

UNIT # _____

AGREEMENT

This agreement made this day of _____ A.D: 20__ by and between **Armours Helping Hands** hereinafter referred to as "**Company**" (an authorized interstate carrier) and _____ " an **Independent Contractor**, hereinafter referred to as "**Contractor**" (the owner of the equipment): Federal I.D.#/SS.#: _____

WITNESSETH

WHEREAS, Company is a motor carrier authorized to engage in the transportation of general Commodities hereinafter referred to as "property" in Interstate and foreign commerce: and.

WHEREAS, Contractor is the other of certain motor vehicle equipment as more particularly described in "Exhibit A" attached hereto: and

WHEREAS, the parties are desirous of entering into an agreement whereby Contractor provides to company equipment and drivers to haul property for Company.

NOW, THEREFORE, in consideration of the mutual promises contained it is agreed between the parties as follows:

1. Contractor hereby agrees to provide to Company for use in Company's business the equipment described in Exhibit "A" with drivers for such equipment at the rates set forth in Exhibit "8" and under the terms and conditions set out herein.
2. All drivers of Contractor shall meet the qualifications for drivers established by the FMCSA and the U.S. Department of Transportation.
3. In order to comply with federal and state laws and regulations. Contractor's equipment shall display such identification as required by all applicable laws and regulations which identification shall be supplied by Company and shall be removed and returned to Company at the termination of this Agreement by Contractor.
4. Contractor acknowledges that he is an independent contractor and not an employee of Company and that any driver supplied by Contractor will be an employee of Contractor.
5. Contractor is familiar with and will obey and observe during the term hereof all applicable federal, state and local laws and regulations governing the operation of the equipment provided herein.
6. Contractor will promptly file with Company all log sheets, physical examination certificates, accident reports and other reports, documents and data required by law.
7. Contractor shall comply with all state weight, length and height laws and will not accept loads in excess of the legal limits allowed by states through which the equipment must travel and will do nothing that will jeopardize Company's license.
8. Contractor agrees that Contractor or Contractor's employee(s) shall operate the equipment in a safe and lawful manner at all times.
9. Contractor shall provide worker's compensation coverage for Contractor and Contractor's employees and will hold Company harmless from and against any claims, costs, liability or damage arising out of Contractor's failure to provide such coverage.
10. Contractor shall pay all State and Federal Highway Use Tax and Road Tax and the Contractor upon request shall show proof to company of payment of such taxes.
11. Contractor authorizes Company to reimburse **Comdata** for any advances **Comdata** makes to Contractor by making deductions from Contractors weekly settlement including costs and administration fees.
12. Contractor agrees that the Company may deduct from remuneration due Contractor under the compensation schedule provided herein, any and all amounts required to be paid by the Company as a result of a default by the Contractor in compliance with any of Contractor's obligations under this Agreement including without limitation all items indicated in Exhibit "B".
13. Contractor during the term hereof, accepts all risks for depreciation loss or damage to said equipment: agrees to pay all operating and maintenance costs, including but not limited to permits license plate fees, fines, fuel, fuel taxes, calls, empty mileage, tires, lubricants, ferries, and agrees to keep and maintain the equipment in good condition as to mechanical repairs physical appearance and good running order in order to meet and pass the inspection and approval of the DOT and the States.
14. Contractor hereby agrees to promptly pay Company all costs charges of losses suffered or incurred by Company due to Contractor's breach of any term covenant or provision of this agreement and Contractor guarantees payment of any excess of any such amounts over any amounts held by Company. Contractor hereby authorized Company to withhold up to two (2) weeks' of payments due Contractor, from Contractor's payments hereunder and Company may retain such amount to indemnify itself from and against any and all losses suffered by it as a result of Contractor's breach of any of the terms or provisions of this agreement. Contractor further agrees that the amount of such retain age held by Company may be retained by Company without prejudice to any other rights in law or equity which Company might have as a result of breach of this agreement and until Contractor fully performs each and every of Contractor's obligations hereunder.

If Contractor does not keep Contractor's equipment operating as required hereunder for the full period of this agreement the minimum fee paid to any regulatory agency to certify Contractor's equipment shall be paid by Contractor or may be deducted by Company for the pay withheld.

- A. All funds may be applied against any and all losses suffered by Company as a result of Contractor's breach of any terms or provisions of this agreement including but not limited to failure to return any equipment regulatory cards and/or plates failure to remove Company's name and/or permit numbers from Contractor's equipment: and any loss or damage to cargo or equipment.

- B. Upon expiration or termination of this agreement, Company may withhold payment of any balance remaining in the escrow fund until the Contractor returns to the Company all identification devices belonging to the Company or containing the Company's name and/or permit numbers; submits to the Company the necessary delivery documents, log books and other paper work required by Shipper for company all Comdata fuel or other credit cards: and repays to the company all monies due.
15. If Contractor breaks down under a load. Contractor agrees to pay all cost of Company to pick up and complete prompt delivery of the load. Provided however, the Contractor is not required to purchase or rent any products equipment or services from the Company.
 16. Contractor as an independent contractor shall be liable for and pay all taxes and withholding for income taxes for State, Local and Federal and Social Security Taxes, Worker's Compensation. Federal and State unemployment Taxes for himself and for any of Contractor's employees. Company shall deliver to Contractor a 1099 for all payments made to independent contractor.
 17. Company shall pay Contractor weekly and within fifteen (15) days after receipt by the company of the necessary documentation and other paperwork concerning the trip(s) in the service of the shipper. The necessary documents to be provided by the Contractor shall include by way of example and without limitation Bills of Lading, Delivery Receipts, Driver's Logs, Fuel Receipts, and other necessary documentation required by applicable DOT and State rules or regulations.
 18. Company shall furnish the public liability property damage and cargo insurance and fees for certificates for the protection of the public as required by all federal and state laws and regulations and will charge contractor for such costs. Bobtail insurance shall be provided by Contractor with the Company named as an additional insured in the amount of \$100,000 - \$300,000. Contractor will pay or Company shall deduct from Contractor's settlement the first \$2,000 of any cargo or property loss or damage as a result of any accident or cargo claim whether covered by Company's insurance or not Company shall provide Contractor with an itemization of such deductions.
 19. If this agreement is terminated for any reason by either party in addition to any other remedies and without prejudice to any other claims, remedies or causes of action which Company may have, the cost of any certificates Or permits incurred by Company shall be paid by Contractor.
 20. Contractor and Company agree that Company shall not determine the manner, method or routes to be utilized by Contractor in delivery of trailers to be hauled pursuant to this Agreement and that contractor's sole responsibility shall be to pick up and deliver the trailer to the specifications of the shipper.
 21. It is understood that any claim for compensation whether or not under this Contract shall be presented in writing within thirty (30) days from the date of occurrence of the event or performance of the services giving rise to such claim or be forever barred. Failure to submit a claim for compensation within thirty (30) days after the occurrence of the event or the performance of the services giving rise to such claim occurs shall preclude any such claim from being presented by Contractor thereafter which claims are hereby waived.
 22. This agreement shall be in effect for one (1) year and automatically renew for additional one year terms. Either party may terminate this Agreement at any time by giving written notice by mailing to the other party at the address listed below or by personally delivering to the other a written notice of termination. Termination shall be effective either upon receipt of the notice of termination from the other party or at such later date as may be specified in that notice.
 23. This agreement may be terminated by either party upon failure of either party to pay, observe or perform any term, provision, covenant or obligation required to be paid. Observed or performed by either party under the terms of this agreement. If at the time of any such cancellation or termination of this Agreement there are monies owed to Company the Company shall have a lien against the equipment and further shall have the right to retain and operate the equipment until such amount has been paid in full. Final settlement and payment of any sum or sums due shall be made on or before fifteen (15) days from the date of termination of this agreement provided Contractor completes and delivers to Company all settlement paperwork and so long as Contractor is not in default under any term provision or covenant of this Agreement, and provided all trailers, permits, plates, identification signs and other company documents have been returned to Company.
 24. (a) Contractor and Company agree that any action at law or in equity with regard to this Agreement or with regard to any rights, claims, payments, duties or liabilities thereunder or regarding the interpretation or construction of any terms of this Agreement, shall be governed by the laws of the State of Ohio, and any dispute hereunder shall be brought in a court of competent jurisdiction in Hamilton County, Ohio.
(b) In the event that Contractor files an action against Company in any court other than in Hamilton County, Ohio, Contractor agrees to reimburse Company upon demand, for Company's attorney fees and expenses which it incurs in seeking transfer of such action to Hamilton County, Ohio, regardless of which party prevails in the action.
 25. This agreement is executed in triplicate: One copy is kept by Contractor, one copy by the Company and one copy is placed in the equipment.
 26. This Agreement shall become effective upon Company's acceptance of the equipment and its signature and acceptance of the agreement in Cincinnati, Ohio. When possession of equipment is surrendered by Company to Contractor, Contractor shall furnish a similar receipt to Company.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written, at _____

WITNESSES:

(Signature)

(Contractor's Printed Name, Title)

(Contractor's Signature)

(Address)

(City, State, Zip)

Armours Helping Hands

(Signature)

By: _____
(Company Signature)

EXHIBIT "A"

<u>UNIT#</u>	<u>YEAR</u>	<u>MAKE</u>	<u>TITLE</u>	<u>SERIAL#</u>	<u>WEIGHT</u>	<u>LICENSE#</u>	<u>STATE</u>

EXHIBIT "B"

Total payment for services rendered, and rental benefits due LESSOR for the use and rental of the equipment and driver herein described shall be as follows:

WITNESSETH

WHEREAS, Lessor and Lessee entered into an Owner-Driver Lease Agreement, date _____, 20____, and, NOW THEREFORE, the parties agree as follows:

All loads moved are paid, as agreed upon per trip.