

Independent Contractor Driver and Policy Agreement

This Independent Contractor / Driver Agreement (“Agreement”) is entered into between ABR Logistics, Inc., a Florida corporation (the “Company”) and _____ (“Contractor”), as of the date this Agreement is fully executed by both parties, as indicated below. In consideration of the mutual covenants and agreements set forth herein, Company and Contractor(the “Parties”) agree as follows:

1. I understand that I am an Independent Contract Driver. This agreement shall remain in full force for 1 year and continuing thereafter on a year to year basis. Either Party may terminate this Agreement at any time, with or without cause. _____ **Contractor initials**
2. I understand that I am responsible for filing my own taxes with the Internal Revenue Service and Resident State Revenue Department. Company will provide me with a 1099 form. _____ **Contractor initials**
3. **Payments / Pay Rates.** I understand that payments I am to receive for providing Services under this Agreement will be calculated *either* per mile, *or* per day, as follows:

 \$ _____ / mile solo, and \$ _____ / mile with a co-driver; OR

 \$ _____ / Trip solo, and \$ _____ / day with a co-driver; OR

 \$ _____ / per week with/without co-driver
4. I will not be compensated for deadhead miles between Parking and Fist pickup and last stop and Parking. _____ **Contractor initials**
5. I agree to follow and uphold all regulations set by the Department of Transportation and Federal Motor Carrier Safety Administration. _____ **Contractor Initials**
6. I understand that Company does not guarantee, nor am I obligated to haul a specific amount of loads, or earn a specific amount of revenue, or work a specific amount of hours, or work specific days of the week. Any revenue I generate or pay I receive from Company will be solely for individual job hauls I accept to complete and have completed. _____ **Contractor initials**
7. I will not be reimbursed for any personal expenses incurred while providing any services, including, without limitation, expenses for meals, cellular phone usage, and those items described in Section8 below. _____ **Contractor initials**
8. I expressly consent to Company withdrawing and/or deducting from any payments due to me under this Agreementany or all of the following, as they may be applicable:
 - a. Any cash advances from the Company. _____ **Contractor Initials**
 - b. Any shortages in trip funds due to my failure to provide receipts for maintenance, fuel, supplies, or other items / services for which I have been advanced monies by Company. _____ **Contractor Initials**
 - c. Any charges or penalties assessed due to my failure to provide copies of Bills of Lading, Trip Sheets, Expense Reports, and freight receipts. _____ **Contractor Initials**
 - d. Any charges or penalties assessed due to my failure to deliver freight on time, or for damage to freight, due to my negligence. _____ **Contractor Initials**

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- e. Any physical damage to the Equipment assigned to me, if I am found at fault in an accident or incident due to my negligence. _____ **Contractor Initials**
 - f. Any towing charges, insurance deductibles, or other incidentals assessed in connection with any accidents or incidents that occurred due to my negligence. _____ **Contractor Initials**
 - g. Any damages for personal or property damages arising in connection with any accidents or incidents that occurred due to my negligence. _____ **Contractor Initials**
 - h. Any fees and/or penalties assessed by the the USDOT, the Federal Motor Carrier Safety Administration (“**FMCSA**”), and any other applicable regulatory agencies due to the alleged violation of my driver qualifications. _____ **Contractor Initials**
 - i. Any toll and fuel costs for undisclosed routes of travel or undisclosed use of Equipment. _____ **Contractor Initials**
9. I understand the items set forth in Sections 8.a. through 8.i. hereinabove are not a complete list of items that may arise that could affect deductions from the payments due to me under this Agreement, and that I have the right to submit a written rebuttal to Company for consideration of reversal of deductions for items listed and not listed. _____ **Contractor Initials**
10. I understand that Company assignments may, but are not required to, entail a minimum of 15 to 21 days of travel time. _____ **Contractor Initials**
11. I agree to follow and uphold all regulations set by the USDOT, the FMCSA, and/or any other applicable regulatory agencies. _____ **Contractor Initials**
12. I agree to document all Bills of Lading where I am not present or allowed to personally witness the loading or unloading of freight. _____ **Contractor Initials**
13. I understand and agree that this Agreement, including all provisions set forth in Paragraphs 1 through 12 hereinabove and Sections A. through V. in the attached “**STANDARD TERMS AND CONDITIONS,**” constitutes the entire understanding and agreement of the Parties and all terms and conditions regulating their relationship. It is distinctly understood and agreed there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. _____ **Contractor Initials**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date noted below.

COMPANY:

ABR Logistics, Inc., a Florida corporation
1225 Broken Sound Parkway NW Suite C
Boca Raton, FL 33487

By: _____

Name: _____

Its: _____

Date: _____

CONTRACTOR:

Name: _____

Address: _____

By: _____

Name: _____

By: _____

Date: _____

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1- Logbook Records

- Driver shall add a note to every change of status
- Driver shall be on duty while fuelling, roadside inspection, loading and unloading, roadside repairs, and etc.
- Driver shall not have unidentified driving events
- Driver shall not have ELD Disconnects
- Driver shall take 30 min break before the 8 hour of driving time
- Driver shall not exceed 11 hours of driving time or 14 hours shift or 70 hours' cycle
- Driver shall be allowed Personal Conveyance only without a trailer
- Driver shall be allowed Yard Move only within Yard
- Driver shall not be allowed Manual Drive Time

I understand, I shall follow the instructions above or I will be penalized;

First offense: \$100 fee. _____ **Contractor initials**

Second offense: two weeks' suspension without compensation. _____ **Contractor initials**

Third offense: termination of contract. _____ **Contractor initials**

2- Application, List of Violations, and Annual Review

- Driver shall provide accurate information on application
- Driver shall provide accurate list of violations
- Driver shall report to company any traffic violation, incident, medical, and personal issues affecting ability to drive

I understand, I shall follow guidelines stated above or I will be penalized. If a driver is found untruthful or misleading on any of the items listed above, the driver will be terminated immediately. _____ **Contractor initials**

3- Driver/Vehicle Examination Report, Traffic Violations, and Accidents

- Driver shall report to company Driver/Vehicle Examination Report
- Driver shall report to company traffic violations
- Driver shall report to company any accidents

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I understand, I shall follow the instructions above or I will be penalized;

- Failure to report Driver/Vehicle Examination Report: \$100 fee. _____ **Contractor initials**
- Failure to report to report traffic violations results on termination of contract _____ **Contractor initials**
- Driver involved in accident and found guilty will result in termination of contract. _____ **Contractor initials**

4- Company Resources, Pre/Post Trip Inspection, Expense Report

- Driver shall not use company resources for personal use such as using company credit card to pay for personal expenses, driving company truck for personal use, and etc...
- Driver shall complete Pre/Post Trip Inspection for every trip
- Driver shall complete Expense Report for every trip

I understand, I shall follow the guidelines above or I will be penalized. Failure to complete or comply with any of the guidelines will result:

- First offense \$200 fee. _____ **Contractor initials**
- Second offense two weeks' suspension without compensation. _____ **Contractor initials**
- Third offense termination of contract. _____ **Contractor initials**

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