

New MBT Inc

Subhauler Agreement

Subhauler: _____

Getting Started

- 1. Signed Subhauler Agreement
- 2. Signed Certificate of Compliance
- 3. Completed W-9
- 4. Copy of Operating Authority – CA OR MC
- 5. Proof of Enrollment & Notification in Drug Consortium
(Expiration Date _____)

Insurance Requirements

- 1. Please email a certificate of insurance to operations@newmbtinc.com
- 2. Liability Insurance \$1 million minimum limits of coverage
(Expiration Date _____)
- 3. Cargo Insurance \$100000 minimum limits of coverage
(Expiration Date _____)
- 4. Physical Damage Coverage Coverage – Minimum Limits of \$60000 Unidentified Trailer (Collision) replacement
(Expiration Date _____)
- 5. New MBT Inc needs to be named additional insured on above policies (excluding workers comp policy).

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PCS

- 1.** Download PCS Mobile Express.
- 2.** Provide your email to accounting@newmbtinc.com.
- 3.** Login in with your email and the password that accounting will provide to you.
- 4.** All dispatches will sent to your app.
- 5.** Upload all paperwork promptly to PCS

Payroll

- 1.** We offer direct deposit---please provide accounting your account details if you are interested. Please review any applicable fees for this services.
- 2.** Direct deposit into a Wells Fargo personal account is FREE.
- 3.** Direct deposit into a personal checking at any other banking institution is \$1.00.
- 4.** Direct deposit into any business account is \$5.00 per deposit.
- 5.** If you are not interested in direct deposit, a payment by check is available free of charge.

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14831 SE 324th St
Auburn, WA 98092
253-393-2792

Sub Hauler Agreement

This agreement is made and entered into at _____ this day of _____, 20____ between New MBT Inc "Carrier" and _____ designated as "Subhauler".

Subhauler Name: _____
Primary Contact: _____
Phone Number: _____
Email: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
CA and/or ICC Permit: _____
Mailing Address (if different from physical address): _____

Whereas, SUBHAULER is the owner or lessee of certain motor vehicle equipment and is engaged in the business of transporting freight by motor vehicle. SUBHAULER shall be the holder of all state, federal, county, or city certificates, permits, registrations, authorizations and licenses which are required or necessary for the conduct of business as a motor carrier and for the performance of services covered by this subhauler agreement. The SUBHAULER will continue to hold such certificates, permits and licenses in full force and effect at all times while providing services covered by this subhauler agreement.

Whereas, CARRIER desires to enter into an agreement with SUBHAULER for the transportation from time to time of certain commodities as may be provided by the CARRIER.

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NEW MBT INC
Subhauler Agreement

1. SUBHAULER and CARRIER create an independent contractor relationship by this agreement and not an employer-employee relationship. Neither SUBHAULER or SUBHAULER's employees are considered employees of the CARRIER, nor shall they be deemed to be an employee of CARRIER for any purpose.
2. SUBHAULER may not hire one or more independent contractors (SUBHAULERS) to assist in transporting commodities under this agreement, without the prior express written consent of the CARRIER. If consent is given, however, the hiring of such SUBHAULERS shall not affect any duty, obligation, responsibility, or liability of SUBHAULER hereunder and shall not give rise to any duty, obligation, responsibility, or liability of CARRIER to any such SUBHAULER.
3. In accordance with Federal Motor Carrier Safety Regulations, SUBHAULER will remain in full compliance with all regulations as required by law.
4. SUBHAULER agrees that during the duration of this SUBHAULER agreement and for one year following the termination of this agreement, SUBHAULER will not solicit or offer to perform freight services for any customers of CARRIER that CARRIER has introduced to and contracted with SUBHAULER to perform services under the SUBHAULER agreement, without prior express written consent of CARRIER in advance of any such solicitation.
5. SUBHAULER acknowledges that he/she may have access to Confidential Proprietary Information, which is the property of CARRIER, while performing services under this SUBHAULER agreement. Confidential Proprietary Information is information developed by or otherwise obtained by the CARRIER that is not known by actual or potential competitors or readily available to the general public and that has material economic value to the CARRIER's present or future business. Confidential Proprietary Information includes, but is not limited to, plans, calculations, concepts, design sheets and/or drawings, processes, specifications, instructions, research, test procedures, and results, equipment, financial information, costs, pricing information, and all other concepts or ideas involving or reasonably related to the business of the CARRIER, or information received by the CARRIER's part, not to disclose same. SUBHAULER shall not, directly or indirectly, disclose or use, either during or after the term of this SUBHAULER agreement, any confidential proprietary information or confidential information belonging to CARRIER, including personnel information, except to the extent necessary to perform the services as specified in this SUBHAULER agreement. Upon termination of this SUBHAULER agreement, or at the request of the CARRIER prior to termination, SUBHAULER shall deliver to CARRIER all materials in SUBHAULER's possession relating to CARRIER's business. It is agreed that the violations of this Confidentiality provision

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- shall be enforceable as a violation of applicable Federal and State statutory provisions protecting trade secrets and prohibiting unfair competition, including, but not limited to injunctive relief to restrain a violation of this provision by SUBHAULER.
6. CARRIER will notify SUBHAULER of specific orders it receives from its shipper/ customers for hauling commodities which it wishes SUBHAULER to haul. Upon being notified of such orders, SUBHAULER will promptly accept or reject CARRIER's offer. SUBHAULER will haul commodities for CARRIER to and from points and places designated in shipper/ customer's orders.
 7. This agreement is non exclusive and CARRIER shall have the right to use any other contractor or contractors of its choice to haul commodities. Additionally, SUBHAULER shall have the right to haul for carriers other than CARRIER and to refuse to perform specific requests by CARRIER to haul for it.
 8. SUBHAULER must provide CARRIER proof of compliance with the United States Department of Transportation Drug and Alcohol testing requirements for motor carriers. Proof of enrollment and notification in drug consortium is required to be maintained at all times.
 9. SUBHAULER shall direct the operation of its equipment in all respects and shall determine the method, means and manner of performance, including, but not limited to, such matters as choices of any lawful routes, selection of fuel stops, points of service of equipment, rest stops and if not specified by shipper/ customer, the timing of customer pick-ups and deliveries.
 10. SUBHAULER shall deliver commodities, load and unload shipments, and perform such other transportation related services as may be necessary to serve CARRIER's customers. Such services shall conform to the requirements imposed by CARRIER's customers. SUBHAULER shall be conclusively deemed to be in exclusive control of said vehicle and equipment until merchandise has been removed at destination either at dock or by delivery to consignee. If SUBHAULER should not complete delivery, CARRIER may provide a driver, and/ or vehicle for the purpose of completing delivery of shipment to consignee, cost thereof to be borne by SUBHAULER.
 11. SUBHAULER shall furnish, at its own expense, whatever labor, materials, and equipment it deems necessary for, or reasonably related to, its performance hereunder. SUBHAULER shall be solely responsible for setting wages, benefits, hours and working conditions for such employees and for furnishing, at its own expense during the entire period of this SUBHAULER agreement. Worker's Compensation and Employer's Liability insurance; for paying wages and Social Security; for withholding taxes with respect to such employees; and for complying

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with any applicable laws, rules, or regulations. SUBHAULER shall provide to CARRIER evidence of Worker's compensation coverage prior to the performance of any transportation services by SUBHAULER for CARRIER.

12. Except as otherwise expressly provided hereunder, SUBHAULER shall be responsible for paying all costs and expenses incurred in connection with its performance under this SUBHAULER agreement. In this regard, SUBHAULER shall be responsible for paying its own vehicle license fees, property taxes, tolls, and direct and indirect costs including costs of sub-subhaulers, fringe benefits and payroll taxes; and for paying its own insurance, fuel and maintenance costs, and all other costs related to operating its equipment. CARRIER shall be responsible for paying the DMV regulatory fee of SUBHAULER's revenues for hauling commodities hereunder, CARRIER shall have no responsibility to SUBHAULER, its drivers, helpers, or other employees, or sub-subhaulers for payment of any fines or subsistence or for any resulting expenses of any nature incurred in performing this SUBHAULER agreement.
13. SUBHAULER warrants that the equipment used in performing this SUBHAULER agreement will be fully licensed for operation in which the loads procured will be hauled and will comply with all licensing conditions and/ or safety requirements imposed upon CARRIER and/ or SUBHAULER by any jurisdiction operating in with respect to SUBHAULER's equipment and with respect to CARRIER's equipment. SUBHAULER will remove from service hereunder any equipment that fails to comply with the existing laws and regulations regarding licensing conditions and/ or safety requirements. If SUBHAULER uses any of CARRIER's equipment, SUBHAULER warrants that such equipment will be returned to CARRIER in as good condition as when originally received by SUBHAULER, ordinary wear and tear excepted. SUBHAULER agrees to accept responsibility and indemnify CARRIER for loss or damage to any equipment owned or provided by CARRIER including, but not limited to fire, theft, or collision, while being used by or under the control of SUBHAULER. Except on specific authorization of CARRIER, SUBHAULER will not obligate CARRIER to pay any expense arising from repair, maintenance, and operational use of equipment.
14. SUBHAULER will carry the following insurance at its own expense:
 - a. Automobile Liability insurance having a combined single limit for bodily injury and property damage of not less than one million dollars or such increase amounts as required by CARRIER. Must have additionally insured endorsement.

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- b. Cargo Liability insurance, covering goods on any trailer or equipment whether or not identified with limits of not less than one hundred thousand dollars per occurrence for damage arising out of any one occurrence to property transported, or such increase amounts as required by CARRIER. Must also have reefer coverage and no notation to exclude unattended auto.
 - c. All Risk Physical Damage non owned trailer insurance at least in the amount of sixty thousand dollars or such increase amounts as required by CARRIER.
15. SUBHAULER agrees to name CARRIER as an additional insured in SUBHAULER's policies (except Worker's Compensation) and to deliver to CARRIER copies of certificates of insurance of SUBHAULER. Such insurance protection as is extended to CARRIER as the additional insurance shall be primary insurance and any other protection available to such additional insured shall be excess over such insurance. Such insurance policies shall provide that they shall not be canceled by SUBHAULER or its insurance company. It is understood that no transportation shall be performed hereunder until such certificates of insurance have been received and approved by CARRIER. SUBHAULER shall have sole responsibility for selecting the insurance company to provide such insurance coverage with an admitted insurance.
16. SUBHAULER must provide CARRIER with copy of their CA and / or ICC Permit and must maintain active authority to operate.
17. SUBHAULER shall be responsible for the commodities during the course of their transportation and shall obtain and deliver to CARRIER a duly receipted document covering such shipment transported. It shall be SUBHAULER's responsibility to obtain complete bills of lading, to procure the necessary signatures, and to deliver all documents to CARRIER's office within forty eight hours of delivery via physical drop off of documents or electronic submission. CARRIER shall furnish shipping documents, perform billing and collecting and pay all BE and DMV fees with respect to such transportation services.
18. The payments to SUBHAULER for hauling hereunder will be made in NET 30 terms from the date that all required delivery documents and invoices have been submitted. SUBHAULER must satisfactorily complete each shipment and deliver to CARRIER the receipted bill of lading and other documentation required. SUBHAULER agrees that if it does not submit to CARRIER any written objection to the payment within sixty days after receipt of payment, then the payment will be deemed approved and accepted as the full and correct amount for such services.
19. SUBHAULER agrees to the Setoffs and Deductions set forth in EXHIBIT A for expenses incurred thru CARRIER.

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20. SUBHAULER agrees to indemnify and hold CARRIER free and harmless from all claims, loss, or damage, including attorney's fees and costs, on account of 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 operating, repairing, maintaining, loading or unloading equipment belonging to or used by SUBHAULER, including CARRIER's equipment; or drivers engaged or employed by SUBHAULER. This indemnity agreement includes all claims, loss pilferage, or damage to such equipment and/ or cargo which is in SUBHAULER's possession or under its dominion and control. In the event of such claims, loss or damage, CARRIER shall have the right to withhold payment of any sums due SUBHAULER until such claims, loss, or damage, including attorney fees and costs, have been settled or until CARRIER shall be reasonable satisfied that SUBHAULER has sufficient insurance to cover said claims, loss or damage and that such insurance coverage is applicable thereto.
21. The term of this SUBHAULER agreement is for an undesignated period of time. However, at any time, this SUBHAULER agreement may be terminated by mutual consent, or by either party for any reason by giving at least thirty days written notice to the other party. Upon termination, SUBHAULER shall complete delivery of all items then in its possession of control and shall perform all obligations under this SUBHAULER agreement pertaining to thereto.
22. SUBHAULER shall be responsible for complying with all Federal, State, and Local laws and rules and regulations pertaining to its performance hereunder.
23. If CARRIER is required to pay any labor costs resulting from any alleged employment relationship of SUBHAULER or employees, agents, contractors or sub-subhaulers of SUBHAULER, SUBHAULER agrees to indemnify CARRIER for all such costs. Labor costs include, but are not limited to, all wages and salaries, state and federal employment income taxes, workers compensation insurance, unemployment, disability, any fringe benefits, and any other employer contributions as required by law.
24. If any provisions of this SUBHAULER agreement are held to be invalid, the same shall not affect in any respect the validity of the remainder of this SUBHAULER agreement.
25. Except to the extent SUBHAULER is permitted to engage sub-subhaulers, this SUBHAULER agreement is personal to the SUBHAULER and it shall not have the right to assign any of its rights or delegate any of its duties.
26. This SUBHAULER agreement contains the entire understanding relating to the subject matter of this SUBHAULER agreement between the parties and supersedes

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NEW MBT INC
Subhauler Agreement

any prior understanding or oral or written agreement between the parties. There are no representations, agreements, arrangements, or understandings, oral or written, between parties hereto relating to the subject matter of this SUBHAULER agreement which are not fully expressed herein. No operating plan, procedure, practice, method, or custom shall in any manner vary or change the conditions of this SUBHAULER agreement. This SUBHAULER agreement shall be governed by construed in accordance with the laws of the state of Washington.

Signed and executed this _____ day of _____ 20____ by:

SUBHAULER NAME: _____

SUBHAULER SIGNATURE: _____

TITLE: _____

Signed and executed this _____ day of _____, 20____ by:

NEW MBT INC

SIGNATURE: _____

TITLE: _____

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Exhibit A
SETOFFS and DEDUCTIONS

1. Any fuel supplied to subhauler shall be deducted in amounts equal to the cost of the fuel to the Company, plus an administrative fee see by Carrier.
2. Any monies advanced to Subhauler shall be deducted, plus a fee of \$25 per advance for handling.
3. Any claim for loss, damage or shortage of cargo handled by Subhauler in an amount equal to the claim.
4. Any charges for equipment furnished to Subhauler by the Carrier or any of its affiliates, and any claim for loss or damage to equipment of the Carrier resulting from any act or omission of Subhauler or any employee or agent of Subhauler.
5. Any claim or loss for which subhauler is obligated to indemnify, defend, and hold harmless the Carrier, including, without limitation, any claim, damages, loss or expense arising or resulting from any act or failure to act of Subhauler or any employee or agent of Subhauler while providing services under this Subhauler agreement, in the amount of such claim or loss. ALL COMPENSATION PAYABLE TO SUBHAULER UNDER THIS CONTRACT MAY BE HELD UNTIL FINAL SETTLEMENT IS REACHED AS TO ANY AND ALL OUTSTANDING CLAIMS OR LOSSES.
6. Any sums payable to the Subhauler or its affiliates for services provided to Carrier, including, but not limited to, maintenance and repair of Subhauler's equipment, in the amount equal to the cost of such services plus 10% for handling costs. Any other items (such as tires) supplied to Subhauler shall be deducted in amounts equal to the cost of the item.
7. If any action of Subhauler or its agents or employees requires the Subhauler to obtain legal or other professional services, or to incur similar expenses, the amount equal to the cost of such legal or professional services.
8. Any amount for which Subhauler has contracted to pay the Carrier.
9. An amount equal or in proportion to any reduction in payment of freight charges, or other offset obtained by the Subhauler or shipper. Not otherwise deducted, may be made from a settlement between the Subhauler and the Carrier.
10. Delinquent paperwork charge after 48 hours cutoff of \$50.00

Signature

Date

INITIALS _____

Subhauler Certificate of Compliance

I, the undersigned, certify that _____
(subhauler) holds current authority, permits, insurance, and any other
documentation necessary to operate as a commercial motor carrier.

I further certify that I, or a company officer, will immediately notify New MBT Inc if
any required permitting or insurance is suspended, revoked or are otherwise
deemed invalid.

Signature

Date

Printed Name

Title

Subhauler Company

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