



Hauler Summary and Check List

Hauler Name: _____

Address: _____

Dispatch Telephone Number: _____

Truck Number	Body Style (steel/aluminum/demo)

- ☐ Completed W-9
- ☐ Certificate of Insurance with Williams Trucking Company as Additionally Insured, \$1M in coverage, waiver of subrogation, & primary and noncontributory endorsements
 - ☐ Vehicle Registration(s)
 - ☐ Vehicle Inspection(s)
- ☐ Certificate of Worker's Compensation Exemption/Coverage
 - ☐ Completed and notarized lease agreement

SUB-CONTRACTOR AGREEMENT

This Sub-Contractor Agreement (hereinafter "Agreement") is made and entered into between Williams Trucking Company, Inc. (hereinafter "Agent"), with a principal place of business at 1803 Corporate Center Lane, Plant City, Florida 33563, and _____ (hereinafter "Sub-Contractor"), with a principal place of business at _____.

ARTICLE 1. TERM OF CONTRACT

1. This Agreement will become effective on the date signed below by the parties and will continue in effect until the services provided for under this Agreement have been performed or until terminated as provided in Article 6 of this Agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY SUB-CONTRACTOR

- 2.1. Sub-Contractor shall provide personnel and equipment for the purpose of hauling as directed.
- 2.2. Sub-Contractor shall not sub-contract other entities or persons to perform hauling under this agreement; however, at his/its own expense, Sub-Contractor may employ workers necessary to perform the services required of Sub-Contractor by this Agreement. Provided, however, such workers must be properly licensed and qualified in accordance with applicable licensing requirements. Sub-Contractor shall be solely responsible for and to such workers for any wages, salary or other compensation, including but not limited to FICA withholdings, etc. Sub-Contractor will also be responsible to Agent for any costs/expenses incurred by Agent on behalf of Sub-Contractor's workers.

ARTICLE 3. COMPENSATION

- 3.1. In consideration for the services to be performed by Sub-Contractor, Agent agrees to compensate Sub-Contractor from proceeds received from the contracting third-party for work performed by the Sub-Contractor on a per-job basis at agreed prices and rates, unless the Sub-Contractor is notified prior to performing work that a different pay schedule applies for a specific project.
- 3.2. Sub-Contractor shall be paid every Friday, five (5) weeks in arrears.
- 3.3. Sub-Contractor agrees that, should any third-party contractor refuse to pay for services performed by Sub-Contractor based on any action or lack thereof taken by the Sub-Contractor (incorrect ticket information, tickets not signed, or damage done by the Sub-Contractor, etc.), the Sub-Contractor shall forfeit compensation for said service, and if needed, will reimburse Agent for any losses.

ARTICLE 4. OBLIGATIONS OF SUB-CONTRACTOR

- 4.1. Sub-Contractor will supply tools, equipment, and instruments required to perform the services under this Agreement. The Sub-Contractor represents that the equipment furnished for work obtained for the Sub-Contractor by Agent shall meet all applicable and pertinent safety and licensure requirements imposed by any and all governmental or other regulatory agencies, including but not limited to city, county, state, and federal entities, organizations, or agencies. All costs and expenses necessary for such compliance shall be the sole responsibility of the Sub-Contractor. All motor vehicle equipment provided by the Sub-Contractor shall be maintained in safe and efficient operating order at the expense of the Sub-Contractor, including but not limited to all repairs, maintenance, tires, fuel, and oil. Sub-Contractor shall also be responsible for all parking charges and fees, including fines assessed due to violations of city, county, state, or federal law. If, however, Sub-Contractor agrees that Agent should purchase parts, fuel, etc. for Sub-Contractor's equipment, the parties agree the Agent shall apply an additional 10% charge on top of the expense receipt.
- 4.2. Sub-Contractor agrees to provide workers' compensation insurance for Sub-Contractor and Sub-Contractor's workers. Agent shall have no obligation to pay workers' compensation benefits to or on behalf of Sub-Contractor or Sub-Contractor's workers. Sub-Contractor further agrees to comply and adhere, at Sub-

Contractor's own expense, with all city, county, state, and federal laws governing the services provided by Sub-Contractor.

- 4.3. Sub-Contractor agrees to hold harmless and indemnify Agent for any and all loss, damage, injury, or expense, arising out of Sub-Contractor's actions or Sub-Contractor's failure to comply with the terms herein. Sub-Contractor shall be solely responsible for and shall pay for all damages by reason of shortages or any claim of third parties contracting with Sub-Contractor. In the event shortage or loss shall be charged against the Agent, Agent may deduct the value of such loss or claimed shortage from any compensation due the Sub-Contractor.
- 4.4. **Sub-Contractor agrees to maintain a commercial auto policy of insurance in the minimum amount of \$1 million to cover any negligent acts committed by Sub-Contractor or Sub-Contractor's workers during the performance of any services or duties under this Agreement.**
- 4.5. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Sub-Contractor without the prior written consent of Agent.

ARTICLE 5. OBLIGATIONS OF AGENT

- 5.1. Agent agrees to comply with all reasonable requests of Sub-Contractor necessary to the performance of Sub-Contractor's duties under this Agreement.
- 5.2. This Agreement and the duties and obligations under this Agreement may be assigned by Agent.

ARTICLE 6. TERMINATION OF AGREEMENT

- 6.1. Either party may terminate this Agreement at any time by giving ten (10) days written notice to the other party.
- 6.2. If Sub-Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, Agent, at Agent's option, may immediately terminate this Agreement by giving written notice to Sub-Contractor.

ARTICLE 7. GENERAL PROVISIONS

- 7.1. Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement.
- 7.2. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Sub-Contractor for Agent and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.
- 7.3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 7.4. If Sub-Contractor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Sub-Contractor from Agent for services rendered prior to the date of death or dissolution shall be paid to Sub-Contractor's executors, administrators, heirs, personal representative, successors, or assigns.
- 7.5. Venue of any legal proceeding relating to the enforcement or interpretation of this Agreement shall be in Hillsborough County, Florida.
- 7.6. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the Agreement, the prevailing party will be entitled to reasonable attorneys' and appellate fees, in addition to any other relief to which that party may be entitled. The attorneys' fees may be set by the court in the same action or in a separate action brought for that purpose.

7.7. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

ACCEPTED BY SUB-CONTRACTOR: ACCEPTED BY AGENT, WILLIAMS TRUCKING COMPANY, INC.:

Sign: _____	By: _____
Print: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Corporation \ LLC Statement

I, _____, (*Corporation Name*) am an independent contractor. As an independent contractor, I haul loads for Williams Trucking Company, Inc. as well as any other company I wish to haul for, at any time. I am a Corporation in the non-construction, trucking industry. I understand that by law, all officers must file an exemption from workers compensation coverage unless they elect to be covered. The officers of this corporation do not elect this coverage and have filed exemptions with the state. Furthermore, this corporation does not have any employees and therefore has no need for Workers Compensation. Additionally, I hereby acknowledge that as an independent contractor:

1. I maintain a separate business with my own work facility, truck, equipment, materials, or similar accommodations;
2. I perform or agree to perform specific services or work for specific amounts of money and control the means of performing the services or work;
3. I incur the principal expenses related to the services or work that I perform or agree to perform;
4. I am responsible for the satisfactory completion of work or services that I perform or agree to perform and am or could be held liable for a failure to complete the work or service;
5. I receive compensation for work or services performed for a commission or on a per job or competitive-bid basis and not on any other basis;
6. I am a corporation with officer exemptions on file and have no employees;

Type/Print Name: _____ Date: _____

Signature of Owner/Operator _____

Signed this _____ day of _____, 20____
Notary Public Personally Known _____ or
Type of Identification provided _____

Owner/Operator Independent Contractor Statement

I, _____, (individual name and dba if applicable) am an owner/operator independent contractor. As an independent contractor, I haul loads for Williams Trucking Company, Inc. as well as any other company I wish to haul for, at any time. I am a sole proprietor in the non-construction, trucking industry. I understand that by law, I am exempt exemption from workers compensation coverage unless they elect to be covered. I do not elect this coverage and wish to be exempt. I hereby waive the ability to pursue any workers compensation claim against Williams Trucking Company, Inc.. Furthermore, this corporation does not have any employees and therefore has no need for Workers Compensation. Additionally, I hereby acknowledge that as an independent contractor:

1. I maintain a separate business with my own work facility, truck, equipment, materials, or similar accommodations;
2. I perform or agree to perform specific services or work for specific amounts of money and control the means of performing the services or work;
3. I incur the principal expenses related to the services or work that I perform or agree to perform;
4. I am responsible for the satisfactory completion of work or services that I perform or agree to perform and am or could be held liable for a failure to complete the work or service;
5. I receive compensation for work or services performed for a commission or on a per job or competitive-bid basis and not on any other basis;
6. I am a sole proprietor and have no employees;

Type/Print Name: _____ Date: _____

Signature of Owner/Operator _____

_____. Signed this _____ day of _____, 20____

Notary Public

Personally Known _____ or

Type of Identification provided _____

Fleet Statement

I, _____, (*Legal Business Name*) am an independent contractor. As an independent contractor, I haul loads for Williams Trucking Company, Inc. as well as any other company I wish to haul for, at any time. Additionally, I hereby acknowledge that as an independent contractor:

1. I maintain a separate business with my own work facility, truck, equipment, materials, or similar accommodations;
2. I perform or agree to perform specific services or work for specific amounts of money and control the means of performing the services or work;
3. I incur the principal expenses related to the services or work that I perform or agree to perform;
4. I am responsible for the satisfactory completion of work or services that I perform or agree to perform and am or could be held liable for a failure to complete the work or service;
5. I receive compensation for work or services performed for a commission or on a per job or competitive-bid basis and not on any other basis;
6. I maintain all documents as required by USDOT and will provide any documents needed that may be needed in conjunction with my services being provided upon request.
7. I comply with all local, state, and federal laws that apply and certify that all vehicles I utilize in the performance of my service are legally licensed and maintained to work in the State of Florida.

Type/Print Name: _____ Date: _____

Signature of Company Officer: _____

_____ Signed this _____ day of _____, 20____

Notary Public Personally Known _____ or
Type of Identification provided _____