



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

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

**1. Services:** Sub-Hauler agrees to provide subcontracted hauling and transportation services ("Services") to Weber Enterprise Trucking Corporation ("Company") on a non-exclusive, as-requested basis. Sub-Hauler acknowledges and agrees that Company is under no obligation to tender any minimum volume of work and retains sole and absolute discretion in assigning, scheduling, and directing the availability of work opportunities.

Sub-Hauler shall perform all Services in a timely, safe, and workmanlike manner consistent with industry standards and in full compliance with all applicable federal, state, and local laws, regulations, ordinances, and jobsite requirements. Sub-Hauler shall immediately notify Company of any condition that may delay or impact performance, including but not limited to equipment failure, labor issues, weather conditions, jobsite constraints, or regulatory limitations.

Sub-Hauler acknowledges that all Services performed pursuant to this Agreement are subject to the terms and conditions herein, and that no terms contained in any invoice, rate sheet, confirmation, or other document issued by Sub-Hauler shall alter, amend, or supersede this Agreement unless expressly agreed to in writing by Company.

Sub-Hauler further agrees that it is engaged as an independent business entity providing transportation services to multiple customers and is not economically dependent upon Company, and that acceptance of any assignment constitutes full agreement to all applicable terms, conditions, and requirements associated with such assignment.

**2. Documentation and Qualification Requirements:** As a condition precedent to performing any Services under this Agreement, Sub-Hauler shall provide to Company all documentation required by Company, including but not limited to the Sub-Hauler Checklist (as may be amended from time to time), certificates of insurance, W-9 forms, operating authority documentation, safety records, driver qualifications, and any other materials reasonably requested by Company. Sub-Hauler represents and warrants that all documentation provided is true, accurate, complete, and current, and agrees to promptly update any such documentation upon any change. Sub-Hauler shall have an ongoing obligation to maintain compliance with all qualification requirements and shall immediately notify Company of any lapse, suspension, revocation, or material change in any required license, permit, certification, or insurance coverage.

Company reserves the right, at any time and in its sole discretion, to verify Sub-Hauler's qualifications, request additional documentation, or suspend Sub-Hauler from performing Services pending receipt or verification of required materials. Sub-Hauler acknowledges that failure to provide or maintain required documentation shall constitute a material breach of this Agreement and may result in immediate suspension of work, withholding of payment, or termination of this Agreement.

Sub-Hauler further agrees that Company may rely upon the accuracy and completeness of all submitted documentation and shall have no obligation to independently verify such information.



Sub-Hauler shall indemnify and hold Company harmless from any claims, damages, or liabilities arising out of or related to inaccurate, incomplete, or outdated documentation provided by Sub-Hauler.

**3. Compensation:** Sub-Hauler acknowledges and agrees that compensation for Services performed under this Agreement shall be determined solely by Company on a project-by-project basis, taking into account factors including, but not limited to, location, type of material, duration, scope of work, equipment requirements, and prevailing market conditions.

All rates shall be established and communicated by Company prior to commencement of Services and may be confirmed in writing, including via email, text message, dispatch communication, rate sheet, or other electronic means (each, a "Rate Confirmation"). Sub-Hauler acknowledges and agrees that acceptance of any assignment or performance of any Services shall constitute full and binding acceptance of the applicable Rate Confirmation and all associated terms, regardless of whether Sub-Hauler has executed or returned a written confirmation.

Company reserves the right to modify, adjust, or revise rates prior to the commencement of Services for any Project. In the event Sub-Hauler proceeds with Services following such notice, Sub-Hauler shall be deemed to have accepted the revised rate.

Sub-Hauler acknowledges and agrees that rates may vary from project to project and that no prior rate, course of dealing, or prior communication shall establish any expectation or entitlement to future rates.

Company shall be entitled to retain a broker, dispatch, or administrative fee in connection with Services performed, not to exceed ten percent (10%) of the applicable rate, and such fee may be deducted from amounts otherwise payable to Sub-Hauler.

Sub-Hauler agrees that Company shall have the exclusive right to bill and collect from any customer, shipper, or third party in connection with Services performed under this Agreement, and Sub-Hauler shall have no right to invoice, bill, or pursue payment directly from any such party. Upon receipt of payment from Company, Sub-Hauler hereby assigns to Company any and all rights to payment from third parties related to such Services.

In the event that Services are performed and a dispute arises regarding the applicable rate, Sub-Hauler agrees that the rate determined and paid by Company shall be deemed the agreed-upon contract rate unless Sub-Hauler provides written objection within ten (10) days of payment.

Failure to timely object shall constitute a waiver of any claim for additional compensation.

Sub-Hauler further agrees that any claims for underpayment, additional compensation, or rate adjustments must be submitted in writing within thirty (30) days of the date of service, and any failure to do so shall result in a complete waiver of such claims.

Notwithstanding anything to the contrary, Company shall have no obligation to pay for Services that are not properly documented, authorized, or performed in accordance with this Agreement.

**4. Rate Variability and No Reliance:** Sub-Hauler acknowledges and agrees that all rates for Services are determined on a project-by-project basis and may vary at Company's sole discretion based on factors including, but not limited to, market conditions, customer requirements, project scope, material type, location, equipment demands, and operational considerations.

Sub-Hauler expressly agrees that no prior rates, communications, negotiations, course of dealing, or historical practices between the parties shall establish any expectation, entitlement, or



obligation with respect to future rates or assignments. Each Project shall be treated as a separate and independent transaction, governed exclusively by the Rate Confirmation applicable to that Project.

Sub-Hauler further acknowledges and agrees that it is not relying upon any representations, statements, or expectations regarding volume of work, consistency of rates, or future opportunities, and that Company has made no guarantees or commitments of any kind with respect to the quantity, frequency, or profitability of Services.

Any estimates, projections, or anticipated work volumes provided by Company, whether verbally or in writing, are provided solely for informational purposes and shall not be binding upon Company. Sub-Hauler assumes full risk with respect to fluctuations in work availability and rate variability.

**5. Invoices, Documentation, and Payment Conditions:** Sub-Hauler shall submit invoices for all Services performed under this Agreement in strict accordance with Company's requirements, including format, content, and submission procedures, and no later than five (5) business days following the Friday of the week in which the Services were performed. All invoices must be accompanied by complete and accurate supporting documentation, including but not limited to signed freight tickets, bills of lading, load confirmations, and any other documentation required by Company (collectively, "Supporting Documentation").

Sub-Hauler acknowledges and agrees that timely, complete, and accurate submission of invoices and Supporting Documentation is a material condition precedent to payment. Company shall have no obligation to process or pay any invoice that is incomplete, inaccurate, untimely, or unsupported by the required documentation.

Failure by Sub-Hauler to submit invoices and Supporting Documentation within the required timeframes may result, at Company's sole discretion, in delay of payment or complete waiver of Sub-Hauler's right to payment for the applicable Services. Sub-Hauler expressly assumes all risk associated with late or improper submission.

All Supporting Documentation, including freight tickets, shall be submitted in accordance with Company's daily and weekly reporting requirements. Sub-Hauler acknowledges that failure to comply with such requirements may impair Company's ability to bill its customers and may result in financial loss to Company, for which Sub-Hauler shall be responsible.

Payment of undisputed invoices that are properly submitted in accordance with this Agreement shall be made in accordance with the applicable Project payment schedule, but in no event later than thirty (30) days from receipt of a complete and compliant invoice and Supporting Documentation, unless otherwise agreed in writing by Company.

Any undisputed amounts not paid when due may accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law; however, no interest shall accrue on any disputed, incomplete, or non-compliant invoice.

Company shall have the right to withhold, offset, or deduct from any payments due to Sub-Hauler any amounts owed by Sub-Hauler to Company, including but not limited to claims, damages, back-charges, administrative costs, advances, or other liabilities arising under this Agreement.

Sub-Hauler agrees that any disputes regarding invoices, payments, or amounts owed must be submitted in writing within ten (10) days of payment or receipt of a statement, and failure to do



so shall constitute a full and final waiver of any such claims. Under no circumstances shall Sub-Hauler be entitled to payment for Services that are not properly documented, authorized, or performed in accordance with this Agreement.

**6. Freight Tickets and Daily Documentation Requirements:** Sub-Hauler shall ensure that all non-negotiable Bills of Lading, freight tickets, load confirmations, and any other required documentation for Services performed (“Freight Documentation”) are accurately completed, properly signed where required, and submitted to Company on a daily basis.

All Freight Documentation must be submitted electronically to Company no later than the end of each business day on which Services are performed, and shall be transmitted to the following designated email address: [dispatch@weberenterprise.net](mailto:dispatch@weberenterprise.net), or to such other address as Company may designate in writing from time to time.

Sub-Hauler acknowledges and agrees that strict compliance with daily submission requirements is essential to Company’s ability to invoice customers, track loads, and manage operations. Failure to timely submit Freight Documentation may result in delayed payment, rejection of invoices, or complete forfeiture of compensation for the affected Services, at Company’s sole discretion.

Sub-Hauler shall be solely responsible for ensuring the accuracy, completeness, and legibility of all Freight Documentation submitted. Any missing, incomplete, illegible, or incorrect documentation may be rejected by Company and deemed non-compliant. Sub-Hauler assumes all risk associated with lost, late, or improperly submitted documentation.

Sub-Hauler further agrees that Company shall not be responsible for any late fees, penalties, or losses incurred as a result of Sub-Hauler’s failure to comply with documentation requirements. To the extent Company incurs any damages, delays, or financial loss due to Sub-Hauler’s failure to timely or properly submit Freight Documentation, Sub-Hauler shall be liable to Company for such amounts, and Company may offset such amounts against any sums otherwise due to Sub-Hauler.

**7. Sub-Hauler Financial Responsibility and Liability:** Sub-Hauler acknowledges and agrees that it shall be solely responsible for all financial, operational, and administrative obligations arising out of or related to the Services performed under this Agreement, including but not limited to compliance with all invoicing, documentation, and reporting requirements set forth herein.

Sub-Hauler further acknowledges that Company’s ability to invoice its customers and receive payment is directly dependent upon Sub-Hauler’s timely and accurate submission of Freight Documentation and Supporting Documentation. Accordingly, Sub-Hauler agrees that it shall be fully liable for any and all losses, damages, delays, penalties, back-charges, chargebacks, or other financial impacts incurred by Company as a result of Sub-Hauler’s failure to timely, accurately, or properly submit required documentation or otherwise comply with the terms of this Agreement.

Without limiting the foregoing, Sub-Hauler shall be responsible for any amounts not collected by Company from its customers to the extent such non-payment or delay is caused, in whole or in part, by Sub-Hauler’s acts or omissions, including but not limited to late submission of invoices, missing or defective documentation, inaccurate information, or failure to follow Company procedures. Sub-Hauler agrees that such amounts may be charged back to Sub-Hauler and offset



against any sums otherwise owed.

Sub-Hauler further agrees that it shall be responsible for all costs and expenses incurred in the performance of Services, including but not limited to fuel, labor, maintenance, repairs, insurance, taxes, permits, tolls, and regulatory compliance, and that Company shall have no responsibility whatsoever for such expenses unless expressly agreed in writing.

Sub-Hauler acknowledges and agrees that Company shall have the right, in its sole discretion, to withhold payment, apply offsets, or recover any amounts owed by Sub-Hauler under this Agreement from any current or future payments, and that Company's determination of such amounts shall be presumed correct unless disputed in writing within ten (10) days.

Sub-Hauler further agrees that it shall not be entitled to recover any consequential, incidental, or speculative damages from Company under any circumstances, including but not limited to lost profits, lost opportunities, or business interruption.

The obligations set forth in this Section shall survive termination of this Agreement.

**8. Fees, Charges, and Compensation Adjustments:** Sub-Hauler acknowledges and agrees that Company shall be entitled to retain a broker, dispatch, administrative, or service fee in connection with Services performed under this Agreement, which fee shall not exceed ten percent (10%) of the applicable rate for each Project, unless otherwise agreed in writing.

In addition to the foregoing, Sub-Hauler agrees that Company shall have the right to assess, deduct, or retain additional fees, charges, or adjustments as reasonably necessary to account for administrative costs, operational expenses, risk allocation, or services provided by Company in connection with the coordination, management, or facilitation of Services. Such charges may include, without limitation, fees related to scheduling, dispatch, billing, compliance management, insurance coordination, documentation processing, or other administrative functions.

Sub-Hauler further acknowledges and agrees that Company retains sole discretion in determining the total amount billed to customers and the portion of such amounts allocated to Sub-Hauler, and that Sub-Hauler shall have no right to audit, review, or challenge Company's pricing, margins, or customer billing arrangements.

Company shall have the right to adjust compensation payable to Sub-Hauler to reflect any deductions, offsets, back-charges, or other amounts owed by Sub-Hauler under this Agreement, including but not limited to damages, claims, administrative costs, or performance-related adjustments.

Sub-Hauler agrees that any compensation paid by Company constitutes full and complete payment for Services performed, subject to the terms of this Agreement, and Sub-Hauler waives any right to seek additional compensation from Company or any third party, except as expressly provided herein.

**9. Payment Terms:** Payments for Services performed under this Agreement shall be made in accordance with Company's standard payment cycle and the applicable Project requirements, provided that Sub-Hauler has timely submitted a complete, accurate, and compliant invoice together with all required Supporting Documentation in accordance with this Agreement. Subject to the foregoing, Company shall use commercially reasonable efforts to remit payment of undisputed amounts within thirty (30) days from receipt of a complete and compliant invoice and all required Supporting Documentation. Sub-Hauler acknowledges and agrees that any deficiencies, inaccuracies, or delays in submission may result in corresponding delays in



payment.

Notwithstanding the above, Sub-Hauler agrees that payment obligations are contingent upon Company's ability to verify, process, and reconcile all applicable documentation and charges associated with the Services, including coordination with customers, jobsite verification, and internal review procedures. In the event of delays arising from documentation issues, billing discrepancies, customer disputes, or other factors outside Company's reasonable control, payment timelines may be reasonably extended until such issues are resolved.

Sub-Hauler further acknowledges that certain projects may involve extended billing cycles or delayed payment schedules from customers, and Sub-Hauler agrees that Company shall not be deemed in breach of this Agreement for reasonable delays in payment attributable to such circumstances, provided that Company continues to act in good faith and with commercially reasonable diligence to obtain payment.

Company shall have no obligation to pay any disputed amounts unless and until such disputes are resolved. Any amounts subject to offset, back-charge, or adjustment pursuant to this Agreement may be withheld or deducted from payments otherwise due.

**10. Insurance Requirements:** Sub-Hauler shall, at its sole cost and expense, procure and maintain in full force and effect at all times during the term of this Agreement all insurance coverage required by applicable federal, state, and local laws and regulations, including but not limited to those established by the Federal Motor Carrier Safety Administration ("FMCSA"), and as otherwise required by Company.

At a minimum, Sub-Hauler shall maintain the following coverages:

**(a) Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles used in connection with the performance of Services, with limits not less than:

- **\$1,000,000 per occurrence** for non-hazardous materials, or
- Such higher limits as required by applicable law based on cargo classification, including but not limited to:
  - **\$1,000,000 – \$5,000,000** for transportation of hazardous materials, explosives, toxic substances, or bulk hazardous cargo, depending on classification and volume
  - Any additional limits required for specialized or regulated materials

**(b) Motor Truck Cargo Insurance** in an amount sufficient to cover the full value of materials transported, or such higher limits as may be required by Company or applicable project requirements.

**(c) Workers' Compensation Insurance** as required by applicable law, together with employer's liability coverage with limits not less than \$1,000,000 per occurrence.

**(d) Pollution Liability Insurance**, where applicable, including coverage for environmental damage, contamination, or hazardous material incidents arising from the performance of Services.

Sub-Hauler acknowledges and agrees that it shall be solely responsible for determining and maintaining the appropriate level of insurance required for the specific cargo being transported and shall ensure full compliance with all FMCSA minimum insurance requirements, including but not limited to those set forth in 49 C.F.R. Part 387, as may be amended from time to time. All insurance policies shall:



- Name **Company as an additional insured** on a primary and non-contributory basis
- Include a **waiver of subrogation** in favor of Company
- Provide that coverage may not be canceled, non-renewed, or materially modified without at least **thirty (30) days' prior written notice** to Company
- Be issued by insurers rated A- or better by A.M. Best or otherwise acceptable to Company

Sub-Hauler shall provide certificates of insurance and, upon request, copies of policy endorsements evidencing compliance with the foregoing requirements prior to commencing Services and at any time upon request by Company.

Failure by Sub-Hauler to maintain required insurance coverage or provide proof thereof shall constitute a material breach of this Agreement and may result in immediate suspension or termination of Services. In addition, Company shall have the right, but not the obligation, to procure such insurance on behalf of Sub-Hauler and charge the cost thereof to Sub-Hauler, which amounts may be deducted from any sums otherwise due.

Sub-Hauler acknowledges and agrees that the insurance requirements set forth herein are minimum requirements only and shall not limit Sub-Hauler's liability under this Agreement. Sub-Hauler shall remain fully responsible for all claims, damages, losses, and liabilities arising out of or related to the performance of Services, regardless of whether such amounts exceed the limits of insurance maintained.

**11. Insurance Continuity, Claim Reporting, and Cooperation:** Sub-Hauler shall maintain all insurance coverage required under this Agreement on a continuous, uninterrupted basis throughout the term of this Agreement and for any period during which Services are being performed. Sub-Hauler shall not allow any policy to lapse, expire, be canceled, or materially modified without providing prior written notice to Company and securing replacement coverage that fully complies with the requirements set forth herein.

Sub-Hauler shall immediately notify Company in writing of any actual or threatened cancellation, non-renewal, lapse, or material modification of any required insurance policy, as well as any notice received from an insurer regarding such events. Any failure to maintain continuous coverage shall constitute a material breach of this Agreement and may result in immediate suspension or termination of Services, without liability to Company.

Sub-Hauler shall notify Company of any accident, incident, claim, loss, or occurrence arising out of or related to Services performed under this Agreement, including but not limited to bodily injury, property damage, cargo loss, environmental incidents, or regulatory violations, within **twenty-four (24) hours** of occurrence or as soon as reasonably practicable thereafter.

Such notice shall include all relevant details known at the time, including the date, time, location, nature of the incident, parties involved, and any available documentation or reports. Sub-Hauler shall promptly supplement such notice as additional information becomes available.

Sub-Hauler agrees to fully cooperate with Company and its insurers in the investigation, defense, and resolution of any claims, including providing statements, records, documentation, and access to personnel as reasonably requested. Sub-Hauler shall not admit liability, settle any claim, or incur any expense on behalf of Company without Company's prior written consent.

Sub-Hauler further agrees that any failure to timely report an incident or cooperate in the handling of a claim may result in denial of coverage, increased liability exposure, or financial



loss to Company, and Sub-Hauler shall be responsible for any such resulting damages. Company shall have the right to offset any such amounts against payments otherwise due to Sub-Hauler. The obligations set forth in this Section shall survive termination of this Agreement.

## **12. Compliance with Laws and Regulatory Requirements**

Sub-Hauler represents, warrants, and covenants that it is and shall remain in full compliance with all applicable federal, state, and local laws, regulations, and ordinances governing its operations and the performance of Services under this Agreement, including but not limited to those enforced by the **Federal Motor Carrier Safety Administration (“FMCSA”)**, the **United States Department of Transportation (“DOT”)**, the **Occupational Safety and Health Administration (“OSHA”)**, and any applicable state or local regulatory authorities.

Without limiting the foregoing, Sub-Hauler shall comply with all applicable provisions of:

- **49 C.F.R. Parts 350–399**, including but not limited to regulations governing driver qualifications (Part 391), hours of service (Part 395), inspection, repair, and maintenance (Part 396), and controlled substances and alcohol use and testing (Part 382);
- **49 C.F.R. Part 387**, relating to minimum levels of financial responsibility;
- **49 U.S.C. § 13901 et seq.**, relating to motor carrier registration and operating authority;
- All applicable **hazardous materials regulations** under **49 C.F.R. Parts 171–180**, where applicable;
- All applicable **state transportation, environmental, and labor laws**, including those governing intrastate hauling operations in jurisdictions where Services are performed, including Arizona.

Sub-Hauler further represents and warrants that it holds all required licenses, permits, registrations, and operating authority necessary to lawfully perform Services, and that such authority is active, valid, and in good standing. Sub-Hauler shall immediately notify Company of any suspension, revocation, downgrade, or adverse regulatory action affecting its authority, safety rating, or legal ability to operate.

Sub-Hauler shall be solely responsible for ensuring that all drivers, employees, and agents comply with all applicable laws and regulations, including licensing, medical certification, drug and alcohol testing, safety training, and hours-of-service requirements. Sub-Hauler shall maintain all required records and make such records available to Company upon request.

Sub-Hauler acknowledges and agrees that compliance with applicable laws and regulations is a material condition of this Agreement, and any violation may result in immediate suspension or termination of Services at Company’s sole discretion.

Sub-Hauler shall defend, indemnify, and hold harmless Company from and against any and all claims, penalties, fines, liabilities, or damages arising out of or related to Sub-Hauler’s failure to comply with applicable laws or regulations.

Sub-Hauler further agrees that it shall bear sole responsibility for monitoring and complying with any changes in applicable laws or regulations, and that such changes shall automatically apply to Sub-Hauler’s obligations under this Agreement without the need for amendment.

**13. Non-Circumvention and Non-Solicitation:** Sub-Hauler acknowledges that Company has developed and maintains valuable business relationships with its customers, shippers, contractors, brokers, and other business partners (collectively, “Customers”), and that such relationships constitute a legitimate business interest entitled to protection.



Accordingly, Sub-Hauler agrees that, during the term of this Agreement and for a period of **fifteen (15) months** following the termination of this Agreement for any reason, Sub-Hauler shall not, directly or indirectly, for itself or on behalf of any other person or entity:

- (i) solicit, accept, or perform services for any Customer of Company where such opportunity arose from or through Sub-Hauler's relationship with Company;
- (ii) attempt to divert, interfere with, or circumvent Company's relationship with any Customer;
- or
- (iii) utilize any information obtained through Company, including but not limited to customer identities, project details, pricing, or logistics, to perform services outside of Company.

This restriction shall apply regardless of whether such services are performed under a different business name, through a third party, or by any affiliated entity of Sub-Hauler.

Notwithstanding the foregoing, this Section shall not apply to Customers with whom Sub-Hauler can demonstrate a bona fide, pre-existing, and documented business relationship that existed prior to Sub-Hauler's engagement with Company, provided that Sub-Hauler did not receive any confidential or proprietary information from Company relating to such Customer.

Sub-Hauler acknowledges and agrees that any breach of this Section would result in substantial harm to Company that would be difficult to quantify with precision. Accordingly, in the event of a breach, Sub-Hauler agrees to pay Company, as **liquidated damages and not as a penalty**, an amount equal to **thirty percent (30%) of all gross revenue** earned by Sub-Hauler, or any affiliated entity, from services performed in violation of this Section during the restricted period. The parties agree that such liquidated damages represent a reasonable estimate of the damages that Company would incur as a result of such breach, taking into account lost profits, business disruption, and loss of goodwill.

In addition to liquidated damages, Company shall be entitled to seek injunctive relief, equitable remedies, and recovery of attorneys' fees and costs to enforce this Section.

Sub-Hauler agrees that the restrictions set forth herein are reasonable in scope, duration, and geographic reach, and are necessary to protect Company's legitimate business interests.

The obligations set forth in this Section shall survive termination of this Agreement.

**14. Detention, Delays, and Standby Time:** Sub-Hauler acknowledges that jobsite conditions, traffic, loading delays, weather, and other operational factors may result in wait times or delays in the performance of Services, and Sub-Hauler agrees that such conditions are inherent in the nature of construction hauling operations.

Sub-Hauler shall not be entitled to any detention, delay, standby, or additional compensation unless such compensation has been **expressly authorized in advance by Company in writing**, or subsequently approved by Company in its sole discretion based on documented circumstances.

In the event Sub-Hauler seeks detention or delay compensation, Sub-Hauler must (i) promptly notify Company at the time the delay occurs, (ii) obtain confirmation or acknowledgment from Company or its authorized representative, and (iii) provide complete and accurate supporting documentation, including timestamps, jobsite verification, and any other information reasonably requested by Company.

Sub-Hauler acknowledges and agrees that failure to comply with the notification and documentation requirements set forth herein shall result in a waiver of any claim for detention or



delay compensation.

Company shall have sole and absolute discretion in determining whether detention or delay compensation is warranted, and in establishing the applicable rate or amount, if any. Sub-Hauler agrees that any determination by Company regarding such compensation shall be final and binding.

Under no circumstances shall Sub-Hauler be entitled to compensation for delays caused, in whole or in part, by Sub-Hauler's own actions or omissions, including but not limited to late arrival, equipment issues, driver availability, or failure to follow instructions.

**15. Dispute Resolution, Governing Law, and Waiver of Jury Trial:** This Agreement, and any dispute, claim, or controversy arising out of or relating to this Agreement or the Services performed hereunder, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located within **Los Angeles County, California**, and the parties hereby irrevocably submit to the personal jurisdiction and venue of such courts. Sub-Hauler expressly waives any objection based on improper venue or forum non conveniens.

Prior to initiating formal legal proceedings, the parties agree to attempt, in good faith, to resolve any dispute through informal discussions. Notwithstanding the foregoing, Company shall have the right to seek immediate injunctive or equitable relief in any court of competent jurisdiction to enforce its rights under this Agreement, including but not limited to enforcement of non-circumvention, confidentiality, or intellectual property provisions.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of any dispute or legal proceeding arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in connection therewith, in addition to any other relief awarded.

**16. Attorneys' Fees:** In the event of any dispute, claim, action, or proceeding arising out of or relating to this Agreement, the Services performed hereunder, or the relationship between the parties, Company shall be entitled to recover, in addition to any other relief to which it may be entitled, all reasonable attorneys' fees, costs, and expenses incurred in connection with the enforcement of this Agreement, including but not limited to fees and costs incurred in pre-litigation negotiations, mediation, arbitration, litigation, appeals, and post-judgment collection efforts.

Sub-Hauler acknowledges and agrees that Company may incur significant administrative, legal, and operational costs in enforcing its rights under this Agreement, and that this provision is intended to fully compensate Company for such expenditures. Accordingly, Sub-Hauler agrees that Company shall be entitled to recover attorneys' fees and costs regardless of whether formal litigation is initiated, and that such recovery shall apply to any efforts undertaken by Company to enforce compliance, collect amounts owed, or defend against claims arising from Sub-Hauler's



performance.

This provision shall be construed as cumulative of, and in addition to, any other attorneys' fees or cost recovery provisions set forth elsewhere in this Agreement, and shall survive termination of this Agreement for any reason.

**17. Independent Business and Operational Status:** Sub-Hauler represents, warrants, and covenants that it is, and shall at all times remain, an independently established business entity customarily engaged in the business of providing transportation and hauling services to the general public and multiple customers, and that it operates free from the control and direction of Company in connection with the performance of Services under this Agreement, both under the terms of this Agreement and in fact.

Without limiting the foregoing, Sub-Hauler expressly acknowledges and agrees that it satisfies each of the following conditions, which are material to this Agreement:

- (a) Sub-Hauler is free from the control and direction of Company in the performance of Services, including but not limited to control over routes, methods, means of performance, scheduling, personnel, equipment, and operational decisions, except for general specifications related to the desired results of the Services;
- (b) Sub-Hauler performs services that are within the usual course of its independently established business and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed under this Agreement;
- (c) Sub-Hauler maintains an independently established business, including but not limited to maintaining its own business location (if applicable), maintaining its own equipment, employing or contracting with its own personnel, advertising its services to the public, and providing similar services to multiple clients or customers;
- (d) Sub-Hauler bears the risk of profit or loss from its operations and is not economically dependent upon Company for its continued business operations;
- (e) Sub-Hauler has the sole authority to hire, discipline, supervise, compensate, and terminate its employees, drivers, and contractors, and is solely responsible for compliance with all applicable employment, labor, and wage laws;
- (f) Sub-Hauler is responsible for all costs and expenses associated with its business operations, including but not limited to fuel, maintenance, insurance, taxes, permits, and regulatory compliance;
- (g) Sub-Hauler holds itself out to the public as available to provide hauling or transportation services and does not represent itself as an employee, agent, or representative of Company. Sub-Hauler acknowledges and agrees that it has had the opportunity to independently evaluate this Agreement, negotiate its terms, and determine whether the compensation and conditions herein are acceptable, and that it enters into this Agreement voluntarily and without reliance on any expectation of continued work, minimum volume, or guaranteed compensation.

Sub-Hauler further agrees that the relationship between the parties is that of independent contracting entities, and that nothing in this Agreement shall be construed as creating any employment, agency, joint venture, or partnership relationship. Sub-Hauler expressly waives any claim or assertion that it is an employee of Company for any purpose, including but not limited to claims for wages, overtime, benefits, or protections under any employment-related laws. Sub-Hauler shall defend, indemnify, and hold harmless Company from and against any and all



claims, liabilities, damages, penalties, fines, or expenses arising out of or related to any allegation that Sub-Hauler or its personnel are employees of Company or otherwise entitled to employment-related benefits or protections.

The provisions of this Section are intended to comply with, and be interpreted consistently with, applicable independent contractor laws and standards, including those reflected in California's "ABC test" and similar legal frameworks, regardless of the jurisdiction in which Services are performed, and shall survive termination of this Agreement.

**18. Relationship of the Parties:** Nothing contained in this Agreement shall be deemed or construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between Company and Sub-Hauler. The parties expressly acknowledge and agree that Sub-Hauler is, and shall at all times remain, an independent contractor operating an independently established business, and that no relationship other than that of independent contracting parties is intended or created by this Agreement.

Sub-Hauler shall not be considered an employee of Company for any purpose whatsoever and shall not be entitled to any benefits provided by Company to its employees, including but not limited to wages, overtime compensation, workers' compensation coverage through Company, unemployment insurance, health benefits, retirement benefits, or any other employee-related protections or entitlements.

Sub-Hauler shall have no authority to bind, obligate, or otherwise act on behalf of Company in any respect, and shall not hold itself out as having such authority. Sub-Hauler shall not represent, either expressly or implicitly, that it is an employee, agent, partner, or representative of Company.

Without limiting the foregoing, Sub-Hauler agrees that it shall not:

- (i) wear or display Company-branded clothing, uniforms, or identification in a manner that would reasonably suggest an employment or agency relationship;
- (ii) place or display Company logos, branding, or identification on Sub-Hauler's equipment, vehicles, or materials without prior written consent;
- (iii) represent to any customer, jobsite personnel, governmental authority, or third party that it is "working for," "employed by," or otherwise affiliated with Company in any capacity other than as an independent subcontractor; or
- (iv) use Company's name, branding, or reputation for any purpose other than performing Services as authorized under this Agreement.

Sub-Hauler shall be solely responsible for all acts and omissions of its employees, drivers, agents, and contractors, and shall be solely responsible for the direction, supervision, compensation, and control of such individuals. Company shall have no responsibility for hiring, training, supervising, disciplining, or terminating Sub-Hauler's personnel.

Sub-Hauler acknowledges and agrees that it is not granted any exclusive rights under this Agreement and that Company may engage other contractors to perform similar services at any time. Sub-Hauler further acknowledges that it is free to perform services for other customers and is not required to accept any particular assignment offered by Company.

Sub-Hauler agrees that it shall not rely on this Agreement as evidence of any ongoing relationship beyond that of independent contracting parties, and that no statements, conduct, or course of dealing shall be interpreted to create any relationship inconsistent with the terms of this



## Section.

Sub-Hauler shall defend, indemnify, and hold harmless Company from and against any and all claims, liabilities, damages, or expenses arising out of or related to any allegation that Sub-Hauler or its personnel are employees, agents, or representatives of Company, or that any such relationship exists contrary to the terms of this Agreement.

The provisions of this Section shall survive termination of this Agreement.

**19. No Waiver; Course of Dealing:** The failure of Company at any time to require strict performance by Sub-Hauler of any provision of this Agreement, or to exercise any right, remedy, or option available to Company under this Agreement or at law, shall not be construed as a waiver of such provision, right, remedy, or option, nor shall it affect Company's ability to enforce the same at any later time.

No waiver by Company of any breach or default by Sub-Hauler shall be deemed a waiver of any subsequent breach or default, whether of the same or a different nature. Any waiver must be expressly stated in a written document signed by Company, and no oral statements, conduct, or course of dealing shall be deemed to constitute a waiver.

Sub-Hauler expressly acknowledges and agrees that no course of dealing, prior conduct, industry custom, or past practice between the parties shall be used to interpret, supplement, modify, or contradict any term of this Agreement. The terms of this Agreement shall control in all circumstances unless expressly modified in writing by Company.

Sub-Hauler further agrees that Company's acceptance of performance, payment of invoices, or failure to object to any action by Sub-Hauler shall not be deemed acceptance of non-compliant performance or a modification of this Agreement.

This Agreement may not be amended, modified, or supplemented except by a written document executed by an authorized representative of Company. Any purported modification not meeting this requirement shall be null and void.

**20. Assignment:** Sub-Hauler shall not assign, delegate, subcontract, transfer, or otherwise convey this Agreement, or any of its rights or obligations hereunder, in whole or in part, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Company, which may be withheld in Company's sole and absolute discretion.

Any attempted assignment, delegation, or transfer by Sub-Hauler in violation of this Section shall be null, void, and of no force or effect, and shall constitute a material breach of this Agreement.

Company shall have the unrestricted right to assign, transfer, or delegate this Agreement, in whole or in part, to any affiliate, parent, subsidiary, successor entity, or third party, without the consent of Sub-Hauler. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

Sub-Hauler acknowledges and agrees that any change in ownership, control, or operational structure of Sub-Hauler, including but not limited to merger, sale of assets, or transfer of a controlling interest, shall be deemed an assignment requiring Company's prior written consent.

**21. Severability and Reformation:** If any provision of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall not be deemed void, but rather shall be construed, modified, and reformed to the maximum extent necessary to render it



valid, legal, and enforceable while preserving the original intent of the parties as closely as possible.

The parties expressly agree that any court interpreting this Agreement shall have the authority to reform, revise, or modify any provision that is found to be overbroad, unenforceable, or otherwise invalid so as to give effect to such provision to the fullest extent permitted by applicable law.

In the event that any provision cannot be reformed or enforced, such provision shall be severed from this Agreement, and all remaining provisions shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

Sub-Hauler acknowledges and agrees that the provisions of this Agreement are independent and severable, and that the invalidity or unenforceability of any one provision shall not affect the enforceability of any other provision.

**22. Confidentiality:** Sub-Hauler acknowledges that, in the course of performing Services under this Agreement, it may receive or have access to certain non-public, confidential, or proprietary information of Company, including but not limited to customer identities, pricing, rates, project details, jobsite information, operational processes, dispatch methods, business relationships, and other commercially sensitive information (collectively, "Confidential Information").

Sub-Hauler agrees that it shall hold all Confidential Information in strict confidence and shall not, directly or indirectly, disclose, use, copy, reproduce, or permit the use of such Confidential Information for any purpose other than the performance of Services under this Agreement, without the prior written consent of Company.

Sub-Hauler shall take all reasonable measures to protect the confidentiality of such information, including restricting access to its employees, drivers, or agents strictly on a need-to-know basis and ensuring that such individuals are bound by confidentiality obligations at least as protective as those set forth herein.

Sub-Hauler acknowledges and agrees that Confidential Information constitutes valuable business assets of Company, and that any unauthorized use or disclosure would cause immediate and irreparable harm to Company for which monetary damages alone may be inadequate.

Accordingly, Sub-Hauler agrees that, in the event of any actual or threatened breach of this Section, Company shall be entitled to seek immediate injunctive relief, equitable remedies, and any other remedies available at law or in equity, without the necessity of posting bond.

Sub-Hauler shall not use Confidential Information to solicit, divert, or perform services for any customer of Company, except as expressly authorized under this Agreement.

Upon termination of this Agreement, or upon request by Company, Sub-Hauler shall promptly return or destroy all Confidential Information in its possession or control, including any copies, summaries, or derivatives thereof.

The obligations set forth in this Section shall survive termination of this Agreement for any reason.

**23. Audit and Inspection Rights:** Company shall have the right, upon reasonable notice and during normal business hours, to audit, inspect, and review Sub-Hauler's records, documentation, equipment, and operations as necessary to verify Sub-Hauler's compliance with the terms of this Agreement, applicable laws and regulations, and any project-specific requirements.



Such audit and inspection rights shall include, without limitation, the right to review freight documentation, invoices, supporting records, driver qualification files, insurance documentation, maintenance records, safety records, and any other materials reasonably related to the performance of Services under this Agreement.

Sub-Hauler shall fully cooperate with any such audit or inspection and shall provide timely access to all requested records, personnel, equipment, and facilities. Sub-Hauler shall not obstruct, delay, or interfere with Company's exercise of its rights under this Section.

In the event that any audit or inspection reveals non-compliance with this Agreement, Sub-Hauler shall promptly take all corrective actions required by Company. Sub-Hauler shall be responsible for any costs, damages, or liabilities arising from such non-compliance, and Company shall have the right to offset such amounts against any payments due.

Failure by Sub-Hauler to cooperate with an audit or inspection, or failure to remedy any identified non-compliance, shall constitute a material breach of this Agreement and may result in immediate suspension or termination of Services.

The rights set forth in this Section shall survive termination of this Agreement for so long as necessary to verify compliance with obligations incurred during the term.

**24. Subcontracting Prohibition:** Sub-Hauler shall not subcontract, broker, assign, delegate, or otherwise transfer, in whole or in part, any Services to be performed under this Agreement to any third party without the prior express written consent of Company, which may be withheld in Company's sole and absolute discretion.

Sub-Hauler acknowledges and agrees that this Agreement is entered into based upon Company's reliance on Sub-Hauler's specific qualifications, capabilities, safety record, and compliance status, and that any unauthorized subcontracting or re-brokering of Services would constitute a material breach of this Agreement.

Without limiting the foregoing, Sub-Hauler shall not engage any other motor carrier, independent contractor, or third party to perform Services tendered by Company, nor shall Sub-Hauler "double-broker," re-dispatch, or otherwise pass through any load or assignment obtained from Company.

In the event Sub-Hauler violates this Section, Sub-Hauler shall remain fully liable for all acts and omissions of any unauthorized third party and shall defend, indemnify, and hold harmless Company from and against any and all claims, liabilities, damages, losses, penalties, fines, or expenses arising out of or related to such unauthorized subcontracting or transfer of Services. Company shall have the right to immediately terminate this Agreement upon any violation of this Section, and Sub-Hauler shall forfeit any right to payment for Services performed in violation of this provision, in addition to any other remedies available to Company.

The obligations set forth in this Section shall survive termination of this Agreement.

**25. Equipment Use and Responsibility:** Sub-Hauler shall be solely responsible for the ownership, operation, maintenance, repair, and condition of all equipment used in the performance of Services under this Agreement. All equipment shall be maintained in safe, roadworthy, and fully compliant condition in accordance with all applicable federal, state, and local laws and regulations, including but not limited to inspection, maintenance, and safety requirements set forth under applicable DOT and FMCSA regulations.

Sub-Hauler shall ensure that all equipment is suitable for the type of materials being transported



and is properly configured, secured, and operated to prevent spillage, damage, contamination, or loss of materials. Sub-Hauler shall not transport any materials that are unsafe, improperly loaded, or in violation of applicable laws without immediately notifying Company and obtaining further direction.

Sub-Hauler shall not co-mingle loads, transport unauthorized materials, or use equipment for any purpose inconsistent with Company instructions, project requirements, or applicable regulations. Sub-Hauler shall be solely responsible for verifying load conditions at the time of pickup and for ensuring that all loads are properly secured and transported.

Sub-Hauler assumes full responsibility and liability for any damage to property, equipment, roadways, or materials arising out of or related to the use or operation of its equipment, including but not limited to damage caused by spills, improper loading or unloading, equipment failure, or operator error.

Sub-Hauler shall be solely responsible for any fines, penalties, citations, or violations arising out of the operation or condition of its equipment, including but not limited to overweight loads, safety violations, or regulatory non-compliance.

Company shall have no responsibility whatsoever for the condition, operation, or performance of Sub-Hauler's equipment, and Sub-Hauler expressly assumes all risks associated therewith.

The obligations set forth in this Section shall survive termination of this Agreement.

**26. Taxes and Financial Obligations:** Sub-Hauler shall be solely responsible for the payment of all federal, state, and local taxes arising out of or related to compensation received under this Agreement, including but not limited to income taxes, payroll taxes, self-employment taxes, fuel taxes, use taxes, sales taxes (if applicable), and any other governmental assessments, fees, or charges imposed in connection with Sub-Hauler's operations.

Sub-Hauler acknowledges and agrees that Company shall not withhold or pay any taxes on behalf of Sub-Hauler, and that Sub-Hauler is solely responsible for reporting and remitting all such taxes to the appropriate governmental authorities.

Sub-Hauler shall be solely responsible for all financial obligations associated with its business operations, including but not limited to wages, benefits, insurance premiums, equipment costs, fuel, maintenance, permits, licensing fees, and regulatory compliance costs.

Sub-Hauler shall defend, indemnify, and hold harmless Company from and against any and all claims, liabilities, damages, penalties, fines, interest, or expenses arising out of or related to Sub-Hauler's failure to properly report, pay, or comply with any tax or financial obligations, including any claims by governmental authorities or third parties.

Sub-Hauler acknowledges and agrees that, in the event any governmental authority determines that Company is responsible for withholding or paying taxes on behalf of Sub-Hauler, Sub-Hauler shall reimburse Company for any such amounts, including all associated penalties, interest, and costs, and Company shall have the right to offset such amounts against any sums otherwise due to Sub-Hauler.

The obligations set forth in this Section shall survive termination of this Agreement.

**27. No Reliance:** Sub-Hauler acknowledges and agrees that it has not relied upon any representations, statements, promises, or inducements of any kind made by Company or its representatives, whether oral or written, regarding the availability of work, volume of assignments, rates of compensation, profitability, or any other aspect of the relationship between



the parties, except as expressly set forth in this Agreement.

Sub-Hauler further acknowledges and agrees that Company has made no guarantees, assurances, or commitments regarding the quantity, frequency, or duration of Services to be provided under this Agreement, and that all work is offered on a strictly as-needed, non-exclusive basis at Company's sole discretion.

Sub-Hauler expressly assumes all risks associated with fluctuations in work availability, project conditions, market rates, and operational costs, and agrees that it is solely responsible for evaluating the economic viability of accepting any assignment.

Sub-Hauler agrees that it shall not assert any claim against Company based upon alleged reliance on future work opportunities, anticipated earnings, or expected business relationships, and expressly waives any such claims, whether based in contract, tort, or otherwise.

Sub-Hauler further acknowledges that it has had the opportunity to conduct its own independent investigation and evaluation of this Agreement and the business relationship contemplated herein, and that it is entering into this Agreement based solely upon its own judgment and not in reliance upon any representations not expressly contained herein.

The provisions of this Section shall survive termination of this Agreement.

**28. Entire Agreement:** This Agreement, together with all attachments, exhibits, and incorporated documents, including but not limited to **Attachment A (Sub-Hauler Checklist)**, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether oral or written.

Sub-Hauler acknowledges and agrees that no statements, representations, or promises have been made by Company or relied upon by Sub-Hauler other than those expressly set forth in this Agreement, and that this Agreement fully and completely defines the rights and obligations of the parties.

Company reserves the right, at any time and from time to time, to modify, amend, or supplement the terms of this Agreement, including any attachments or operational requirements, upon written notice to Sub-Hauler. Sub-Hauler's continued performance of Services following such notice shall constitute full acceptance of any such modifications, amendments, or supplements, without the need for further acknowledgment or signature.

In the event of any conflict between the terms of this Agreement and any invoice, rate sheet, confirmation, communication, or other document issued by Sub-Hauler, the terms of this Agreement shall control in all respects unless expressly agreed otherwise in a written document signed by Company.

This Agreement may only be amended or modified by a written document executed by an authorized representative of Company, except as otherwise expressly provided herein.

The headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

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



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



## 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.*



## 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

*\*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.*



- 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.**

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



## 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.*