



April 1, 2022

## **Independent Contractor Sub-Hauler Agreement**

THIS AGREEMENT is entered into by and between Weber Enterprise Trucking Corporation ("Weber") and \_\_\_\_\_, ("Sub-Hauler") effective (DATE) \_\_\_\_\_.

1. Under the terms of this Agreement, \_\_\_\_\_, may provide Independent Sub-Contracted Hauling Services to Weber on an as needed basis.
2. Sub-Hauler agrees to furnish each document requested in the "Sub-Hauler Checklist" included herein as attachment A.
3. Sub-Hauler acknowledges and agrees that compensation will be calculated based upon the location, type, duration, and quantity of services requested of the Sub-Hauler, consistent with a pre-arranged rate or rates solicited and agreed to prior to engaging in work.
4. Sub-Hauler acknowledges and agrees that the rate of pay may vary from project to project.
5. Invoices shall be submitted to Weber in connection with all services rendered not later than five (5) business days following the Friday of the week of work. Failure to timely submit invoices may result in a delay in payment.
6. All Non-Negotiable Bills of Lading (Freight Tickets) must be submitted electronically to Weber at the end of each day at the following email address: [tickets@weberenterprise.net](mailto:tickets@weberenterprise.net)
7. Sub-Hauler acknowledges and agrees that Weber is not responsible or liable for late fees on freight tickets and/or invoices submitted not in accordance with the terms of this Agreement.
8. Sub-Hauler acknowledges and agrees that Weber will charge a broker fee of up to but not to exceed 10% of the rate of pay.
9. Payments on invoices submitted in accordance with this Agreement will be paid in accordance with the payment schedule for the specific project on which services were rendered.
10. Sub-Hauler shall at all times maintain Comprehensive Automobile Liability Insurance (\$500,000.00/\$1,000,000.00 bodily injury; \$500,000.00 property damage); Workers Compensation and Occupational Disease (w/waiver of subrogation)
11. The automobile liability insurance shall insure Weber Enterprise Trucking Corporation, shall contain a cross-liability endorsement or its equivalent and shall incorporate therein specific reference to the contractual liability of Sub-Hauler pursuant to this Agreement, and Sub-Hauler



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shall furnish to Weber certificates and policy endorsements evidencing all required insurance coverage which shall include a specific reference to such contractual liability and a clause providing for thirty (30) days advance notice to be given in writing to Weber of cancellation, termination, or modification of the policy or policies so certified. In the event Sub-Hauler shall fail to purchase or maintain any of the insurance required by this Agreement, Weber may, but shall not be obligated to, purchase and maintain such insurance on Sub-Hauler's behalf and Sub-Hauler shall pay to Weber the cost thereof. Sub-Hauler waives all rights against Weber for damages actually paid by worker's compensation insurance maintained pursuant to this Agreement. Sub-Hauler shall cause its subcontractors and agents to similarly waive such rights as against Weber. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

12. Sub-Hauler agrees to maintain insurance in accordance with the requirements of this Agreement and further promises to maintain sufficient insurance coverages for the duration of this Agreement.
13. All services furnished by Sub-Hauler shall be performed only upon the terms hereof, notwithstanding any additional or inconsistent terms that may be contained in any acknowledgment, invoice, or other writing of Sub-Hauler. The terms of this Agreement may be varied only by a writing drafted and signed by Weber.
14. The validity of this Agreement, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be determined under, governed by, and construed in accordance with the Laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of Los Angeles, State of California. Pledgor and Agent waive, to the extent permitted under applicable law, any right each may have to assert the doctrine of forum non-conveniens or to object to venue to the extent any proceeding is brought in accordance with this section.



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15. If any action or proceeding should arise in connection with this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee, in addition to any other relief granted by the court.
16. Sub-Hauler shall comply with all laws, regulations, and administrative orders applicable to the furnishings of services by Sub-Hauler including, but not limited to, those relating to non-discrimination in employment and payment of wages, as though set forth herein in full.
17. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.
18. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this agreement through its authorized representative.
19. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
20. Sub-Hauler shall save harmless and indemnify Weber and its sureties, if any, from and against all actions, demands, liability and claims of every nature arising out of the furnishing of services subject to the terms of this Agreement including, but not limited to, claims for patent infringement, personal injury, death, property damage, liens, stop notices, and claims upon any statutory or common law bond furnished for the project or intended use. Weber may be liable only for damages directly attributable to acts determined to be grossly negligent on the behalf of Weber.

Weber Enterprise  
P.O. Box 10206 Burbank, CA 91510  
818.319.6707 | alexandria@weberenterprise.net



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Weber Enterprise Trucking Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*\*if your company employs one or more full or part time employees; or owns and operates more than one power unit, you are **NOT** an owner operator and are not eligible for any exemptions thereunder.*

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## ATTACHMENT A

*\*if your company employs one or more full or part time employees; or owns and operates more than one power unit, you are **NOT** an owner operator and are not eligible for any exemptions thereunder.*

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## Sub-Hauler Checklist

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

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

In order to engage in business with Weber Enterprise, you will be required to submit the following information to [alexandria@weberenterprise.net](mailto:alexandria@weberenterprise.net), prior to the commencement of work.

- Certificate of Insurance; naming Weber Enterprise as additionally insured
- Certificate of Worker's Compensation (If you have employee's) **OR** a signed declaration of owner-operator, (if no employees)\*
- IRS W9 Form
- Copy of Valid & Active Motor Carrier Permit
- Copy of Valid USDOT Certificate

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- Copy of Certification of enrollment in a Random Drug and Alcohol Testing Program
- Copy of Valid Driver's License for each driver; including endorsements if applicable
- Copy of **SBE/DBE/MBE/DVBE** Certification (If applicable)
- Copy of Valid California Department of Industrial Relations Registration
- Copy of Valid California Air Resource Board Compliance Certificate

All invoices and freight tickets must be mailed to our office on a weekly basis and is to include an invoice with the date of the job, address of the job, and ticket numbers. You **MUST** submit a signed yellow ticket at the job and mail Weber the original and the extra copy ticket.

*MAIL TO: P.O. BOX 10206 BURBANK CA 91510*

**PLEASE TAKE NOTICE: SHOULD WEBER NOT RECEIVE A COMPLETED IRS W9 FORM, WE WILL MAKE NO MORE THAN THREE (3) WRITTEN ATTEMPTS TO OBTAIN THE COMPLETED FORM. FAILURE TO PROVIDE A COMPLETED IRS W9 FORM WILL RESULT IN WEBER FILING AN "INCOMPLETE 1099-MISC". SHOULD THIS OCCUR, AS IT RELATES TO ANY FUTURE PAYMENTS IN THE FOLLOWING TAX YEAR(s), FEDERAL TAXES WILL BE GARNISHED AS PER IRS REGULATION.**

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## ***COMPANY INFORMATION***

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Motor Carrier #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

### **Check ONLY one:**

- Sole Proprietorship
- Partnership
- LLP
- LLC
- Corporation

### **Equipment Type and Quantity**

Bottom Dumps \_\_\_\_\_ Flatbeds \_\_\_\_\_ High Sides \_\_\_\_\_ Low Sides \_\_\_\_\_

Strong Arms \_\_\_\_\_ Super 10s \_\_\_\_\_ Sweeper \_\_\_\_\_ Ten-Wheeler \_\_\_\_\_

Transfers \_\_\_\_\_ Water Truck \_\_\_\_\_ Other \_\_\_\_\_

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