

ACARS TOWING, LLC

DRIVER INTAKE/ORIENTATION

CONTRACT

This contract is entered into this ____ day of _____, 20____, between **ACARS TOWING LLC**, hereinafter referred to as “**Acars Towing**” and _____, hereinafter referred to as “**IC**”.

Whereas **Acars Towing** is acting as agents to provide support services including IC placement for various transport companies/auto clubs, hereinafter referred to as “**Company(s)**” and **IC** is desirous of availing himself/herself of **Acars Towing’s** services, it is therefore agreed as under:

IC will work with the Company(s) whose name will be added to this contract as Addendum “**A**” (TMS App) and will form an essential part of this agreement.

1. **IC** will work as an independent contractor for the Company(s) and will not at any time have an employee/employer relationship with **Acars Towing**. As such he/she will hold **Acars Towing** harmless against any liability claims of loss, damage or injury resulting directly or indirectly from his/her action/actions, the action/actions of the Company(s) or any third party action/actions, which whether reported or not reported, or failure to act/perform the assigned duties/responsibilities.

2. **IC** will be bound by the rules/regulations of the **Company(s)** he/she is working with and might have to sign a separate binding contract with each such **Company(s)**.
3. **Acars Towing** will pay a contractual rate of **25%** to **IC** for transportation services rendered. **IC** will operate **Acars Towing** facilitated equipment to meet the needs and requirements of customers. Initial settlement will be paid two weeks after the initial week is completed, thereafter on a weekly basis.
4. All paperwork for the load has to be received by **Acars Towing** daily and TMS App updated after each call. Failure to do so will result in no pay.
5. All billable services provided to or on behalf of **IC** will have a surcharge of \$10.00 or 10% of each transaction, whichever is higher. All such charges will show as deductions on the settlement statement.
6. **Acars Towing** will NOT be responsible for any type of insurance coverage, workman compensation etc., and **IC** may not be able to file for unemployment compensation at the time of layoff or separation. **Acars Towing** will make no deductions for taxes. **IC** will be responsible for filing all federal, local and state taxes.
7. This contract is valid for a period of 12 months, renewable at the end of term.
8. This contract can be terminated on one week's notice from either party. In the event of gross negligence by **IC**, **Acars Towing** will have the right to terminate this agreement without any notice by showing proper cause in writing. **Acars Towing's** determination in this regard shall be final.
9. Upon termination of this contract, **IC** will not work with the **Company(s)** for a period of six months. In the event he/she desires to do so, he/she will pay 10% of his/her gross settlement to **Acars Towing** for six months as penalty for breach of this contract.
10. **IC** will escrow **\$5,000** for the faithful performance of this contract. In case **IC** is unable to post that amount at the time of signing this contract, the escrow will be deducted by

Acars Towing from his/her weekly settlements in easy installments of **\$50.00** weekly until it reaches full amount. Escrow will be released after 90 days of contract termination.

11. All disputes or questions of interpretation will be settled through mediation. **Acars Towing** and **IC** both agree not to sue each other until all avenues of mediation have failed.

12. Only the courts in Walton County, GA USA will have jurisdiction in the event of litigation.

This agreement signed on this _____ day of _____, 20____.

I have fully **read** and **understood** the above contents of this contract.

ACARS TOWING LLC
P.O. BOX 251
JERSEY, GA 30018

IC Name

IC Address

Name

Guarantor's Name

Signature

Guarantor's Signature