

**OTR INDEPENDENT CONTRACT DRIVER AGREEMENT**

THIS AGREEMENT (the "Agreement") made this \_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_, by and between Dreams To Reality Trucking Llc, located in Wisconsin in the County of Milwaukee, (Herein referred to as "CARRIER"), and \_\_\_\_\_ (Herein referred to as "DRIVER").

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

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

SSN or EIN: \_\_\_\_\_ or \_\_\_\_\_

Telephone: \_\_\_\_\_

\*Driver understands that the first week's pay will be held for a security deposit. \_\_\_\_\_

\*Driver understands that the first week security deposit (unless any claims or damages) will be returned at termination of services if truck, keys, credit & fuel cards and all Dreams To Reality Trucking Llc items are returned in good condition and 2 weeks notice is provided. \_\_\_\_\_

\*If driver leaves the company within 45 days, he/she will be charged a fee of \$75 for pre-employment screening that was performed for employment. \_\_\_\_\_

\*If driver uses any of the company's money (overage from fuel advances etc...) a charge of 50% will be deducted from the driver's pay for that week. \_\_\_\_\_

\*Terry will be primary contact for dispatch as such daily check/status call or text are to be made at minimum twice a day to provide availability and location. \_\_\_\_\_

\*If driver uses the fuel card for unauthorized purchases and/or any misuse they will face fraud charges and will be terminated immediately. \_\_\_\_\_

\*Drivers understand that he/she is not allowed to take advances from brokers. \_\_\_\_\_

\*No passengers or riders in the truck permitted at any time. \_\_\_\_\_

\*Driver logs (ELD or paper) must be accurate. \_\_\_\_\_

\*If a driver leaves truck unattended at any time, abandonment charges will be filed and security deposit is forfeited. \_\_\_\_\_

\*All DOT and overweight violations must be reported to immediately to Terry. \_\_\_\_\_

\*Any accident, at fault/not, minor/major, must be reported immediately to Terry. \_\_\_\_\_

\*Driver will maintain a clean vehicle and is authorized to have trucked washed once per month max \$40 (expected in below 30 degrees weather ). \_\_\_\_\_

\*Driver will be allowed \$50 per night (no incidentals) for hotel/motel stays, any overage will be deducted from weekly pay. \_\_\_\_\_

\*Driver will be hauling general freight for both intrastate and interstate. \_\_\_\_\_

\*Driver agrees and understands that overnight travel is required. \_\_\_\_\_

\*Driver will at times receive only 15 – 30 minutes notice of departures. \_\_\_\_\_

\*Driver agrees to adhere to all items as listed on the Safe Driving Policy. \_\_\_\_\_

SCOPE OF WORK. DRIVER's required services as stated herein, as well as any future assignments provided by CARRIER, shall be determined on a case-by-case basis only. CARRIER shall be under no legal obligation to guarantee DRIVER any minimum number of assignments or any minimum number of hours of work. All work performed by DRIVER for CARRIER shall be governed exclusively by the covenants contained in this Agreement. The DRIVER shall perform any and all responsibilities and duties that may be associated within the Description of Services set for above.

INDEPENDENT DRIVER. DRIVER and CARRIER specifically agree that the DRIVER is performing the services described in this Agreement as an independent DRIVER and shall not be deemed an employee, partner, agent, or joint venturer of CARRIER under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The DRIVER shall not have the authority to bind the CARRIER in any manner, unless specifically authorized to do so in writing. The DRIVER shall have no claim against CARRIER hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. DRIVER further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CARRIER will not make any FICA payments on DRIVER's behalf. DRIVER shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if DRIVER is not a corporation, self-employment (Social Security) taxes. The DRIVER further acknowledges and recognized that she/he shall complete and return to the CARRIER an IRS Form 1099 and related tax statements. The DRIVER herein pledges and agrees to indemnify the CARRIER for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CARRIER as a result of DRIVER's failure to make such required payments. Upon demand, DRIVER shall provide CARRIER with proof that such payments have been made.

COMPENSATION. In consideration for the services to be performed by the DRIVER, CARRIER hereby agrees to pay DRIVER as follows: Compensation Terms: CARRIER agrees for the full and proper performance of this Agreement by DRIVER, to pay DRIVER as follows:

- i. 25% from shipments per week minus dispatch fees, if applicable.
- ii. 25% of any additional charges invoiced and collected by CARRIER.
- iii. Said compensation shall become due and payable to the DRIVER and any outstanding expenses will be deducted.

Compensation Schedule: Weekly for prior week for work completed by Friday 5:00pm CST

Compensation Method: ACH

OWNERSHIP OF SOCIAL MEDIA. The CARRIER shall have sole ownership over any social medial contacts acquired throughout the DRIVER's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the CARRIER.

**TERMINATION.** Dreams To Reality Trucking Llc may terminate this Agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be effected by providing 10 days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The DRIVER shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CARRIER be liable for any costs incurred by or on behalf of the DRIVER after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CARRIER. In addition, if the DRIVER is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CARRIER, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CARRIER may terminate the engagement of the DRIVER immediately and without prior written notice.

**LIABILITY.** DRIVER warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CARRIER due to DRIVER's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond DRIVER's control, DRIVER shall be solely responsible for any loss caused by DRIVER's failure to perform. In addition, CARRIER shall not be liable for any loss or damage to DRIVER's equipment under the terms of this Agreement. DRIVER's equipment shall be DRIVER's sole and exclusive responsibility.

**INDEMNIFICATION.** The DRIVER shall defend, indemnify, hold harmless, and insure the CARRIER from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the DRIVER, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the DRIVER. The DRIVER shall also insure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement.

**CONSENT TO BACKGROUND CHECK.** The DRIVER hereby acknowledges and provides his/her consent for CARRIER to perform a complete verification of DRIVER's criminal, education, driving and/or employment background. This Agreement can be rescinded immediately and without further notice to DRIVER based upon any unsatisfactory data received during said verification. \_\_\_\_\_

**CHOICE OF LAW.** This Agreement is to be construed pursuant to the current laws of the State of Georgia without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Georgia, in the County of Dekalb.

**MEDIATION, LITIGATION & ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Wisconsin Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American

Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Wisconsin and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought to a court of competent jurisdiction in the State of Wisconsin.

LEGAL FEES. Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

COUNTERPARTS. This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

WAIVER. If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES. All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

COPIES. Both the DRIVER and the CARRIER hereby acknowledges that they have received a signed copy of this Agreement.

I, \_\_\_\_\_ will not hold Dreams To Reality Trucking Llc responsible for any accidents that I may cause.

I, \_\_\_\_\_ will comply myself with all DOT and Dreams To Reality Trucking Llc rules and regulations that is in this agreement as well as a verbally agreed between myself and Dreams To Reality Trucking Llc.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

\_\_\_\_\_  
Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner  
Dreams To Reality Trucking Llc

\_\_\_\_\_  
Date

**INDEPENDENT CONTRACTOR DRIVER TERMINATION AGREEMENT**

The undersigned hereby acknowledges the Independent Contractor Driver Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, by and between Dreams To Reality Trucking Llc and \_\_\_\_\_ is terminated as of:

\_\_\_\_\_ Day of \_\_\_\_\_.

Truck, keys, fuel cards and all company property have been returned to Dreams To Reality Trucking Llc and Dreams To Reality Trucking Llc will return the security deposit, if applicable according to terms of the above mentioned Independent Contractor Driver Agreement.

\_\_\_\_\_  
Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner  
Dreams To Reality Trucking Llc

\_\_\_\_\_  
Date