

**TRUCK OWNER OPERATOR
HAULING SERVICE AGREEMENT**

This Agreement (hereinafter "Agreement") is made and entered into on the date signed by CONTRACTOR below, by and between:

Southern Style Truckin & Transports, LLC, a limited liability company domiciled in the Parish of Jefferson, State of Louisiana, which declares its principal place of business as 2830 Piedmont Street, Kenner, Louisiana, 70062 (herein defined as "COMPANY"), and

(name of company if legal business, or full name if individual)

(mailing address)

(social security number or federal tax ID number)

(phone number)
(herein defined as "CONTRACTOR").

For the consideration named herein, COMPANY and CONTRACTOR agree as follows:

**ARTICLE 1. CERTIFICATION OF OWNER/OPERATOR INDEPENDENT
CONTRACTOR STATUS**

Acceptance of this agreement by CONTRACTOR is certification that CONTRACTOR is an independent COMPANY and is the sole owner and in sole control of any operator of any vehicle used by CONTRACTOR in performance of all hauling services covered by this agreement. CONTRACTOR shall have the status of an "independent contractor." CONTRACTOR shall employ and direct all persons engaged in the performance of any and all of its services under this Agreement, and such agents, servants, or employees are subject to the sole control and direction of CONTRACTOR, and shall not be agents, servants or employees of COMPANY or affiliates.

This Agreement does not and shall not be construed to create or constitute a partnership, association, or joint venture of any kind. The obligations of the parties hereto shall be several, and not joint or collective, each party to be responsible only for the obligations assumed herein by it. Nothing contained herein shall be deemed to impose upon any other party any responsibility for

the obligations assumed by the other party. CONTRACTOR further certifies that he or she is not, and will not be, an employee of COMPANY during the life of this agreement.

ARTICLE 2. CONTRACTOR RESPONSIBILITIES

As sole owner of his or her vehicle, CONTRACTOR accepts all risks, expenses, and decisions associated with ownership including initial selection of vehicle, purchase, financing, maintenance, repairs, fuel, lubricants, state inspections, registration and licensing requirements, and disposition and/or replacement of the vehicle.

The CONTRACTOR agrees to keep, at its sole expense all the equipment it provides pursuant to this Agreement in good operational condition throughout the term of this Agreement. The CONTRACTOR further agrees that, at their discretion, it will replace any disabled equipment with equivalent equipment expeditiously.

CONTRACTOR, and CONTRACTOR's employees, agents, and subcontractors, shall comply with all laws, rules, regulations, ordinances, and orders, from any and all federal, state, or local bodies including administrative agencies applicable to the operations and service to be performed by CONTRACTOR hereunder.

CONTRACTOR shall give COMPANY immediate notice upon the occurrence of any accident, product spill, product contamination, or other incident occurring during the carrying act of any action under this Agreement. CONTRACTOR to furnish COMPANY with such written reports, affidavits, or other assistance as may be necessary to investigate, settle, or litigate any actual or potential claims against COMPANY.

CONTRACTOR certifies to COMPANY that all drivers, whether employee's or subcontractor's of CONTRACTOR, have the proper credentials and have been qualified to operate the type of equipment they operate for CONTRACTOR.

It is the responsibility of the CONTRACTOR to communicate the provisions of this Agreement to their employees, drivers, and other subcontractors.

ARTICLE 3. PAYMENT AND TICKETS

CONTRACTOR agrees that fees paid to CONTRACTOR by COMPANY for hauling services rendered constitute full payment for CONTRACTOR's hauling services. COMPANY will not participate in, or otherwise reimburse CONTRACTOR for, any of the costs of his or her operations.

Payments will be made to CONTRACTOR on the Friday following the week in which the work was completed on. CONTRACTOR shall submit to COMPANY all tickets along with an invoice. Invoiced hours/tickets and amounts must be verified by COMPANY prior to payment. Travel time to and from COMPANY's job site(s) will not be invoiced by CONTRACTOR or paid for by COMPANY unless specifically stated by Company.

A properly completed invoice shall include the day the work was done, tonnage and type of material, rate for each item (if different materials hauled), job name or customer (site). The more

details provided with the invoice will make processing payment quicker. COMPANY shall have the right to request additional supporting information, as needed, in connection with its review of an invoice and or tickets prior to the issuance of payment. COMPANY also has the right to refuse to pay any tickets that are not properly completed or signed.

TICKETS NOT TURNED INTO THE OFFICE OF THE CONTRACTOR BY END OF THE DAY FRIDAY FOLLOWING THE WEEK IN WHICH THE WORK WAS COMPLETED WILL NOT BE PAID UNTIL THE FOLLOWING FRIDAY.

****IF TICKETS ARE NOT TURNED IN TO SOUTHERN STYLE TRUCKIN & TRANSPORTS WITHIN 14 DAYS, (COUNTING WEEKENDS) THEY WILL NOT BE SUBJECT TO PAYMENT.****

Please do not hold tickets!

CONTRACTOR is responsible for communicating with COMPANY before the commencement of any work to ensure that it has the proper ticket books before each job. IF CONTRACTOR SUBMITS INVOICES WITH THE INCORRECT TICKETS, THEN CONTRACTOR UNDERSTANDS THAT IT WILL NOT BE PAID FOR SUCH WORK ON INCORRECTLY SUBMITTED TICKETS.

ARTICLE 4. CONDITIONS

Work days, durations, start and finish times and locations of work to be performed by CONTRACTOR will be established by COMPANY and CONTRACTOR agrees that hauling services may be performed strictly on a day-to-day basis at the discretion of COMPANY's designated representative. COMPANY reserves the right to change any of the conditions, at any time, as may be warranted by project circumstances. COMPANY also reserves the right to terminate this agreement at any time, for any reason, and without prior notice to CONTRACTOR.

CONTRACTOR retains the right to refuse, at any time, any portion of the hauling service work covered by this agreement provided that COMPANY's designated representative is notified by CONTRACTOR of CONTRACTOR's refusal prior to performance of the work in question.

CONTRACTOR also reserves the right to seek and accept from, and perform work for, others at any time during the life of this agreement provided that such actions by CONTRACTOR do not conflict with the needs of COMPANY in conjunction with this agreement.

ARTICLE 5. INSURANCE AND INDEMNITY REQUIREMENTS

CONTRACTOR, at his or her own expense, shall maintain the insurance coverages and limits as required by **EXHIBIT A** at all times herein, **AND**, when required by specific contracts of the COMPANY, the insurance coverages and limits as required by any Special Insurance Addendum provided to CONTRACTOR by COMPANY.

CONTRACTOR shall indemnify and hold CONTRACTOR harmless as required by **EXHIBIT A**, **AND** when required by specific contracts of the COMPANY, the COMPANY shall indemnify and hold CONTRACTOR harmless as required by any Special Insurance Addendum provided to CONTRACTOR by COMPANY.

ARTICLE 6. SCOPE OF WORK

COMPANY's enters into this Agreement with CONTRACTOR for the purpose of hauling services on behalf of the COMPANY. COMPANY will provide CONTRACTOR with a schedule and directions for the delivery of said hauling services. CONTRACTOR shall perform the work contained herein as the CONTRACTOR best sees fit. However, CONTRACTOR should follow and maintain any and all schedules, time windows, and instructions for the delivery, pickup, or transportation of any material as contained herein.

ARTICLE 7. MISCELLANEOUS PROVISIONS

Assignability - CONTRACTOR may not assign its rights hereunder, in whole or in part, without the prior written consent of COMPANY.

Severability - Each provision of this Agreement shall be severable from every other. If any provision of this Agreement or portion thereof is held to be unenforceable by a court of law or equity, said provision or portion thereof shall not prejudice the enforceability of any other provision or portion of the same provision, and instead such provision shall be modified to the least extent necessary to render such provision enforceable while maintaining the intent thereof.

Waiver of Breach - The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach only, and shall not be construed as being continuing or permanent waiver permitting the commission of the same breach in the future. All terms and conditions shall be and remain in full force and effect as to future acts or happenings, notwithstanding any waiver or a breach in the past.

Entire Agreement - This Agreement shall constitute the entire Agreement between the parties and shall supersede any other written or oral agreement between the parties with respect to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by both parties.

Applicable Law - This Agreement shall be construed in accordance with the laws of the State of Louisiana.

No Right to Work - Nothing herein shall be construed to require COMPANY to engage CONTRACTOR in any manner of for any particular project.

Attorney Fees - CONTRACTOR agrees to be responsible for all attorney's fees and costs incurred by COMPANY as a consequence of CONTRACTOR's non-performance or violation of any of the provisions of this agreement, including without limitation those fees and costs incurred in connection with legal action taken to compel performance or recover damages from CONTRACTOR, or in connection with legal action taken to compel performance of recover damages from CONTRACTOR, or in connection with legal action taken between COMPANY and any third party result of CONTRACTOR's acts or omissions.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I FULLY ACCEPT AND UNDERSTAND ALL OF THE ABOVE REQUIREMENTS OF AN OWNER/OPERATOR FOR COMPANY.

COMPANY:
SOUTHERN STYLE TRUCKIN & TRANSPORTS,
LLC.

CONTRACTOR:

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

Insurance Requirements:

Please provide this sheet to your insurance agent. Have your insurance agent forward the required certificate(s) of insurance with the limits and endorsements as required herein to:

E-Mail: jbloecherjr@gmail.com

Phone: 504-405-4755

All insurances of the CONTRACTOR shall be primary to any insurance of COMPANY. The insurance coverage required herein shall in no way limit the Contractor's liability under this Agreement.

Commercial Auto Liability:

Trucker's Liability Insurance with a combined single limit of not less than \$500,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property.

General Liability:

With a combined single limit of not less than \$500,000.00 per occurrence for injury to death of persons and damage to or loss or destruction of property.

Worker's Compensation:

\$500,000.00

Additional Insured(s):

Southern Style Truckin & Transports, LLC

Required Endorsements:

Waiver of Subrogation - For all insurances herein, CONTRACTOR agrees to furnish COMPANY a waiver of subrogation in favor of COMPANY.

Alternate Employer

MIS-90 (Hazmat cleanup)

Indemnity Requirements:

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, protect, save harmless and defend the COMPANY and any Additional Insureds, collectively and individually (each an "Indemnatee"), against any and all liability, claims, suits, and demands which either may suffer, (except to the extent caused by a member of the COMPANY or any Additional Insured),

by reason of any act, failure, or omission of the CONTRACTOR or any of its officers, agents, employees and for every person working either directly or indirectly within the scope of this Agreement. CONTRACTOR shall indemnify and defend the COMPANY or its Additional Insured against, and save them harmless from, any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions of this Agreement.

The CONTRACTOR shall be responsible for obtaining all of the above types of insurance coverage's (with limits as referenced above) from their subcontractors, vendors and/or independent contractors (CONTRACTOR is responsible for maintaining all copies of these certificates). The CONTRACTOR assumes all responsibility and all liability for the work, actions and/or inactions of their employees, agents, independent contractors, and anyone and everyone working and acting either directly or indirectly under the terms of this Agreement.

CONTRACTOR agrees that it shall have full responsibility for, and that the COMPANY nor any of the Additional Insured will not be responsible for, overloads or any other violations of the Louisiana State Vehicle and Traffic Codes, pay scale or reporting requirements.

The CONTRACTOR may be further financially liable for failure to complete a delivery and for any driver replacement costs, claims for coverage, shortage, or damage. The CONTRACTOR specifically grants COMPANY the right to subrogate against it/him, and deduct any such costs from any settlements due, including driver replacement costs, for any claims that COMPANY elects or is obligated to pay or CONTRACTOR further agrees to indemnify, defend, and hold harmless COMPANY for and against all damage to, destruction of, or loss of use of the equipment described herein under this Agreement.

END OF EXHIBIT

SOUTHERN STYLE TRUCKIN & TRANSPORTS, LLC

2830 Piedmont Street
Kenner, LA 70062
Phone (504) 405-4755
jbloecherjr@gmail.com

HIRED TRUCK REQUIREMENTS

In order to be eligible to haul for SOUTHERN STYLE TRUCKIN & TRANSPORTS. LLC, Inc., the following items are needed prior to starting:

- \$500,000.00 combined single limit commercial auto liability coverage. SOUTHERN STYLE TRUCKIN & TRANSPORTS, LLC must be listed as an additional insured on the policy.

And

- \$500,000.00 workers compensation coverage.

The insurance coverage must be emailed from your agent with SOUTHERN STYLE TRUCKIN & TRANSPORTS, LLC, and address listed as the certificate holder and additional insured.

- Completed and signed W-9 form for our files.
- Tickets are to be turned in by the end of the day every Friday with a written invoice. NO EXCEPTIONS!! If tickets are not turned in by Friday, you will get paid the following week.

Checks will be issued AFTER 4:00 pm on Fridays.

Unless all the above items are received payments will not be issued.

Thank you for your cooperation in this matter.