

## SUB-HAULER CHECKLIST

Email Address: [Jdelgadillotrucking@gmail.com](mailto:Jdelgadillotrucking@gmail.com)

Website: [Jdelgadillotrucking.com](http://Jdelgadillotrucking.com)

\*Attention ALL must be Incorporated or have an LLC before submitting in their application there will be NO EXCEPTIONS\*

PLEASE SUBMIT COPIES OF THE FOLLOWING ITEMS:

1. TRUCK REGISTRATION
2. DRIVER LICENSE & MEDICAL CARD
3. VALID MOTOR CARRIER PERMIT (CA#)
4. WORKER'S COMPENSATION IS REQUIRED NO EXCEPTIONS

**J DELGADILLO TRUCKING INC. AS ADDITIONAL INSURED**

LIABILITY: \$1,000,000 REQUIRED

PHYSICAL DAMAGE \$20,000.00 ON EACH UNIDENTIFIED TRAILER SEMI & FULL

CARGO: \$50,000.00 REQUIRED

**\*\*10% DEDUCTION\*\***

# J Delgadillo Trucking, Inc

1180 S Valentine Ave  
Fresno, CA 93706  
Cell: (559) 630-0172

## INDEPENDENT SUB HALLERS CONTRACTORS INFORMATION

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

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

Phone: \_\_\_\_\_

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

Cellular: \_\_\_\_\_

Federal ID# or Social Security #:

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WE WILL NEED YOUR INSURANCE AGENT TO REMIT CERTIFICATES FOR THE

FOLLOWING AND NAMING J DELGADILLO TRUCKING INC. AS ADDITIONAL INSURED

Insurance Co. Name:

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Agent Name:

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LIABILITY: \$1,000,000 REQUIRED

PHYSICAL DAMAGE \$20,000.00 EACH UNIDENTIFIED TRAILERS SEM & PULL

CARGO: \$50,000.00 REQUIRED

WORKERS COMPENSATION POLICY (REQUIRED FOR THOSE USING SUB HALLERS):

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PLEASE COMPLETE THE ABOVE AND SUBMIT TO US BEFORE YOU START HALLING.

THANK YOU

J DELGADILLO TRUCKING, INC.

This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ in the county of \_\_\_\_\_ State of California, between J Delgadillo Trucking, Inc. hereinafter "Prime Carrier & an independent contractor, (FED ID # OR SS # \_\_\_\_\_

CA# \_\_\_\_\_) hereinafter "Sub Hauler."

Whereas, Prime Carrier is in the business of transporting commodities, believes that from time to time it will be able to haul with its own equipment all the commodities for which it expects orders from its shipper customers and will need to engage Sub hauler, and Independent contractor, to haul some commodities with Sub hauler's own equipment or with Sub hauler's tractors and Prime Carrier's trailers.

Whereas, Sub hauler represents it is an independent "for-hire" carrier engaged in the Business of hauling merchandise by motor truck under a permit issued by the Public Utilities Commission of the State of California (PUC), and possess adequate motor truck equipment to haul commodities hereunder.

Now, therefore it is mutually agreed as follows:

Relationship of Parties. Sub hauler, and Prime Carrier create as independent contractor relationship by this AGREEMENT and not an employer-employee relationship. Neither Sub hauler nor Sub hauler's employees and employees of Prime Carrier employees for any purpose.

Sub hauler may hire one or more independent contractors (Sub haulers) to assist in transporting commodities under this Agreement; provided however, that the hiring of such sub-sub hauler shall not affect and duty, obligation, responsibility, or liability of Prime Carrier to any sub-sub hauler.

2. Transportation. Prime Carrier will notify Sub haulers of specific order it receives from its shipper-customers for hauling commodities, which it wishes Sub hauler to haul. Upon being notified of such orders, Sub hauler will promptly accept or reject Prime Carriers

Sub hauler will haul commodities for Prime Carrier to and from points and places within California at such time and to such destination as may from time to time be designated in shipper-customers order to Prime Carrier subject to the provisions of this agreement and the limitations of the Sub hauler's permits issued by the PUC.

3. This agreement is non-exclusive. Prime Carrier shall have the right to use other codirector or contractors of its choice to haul commodities. Additionally, Sub hauler shall have the right to haul for carriers other than for Prime Carrier and to refuse to perform specific request by Prime Carrier to haul for it. Determine the method, means and manager including performance, but not matters so small, but matters of choice of any lawful routes, selection of fuel and oil stops, points of service of equipment, rest stops and, if not specified by shipper-customer, the timing of customer pick-ups and deliveries.
4. Delivering, Loading, and Unloading. Sub hauler shall deliver commodities, load and unload shipments, perform such other transportation and related services as may be necessary to serve Prime Carrier's customers and protect said commodities against loss and damage. Such services shall conform to the requirements imposed by Prime Carrier's customers.
5. Labor and Equipment. Sub hauler shall furnish, at its own expense, whatever labor, material, and equipment it deems necessary for or reasonably related to its own employees and sub-sub hauler and for their supervision, direction and Sub hauler shall be solely responsible for setting wages, benefits, hours, and working conditions for such employees; for furnishing at its own expense during the entire period of this agreement. Worker's Compensation and Employer's Liability Insurance, for paying wages and Social Security, withholding taxes with respects to such employees, and for complying with an applicable law, rules, or regulations. Sub haulers shall provide to Prime Carrier evidence of Worker's Compensation coverage prior to the performance of any transportation services by sub hauler for Prime Carrier.
6. Expenses. Except as otherwise expressly provided hereunder, sub hauler shall be responsible for paying all costs and expenses incurred in connection with its performance under this agreement. In this regard, sub-hauler shall be responsible for paying its own vehicle license costs, including cost of sub-sub hauler, fringe benefits and payroll taxes; and for paying for its own insurance, fuel, oil, lubricant, tires, equipment, repairs, and maintenance, and all over cost related to operating its equipment. Prime Carrier shall be responsible for paying the PLC regulatory fee of 0.1 % of Sub hauler's revenues for hauling commodities hereunder. Prime Carrier shall have no responsibility to sub haulers, its drivers, helpers, other employees or sub-sub haulers for payments of any fines, or subsidence or for any resulting expenses of any nature incurred in performing this agreement.
7. Condition of Equipment. Sub hauler warrants that the equipment used in performing this agreement will be fully licensed for operation in the State of California and will comply with all licensing conditions and/or safety requirements imposed upon Prime Carrier and/or sub-hauler by the State of California with respect to sub hauler's equipment and with respect to Prime Carrier's equipment. Sub hauler will remove from service hereunder any equipment, which fails to comply with the existing laws and regulations regarding licensing conditions and/or safety requirements. If sub hauler uses and Prime Carrier's equipment, sub hauler warrants that such equipment will be returned to Prime Carrier in as good as when originally received by sub hauler, ordinary wear and tear expected.

Sub hauler agrees to accept responsibility for loss or damage to any equipment owned or provided by Prime Carrier including but not limited to tire, theft, or collision, while being used by or under the control of sub hauler. Except on specific authorization of Prime Carrier, sub hauler will not obligate Prime Carrier to pay any expenses arising from repair, maintenance, use or operation of equipment.

8. Insurance. Sub hauler will carry the following insurance at its own expense: Automobile Liability Insurance having a combined single limit for bodily injury and property damage of not less than that of \$1 per occurrence, or such increased amounts as required by Prime Carrier. Worker's Compensation Insurance, with unidentified trailer endorsement, with limits of less than that of \$50,000.00 per damage arising out of any one occurrence to property transported hereunder, or such increased amounts as required by Prime Carrier. Worker's Compensation Insurance, including coverage for owner/operators, sole proprietors, partners, and officers, as applicable. Sub hauler agrees to name Prime Carrier as an additional insured in sub hauler's policies (except Worker's Compensation) and to deliver to Prime Carrier copies of certificates of insurance of sub hauler. Such insurance protection as is extended to Prime Carriers available to such additional insured shall be excess over such insurance. Such insurance policies shall provide that they shall not be cancelled by sub hauler or its insurance company without at least fifteen day written notice thereof served on Prime Carrier by said insurance company. It is understood that no transportation shall be performed hereunder until such certificates of insurance have been received and approved by Prime Carrier. Sub hauler shall have sole responsibility for selecting the insurance company to provide such insurance coverage.
9. Payment. The payments to sub hauler for hauling hereunder will be determined in accordance with EX-HBT A Prime Carrier will make such payments after sub hauler satisfactory completes each shipment and delivers to Prime Carrier the receipted bill of lading and other documentation required in paragraph 11. Sub hauler agrees that if it does not submit to Prime Carrier any written objection to the payment within sixty days after receipt of payment, then the payment shall be deemed approved and accepted as the full correct amount due for services.
10. Loss or Damage. Sub hauler agrees to indemnify and hold Prime Carrier free and harmless from all claims, loss or damage, including attorney fees and costs, on account or injury to or deaths of any persons, or damage to any property caused or alleged to be caused in any way, directly or indirectly, by or in connection with (A) operating, repairing, maintaining, loading or equipment belonging to or used by sub hauler, including Prime Carrier's equipment or (B) drivers engaged or employed by sub hauler or any sub-sub hauler. The indemnity agreement includes all claims, loss, pilferage or damage to such equipment and/or cargo which is in sub-haulers possession, repairing, maintaining, loading, or unloading equipment belonging to or used by sub hauler, including Prime Carrier's equipment, or (C) drivers engaged or employed by sub hauler or sub-sub hauler. This indemnity agreement includes all claims, loss pilferage or damage to such equipment and/or cargo which is in sub hauler's possession or under its domination and control; except claims, loss or damage which are caused by the sole negligence or willful misconduct of Prime Carrier or it against, servants, or independent contractors directly responsible for Prime Carrier (except when such agents, servants, or independent contractors are under direct supervision and control of sub hauler.) in the event of such claims, loss or damage, Prime Carrier shall have the right to withhold payment of any sums due sub hauler has sufficient insurance coverage is applicable thereto. As used in this paragraph, the term "Prime Carrier" shall mean and include the undersigned Prime Carrier, J Delgadillo Trucking.
11. Documentation. Sub hauler shall be responsible for the commodities during the course of their transportation and shall obtain and deliver to Prime Carrier a receipted document covering such shipment transported. It shall be sub hauler's responsibility to obtain complete bills of lading and weight tags to procedure the signatures and to deliver all documents to Prime Carrier's once.

12. Termination. The term of this agreement shall be for five months from the date issued. However, at any time during the term of any agreed extension thereof, this agreement may be terminated by giving at least thirty days written notice to the other party. Upon termination, sub hauler shall complete delivery of all items then in its possession, control, and shall perform all obligations under this agreement pertaining thereto.
13. Laws. Sub hauler shall be responsible for complying with all federal, state, and legislature laws, rules regulations pertaining to its performance.
14. Indemnification. If Prime Carrier is required to pay and labor costs resulting from alleged employment relationship of sub hauler or employees, agents' contractors, sub haulers, or sub-sub haulers. Sub hauler agrees to indemnify Prime Carrier for all costs. Labor costs include, but are not limited to all wages and salaries, state and federal employment income taxes, social security taxes, worker's compensation, unemployment, disability, any fringe benefit payments, and any other employer contributions as by law.
15. Invalidity. If any provisions of this agreement are held to be invalid, the same affects if any respect the validity of the remainder of this agreement.
16. Non-Assign ability of Contract. Except to the extent sub hauler is permitted to sub-sub haulers, this Agreement is personal to sub hauler and it shall not have to assign any of its rights or delegate any of its duties.
17. Complete Agreement. This agreement contains the entire understanding between both parties. there are no representation, agreements, arrangements, or understanding, or writing between the parties here to relating to the subject matter of this agreement, which are not fully expressed herein. No operating plan, procedure, practice, misconception shall be in any manner vary or change the conditions of this agreement. The agreement shall be governed by and constructed in accordance with the law of the State of California.
18. Attorney's Fees. In any action of proceeding by either party here to enforce this agreement or any provision thereof, the prevailing party shall be cancelled to all and incurred to reasonable attorney's fees.

In Witness thereof, we have hereunto affixed our signatures in Fresno County, on the day and year first above written:

By

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Title

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J Delgadillo Trucking, Inc.

PLEASE MAKE SURE TO INCLUDE THE CORRECT NAME YOU WOULD LIKE THE CHECK MADE OUT TO IF CHANGES NEED TO BE MADE ONCE THE SEASON HAS STARTED THERE WILL BE A \$25 FEE TO CHANGE THE NAME

Name:

PLEASE ADD ADDITIONAL DRIVERS NAME AND PHONE NUMBERS

NAME \_\_\_\_\_

Phone# \_\_\_\_\_

License# \_\_\_\_\_

NAME \_\_\_\_\_

Phone# \_\_\_\_\_

License# \_\_\_\_\_

NAME \_\_\_\_\_

Phone# \_\_\_\_\_

License# \_\_\_\_\_

NAME \_\_\_\_\_

Phone# \_\_\_\_\_