year from termination date.

9. Contractor shall be responsible for providing, at Contractor's expense and in his/her name, disability, worker's compensation or other insurance as well as licenses and permits for performing the Services.

10. Contractor shall perform the services with Contractor's own cargo truck, of such kind that is suitable for performance of the Service hereunder, and any and all other necessary equipment and tools. Contractor understands and agrees that AMHAUL CORP shall not be liable for any physical damage to Contractor's own freight truck, tools and equipment even if such damage occurred in the course of performance of the Services hereunder.

11. Contractor shall, at Contractor's expense, carry applicable insurance policies and coverage including but not limited to:

- a. Commercial liability insurance;
- b. Commercial cargo truck insurance;
- c. Commercial freight insurance; and any other insurance policies and coverage customary for the commercial freight industry.

Said insurance policies and coverage shall be for amounts and coverage that are customary in the commercial freight industry. Any loss or liability caused by the negligence of Independent Contractor not covered by insurance shall be the sole obligation and liability of Independent Contractor and Independent Contractor agrees to reimburse AMHAUL CORP for any loss or damage occasioned by Independent Contractor's negligence not covered by insurance. You or your insurance agent has to notify AMHAUL CORP within 72 hours of any changes.

12. Contractor shall have the obligation to carry and have at his/her disposal a functioning cell phone in the cab of their truck. Contractor shall be required to contact AMHAUL CORP at specific times during the shipment, provided however, that Contractor shall not use the cell phone while driving and shall comply with all applicable state and federal laws on use of cell phone.

Contractor shall have the obligation to call in:

- a. To obtain shipper/consignee dispatch information;
- b. Upon arrival at pick up location;
- c. When freight is loaded at shipper location;
- d. While en route from pick-up to delivery every four hours while en route to report progress;
- e. At arrival and departure of every customs/broker or transfer stop;
- f. Upon arrival at delivery location;
- g. To report proof of delivery details, including damage or shortage details and the name of person signing the bill of lading;
- h. At any time during a shipment when they experience a delay that may prevent them from delivering on time, as indicated;
- i. In case of incurrence of accessorial charges;
- j. Contractor shall contact AMHAUL CORP immediately upon the occurrence of an incident that result in property damage, personal injury or in case of delay.

Contractor _____ **.Signature** _____

13. AMHAUL CORP shall provide to Contractor a schedule of freight routes for the day. Contractor shall, at his/her option and sole discretion, select the routes that Independent Contractor desires. Contractor may choose as many routes as Contractor desires, provided, however, that Contractor shall have the responsibility to comply with the time schedule for each freight delivery or pickup. Contractor may, at sole discretion, refuse to accept any job offered to Contractor by AMHAUL CORP for any reason whatsoever before it is accepted.

14. Contractor may, at Contractor's own expense, use employees or other subcontractors to perform the Services under this Agreement, but no contractor shall subcontract to any subcontractor without prior notice to AMHAUL CORP. All terms and conditions of this Agreement shall apply to Contractor's employees or subcontractors. Contractor shall have the obligation to ensure that its employees or contractors are aware of the capabilities, capacities and limitations of the vehicles and equipment that will be operated. Failure to comply with these procedures may result in delay of payment and/or reduction of the payment rate by 25% (twenty five percent) on shipments delayed by 2 (two) to 4 (four) hours, by 50% (fifty percent) on shipments delayed by over 4 (four) hours, and on shipments delayed by more than 5 (five) hours, **NO PAY**.

14.1 Freight held overnight and attempts pay \$75.00. Multiple stops pay \$25.00. There is no charge on detention time up to the first 2 hours on all vehicle types. However, if the detention time is greater than 2 hours, it is calculated based on 15 minute increments. Straight Truck vehicles pay \$25.00 per hour. Extended Van and Cargo Van vehicles pay \$25.00 per hour. The maximum detention charge paid will be \$200.00. Vehicles required to return to shipper are paid per loaded mile at prior agreed rate per mile for this shipment.

15. Independent Contractor shall indemnify, defend and hold harmless AMHAUL CORP and its workers and shareholders from and against any claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, arising out of or related to:

- a. Contractor's breach of any of the terms, conditions and warranties of this Agreement;
- b. The negligence or willful misconduct of Contractor or Contractor's agents, employees or subcontractors.

16. AMHAUL CORP shall indemnify, defend and hold harmless Contractor from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest penalties, and reasonable attorney fees and costs, arising out of related to AMHAUL CORP's breach of any of the terms and conditions of this Agreement.

17. Proprietary Rights. The written, printed, graphic, or electronically recorded materials furnished by AMHAUL CORP for use by Independent Contractor are proprietary information. Contractor shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information or confidential information or known how belonging to AMHAUL CORP, whether or not it is in written or permanent form, except to the extent necessary to perform the services. On termination of Contractor's services to AMHAUL CORP, or at the request of AMHAUL CORP before termination. Contractor shall deliver to AMHAUL CORP all material in Contractor's possession relating to AMHAUL CORP's business. The obligations concerning Proprietary Information extend to information belonging to customers and suppliers of AMHAUL CORP about whom Contractor may have gained knowledge as a result of performing the services.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

19. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the Parties hereto.

Contractor _____ Signature _____ Date _____.

AMHAUL CORP _____ Signature _____ Date _____.

Driver Set Up Packet Check List

Driver's name: _____

We need a copy of the items listed below from you to become a driver for AMHAUL CORP

**Please check out all documents prior to submitting our Set Up Packet.*

1. **A signed copy of the Contract**
2. **Driver's and Vehicle Information Sheet**
3. **Vehicle Registration (readable copy)**
4. **EIN (readable copy)**
5. **Driver's License (readable copy)**
6. **W-9 form**
7. **Void Check**
8. **Copy of Insurance Certificate with:**
 - A. **The unlimited radius**
 - B. **1 Million Liability, 100,000 Cargo**
 - C. **Amhaul Corp listed as additional insured**
 - D. **Cerificare must Indicate VIN number and Driver full name**

**Please scan and email your packet hr@amhaul.com
Thank you!**

Application

Company _____

Address _____

City, State, Zip Code _____

Name (Last, First, Middle) _____

Address _____

Date of birth (MM/DD/YYYY) _____ Social Security # _____

Previous Residency (Last 3 years)

Address _____ Years _____

Address _____ Years _____

License Information (Attach sheet if more space is needed)

Section 383.21 FMCSR states "No person who operates a commercial motor vehicle shall at any time have more than one driver's license." I certify that I do not have more than one motor vehicle license = for which is listed below.

State	License #	Type	Expiration Date

Driving Experience

Class of vehicle	Type of vehicle(van, fait, tank, etc)	Dates from	Dates to	Approx. Number of miles

- Have you ever been denied a license, permit or privilege to operate a motor vehicle? Yes ___ No ___

If yes, explain _____

- Has any license, permit or privilege ever been suspended or revoked? Yes ___ No ___

If yes, explain _____

EMPLOYMENT RECORD

** Applicants that desire to drive in intrastate/interstate commerce must provide the following information on all employers during the preceding 3 years. You must give the same information for all employers you have driven a commercial vehicle for the seven years prior to the initial three years, total often years employment record.*

Last Employer Name _____

Position Held _____ From _____ To _____

Reason for leaving _____

Were you subject to the Federal Motor Carrier Safety Regulations (FMCSRs) while employed by the previous employer?

Yes ___ No ___

Second Employer Name _____

Position Held _____ From _____ To _____

Reason for leaving _____

Were you subject to the Federal Motor Carrier Safety Regulations (FMCSRs) while employed by the previous employer?

Yes ___ No ___

SUBSTANCE ABUSE SCREENING NOTICE

The Company maintains drug-free workplaces. This means that we do not permit the use of any illegal substances at any of our locations. It also means that we will not employ any person who tests positive for illegal drugs. Your initial and continued employment by the Company, therefore, is contingent upon, among other things, you successfully passing our drug-screening process.

PLEASE READ AND SIGN THIS SECTION

I certify that this application was completed by me. I certify that all of the information contained in the Application or any other document I have submitted to the Company is true and accurate to the best of my knowledge. I understand that if any of this information is false, incomplete, or misleading, it may be grounds for rejection of my application for employment.

Furthermore, I understand that if false, incomplete or misleading information is discovered after, I have been employed by the Company, such discovery may be cause for the termination of my employment.

By submitting this application and/or any other documents, agree to comply with the Company's rules and regulations. I further understand that if hired and where permissible by law, I will be an "at-will" employee, that is, my employment and compensation will not be for a definite period and my employment can be terminated at any time by me or by the Company, with or without cause or prior notice, regardless of the successful completion of any introductory or probationary period, further understand that no recruiter, interviewer, or other representative of the Company, other than an officer of the Company, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing and none has done so.

I certify that I have received a written notification that the Company may obtain a consumer report or reports on me. Authorize this Company to obtain such a report or reports for use in connection with my application for employment and for other employment-related reasons. If hired, this authorization shall remain on file and serve as ongoing authorization for procurement for employment-related consumer reports at any time during my employment. I understand that the term "consumer report" includes, but is not limited to, credit checks, department of motor vehicle reports, and investigative consumer reports. I further understand that the term "investigative consumer report" means a report in which information on my character; general reputation, personal characteristics, or mode of living is obtained through personal interviews with my neighbors, friends, or associates, or with others with whom I am acquainted or who may have knowledge concerning any such items of information.

I understand and agree as a condition of employment or continued employment that I will be required to take a pre-employment substance abuse test, take a substance abuse and/or alcohol screening test at any time where the Company determines there is probable cause to do so, and that the test results must be satisfactory to the Company. I also agree to take a post-offer medical examination if requested. I understand that any offer to hire is conditioned upon results satisfactory to the Company of any required pre-employment test, substance abuse test, background investigation, and Company medical examination or inquiries.

Although management makes every effort to accommodate individual preferences, business needs may at times make the following conditions mandatory overtime, shift work, or a rotating work schedule that includes Saturday and Sunday. I understand and accept these, if hired, as a condition of my continued employment.

SIGNATURE _____ **DATE** _____

PRINTED NAME _____

Driver and Vehicle information Sheet

Driver's Name: _____

Company Name: _____

Social Security#: _____

Federal ID: _____

Mailing Address: _____

Driver License #: _____

Cellphone: _____ Circle Carrier: Verizon / AT&T / Sprint / T-Mobile / Nextel

Other Carrier (please type): _____

Email: _____ Fax: _____

Vehicle Make and Model: _____

Vehicle VIN: _____

Vehicle Bed Dimensions (inches):

Length _____ **Width** _____ **Height** _____

Maximum Weight Vehicle Hauls: _____

Do you have a pets: _____ If yes, what kind _____

Emergency Contact: Name _____ Phone _____

DISCIPLINARY GUIDELINES

OUR DRIVERS ARE REQUIRED TO BE ON TIME AT EVERY PICK-UP AND DELIVERY UNLESS THERE IS A LEGITIMATE REASON (TRAFFIC, WEATHER, BREAKDOWN OR CONSTRUCTION). IF YOU ARE DELAYED FOR ANY REASON, YOU MUST NOTIFY DISPATCH IMMEDIATELY AND TELL THEM THE REASON FOR THIS DELAY. IF YOU DO NOT HAVE RECEPTION IN AN AREA, YOU MUST FIND ANOTHER PHONE TO CALL IN AND NOTIFY DISPATCH OF YOUR LOCATION. OUR DRIVERS ARE REQUIRED TO MEET CERTAIN STANDARDS AND IF THESE STANDARDS ARE NOT MET WE HAVE FOUND IT NECESSARY TO IMPLEMENT A DISCIPLINARY ACTION PLAN AS A MEANS TO REDUCE THE NUMBER OF LOADS, WHICH WE ARE LATE ON. BELOW IS A LIST OF THE REQUIREMENTS THAT HAVE TO BE FOLLOWED:

1. POSITION AND AVAILABILITY UPDATES DAILY VIA TEXT MESSAGES ONLY. MON-SUN BETWEEN 6:00 AM TO 12:00 AM
2. YOU ARE REQUIRED TO CALL WHEN ARRIVING AT A PICKUP AND TO CALL BEFORE LEAVING THE PICKUP WITH THE BOL YOU MUST CONFIRM YOU HAVE THE PROPER LOAD AND THE CORRECT DELIVERY ADDRESS.
3. YOU ARE REQUIRED TO CALL WHEN ARRIVING AT A DELIVERY AND BEFORE LEAVING WITH BOL SIGNED AND POD PRINTED. IT MUST BE LEGIBLE. PLEASE INCLUDE YOUR TRUCK AND YOUR SIGNATURE
4. SEND TEXT MESSAGES EVERY 3-4 HRS WHILE LOADED TO UPDATE YOUR LOCATION UNLESS INSTRUCTED OTHERWISE.
5. UPDATE DISPATCHES, IF YOU ARE DELAYED BECAUSE OF TRAFFIC, WEATHER, BREAK DOWN OR CONSTRUCTION. THIS IS CRITICAL!
6. FAX AND MAIL THE SIGNED BOL IMMEDIATELY. DO NOT HOLD UNTIL YOU GET A STACK TO MAIL THE ORIGINAL HAS TO BE RECEIVED BEFORE WE CAN INVOICE THE CUSTOMER SO WE CAN BE PAID. PACKING SLIPS ARE NOT ACCEPTED AS A BOL.

BELOW IS LIST OF ACTIONS, WHICH CAN BE TAKEN FOR THE VIOLATIONS:

1. IF YOU ARE TWO TO FOUR HOURS LATE ON DELIVERY, WE CAN DEDUCT UP TO 25% OF YOUR PAY FROM THE LOAD.
2. IF YOU ARE OVER FOUR HOURS LATE ON A LOAD, WE HAVE THE RIGHT TO TAKE 50% OF YOUR PAY FROM THE LOAD,
3. IF YOU ARE OVER FIVE HOURS LATE ON A DELIVERY THEN NO PAY, AND YOU CAN BE CHARGED ACCORDING TO OUR BROKERS FINE SCHEDULE. A FINE WILL NOT BE IMPOSED IF THE BROKER DOES NOT IMPOSE A FINE AND ACCEPTS THE EXCUSE TO BE LEGITIMATE.

YOUR CONTRACT CAN BE TERMINATED IF:

1. ACCEPTING A LOAD AND THEN BACKING OUT OF IT
2. INTENTIONALLY SITTING ON A LOAD, WHICH CAUSES THE FREIGHT TO BE LATE.
3. INAPPROPRIATE CONDUCT AND BEHAVIOR DIRECTED AT EMPLOYEES AND CUSTOMERS.
4. ALSO, IF DISPATCH CAN NOT CONTACT YOU OVER A PERIOD OF SEVEN DAYS

Driver Name: _____

Signature: _____ Date: _____

DRIVER EXPECTATIONS FOR CONTRACTING WITH

AMHAUL CORP

DRIVER MUST HAVE A VALID DRIVER'S LICENSE, A CLEAN DRIVER RECORD, A MEDICAL CARD, AND ANY OTHER DOT REQUIREMENTS.

DRIVER MUST PROVIDE A COMMUNICATION DEVICE SUCH AS A PAGER OR A CELLPHONE, DRIVER MUST CONTACT DISPATCH TWICE DAILY IF NOT DISPATCHED.

IF DISPATCHED, WE MUST KNOW YOUR EXACT WHEREABOUTS AT ALL TIMES, IN ORDER TO KEEP YOU BUSY. DRIVER IS REQUIRED TO RETURN PHONE CALLS ASAP, IN THE EVENT THERE IS A CHANGE OF PLANS OR AN EMERGENCY SITUATION ARISES.

DRIVER IS EXPECTED TO MAKE PICKUPS AND DELIVERIES ON TIME, ALL LOADS ARE GIVEN AMPLE TIME TO COMPLETE. DRIVER MUST NOT BE LATE.

DRIVER MUST REPORT PROMPTLY TO DISPATCH ANY AND ALL DELAYS, PROBLEMS OR SITUATIONS THAT IMPEDE HIM DOING HIS JOB PROPERLY. OUR CUSTOMERS REQUIRE THAT WE INFORM THEM OF ANY AND ALL DELAYS.

DRIVER MUST NOT CONFRONT ANY CUSTOMER DIRECTLY, CONTACT DISPATCH IMMEDIATELY.

A DRIVER CONTRACT WILL BE TERMINATED UPON THE THIRD UNEXCUSED TARDY PICKUP OR DELIVERY. ALSO, A DRIVER CONTRACT CAN BE TERMINATED IF DRIVER PERFORMANCE IS NOT SATISFACTORY.

A PROFESSIONAL APPEARANCE IS REQUIRED AT ALL TIMES while PERFORMING YOUR DUTIES WITH DKP GROUP LLC THIS INCLUDES SAFETY DEVICES, SUCH AS, STEEL TOE Boots, HARD HAT, GOGGLES AND EAR PROTECTION, LONG SLEEVED SHIRTS AND PANTS ETC. No TANK TOPS or SANDALS ALLOWED ON CUSTOMER PREMISES, YOUR APPEARANCE REFLECTS DIRECTLY ON THE COMPANY.

UNDER NO CIRCUMSTANCES ARE ANY DRUGS OR ALCOHOL ALLOWED WITHIN TWELVE HOURS OF POSSIBLE DISPATCH. FIRST OFFENSE MEANS INSTANT TERMINATION. THIS IS NOT ACCEPTABLE BEHAVIOR. FURTHERMORE, ANY DRUGS OR ALCOHOL FOUND ON COMPANY VEHICLES OR IN YOUR POSSESSION WHILE OPERATING ANY EQUIPMENT WILL RESULT IN TERMINATION AND A REPORT TO THE LOCAL AUTHORITIES, COMPANY POLICY AND DOT REGULATIONS REQUIRE THAT ALL EMPLOYEES BE SUBJECT TO PRE-EMPLOYMENT AND RANDOM DRUG AND ALCOHOL TESTING, ANY POSITIVE TESTS WILL RESULT IN IMMEDIATE TERMINATION.

THIS IS A TIME SENSITIVE BUSINESS, YOUR FUTURE WITH AMHAUL CORP IS DIRECTLY AFFECTED BY YOUR PERFORMANCE, BE COURTEOUS AND PROMPT AT ALL TIMES. THIS IS EXPEDITED FREIGHT DELIVERY, OUR GROWTH AND YOURS DEPENDS ON YOUR COMPLETE PARTICIPATION AND COOPERATION. THIS INSURES SATISFIED CUSTOMERS, WHICH INSURES GROWTH BOTH FOR AMHAUL CORP AND ALL CONTRACTORS.

