***Dino’s Brokerage LLC.***

***Subhaul Agreement***

***Dino’s Brokerage LLC***, hereinafter referred as “Carrier” desires to secure the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Subhauler”, for the Transportation of rock, gravel, sand, earth, cement, asphalt and other similar materials, and Subhauler desires, as an independent contractor, to so act and perform.

 Now, Therefore, in consideration of the mutual promises herein contained the Carrier and Subhauler agree as follows:

1. SUBHAULER’S REPRESENTATIONS AND WARRANTIES
2. Subhauler is a motor carrier and owns \_\_\_\_\_\_ trucks used in the

Conduct of Subhauler’s business and Subhauler will maintain said equipment in compliance with the requirements of all regulatory bodies at all times while providing services covered by this Agreement.

1. Subhauler is the holder of all Federal, State, County, or City certificates, permits registrations, authorizations and licenses which are required or necessary for the conduct of business by this contract; Subhauler will continue to hold such certificates, permits, and licenses in full force and effect at all times while providing services by this agreement.
2. Subhauler has Worker’s Compensation coverage for Subhauler’s employees, if any, and Public Liability and Property Damage Insurance to the minimum amount of $1,000,000.00. CSL, and will continue such coverage and insurance in effect while providing services covered by this agreement. Subhauler will furnish to Carrier satisfactory evidence of such coverage upon reasonable request by carrier and list of all identified and unidentified equipment covered by said insurance.
3. Subhauler is an independent contractor and shall provide services covered by this Agreement only as an independent contractor, and not as an employee carrier.
4. Subhauler recognizes that neither Subhauler nor Subhauler’s employees are eligible for coverage under any Worker’s Compensation policy held by carrier and Subhauler recognizes that he is not entitled to make any claim with respect to any Worker’s Compensation Policy held by Carrier. Subhauler further recognizes that he is not entitled to any State or Federal unemployment or social security benefits.
5. Subhauler shall have Carrier named as an additional insured on all insurance coverage’s required by law for the services to be performed pursuant to this agreement and shall produce evidence thereof to Carrier upon Carrier’s request; Subhauler shall insure that said insurance coverage’s may not be cancelled by any party thereof for any reason without ten (10) days prior notice to Carrier.
6. By agreeing to provide services requested by Carrier, or by undertaking such services, Subhauler warrants that all conditions precedent in Section 1 of this Subhaul Agreement have been satisfied and remain effective for the duration of Subhauler’s provisions of services pursuant to this Agreement. Subhauler shall indemnify Carrier for any and all damages resulting from breach of this warranty.
7. TERMS AND CONDITIONS OF TRANSPORTATION SERVICE:
8. From time to time Carrier shall request Subhauler to provide service and upon request Carrier shall notify Subhauler of material to be transported and/ or of the time and location of the place to load same for Shipper all within a reasonable time prior to the required delivery time, and thereafter Subhauler will without delay cause said property of Shipper to be transported as directed by Shipper.
9. Carrier shall have no control over the persons or operation of equipment used or employed by Subhauler in providing services under this Agreement.
10. Subhauler will employ capable and responsible person to operate Subhauler’s equipment safely and expeditiously, will maintain Subhauler’s equipment so as efficiently perform the services required, and will supply at Carrier’s request any information required of Carrier by law of Subhauler or its employees.
11. Subhauler shall provide services under this agreement in accordance with all applicable state and federal safety regulations.
12. Subhauler shall maintain and operate Subhauler’s equipment at Subhauler’s sole expense and shall pay any and all charges arising there from including, but not restricted to, labor, fuel, repairs, that if the Carrier pays such expense on behalf of Subhauler, Carrier may deduct the amount of such expenses, plus a service fee of ten percent (10%) form any amount due to Subhauler from Carrier.
13. Subhauler shall be solely responsible for compensation any persons, including but not limited to, employees, agents, and independent contractors, engaged by Subhauler in connection with services performed pursuant to this agreement, and shall be responsible for all applicable payroll taxes and employment benefits for his employees.
14. Subhauler shall pay all fees, licenses, taxes and fines necessary or incidental to the performance of services performed.
15. Subhauler agrees and understands that Carrier requires that the billing, accompanied by the signed copies of the shipping documents (freight bills), to be submitted to Carrier on a **DAILY BASIS** and that any billing received after the 3rd of the month following that month in which the hauling was performed will be paid as though the hauling was actually performed in the month the billing was received.
16. Subhauler agrees and understands that improper, unsigned or incomplete freight bills or billing presented may be returned by Carrier by mail for corrections and may result in late presentation of freight bills. Such late billing will be treated as described in paragraph H of this agreement.
17. TERMS AND CONDITIONS OF PAYMENT:
18. Carrier will compensate Subhauler for services performed under this Agreement, a sum equal to 95% of the applicable rate for the specific haul; provided however, Subhauler hereby authorizes Carrier to deduct from such amounts any amounts owed by Subhauler to Carrier including but not limited to:
19. Any amounts for repairs, maintenance, fuel, oil, labor, or tires, or merchandise provided by carrier to Subhauler or to Subhauler’s employees.
20. Any amounts for taxes advanced by Carrier on Subhauler’s behalf.
21. Any amounts for which the Carrier may be liable by failure of Subhauler to conform to the terms of this Agreement.
22. If Carrier rents trailing equipment to Subhauler, any amounts for such trailer rental (the terms and conditions for such trailer rental shall be set forth in a separate Agreement and attached hereto).
23. A service fee of ten percent (10%) on any repairs, parts or services charged on Carriers accounts at the request of Subhauler or his employees.
24. Carrier shall pay Subhauler the amount specified in section 3 (A) of this Agreement, less any deductions authorized by this Agreement on or before twenty-fifth day (25th) of the calendar month following the month in which Subhauler completed the services agreed to be performed and delivered to Carrier the receipted bills of lading and signed copies of the shipping documents related to such services.
25. EFFECTIVE DATE OF AGREEMENT

This Agreement will commence on the date that it is signed by both parties and shall continue until terminated, This Agreement may be terminated upon ten (10) days notice by either party.

1. AMENDMENTS

This Agreement can only be amended or changed in writing executed by all parties.

1. INDEMNIFICATION

Subhauler shall and does hereby indemnify, and hold harmless Carrier from any loss, liability, damage or expense including reasonable attorney fees which Carrier may suffer or incur from any act or omission of Subhauler, or because of the failure of Subhauler’s insurance carrier to defend any action against Carrier or settle any judgment against Carrier arising out of any action, incident or other happening. This holds harmless Agreement shall apply as a separate and distinct Agreement and shall not be limited by the provisions of any insurance policy held by of for Subhauler.

1. VALIDITY OF AGREEMENT

If it shall subsequently be determined by a court of competent jurisdiction that any portion of this Agreement is void, voidable or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. This Agreement will be constructed in accordance with the laws of the State of California.

Executed in duplicate this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20 \_\_\_\_\_.

Carrier: Dino’s Brokerage LLC.

 13151 Van Nuys Blvd.

 Pacoima, CA 91331

 818-897-0203

 818-897-3243 Fax

 CA# 0122993

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subhauler: Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**exactly as on your DMV CA Permit**)

 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ zip:\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Drivers license #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I further state that I have read the above and acknowledge the receipt of an exact copy.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Dino’s Brokerage LLC.***

***Workers Compensation Exemption***

If you employ one or more persons in your Carrier operations, you must provide DINO’S BROKERAGE LLC, with current certificate of insurance for Workers Compensation.

If you ***do not*** employ any persons in your Carrier operations, you must complete the Workers Compensation Exemption below and return it to DINO’S BROKERAGE LLC., If your status ever changes you must notify DINO’S BROKERAGE LLC, with the correct information, that being either a current certificate of insurance or exemption for Workers Compensation.

**WORKERS COMPENSATION EXEMPTION**

I Certify under penalty of perjury under the laws of the State of California that I, as a Motor Carrier of property do not employ any persons in a manner so as to become subject to the Workers Compensation laws of California.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Dino’s Brokerage LLC.***

***Certification of Owner-Operator Status***

A owner-operator as defined in the CVC Section 34624 (b), As used I this Section and in Sections 1808.1 and 34501.12, an owner-operator is a person who meets all of the following requirements:

1. Holds a Class A or Class B driver’s license or a Class C license with a hazardous materials endorsement.
2. Owns, leases, or otherwise operates not more than one power unit and not more than three towed vehicles.
3. Is required to obtain a permit as a Motor Carrier of property by the department under this division.

I Certify that ***I AM \_\_\_\_\_ AM NOT*\_\_\_\_\_** An owner-operator as defined above.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Dino’s Brokerage LLC.***

***Subhauler Certification of Participation in***

***a Controlled Substance and Alcohol testing program***

This is to certify that at all times while being a Subhauler for DINO’S BROKERAGE LLC, That I/we will participate in an approved controlled substance and alcohol testing program that meets the requirements of Title 49 CFR, PART 382, and i/we further certify that a copy of my/our Drug and Alcohol policy and report records appear as part of business record at the address below.

Drug and Alcohol certificate number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

