



Quick Transportation, Inc.
1250 Sunnyside Ave., Suite 103 | Phone: (559) 874-6101
Email: Team@quicktransinc.com

SUBHAUL AGREEMENT

This Agreement is made by and between **Quick Transportation, Inc.** ("Carrier"), CA#606500, and _____ ("Subhauler").

Subhauler Information

- Legal Name: _____
- DBA: _____
- Mailing Address: _____
- Office Phone: _____ Home Phone: _____
- Mobile Phone: _____ Fax: _____
- Federal ID or SSN: _____ CA#: _____

1. SUBHAULER'S REPRESENTATIONS AND WARRANTIES

Subhauler represents and warrants the following:

A. Engagement in Business: Subhauler is engaged in the trucking business and operates the equipment listed in the attached "Schedule of Vehicles." Subhauler agrees to maintain and operate said equipment in compliance with all applicable regulatory requirements while providing services under this Agreement. Subhauler assumes responsibility for any violations of law by Subhauler or its employees.

B. Licensing and Certifications: Subhauler holds all necessary state, federal, county, or city certificates, permits, registrations, authorizations, and licenses required to operate as a dump truck carrier. These certifications will remain valid during the term of this Agreement.

C. Worker's Compensation Insurance: Subhauler maintains Worker's Compensation Insurance coverage for its employees, if applicable, and will continue this coverage during the term of the Agreement. Subhauler agrees to provide proof of such coverage upon request by Carrier.

D. No Eligibility for Carrier's Worker's Compensation: Subhauler and its employees are not covered under Carrier's Worker's Compensation Insurance policy and will not make any claims against it.

E. Independent Contractor Status: Subhauler is an independent contractor and shall provide services solely as such. Carrier may, at its sole discretion, require Subhauler to obtain Worker's Compensation Insurance for itself.

F. Insurance Requirements: Subhauler agrees to maintain public liability and property damage insurance with a combined single limit of at least \$1,000,000. Subhauler will name Carrier as an additional insured on this policy and provide evidence of such coverage to Carrier. Insurance must not be canceled without ten (10) days' prior written notice to Carrier.

G. Compliance with Safety Regulations: Subhauler will comply with all applicable federal and state safety requirements and maintain appropriate documentation.

H. Indemnity and Hold Harmless: Subhauler agrees to indemnify and hold Carrier harmless for any damages arising from any breach of the above warranties.

Initial: _____

2. TERMS AND CONDITIONS OF TRANSPORTATION SERVICE

A. Compliance with Laws: Carrier operates in compliance with all applicable laws. Carrier will not be held responsible for any legal violations by Subhauler or its employees.

B. Requests for Service: Carrier will notify Subhauler of the materials to be transported and relevant details, such as loading time and location, in advance. Subhauler will transport the materials promptly as directed.

C. Operation of Equipment: Carrier does not control the operation of Subhauler's equipment or the personnel employed by Subhauler.

D. Competent Personnel: Subhauler will employ qualified and responsible personnel to operate equipment safely and efficiently. Upon request, Subhauler will provide driver records and reports from the Department of Motor Vehicles.

E. Safety Compliance: Subhauler will comply with all federal and state safety regulations while providing transportation services.

F. Costs and Expenses: Subhauler is responsible for all costs associated with the operation of its equipment, including fuel, labor, insurance, maintenance, permits, and taxes. Carrier may deduct any expenses paid on Subhauler's behalf from any amounts owed to Subhauler.

G. Subhauler's Employees and Contractors: Subhauler is responsible for compensating all individuals working on its behalf, including employees and contractors.

H. Fees and Licenses: Subhauler is responsible for all fees, licenses, and taxes related to the services performed under this Agreement.

I. Documentation Submission: Subhauler agrees to submit signed shipping documents to Carrier on a weekly basis, no later than Saturday evening.

J. Withholding of Fees: Carrier may withhold from payments to Subhauler any fees or amounts imposed by federal or state agencies related to the transportation performed.

Initial: _____

3. TERMS AND CONDITIONS OF PAYMENT

A. Monthly Statements: Carrier will prepare a monthly statement outlining services performed by Subhauler.

B. Compensation: Subhauler will be compensated in an amount not less than 92% of the agreed-upon "Pay Rate" for services rendered.

C. Deductions: Carrier is authorized to deduct any amounts owed to Carrier by Subhauler, including but not limited to charges for maintenance, labor, insurance, trailer rental, and losses/damages.

D. Payment Schedule: Carrier shall pay Subhauler the agreed amount, minus any authorized deductions, provided that Subhauler has submitted signed shipping documents in a timely manner.

Initial: _____

4. EFFECTIVE DATE, SUSPENSION, AND TERMINATION

A. Effective Date: This Agreement becomes effective upon signature by both parties.

B. Suspension for Cause: Carrier may suspend this Agreement immediately for cause.

C. Termination: This Agreement remains in effect until terminated by either party with written notice.

5. AMENDMENTS

This Agreement may only be amended or modified in writing and signed by both parties.

6. INDEMNIFICATION

A. Indemnification by Subhauler: Subhauler agrees to indemnify and hold harmless Carrier, including its employees, agents, and representatives, from any and all claims, losses, damages, liabilities, and costs, including legal fees, arising from Subhauler's actions or omissions.

B. Scope of Indemnity: Subhauler's indemnity obligations extend to injury or damage resulting from the concurrent or contributory negligence of Carrier.

C. Exclusion of Carrier's Negligence: Subhauler is not responsible for indemnifying Carrier in cases of Carrier's sole negligence or willful misconduct.

Executed in duplicate on this ____ day of _____, 20

For Subhauler:

Signature: _____

Company Name: _____

For Carrier (Quick Transportation, Inc.):

Signature: _____

Company Name: Quick Transportation, Inc.



Sub-Hauler/Subcontractor Pay Terms
"Prompt Payment Clause"

This Sub-hauler/Subcontractor/Service Agreement is issued in connection with the work contracted between the California High-Speed Rail Authority (the "Owner") and Dragados-Flatiron Joint Venture (DFJV) under Contract HSR13-57 (the "Prime Contract"), as well as the subsequent subcontracting arrangement between DFJV and Quick Transportation Inc. All parties to this Agreement acknowledge and agree to be bound by all flow-down requirements of the Prime Contract. Furthermore, all parties agree that the payment terms between Quick Transportation Inc. and the undersigned shall not be less favorable than those stipulated in the Prompt Payment clause of the Prime Contract. This clause mandates that contractors must remit payment to subcontractors for satisfactory performance within seven (7) days of receiving payment from the Owner, with corresponding payment from DFJV to Quick Transportation Inc. In the event of any conflict between the terms of this Subcontract/Agreement and the provisions of Contract HSR13-57, the terms of HSR13-57 shall prevail.

Company Name: _____

Company Name: Quick Transportation inc

DBA (if applicable): _____

By : _____
Subhauler Signature

By:  _____

Print: _____

Print: Kristopher Quick

Title: _____

Title: President/CEO

Date: _____

Date: 11/26/24