



SUBCONTRACTOR AGREEMENT AND APPLICATION

<i>Checklist</i>	
1	<i>Signed subcontract</i>
2	<i>Nondisclosure agreement</i>
3	<i>COI including WC for trucking companies with more than 3 trucks</i>
4	<i>W9</i>
5	<i>Vehicle description -tri, quad, quint, seven etc, bed style</i>
6	<i>State where vehicles are licensed to work</i>
7	<i>Any company certifications (DBE, LDBE, SWAM)</i>
8	<i>Company drivers who are citizens and or permanent residents</i>
	<i>This information is used to put your company on security sensitive jobs where only us citizens and residents are allowed</i>

Once you have this information please send it to the office via email to josue@haulingunlimited.com or drop it off at the office at 7311 Highland St Suite C Springfield, VA 22150 anytime M-F from 8:30 am to 5 pm and Sat 9 am to 12 pm. You may also fax it to 703-229-0563.

We want to thank you for taking the time to fill this application and for your interest in working with Hauling Unlimited LLC. We pride ourselves in working with great subcontractors to provide outstanding customer service to all our clients. To do this, we require that all our subcontractors have a minimum of limits in their insurance, that they maintain the same standards of safety as we do for the maintenance of their vehicles and their drivers while on the road and while on the job. While your trucks and drivers are on our jobsites they represent not just your company, they represent Hauling Unlimited and they represent our client in front of the public at large. We understand that this is tall order but it must be completed day in and day out. We take work safety very seriously and expect everyone to adhere to the same values.

SUBCONTRACT AGREEMENT

_____ day of _____, _____ by and between HAULING UNLIMITED LLC and _____ (“Independent Contractor”).

HAULING UNLIMITED is a Virginia corporation generally engaged in the business of HAULING AND DISPOSAL OF stone, demo, aggregate products and related materials. Independent Contractor is generally engaged in the business of hauling products and materials for others. Hauling Unlimited is contracting with Independent Contractor so that these materials can be haul for hire and will be paid accordingly. This Agreement establishes the terms and conditions under which Independent Contractor shall transport this material to landfill sites and permitted sites.

Hauling Unlimited LLC and Independent Contractor agree:

1. Hauling Unlimited has contracted with Independent Contractor with the understanding that Independent Contractor is capable of, and will provide, **safe, reliable and quality Transportation Services**. Accordingly, Independent Contractor may not subcontract for the performance of Transportation Services under this Agreement. At the same time, this Agreement contemplates that Independent Contractor may utilize agents, servants or employees to perform the Transportation Services contracted for under this Agreement. Some provisions in this Agreement may refer to those agents, servants or employees of Independent Contractor by including the term “subcontractor” to make clear that any person or entity employed by Independent Contractor, regardless of title, is encompassed by such provision. Such references are not to be interpreted as permitting subcontracting, which is prohibited by this paragraph.
2. **Nonexclusive Contract**. This Agreement between Hauling Unlimited LLC and Independent Contractor is **non-exclusive**. Independent Contractor is engaged in the business of a contract hauler and is free to contract to provide hauling services to persons other than Hauling Unlimited. Hauling Unlimited LLC is free to contract with other independent contractors for transportation services.
 - a. *Independent Contractor is requested to give 24 hours notice when Independent Contractor will be unable to provide Transportation Services to Hauling Unlimited LLC.*
3. **Responsibility for Drivers and Equipment**. Independent Contractor shall be solely responsible for assigning drivers for Independent Contractor’s trucks.

- a. Independent Contractor acknowledges that it is responsible for training, supervising and compensating its employees and drivers.
 - b. Independent Contractor acknowledges that it is responsible for the operation, maintenance, and repair of its trucks and equipment.
 - c. All drivers used by Independent Contractor for performing Transportation Services under this Agreement shall have the qualifications and licenses required by the National Surface Transportation Board (“NSTB”), the Department of Transportation (“DOT”), and the Virginia Division of Motor Vehicles (“VDMV”). Independent Contractor agrees not use an unqualified or disqualified driver to perform Transportation Services for Luck under any circumstances.
 - d. Independent Contractor retains the right to control the scope, manner and method of performance of the Transportation Services performed by its drivers. Hauling Unlimited seeks only the result that Hauling Unlimiteds material and demo debris are delivered damage-free, and to the satisfaction of Hauling’s customers. Hauling Unlimited expects the Independent Contractor to exercise skill and judgment in the execution of the Transportation Services. The Independent Contractor assumes sole liability and responsibility for the delivery and unloading of Hauling Unlimited materials and debris.
 - e. Independent Contractor shall maintain current motor vehicle registration and current inspection stickers for the trucks and equipment used to provide the transportation services and shall be responsible for all operating expenses associated with the operation of the trucks and other equipment used during the term of this Agreement.
 - f. Independent Contractor’s trucks used to provide the Transportation Services for Hauling Unlimited shall be equipped as required by federal, state, and local law and regulations and municipal or county ordinances in effect from time to time, including, but not limited to, back up alarms, M.S.H.A. approved tarp installation and engine mufflers.
4. Consideration and Administration Services.
- a. Hauling Unlimited and Independent Contractor agree that the consideration paid to Independent Contractor for the Transportation Services shall be based upon then current, competitive market hauling rates.
5. Insurance. Independent Contractor agrees to, at its expense, obtain and maintain insurance acceptable to Hauling Unlimited as follows:
- a. **Worker’s Compensation.** If the Independent Contractor has one or more employees who haul or assist in hauling the Independent Contractor shall carry and maintain worker’s compensation insurance covering all persons who haul or assist in hauling regulation, the amount of which shall be specified by applicable law or regulation
 - b. **Owner operators with no employees:**
 - i. I certify that I am an “owner/operator” Independent Contractor and by being the sole operator of my vehicle(s) with no additional employees or agents, I am not required to carry Worker’s Compensation insurance as specified in Section 6, Item (a) of this Agreement. _____ (signature)

- c. **Public Liability and Auto Liability Insurance.** The Independent Contractor agrees to carry public liability insurance with fleet insurance coverage insuring the Independent Contractor and Luck against liability to person or property for all trucks and equipment used in conjunction with the Transportation Services done by or for the Independent Contractor for Hauling Unlimited LLC with limits of not less than One Million Dollars (\$1,000,000) combined single limits, bodily injury and property damage. The Independent Contractor also agrees to carry hired truck and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits, covering bodily injury and property damage, if the Independent Contractor hires, leases, rents, subcontracts, or borrows a truck, trailer, auto, or other equipment while performing the Transportation Services for Hauling Unlimited LLC.
- d. **Additional Insureds.** Hauling Unlimited shall be named as an additional insured under Independent Contractor's Liability Insurance policies and such insurance shall be primary to any other insurance, self-insurance and deductibles maintained by Hauling Unlimited, which shall be excess only and shall not be called upon to contribute with the insurance required by the Agreement.
- e. **Certificates of Insurance.** Independent Contractor agrees to furnish Hauling Unlimited LLC a current certificate of insurance covering compliance with this Agreement before any work is commenced under this Agreement, and upon renewal of each applicable insurance policy. This will occur, minimally, on an annual basis, or at Hauling's request. Independent Contractor will notify Hauling Unlimited of any and all policy changes, renewal, non-renewals, cancellations and any changes to coverage.

6. Operational and administrative:

- a. No payment for tire damage on a jobsite
- b. Trucks without working back-up alarms and bed covers will not be permitted on job
- c. **All invoices and original tickets due to the office by Monday morning at 7 am**
 - i. We have a drop box available 24/7 access
- d. No Minimum, travel time and show up time will be paid unless agreed and specified in writing by Hauling Unlimited management.
- e. **We pay all invoices every 2 weeks. If you do not turn in your paperwork on time it will not go in until the next pay cycle.**
- f. **If you turn in paperwork late you risk not getting paid since we invoice our customers weekly and we will not make corrections due to late tickets.**
- g. **If we receive tickets with incorrect date, job name, customer name, job address, without time and loads, it will be considered incomplete and will not be processed for that pay cycle.**
- h. **All tickets must be signed by a designated representative from the current Contractor with a job number and job location.**
- i. All drivers must have at all times the following: shovel, hardhat, orange vest and safety glasses on board. Hardhat, vest and safety glasses and steel toe boots must be worn when outside the cab. Driver responsible for any hand shoveling necessary to maintain clean bed.
- j. Unsigned tickets will not be compensated for.

- k. If we get one complaint from a project supervisor/superintendent, we will bring it to the company's attention. If we have a second complaint, we reserve the right to cancel the truck for the day and will not be calling the subcontractor for any future job.
 - l. If a truck or driver damages property of a client or any property near a job Hauling unlimited must be notified immediately so that we can take pictures and mitigate the situation. We make accident reports and keep records up to 5 years. If damages are over \$500 Hauling Unlimited reserves the right to make a claim against the subcontractor's insurance policy.
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- 7. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
 - 8. Assignment. No party, without the prior written consent of the other party, may assign its rights or obligations under or related to this Agreement.
 - 9. Acknowledgement and Agreement to Terms. Independent Contractor acknowledges that Independent Contractor has read and understands this Agreement, has had the opportunity to consult an attorney regarding the terms and provisions in this Agreement, and agrees to all of the terms and provisions herein.

Hauling Unlimited LLC
Carlos Bonilla

Subcontractor Authorized signature