

## Weber Enterprise

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

## Independent Contractor Sub-Hauler Agreement

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

1. Under the terms of this Agreement, \_\_\_\_\_, may provide Independent Sub-Contracted Hauling Services to Weber on an as needed basis.
2. Carrier agrees to furnish each document requested in the "Sub-Hauler Checklist" included herein as attachment A.
3. Carrier acknowledges and agrees that compensation will be calculated based upon the location, type, duration, and quantity of services requested of the Carrier, consistent with a pre-arranged rate or rates solicited and agreed upon, prior to engaging in work.
4. Carrier 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. Carrier acknowledges and agrees that Weber is not responsible or liable for late fees on invoices submitted not in accordance with the terms of this Agreement.
7. Carrier acknowledges and agrees that Weber will charge a broker fee of up to but not to exceed 10% of the rate of pay.
8. Payments on invoices submitted in accordance with this Agreement will be paid on the 10<sup>th</sup> day of the first month following the month in which the services were provided.
9. Carrier acknowledges and agrees that it will not accept traffic from any Shipper, Consignor, Consignee or Customer of Weber where (1) the availability of such traffic first became known to Carrier as a result of Weber's efforts, or (2) the traffic of the Shipper, Consignor, Consignee or Customer of Weber was first tendered to Carrier by Weber. If Carrier breaches this Agreement and moves shipments obtained directly from customers of Weber during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of Weber, Carrier shall be obligated to pay Weber for a period of fifteen (15) months thereafter, commission in the amount of Thirty (30%) Percent of the transportation revenue resulting from traffic transported for the customer.
10. Carrier 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 (with waiver of subrogation) in accordance with Statutory Requirements
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 Carrier pursuant to this Agreement, and Carrier shall

## Weber Enterprise

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

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 Carrier 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 Carrier's behalf and Carrier shall pay to Weber the cost thereof. Carrier waives all rights against Weber for damages actually paid by worker's compensation insurance maintained pursuant to this Agreement. Carrier 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. Carrier 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. Carrier acknowledges and agrees all services furnished by Carrier 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 Carrier or any other party. The terms of this Agreement may be varied only by a writing drafted and signed by Weber and Carrier.
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.
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. Carrier shall comply with all laws, regulations, and administrative orders applicable to the furnishings of services by Carrier 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 affect the intent of the parties.

*\*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.*

## Weber Enterprise

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

20. Carrier shall save harmless and indemnify Weber and it's 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.

*\*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.*

**Weber Enterprise**

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

**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.*

**Weber Enterprise**

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

**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.*

**Weber Enterprise**

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

## 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, 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

*\*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.*

## Weber Enterprise

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

- 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 bills (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 us the original and the extra copy ticket.

**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.**

*\*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.*

**Weber Enterprise**

3601 W. Magnolia Blvd Suite 8, 2<sup>nd</sup> Floor; Burbank, CA 91505  
818.562.7450 | alexandria@weberenterprise.net



April 1, 2022

**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 \_\_\_\_\_

*\*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.*