

Accelerated Services, LLC Sub-Contractor Agreement

This agreement is entered into this _____ day of _____, between **Accelerated Services, LLC**, hereinafter referred to as Contractor and _____ hereinafter referred to as Carrier (AKA Sub-Contractor). The terms and conditions shall be as follows:

ALL TRIP-LEASED LOADS REQUIRE THE FOLLOWING ITEMS TO BE COMPLETED PRIOR TO CARRIER RECEIVING PAYMENT:

1. All drivers are required to count and **verify all VIN numbers** for the shipment before loading. Before loading, the driver must notify Contractor, if any discrepancies are found. Contractor will not be responsible for any shortages, loss or damage to the shipments transported by Carrier, and Carrier's liability for cargo damage will be that of a common Carrier with no limits of liability applying. At delivery, Carrier agrees to have its drivers obtain a signed bill of landing or delivery receipt (**with clear date and the printed name of recipient**) from the consignee, and fax signed (with recipient's printed name) bills of landing to Contractor. Failure to do so may result in an additional twenty (20 %) percent retention of the contracted load rate.
2. Carrier shall look only to Contractor, and not to the involved shipper, consignee or customer of Contractor, for payment of Carrier's freight charges under this Agreement. Contractor shall be entitled to deduct any loss, shortage or damage claim from any freight charges that may be owed to Carrier.
3. Contractor requires that Carrier or its drivers contract Consignee 24 hours before delivery to arrange inspection and delivery during normal receiving hours. Carrier or its drivers shall report all delays in deliveries immediately to Contractor or pay an additional ten (10%) penalty.
4. By signing below, Carrier warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and that it holds liability insurance for at least \$1,000,000.00 and cargo damage insurance of at least \$250,000.00 or more if necessary to adequately insure the cargo.
5. Carrier agrees to indemnify Contractor and to hold Contractor harmless as follows: a) for loss of, or damage to Carrier's equipment; b) for loss resulting from injury, including death, sustained by Carrier or by any employees of Carrier, or by any other person while acting in the capacity of the driver or helper in connection with the operation of the equipment utilized herein including the payment by Carrier of any workmen's benefits, unemployment compensation benefits, as well as any additional benefits paid under "No Fault" and "Personal Injury Protection" laws in any state, c) for bodily injury, property damage, or cargo loss or damage including the defense of lawsuits therefrom arising out of the maintenance, use, or operation of the motor vehicle equipment utilized by Carrier herein, and d) for any loss or damage sustained by Contractor as a result of the negligence, incompetence, or dishonesty of Carrier or Carrier's agents or employees. Carrier shall pay costs, expenses and attorney's fees which may be expended or incurred by Contractor in remedy or Contractor against the Carrier or in any litigation brought against the Contractor because of any act or omission of Carrier under this agreement.
6. The relationship of Carrier and Contractor shall at all times be that of independent contractor.
7. Upon completion of loading, drivers are to fax a bill of landing and inspection report to Contractor at 720-200-3101. If any damage is noted on a vehicle, it must be noted and signed for (as applicable) before moving the vehicle from its location or the vehicle being removed from the auction (in this instance, note damage on the reverse of gate pass).

8. **CARRIER MUST DELIVER ON A CONTRACTOR BILL OF LANDING.** Bills of landing **must** include the following information, unless otherwise instructed by Contractor: Year, Make, Model, last eight of vehicle identification number, shippers signature, date of pickup, Contractor Load/BOL number and expected delivery date. All billing invoices must include Contractor load numbers.
9. Any damage noted by Carrier needs to be reported to Contractor, as soon as feasibly possible. Further, Carrier must advise Contractor, if damage is transport related or was noted at time of pre-loading inspection. Delivery of all vehicles must be during normal operating hours, unless otherwise authorized by Contractor. **All delivery invoices must have the printed name and signature of the receiving party as well as the date.** Carrier accepts any damage not signed for or noted sufficiently at the time of pickup. If Contractor authorizes an after hours delivery, vehicles will be dropped "Subject to Inspection" and Carrier accepts responsibility for any damages not properly documented at time of pickup.
10. Please have checks for COD loads made payable to Accelerated Services, unless previously arranged with Contractor. If COD, Carrier will receive payment upon receipt of required paperwork (excepting transport damage, which will be made upon settlement of damage claim).
11. **CARRIER'S equipment only** is to transport the freight contained herein. Carrier is not to broker this freight without pre-approval by Contractor.
12. Carrier agrees that this agreement supersedes any other document and any litigation will take place in the County of Arapahoe and State of Colorado.

Contractor will not pay invoices received from Carrier without the above-mentioned items. It is the Carrier's responsibility to provide this information in a timely fashion. Carrier will not be paid until Contractor is paid. Attention to all of the above will speed this process.

PLEASE SIGN AND FAX BACK TO Accelerated Services LLC at 720-200-3101.

Carrier Name (print) _____

Carrier Signature _____