

# ACARS TOWING, LLC

## OWNER OPERATOR 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 driver 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 charge a 25% service fee on the amounts billed on behalf of IC by Acars Towing. 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 **\$7,500** 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 **\$150.00** 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

**PAYMENT RECEIPT OPTIONS:**

- Direct Deposit
- EFS Checks
- Cash Card

**Standard Payments** - payable 2nd Thursday and weekly thereafter

**Quick Pay** - within 72 hours (must meet requirements below)

Enrollment requirements for the Quick Pay option:

- 1) Maintain a \$7,500 escrow
- 2) Original documents must be received by **Acars Towing**
- 3) 5% Quick Pay fee

**INSURANCE:**

I, \_\_\_\_\_, of \_\_\_\_\_  
agree to pay an \$1800.00 insurance deposit/down payment for VIN \_\_\_\_\_.

It is agreed and understood that if the amount is not paid upon signing of this agreement, I  
authorize **Acars Towing** to deduct **\$180.00** per week from my settlement until paid in full.

The current insurance rate being deducted from the settlement is \$400.00 a week.

**Acars Towing strongly discourages advances because there is a 10%  
processing fee applied to every transaction.**

I have fully **read** and **understood** the above contents:

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

\_\_\_\_\_  
IC Name

\_\_\_\_\_  
IC Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Guarantor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Guarantor's Signature

# LEASE AGREEMENT

**Note: This Lease Agreement should be maintained in the Equipment during the term of the Agreement.**

I. I, **ACARS TOWING LLC** (Carrier/Registrant), Address: P.O. Box 251, Jersey GA 30018, and \_\_\_\_\_  
\_\_\_\_\_(Equipment Owner)  
are parties to a written Lease Agreement (Agreement), whereby the Equipment Owner has leased to the Carrier  
certain motor vehicle equipment listed below, owned and controlled by the Equipment Owner, whereby the Equipment  
Owner is providing the Carrier as operator or operators of the Equipment for the purpose of loading, transporting and  
unloading freight.

II. The Original Agreement is on file at the Carrier's General Office. A copy of this Lease Agreement and receipt for the  
Equipment must be carried on the Equipment as required by 49 CFR §376. Carrier verifies that the Equipment is being  
operated by the Carrier, pursuant to the terms of the Agreement.

III. Equipment Owner/Equipment Information

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

dba: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ FEIN: \_\_\_\_\_  
\_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ VIN: \_\_\_\_\_ Unit #: \_\_\_\_\_

IV. Duration of Lease Agreement and Termination

The Lease Agreement shall begin on the date below and shall remain in effect until terminated by either party, giving  
notice to that effect. Notice may be given personally, by mail or by fax at the address or fax number shown in the  
Lease Agreement.

**MOTOR CARRIER/REGISTRANT**

By: ACARS TOWING LLC

Date: \_\_\_\_\_

USDOT #: 3902258 MC #: \_\_\_\_\_

**EQUIPMENT OWNER**

By: \_\_\_\_\_

Date: \_\_\_\_\_