

BFI INDEPENDENT CONTRACTOR AGREEMENT

Company: BFI Truck Lines LLC DBA BFI Hotshots

This agreement is made between the contractor as stated below and the Company as stated above. The company is to be referred to as **BFI Truck Lines LLC DBA BFI Hotshots** registered at **2600 E Southlake Blvd Ste 120199, Southlake Texas 76092. Paul J. Brown Jr.** will be hereafter known as the Director.

It is understood that the Contractor will be an **INDEPENDENT CONTRACTOR** and not an employee of **BFI Truck Lines LLC nor any of its affiliates**. The Contractor acknowledges and agrees the Company will have neither responsibility nor liability for any actions taken or provided by the Contractor not limited to Contractor's income taxes or social security tax. The Contractor will maintain his/her own tax and social security records and pay his/her own liabilities. Insurance and/or all other benefits of any nature is also the responsibility of the contractor.

For valuable consideration, the Company and Contractor agree as follows:

1. The Contractor agrees to perform this work in an ethical, legal, and workmanlike manner according to standard practices in the industry. The contractor agrees to indemnify the Company harmless from any claims or liability arising from the Contractor's work.
2. This Contract is considered an **"At Will"** contract and can be terminated upon written notification by either party. All client files along and their entire contents delivered to the Company will be considered **"PROPERTY"** of the Company and will remain property of the Company if either party terminates this contract. All Company techniques, programs, niches, strategies and ideas are property of the Company and are not to be used or distributed once contractor is no longer part of the Company; or legal actions can and will be pursued.
3. The Company will not be responsible for any costs, expenses, charges, fees...etc...associated with any of the Contractors operating equipment, included but not limited to: Truck, Trailer, Securement Items and any / all personal belonging. The Company will provide liability and cargo coverage only for all drivers that meet our insurance carriers requirements. The contractor is responsible for their own physical damage policies.
4. No modification of this Contract will be effective unless it is in writing and is signed physically or electronically by both parties. This contract binds and benefits both parties and any successors. Time is of the essence to this contract. This document and attachments, is the entire agreement between the parties. The laws of the state govern this Contract. Items provided to the Contractor to increase business and to use as business tools such as email addresses, stationary, keys and any items of that nature deemed correct by the Company is to be relinquished at the time of separation and are to be deemed property of the Company. New company policies and procedures may be implanted by the Director at anytime without written approval of the Contractor or any other parties.
5. Additional addendums may follow

By Contractor:

Print Name _____

Signature _____

Date: _____

By Director:

Print Name _____

Signature _____

Date: _____

BFI Policy Addendums

Please review and initial each paragraph

A: Speed

X_____ Driver agrees to operate the tractor /trailer at a max speed of 60 miles per hour under normal operating conditions. Driver is expected to drive an average of 600 miles on “Drive Only” days and 300 miles on “Loading / Unloading” days on average.

B: Weight & Scales

X_____ Driver is 100% responsible for the accuracy of the weight of the laden tractor / trailer. It is the responsibility of the driver to ensure the laden weight is in compliance with FMSCA, DOT, State, Federal and Carrier Regulations. The total weight of the laden tractor / trailer may not exceed 43,000 pounds. Driver is responsible for all fines, citations and tickets occurring from the tractor / trailer being overweight. BFI will reimburse the driver up to \$10 per scale ticket purchased to verify the weight accuracy.

C: Citations, Tickets, & Fines

X_____ Driver is 100 % responsible for all tickets, citations and fines received while operating the tractor / trailer including but not limited to: Parking Violations, Speeding, Drug or Alcohol Related Issues, Log Book Violations, Moving and Non Moving Violations and or Accidents, weather related or not. Driver will not be held financially responsible for citations received for repairs to be completed on the tractor / trailer.

D: Accidents and Damage

X_____ Driver is 100% responsible for any damages caused to any property or loss of any property while under operation / possession including but not limited to: Damage or loss incurred to any property owned by or in possession and supervision of BFI Truck Lines LLC and / or property belonging to others parties involved. Driver will be responsible to pay any insurance deductibles arising from an incident, not to exceed \$1000 per policy type / endorsement.

E: Company Costs

X_____ The Company will cover the costs or Fuel, Liability and Cargo insurance, Apportioned Registration, IFTA Fuel Taxes. Drivers may be charged back a fuel deficit if driver routinely exceeds the allotted fuel expense for the trip or run that he / or she is currently assigned to. Exceptions to t rule will be stated in the contract.

F: Supplies and Operating Cost

X_____ Driver will be reimbursed 100% for the authorized purchase of any company related operating cost or supplies including but not limited to: Scale Weight Tickets, Lumper Fees, Service Calls, ATM Fees, Permits, Passes and Toll Fees. Toll fees must have occurred due to a toll road being designated as the route of traveled designated by BFI Management. Toll Fees incurred on non designated routes will not be reimbursed. BFI will not reimburse food, drink, shower or the purchase of other non authorized personal items. Any purchases not authorized before purchased may not be reimbursed. Receipt or proof of payment is required for all reimbursements

G: Fuel Usage

X_____ Fuel is not to be purchased without the authorization of BFI Transportation. Any fuel purchases made by the driver and not authorized by BFI Truck Lines LLC are subject to be deducted from the driver's payroll. Driver is to maintain a Mile Per Gallon Rating of 9.0 + MPG rating. The rating can be obtained by not traveling at speeds of more than 60 for avoidable sustained periods of time. Driver will be provided a fuel allotment for each run and may not exceed the allotted fuel amount without written consent from BFI Management. Consistent abuse of this policy can and will lead to fuel overage deduction withheld from driver settlement pay.

H: Drug & Alcohol Policy

X_____ Driver understands there is zero tolerance policy for drug and alcohol use and will be terminated immediately upon violation.

I: Paperwork / Documents

X_____ Driver must deliver paperwork / documents to the requested parties or he / she will be subject to penalties and fines. Paperwork includes but is not limited to: Originals and Copies of Bills of Laden, Delivery Conformations, Lumper Receipts, Fedex Documents, Citations, DOT Inspections, Permits, Purchase or Rental Receipts, Scale Tickets, Log Books, Transflo and all other requested documentation.

J: Notifications:

X_____ Driver must notify BFI Management of all arrivals and departures of loads/ shipments assigned. Driver must notify BFI Management of any issue work related within 60 minutes of occurrence. Driver must comply with all notification requests including but not limited to the ones listed above.

K: Maintenance

X_____ Driver is responsible for performing maintenance tasks while in operation / possession of the tractor /trailer including but not limited to the daily review of: Tire Pressure, Fluid Levels and other function or non functioning parts of the tractor / trailer

L: Load Securement

X_____ Driver is responsible for the proper securement and safe transit of each load / shipment laden the tractor / trailer. Driver may use load locks, straps, load bars or any safe method the driver deems fit to safely and legally secure the load/shipment. Driver is 100% financially responsible for any damage cause to a load or shipment while it is in transit or stationary position while the tractor / trailer is in operation / possession of the driver.

M: Appt Times

X_____ Driver agrees to keep all arranged appoint times for all load / shipments or fines will be enforced.

N: Resignation

X_____ Driver must give a 7 day verbal or written notification of resignation and must be confirmed by BFI Management to be accepted. If driver fails to give such resignation, driver may be subject to penalties and fines not to exceed \$1000. Upon

resignation, driver is to return all property and / or documents issued to him / or her in good working condition. The condition of the returned property is at the digression of BFI management.

O: FMCSA & Other Governing Bodies

X_____ Driver must comply with all FMCSA, State, Federal, Insurance and all other governing bodies that provide laws and or regulations for this industry.

P: Current Documents and Registrations

X_____ Driver agrees to keep all needed documents current including but not limited to: Commercial Drivers License and DOT Physical Cards.

I understand that the violation of any of the above mentioned parameters will result in penalties and fines which will be deducted directly from due payroll or billed directly to the driver. Any outstanding penalties or fines my lead to legal action including but not limited to Theft Of Services or Theft Of Goods Charges. By affixing my signature below, I agree to the above stated conditions and regulations.

Q: Insurance Surcharge

X_____ If information found in drivers DMV, CLUES or other reporting agencies leads to an increase in the company insurance policy, the driver is responsible for the increase in premium over the base rate of \$6000 per year and will be deducted from weekly pay.

R: Driver Negligence

X_____ Driver is to be held financially liable for all loss income and or expenses incurred to/by the company due to driver negligence including but not limited to; Out Of Services Violations, Excessive Maintenance and Repair Costs and any other instances deemed liable by the company. Fines will be enforced.

S: Driver Pay Periods

X_____ Driver will be compensated approximately 72 hours from the time the proof of delivery (final bill of laden) is accepted and approved by BFI Truck Lines and its affiliates. Any advances taken prior to the pay period will be deducted from any funds due.

R: Driver Pay Amounts

X_____ Driver will be compensated based on the run / loads / shipment assigned. Driver pay amounts will be based on the driver availability, equipment type and capacities and compensating factors. Fair and Equitable compensation will be awarded to each driver weekly. Fair and Equitable compensation is to be considered \$1500 to \$2000 net pay weekly for drivers with maximum availability, equipment and able to meet stated appointment times.

Driver Print Name _____

Driver Signature _____

Date _____