

**Economy Trucking
P.O. Box 525
Union City, CA 94587
Ph: 510-733-9100 Fax: 510-733-9600**

**SUBHAUL AGREEMENT
Subhauler shall provide the following forms**

1. Signed Subhaul Agreement.
2. Motor Carrier Permit with CA number.
3. Completed Motor Carrier of Property Certificate of Compliance, CHP form 809 (attached).
4. Certificate of Liability Insurance with Economy Trucking named as additional insured. Certificate will be returned if Economy Trucking is not listed as additional insured. Minimum coverage of \$1,000,000 CSL required.
5. Certificate of worker's compensation insurance, if applicable.
6. Proof of enrollment in the BIT program
7. Drug and Alcohol Testing Certificate of Compliance Form.
8. Complete W-9 form (attached).
9. Subhauler information sheet (attached).
10. Signed Subhauler lease agreement, if applicable.
11. Copy of driver's license.

Please respond to the above items as soon as possible. If the above requirements are not received, dispatch services and subhaul payments may be delayed.

Thank You for your cooperation in this matter.



Economy Trucking
24701 Clawiter Rd, Hayward, CA 94545

Send Back to: Fax: (510) 733-9600 E-mail: Aneil@economytrucking.net

ATTN: _____

FAX: _____

RE: _____

Certificate Requirements:

Sub-Hauler must provide Economy Trucking Services Inc. a certificate of insurance meeting the following requirements. Please provide items checked.

Auto Liability Insurance

- \$1,000,000 Combined Single Limit
- Additional Insured Endorsement – Please attach copy
- Scheduled vehicle coverage

Automobile Physical Damage

- Economy Trucking is named as a Loss Payee: Equipment: _____
- List vehicle, V.I.N. with physical damage limit and deductibles.

Workers Compensation & Employers Liability

- Companies with employees must provide evidence of Workers Compensation with the Limits \$1,000,000 Acc./\$1,000,000 Disease Each Emp./\$1,000,000 Disease Policy Limit

General Liability

- 2 Million Aggregate / 1 Million Occurrence
- Additional Insured Endorsement – Please attach copy

Economy Trucking, hereinafter referred to as PRIME CARRIER desires to contract with _____, hereinafter referred to as SUBHAULER, for services related to the transportation of rock, gravel, sand, earth, cement, asphalt, concrete and other similar materials.

Now, therefore, in consideration of the mutual promises herein contained the PRIME CARRIER and SUBHAULER agree as follows.

When SUBHAULER qualifies to perform services through this agreement, as evidenced by PRIME CARRIER signing this agreement, then:

- 1 PRIME CARRIER may refer to SUBHAULER various projects from time to time which seem to fit SUBHAULER'S qualifications. If SUBHAULER accepts a referral, then PRIME CARRIER shall provide the following additional services as purchased from SUBHAULER'S fees.
2. Client: PRIME CARRIER shall provide SUBHAULER with sufficient contact information of PRIME CARRIER'S client so SUBHAULER and client may coordinate the project with SUBHAULER'S schedule, and finalize other details of the project as necessary.
- 3 Dispatcher: To use this service, SUBHAULER must contact the dispatcher and inform the dispatcher the client's name, accepted project and details finalized by SUBHAULER. Dispatcher and SUBHAULER shall coordinate their schedules and other activities to accommodate timely performance of client's requested services.

SUBHAULER will provide PRIME CARRIER with General Information Sheet (see attached), with all blanks filled and listing equipment used to conduct Subhualer's business., SUBHAULER will maintain said equipment in compliance with the requirements of all regulatory bodies and this agreement at all times.

SUBHAULER shall hold certificates, permits and licenses in full force and in effect at all times while providing services covered by this agreement, and shall pay all fees, licenses, taxes, and fines necessary or incidental to the SUBHAULER'S operation and business.

SUBHAULER is required to have the following:

Certificate of Insurance evidencing valid and current vehicle Liability

Minimum Limits- Combined Single Limit: \$1,000,000.

Certificate of Insurance evidencing vehicle Liability including owned, non- owned, and hired vehicles, Bodily injury and Property Damage:

Minimum Limits- Combined Single Limit: \$1,000,000

Endorsement naming PRIME CARRIER as additional insured under the Automobile Liability Policy.

Certificate of insurance evidencing Worker's Compensation Insurance Statutory Limit.

SUBHAULER is an independent contractor and shall provide services by this agreement only as an independent contractor, and not an employee of PRIME CARRIER. SUBHAULER shall have no authority to bind SUBHAULER to any contract or other source which may create any form of liability for PRIME CARRIER. PRIME CARRIER shall mail to SUBHAULER an IRS form 1099 at the end of each year. SUBHAULER is obligated to pay its own income taxes to the state and federal governments. PRIME CARRIER suggests SUBHAULER seek its own tax advisor. NOTE: SUBHAULER is required by law to make installment tax payments during each year: June 15, September 15, January 15 and April 15.

SUBHAULER recognizes that neither SUBHAULER nor SUBHAULER'S employees are eligible for coverage under any Worker's Compensation policy owned by PRIME CARRIER.

SUBHAULER agrees that the transportation performed is completed only when evidenced by delivery to the PRIME CARRIER of a receipted freight tag. These freight tags must be delivered to PRIME CARRIER'S office daily. SUBHAULER delivering one or more freight tags later than Friday for that week will be charged \$\$/tag late fee. All freight tags and monthly statements must be in, prior to the 3rd day of the month following delivery for prompt payment.

SUBHAULER hereby specifically authorizes PRIME CARRIER to deduct amounts due and owing by PRIME CARRIER to SUBHAULER for services performed pursuant to this agreement, any and all sums owed by SUBHAULER to PRIME CARRIER whether or not related to services performed pursuant to this agreement, but without limitation, the following:

1. For repair to SUBHAULER'S equipment made, or paid for by PRIME CARRIER
2. For fuel, oil, or other merchandise purchased by SUBHAULER from PRIME CARRIER or an affiliate of PRIME CARRIER.
3. For trailing equipment and other equipment rented by SUBHAULER from PRIME CARRIER or an affiliate of PRIME CARRIER.
4. For taxes, fees, fines, legal orders, back charges, or penalties imposed on PRIME CARRIER by any third person which resulted, directly or indirectly, from the acts or omissions of SUBHAULER (or employees or contractors) during the performance of services hereunder or failure to perform services.
5. For repair or damage to property or equipment of PRIME CARRIER or an affiliate of PRIME CARRIER which resulted, directly or indirectly, from the acts or omission of SUBHAULER (or its employee or contractors) during the performance of services hereunder.
6. Advanced to any third party at SUBHAULER's request
7. Owed to PRIME CARRIER pursuant to this agreement or for which the SUBHAULER may be liable, for SUBHAULER's failure to conform to the terms of this agreement.
8. Any amounts for trailer rental if PRIME CARRIER leases trailer to SUBHAULER. The trailer rental fee shall be equal to 15.00% of the gross amount earned by SUBHAULER.

For the amounts described in subsections (1), (2), (5), (6), in the event PRIME CARRIER deducts any such amount pursuant to this section, SUBHAULER will pay to PRIME CARRIER an amount equal to 15% of the amount deducted, as a handling charge, which the parties acknowledge and are in agreement is a fair and reasonable amount to cover the costs associated with such deductions.

For the services performed pursuant to this agreement, PRIME CARRIER will pay SUBHAULER an amount equal to (92.0%) of the total amount due to SUBHAULER. This would be a 92.0% of the gross amount due to SUBHAULER before any additional deductions are made. For purposes of this agreement, the TOTAL AMOUNT is defined as the Total Hours, the Total Tonnage, or the Total Loads multiplied by the Applicable Rate (negotiated rate by SUBHAULERS before each job begins).

PRIME CARRIER shall pay SUBHAULER the amount specified in the agreement, less any deductions authorized by this agreement on or before the third (3rd) day of the calendar month after the following month in which SUBHAULER completed services. Although PRIME CARRIER does not guarantee payment to SUBHAULER as services are performed for client and client must pay PRIME CARRIER in order for PRIME CARRIER to be obligated to pay SUBHAULER. However, if client has not paid PRIME CARRIER on or before the date defined in this paragraph for payment, SUBHAULER may borrow an amount up to the amount due to SUBHAULER on that date which loan will be considered paid in full when client pays PRIME CARRIER within ninety (90) days of the date of the loan. However, if client does not

pay with the ninety (90) days, then SUBHAULER is obligated to pay PRIME CARRIER the amount of the loan at that time, even if from funds due to SUBHAULER from another project.

SUBHAULER shall and does not hereby indemnify, and save harmless PRIME CARRIER from any loss, liability, damage or expense including reasonable attorney's fees which PRIME CARRIER may suffer or incur from (1) any act or omission of SUBHAULER that may be a cause of SUBHAULER's insurance carrier to fail or refuse to defend or cover damages in any action, incident, or other happening relating to SUBHAULER'S acts or omissions and/or (2) a creditor failing or refusing to pay any invoice for SUBHAULER'S services pursuant to this agreement. This hold harmless agreement and shall apply as a separate and distinct agreement and shall not be limited by the provisions of any insurance policy held by or for SUBHAULER.

No payment will be made until (1) a certificate of insurance, (2) all documents listed on the first page of this agreement, and (3) this written agreement have been completed and delivered to PRIME CARRIER.:

CA# _____

CA # _____

ADDRESS

ADDRESS

Economy Trucking
P.O. Box 525
Union City, CA 94587

BY: _____

BY: _____

DATE: _____

DATE: _____

**Economy Trucking
P.O. Box 525
Union City, CA 94587**

**MOTOR CARRIER OF PROPERTY
CERTIFICATE OF COMPLIANCE (CHP 809)**

I, the undersigned, certify that _____ holds a Motor Carrier of Property Permit, Number _____, which is valid through _____ a copy of which is attached. I further certify that I, or a company officer, will immediately notify a user of this company's services if the permit is suspended, revoked, or is otherwise rendered invalid.

Signature

Printed Name

Title

California Driver's License Number

Services Provided For: _____

One copy of this certificate shall be provided to the person for whom services are provided (the contracting motor carrier); one copy shall be retained by the motor carrier of property (the contracted motor carrier). Copies shall be retained by both parties for the duration of the contract or period of service plus two years, and shall be presented for inspection upon the request of an authorized employee of the California Highway Patrol or the Department of Motor Vehicles.

Economy Trucking
P.O. Box 525
Union City, CA 94587

General Information Sheet

OWNER NAME: _____
DBA: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____ MOBILE: _____

PAGER: _____ VEHICLE LICENSE: _____

CA #: _____ HAZARDOUS TRANS #: _____

FEDERAL ID: _____ SOCIAL SECURITY: _____

MEDICAL CARD #: _____ EXP DATE: _____

DRIVER LICENSE: _____ EXP. DATE: _____

CERTIFICATIONS

HRC SF: _____ BART: _____

CAL TRANS: _____ OTHER: _____

NAME OF REGISTERED OWNER IF OTHER THAN MOTOR CARRIER PERMIT HOLDER:

NAME: _____

ADDRESS: _____

IN CASE OF EMERGENCY, NOTIFY:

NAME: _____ PHONE: _____

ADDRESS: _____

SIGNATURE

DATE



Economy Trucking is in the process of updating Subhaul files. We ask you to put the number of trucks you have available in the space provided below to ensure you the most work we possibly can. Please return this document via:

FAX: 510-733-9600

E-Mail: Aneil@economytrucking.net

-Thank you.

Truck Types

Quantity

End Dumps

Double Bottoms

Super Dumps

Ten Wheelers

Transfer

Flatbeds

Other

Your Company Name:

Phone:

E-mail: