

Rausser Bros Trucking, Inc.

10359 Live Oak Ave
PO Box 638 Galt, CA 95632
209-744-1000

INDEPENDENT CONTRACTOR SUB-HAULER AGREEMENT

This Independent Contractor Agreement is entered as of this ____ day of ____ 20 ____.

By and between Rausser Bros. Trucking, Inc. and _____

The parties have agreed to the following terms and conditions under which the terms of Such transportation shall be performed.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set Forth the parties agree as the following:

Subhauler: is declared to be an independent contractor and has no authority to act for Or on behalf of Broker, or to bind the Broker to any contract without the express written Approval of the Broker.

Insurance:

- A.** Commercial General Liability Insurance - \$1,000,000 Combined Single Limit
Commercial General Liability insurance coverage shall be in an amount equal to or greater than 1,000,000 per occurrence combined single limit. Said commercial general liability coverage shall provide coverage for bodily injury, property damage, personal injury, contractual liabilities and advertising injury.
- B.** Commercial Automobile Liability Insurance - \$1,000,000 combined single limit
automobile liability insurance coverage shall be in an amount equal to or greater than \$1,000,000 per occurrence combined single limit. Automobile liability

coverage shall provide coverage for liability arising out the use of any auto as defined by symbol 1 of the insurance services office's business auto coverage form. Said automobile liability coverage will also include pollution liability coverage for cargo (CA 9948 or equivalent) and a MCS 90 endorsement if required for the transportation of hazardous material.

- C. Cargo Liability Insurance – Cargo liability insurance, covering goods on any trailer or equipment whether or not identified, shall be in an amount equal to or greater than \$100,000 per occurrence for damage arising out of any one occurrence to property transported hereunder.
- D. Comprehensive and collision coverage insurance – If contractor uses any Rausser or G3 equipment comprehensive and collision coverage will be provided via a trailer interchange endorsement, or other equivalent coverage endorsement, with limits equal to the net replacement value for all trailer and any other equipment that is owned by Rausser or G3.
- E. Worker's Compensation Insurance – If you have drivers, coverage shall provide statutory limits of coverage within the state of employment and any state in which contractor is to perform any aspect of this agreement. Worker's compensation insurance policy shall maintain employer's liability insurance in an amount equal to or greater than \$1,000,000 each accident.

Performance: Performance is the essence of the agreement, the broker shall provide Subhauler with scheduling information and subhauler shall confirm to Schedules provided by broker. Subhauler agrees to begin work promptly as scheduled As requested by broker to perform diligently, in a safe manner, in good faith and full Cooperation with broker and with broker customers and complete the work as requested By broker. Failure to maintain the performance standard herein set forth shall give broker The right to terminate this agreement in the interest of protection its reputation and Reliable transportation services to its customer.

Invoice Requirements: Original bill of lading and winery weight tag is **REQUIRED** for payment and Must be turned in **everyday**, (be brought to Rausser Bros Trucking, Inc 10359 Live Oak Ave Galt, CA or mailed PO Box 638 Galt, CA or Emailed to TAMMIRAUSSEER@GMAIL.COM) If paperwork is delayed, this will cause payment to be delayed as well.

Dispatch: Subhauler is required to have their own communication (cell phone). Subhauler will be asked to contact dispatch before they leave the field and after they are Unloaded at winery. **Returning empty trailers to designated field, is part of the load.**

Rate, Charges and Payment: Payment by the broker will be made to the Subhauler Within 30 days after receipt of the carrier's freight bill has been received Subhaulers are Responsible for cross checking their loads by keeping their gold rod freight bill copy, to Make sure they got paid for that load. If for any reason a load is missed, it will need to Be brought to Rausser Bros. Trucking, Inc. attention and it will be paid with in the week it Was turned in.

This agreement shall remain in full force and in effect until December 31, 2023
Or cancelled according to term of this agreement.

Sub Hauler,

By: _____

Date: _____

Broker,

By: _____

Date: _____