

M&A EXPRESS TRUCKMG LLC.

INDEPENDENT DRIVER AGREEMENT

This Agreement, is made and entered into this _____ day of _____, in the _____, State of OH, between _____ (hereinafter referred to as "Company") and between _____ (hereinafter referred to as "Contractor"):

1. **Purpose**

The sole purpose of this Agreement is to lease the services of the Contractor for a truck and any additional equipment (hereinafter referred to as "Equipment") owned by the Company.

2. **Effective Date**

This Agreement shall become effective upon its execution by the parties and shall remain in effect until its termination.

3. **Termination of the Agreement**

This Agreement may be terminated upon:

- (a) material breach of any term of this Agreement by either of the parties if the non-breaching party then chooses to terminate this Agreement and states so in writing,
- (b) mutual agreement by both parties to terminate this lease, or
- (c) cancellation of this Agreement by either party if the other party is so notified in writing at least two weeks prior to the effective date of the cancellation. In the event of termination of employment prior to the two-week notice, the driver will be liable to pay a termination fee to the employer in the amount of \$1000.00 one thousand dollars.

Upon termination of this Agreement, Company may defer the final settlement with Contractor for the period of 45 days from the date of termination. During said 45 day period, Contractor shall not bring or cause to be brought any action at law or in equity against Company by reason of any claims or disputes arising out of this Agreement.

4. **Maintenance and Operation**

(a) The Company shall provide Contractor with a tractor for Contractor's exclusive use under the terms of this Agreement. The tractor and any additional equipment shall be in good, safe and working order and in complete compliance with DOT, UCR, and any other state and federal rules and regulations. The Company shall be responsible, subject to the provisions of Paragraph 6, *Contractor's Liability for Loss and Damages*, for the maintenance and operational costs of the Equipment including costs of fuel, oil changes, parts, repairs, tires, safety equipment, license plates, permits and fuel taxes.

(b) Contractor shall not without Company's consent make any repairs or have any maintenance work done on the Equipment, contract to transport any commodities through independent brokers, or charge any expenses to the Company.

(c) Contractor shall be responsible for delivering the loads on timely basis and in good condition, loading and unloading any assigned trailers, keeping the tractor clean at all times and operating the tractor in safe and careful manner. Any payment made by a third party for loading or unloading shall be paid in its entirety to the Contractor.

(d) The Company shall select all dispatched loads for the Contractor to complete. This shall be done taking into consideration the Contractor's need for off-duty time due to 70 hr/8 day rule or Contractor's personal circumstances.

(e) The Contractor shall comply with all federal, state and local laws and shall be solely and fully responsible for all expenses and fines incurred for disobedience of any law including, but not limited to, any overweight and overlength and traffic violation fines. Violations of any state, federal, or local laws shall constitute material breach of this Agreement and may be grounds for termination of this Agreement by the non-breaching party.

(f) The Contractor shall notify the Company of all detention and layover occurrences for which the Contractor will be reimbursed when full payment is received from the customer. In addition all lumper, loading and unloading chargers must be accompanied by a receipt, attached to the proper paperwork and paid only when full payment is received from the customer.

(g) The Contractor shall be responsible for any personal expenses and supplies including, but not limited to, food, shelter, clothing and tools.

(h) The Contractor shall report all accidents involving the Equipment to the Company as soon as practicably possible after their occurrence.

(i) The Contractor shall not allow any passengers to ride in the tractor or trailer unless authorized in writing by the Company. Furthermore, the contractor and the

passenger shall submit a fully executed Passenger Authorization and Release of Liability from the Company for prior approval.

5. Compensation for Contracted Services

The Company shall compensate Contractor based on all dispatched miles according to PC Miller V.12 (or most current Version) short miles, at the rate of

- (a) \$ _____ per mile starting with the effective date of this Agreement,
- (b) \$ _____ per mile starting at the end of a full calendar month during which the

Contractor at all times completely fulfilled all the responsibilities specified under Parts (b), (c), (e), (f), (g) and (h) of Paragraph 3, *Maintenance and Operation*.

6. Contractor's Liability for Loss and Damages

In case of any accident or any damage resulting from Contractor's error or negligence in the operation of the Equipment, the Contractor shall be fully responsible and shall indemnify the Company against any expenses. However, such liability shall not exceed the insurance deductible of \$1,000.00 in relation to any Equipment loss or damage and \$1,000.00 in relation to any cargo loss or damage.

7. Employment and Related Taxes

The Contractor, as a self-employed independent contractor, shall be solely responsible for all Social Security, Unemployment, Federal and State Assessment, Workers' Compensation and any other applicable federal, state and local payments and taxes required in relation to the compensation received under this Agreement.

8. No Waiver

Neither the failure of either party to insist upon the performance of any term of or to exercise any rights conferred by this Agreement shall be construed as waiving any such term or right.

9. Severability

Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such prohibition or invalidity of any portion of this Agreement shall not affect the validity of the remaining portions.

10. Complete Agreement

This Agreement contains the entire understanding between the parties and supersedes any prior agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be modified except by a writing signed by both parties.

11. Governing Law and Venue

The laws of the State of Illinois, including the laws regarding conflict of laws, shall govern this Agreement and any related dispute. Any legal action by either party concerning this Agreement shall have venue in and all parties shall submit to the personal jurisdiction of the Circuit Court of Cook County, Illinois. The Company and the Contractor waive trial by jury in any action arising under this Agreement.

In witness whereof, the Carrier and Driver do hereby sign this agreement on this _____ Day of _____, 20____ @ _____ (am) (pm), which date and hour shall be effective.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THEM.

Name of Driver (print)

M&A EXPRESS TRUCKING LLC

Address of Driver

Carrier Representative

Driver Signature

Title