

10392



INDEPENDENT CONTRACTOR AGREEMENT

BY AND BETWEEN



AND

Celtic Cartage, Inc.

11260 Southwest Highway Palos Hills, IL 60465 US DOT 1197429

Celtic Cartage, Inc., an authorized motor carrier, and

_____ (“INDEPENDENT CONTRACTOR”), in consideration of the covenants and agreements contained herein, enter into this Independent Contractor Agreement (“AGREEMENT”).

1. PROVISION OF SERVICES AND EQUIPMENT: During the time period set forth in Paragraph 2, INDEPENDENT CONTRACTOR shall provide Celtic Cartage, Inc. transportation related services and the Equipment set forth in APPENDIX "D" ("Description of Equipment"). INDEPENDENT CONTRACTOR represents and warrants that INDEPENDENT CONTRACTOR has title to or is authorized to contract the Equipment and services to Celtic Cartage, Inc.

2. DURATION OF AGREEMENT: This Agreement shall begin on the date indicated on the signature page and shall remain in effect for (1) one year in accordance with the provisions of paragraph 4; provided, however, that this Agreement may be terminated at any time in accordance with the provisions of paragraph 8.

3. COMPENSATION: It is expressly understood and agreed that INDEPENDENT CONTRACTOR's compensation shall be as set forth in APPENDIX "A" ("INDEPENDENT CONTRACTOR's Compensation Schedule"), and such compensation shall constitute the total compensation for everything furnished, provided, or done by INDEPENDENT CONTRACTOR in connection with this Agreement, including driver's services. Nothing in this Agreement shall constitute a promise by Celtic Cartage, Inc. to offer INDEPENDENT CONTRACTOR any loads under this Agreement. INDEPENDENT CONTRACTOR has not been promised any minimum number of loads. If Celtic Cartage, Inc. terminates the Agreement, Celtic Cartage, Inc. understands and agrees that no loads will be offered for transportation by Celtic Cartage, Inc.

4. TERMINATION: This Agreement may be terminated for any reason by giving thirty day's (30) written notice to that effect to the other party either personally, by mail, or by fax machine at the address indicated at the end of this Agreement. INDEPENDENT CONTRACTOR shall, upon termination of this Agreement, remove all Celtic Cartage, Inc. identification from the Equipment and return all of Celtic Cartage, Inc.'s property, including trailers, paperwork, freight/cargo and load-securement equipment to the terminal that INDEPENDENT CONTRACTOR is assigned to. If the INDEPENDENT CONTRACTOR fails to return Celtic Cartage, Inc.'s property or freight to Celtic Cartage, Inc. or

Initials SW

remove and return all Celtic Cartage, Inc. identification from the Equipment upon termination of this Agreement, INDEPENDENT CONTRACTOR shall pay Celtic Cartage, Inc. an initial payment of damage in the amount of Fifty Dollars (\$50.00) per day for each day that such items are not returned, and Celtic Cartage, Inc., may pursue all other remedies allowed by law or authorized in the Agreement against INDEPENDENT CONTRACTOR.

5. INDEPENDENT CONTRACTOR'S RESPONSIBILITIES:

(a) COMPLIANCE WITH PERTINENT LAWS AND REGULATIONS

- i. **DRIVERS:** INDEPENDENT CONTRACTOR shall provide competent drivers who meet all of the requirements of the U.S. Department of Transportation and Celtic Cartage, Inc. Corporate Safety Policy, including but not limited to, familiarity and compliance with state and federal motor carrier safety laws and regulations. The parties agree that Celtic Cartage, Inc. shall have the exclusive right to disqualify any driver application provided by INDEPENDENT CONTRACTOR in the event that the driver applicant is found to be unsafe, unqualified pursuant to federal or state law, Celtic Cartage, Inc. Corporate Safety Policy, in violation of Celtic Cartage, Inc.'s minimum qualification standards or incompetent, in which case INDEPENDENT CONTRACTOR shall be obligated to furnish another competent, reliable and physically qualified driver applicant that meets the minimum qualification standards set forth by Celtic Cartage, Inc..
- ii. **SUBMISSION OF PAPERWORK:** INDEPENDENT CONTRACTOR shall carry a copy of this Agreement in the Equipment at all times and file with Celtic Cartage, Inc., as required by Celtic Cartage, Inc. Corporate Safety Policy, all Driver's Daily Log forms and supporting documents (including original toll receipts for Celtic Cartage, Inc.'s reproduction), Trip Sheets (including original fuel receipts for Fuel Tax calculation and preparation), physical examination certificates, accident reports, and any other required data, documents or reports as required.
- iii. **SHIPPING DOCUMENTS:** INDEPENDENT CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, J-1's or other papers identifying the property carried on the Equipment during the period it is contracted shall be those of Celtic Cartage, Inc., or as authorized by Celtic Cartage, Inc., and shall indicate that the property transported is under the responsibility of Celtic Cartage, Inc.
- iv. **DRUG & ALCOHOL TESTING:** INDEPENDENT CONTRACTOR and/or its drivers shall, as required by 49 C.F.R. §382.103, comply with Celtic Cartage, Inc.'s Drug & Alcohol Policies, including participation in Celtic Cartage, Inc.'s D.O.T. Random Drug and Alcohol Testing Program, all random testing will be done at the expense of Celtic Cartage, Inc.
- v. **SAFE OPERATIONS:** INDEPENDENT CONTRACTOR agrees to operate the Equipment in a safe and prudent manner at all times in accordance with the laws of the various jurisdictions in which the Equipment will be operated and pursuant to the operating authorities of Celtic Cartage, Inc., and in accordance with all rules related to traffic safety, highway protection and road requirements, as well as any and all requirements in the Celtic Cartage, Inc. Corporate Safety Policy. Moreover, INDEPENDENT CONTRACTOR agrees that all drivers and/or workers employed by INDEPENDENT CONTRACTOR will comply with the terms of this Agreement while operating the Equipment on behalf of INDEPENDENT CONTRACTOR.

(b) OPERATIONAL EXPENSES

- i. **OPERATING EXPENSES:** INDEPENDENT CONTRACTOR shall, at its sole cost and expense, provide all the Equipment ready to operate and fully roadworthy, including the necessary licenses, permits, cab cards, vehicle identification stamps, state base plates and shall furnish all necessary oil, fuel, tires, and other parts, supplies and equipment necessary or required for the safe and efficient operation and maintenance of the Equipment, including repairs for the operation of such Equipment; and shall pay all other expenses incident to such operation, including, but not limited to, highway use taxes, weight taxes, state property or indefinite situs taxes, fuel taxes (including the applicable fee, each month of each year, for the completion and filing of fuel taxes by a vendor selected by Celtic Cartage, Inc. Celtic Cartage, Inc. has contracted JJ Keller, Inc. to compute and file fuel taxes on its behalf. INDEPENDENT CONTRACTOR will be given a monthly and quarterly statement of said IFTA accounting.

Initials

- ii. **MAINTENANCE AND INSPECTION:** INDEPENDENT CONTRACTOR shall be responsible for maintaining, and shall maintain the Equipment in safe condition and in complete compliance with all laws and regulations of the states in which INDEPENDENT CONTRACTOR operates and the Department of Transportation. In order to ensure compliance with all Department of Transportation regulations, INDEPENDENT CONTRACTOR shall, at its own expense, make the Equipment available for inspection by Celtic Cartage, Inc. upon reasonable request. INDEPENDENT CONTRACTOR shall, at its sole cost and expense, have the Equipment inspected annually, as required by 49 C.F.R. §396.17, at a maintenance facility which Celtic Cartage, Inc. may, at its sole discretion, authorize. INDEPENDENT CONTRACTOR shall, as directed by Celtic Cartage, Inc. forward all inspection and maintenance records for the equipment by the 10th day of the following month on a completed Monthly Maintenance Report provided.
- iii. **FINES:** INDEPENDENT CONTRACTOR or its drivers agree to pay all fines, including but not limited to parking and traffic fines and penalties, imposed for violation of any law or regulation by the state or any locality in which INDEPENDENT CONTRACTOR operates, the Department of Transportation, or the Surface Transportation Board, where such violation results, at least partially, from the acts or omissions of INDEPENDENT CONTRACTOR.
- iv. **OVERWEIGHT AND/OR OVERDIMENSIONAL SHIPMENTS:** INDEPENDENT CONTRACTOR shall have the duty to determine that all shipments are in compliance with the size and weight laws of the states in which or through it will travel and to notify Celtic Cartage, Inc. if the vehicle is overweight or in need of permits before commencing the haul. Except when the violation results from the acts or omissions of INDEPENDENT CONTRACTOR, Celtic Cartage, Inc. shall assume the risks and costs of fines for overweight and oversize trailers when such trailers are preloaded and sealed, or the load is containerized, or for improperly permitted over-dimension and overweight loads, or the trailer or lading is otherwise outside of INDEPENDENT CONTRACTOR's control. INDEPENDENT CONTRACTOR shall pay, or reimburse Celtic Cartage, Inc., for any cost or penalties due to INDEPENDENT CONTRACTOR 's failure to weigh each shipment or to notify Celtic Cartage, Inc. that the vehicle is overweight or in need of permits.

(c) **CARGO CLAIMS:** INDEPENDENT CONTRACTOR shall immediately report all cargo claims, including all shortages, overages or other exceptions to the cargo, to Celtic Cartage, Inc. INDEPENDENT CONTRACTOR shall be responsible for any expense incurred by Celtic Cartage, Inc. for any cargo claim due to, but not limited to, any delay, shortages, misdelivery, and any direct damage claim relating to lost, damaged or contaminated loads, arising out of, or resulting from INDEPENDENT CONTRACTOR's service.

(d) **USE OF EQUIPMENT:** INDEPENDENT CONTRACTOR agrees to return any equipment provided for its use by Celtic Cartage, Inc. in the same condition as received by INDEPENDENT CONTRACTOR, reasonable wear and tear excepted, immediately upon Celtic Cartage, Inc.'s request or upon termination of this Agreement at a time and place designated by Celtic Cartage, Inc. In the event that the equipment is not in as good as condition as when it was received by Independent Contractor, INDEPENDENT CONTRACTOR hereby authorizes Celtic Cartage, Inc. to restore the equipment to its proper condition and to deduct or charge INDEPENDENT CONTRACTOR for such repair or reconditioning. In the event INDEPENDENT CONTRACTOR for any reason fails to comply with this provision, INDEPENDENT CONTRACTOR agrees to reimburse Celtic Cartage, Inc. for all reasonable expense and costs incurred by Celtic Cartage, Inc. in recovery or repair of the equipment and/or property from INDEPENDENT CONTRACTOR or its drivers. INDEPENDENT CONTRACTOR agrees that in the event that it is necessary for Celtic Cartage, Inc. to enter upon private property and/or remove private property in order to recover any equipment and/or property, INDEPENDENT CONTRACTOR does hereby irrevocably grant Celtic Cartage, Inc. or its duly authorized agents, permission to do so and further agrees to save and hold harmless Celtic Cartage, Inc., or its duly authorized agents, from any form of liability whatsoever in connection with such repossession. INDEPENDENT CONTRACTOR shall be liable for, and pay, the entire cost incurred by Celtic Cartage, Inc. for each incident involving direct, indirect and consequential damage, including but not limited to, towing charges, replacement costs for a total loss, and reasonable attorney's fees, arising out of, or in connection with, INDEPENDENT CONTRACTOR use of any equipment obtained through any interchange agreement, Celtic Cartage, Inc. customer's equipment, or equipment of any other carrier resulting from negligence. INDEPENDENT CONTRACTOR agrees and warrants that any equipment provided for use by Celtic Cartage, Inc. will only be used by INDEPENDENT CONTRACTOR and its drivers to transport shipments tendered to INDEPENDENT CONTRACTOR by Celtic Cartage, Inc.

(e) **INSURANCE:** The responsibilities and obligations between Celtic Cartage, Inc. and INDEPENDENT CONTRACTOR involving insurance shall be as specified in paragraph 6(d) and in *Appendix B* ("Insurance"). Celtic Cartage, Inc. shall have no insurance responsibilities or obligations pertaining to INDEPENDENT CONTRACTOR other than those expressly stated in this Agreement or mandated by law.

Initials 

(f) **ACCIDENTS AND CLAIMS:** INDEPENDENT CONTRACTOR shall immediately report any accident or potential claim to Celtic Cartage, Inc. involving operations under this Agreement, including INDEPENDENT CONTRACTOR's written report of such accident or claim. In the event INDEPENDENT CONTRACTOR fails to notify Celtic Cartage, Inc. of the accident within a reasonable amount of time following the time of the accident or claim, INDEPENDENT CONTRACTOR shall be liable for any and all damages resulting from that failure to notify, including but not limited to consequential damages, fines, claims by third parties and reasonable attorney fees. INDEPENDENT CONTRACTOR and its drivers shall cooperate fully with Celtic Cartage, Inc. in the conduct of any legal action, regulatory hearing or other similar process arising from the operation of the Equipment, the relationship created by this Agreement or the services performed hereunder. INDEPENDENT CONTRACTOR shall, upon Celtic Cartage, Inc.'s request, provide written reports or affidavits, attend hearings and trials and assist in securing evidence or obtaining the attendance of witnesses. INDEPENDENT CONTRACTOR shall provide Celtic Cartage, Inc. with any assistance as may be necessary for Celtic Cartage, Inc. or Celtic Cartage, Inc.'s representatives or insurers to investigate, settle or litigate any accident, claim or potential claim by or against Celtic Cartage, Inc.

(g) **HOLD HARMLESS:** INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold harmless Celtic Cartage, Inc. from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney's fees, action, claim for injury to persons, including death, and damage to property which Celtic Cartage, Inc. may incur arising out of or in connection with INDEPENDENT CONTRACTOR's obligations under this Agreement or breach thereof. This provision shall remain in full force and effect both during and after the termination of this Agreement.

6. CARRIER'S RESPONSIBILITIES:

(a) **EXCLUSIVE POSSESSION AND RESPONSIBILITY:** The Equipment shall be for Celtic Cartage, Inc.'s exclusive possession, control, and use for the duration of this Agreement. As such, INDEPENDENT CONTRACTOR shall not operate the Equipment for any other motor carrier or entity during the term of this Agreement without prior written consent from Celtic Cartage, Inc. Celtic Cartage, Inc. shall assume complete responsibility for the operation of the Equipment for the duration of this Agreement. This subparagraph is set forth solely to conform to Surface Transportation Board regulations and shall not be used for any other purposes, including any attempt to classify INDEPENDENT CONTRACTOR as an employee of Celtic Cartage, Inc. Nothing in the provisions required by 49 CFR 376.12(c) (1) is intended to affect whether the INDEPENDENT CONTRACTOR or any driver provided by the INDEPENDENT CONTRACTOR is an independent contractor or an employee of Celtic Cartage, Inc. An independent contractor relationship may exist when a carrier complies with 49 U.S.C. § 14102 and attendant administrative requirements.

(b) **RECEIPT FOR EQUIPMENT:** Upon taking possession of the Equipment from INDEPENDENT CONTRACTOR, Celtic Cartage, Inc. shall furnish to INDEPENDENT CONTRACTOR a receipt for equipment, which shall constitute the receipt required by 49 CFR § 376.11(b). Upon termination of this Agreement, INDEPENDENT CONTRACTOR shall execute a similar receipt for equipment as the written receipt for the return of the Equipment by Celtic Cartage, Inc. to INDEPENDENT CONTRACTOR; provided, however, that the Agreement and Celtic Cartage, Inc.'s obligations thereunder shall expire upon the termination of the Agreement regardless of whether INDEPENDENT CONTRACTOR submits the receipt for equipment required under this provision.

(c) **IDENTIFICATION OF EQUIPMENT:** Celtic Cartage, Inc. shall identify, or provide identification for the Equipment in accordance with the requirements of the Surface Transportation Board, Department of Transportation, and appropriate state regulatory agencies. Celtic Cartage, Inc. shall have the right to place and maintain on the Equipment Celtic Cartage, Inc.'s name and any lettering, advertisement, slogans or designs as Celtic Cartage, Inc. may choose. INDEPENDENT CONTRACTOR, at Celtic Cartage, Inc.'s cost and expense, shall allow Celtic Cartage, Inc. or any of Celtic Cartage, Inc.'s authorized agents to remove such identification at the termination of this Agreement or while operating such Equipment for any purpose other than conducting Celtic Cartage, Inc.'s business. At its discretion, INDEPENDENT CONTRACTOR may have the identification permanently painted on the Equipment. INDEPENDENT CONTRACTOR further agrees to keep the Equipment in clean appearance and identified as described herein, at its sole cost and expense.

(d) **INSURANCE:** Unless authorized to be self-insured, Celtic Cartage, Inc. shall maintain public liability, property damage, and cargo insurance in such amounts as are required by the Surface Transportation Board, Department of Transportation, and applicable state regulatory agencies. Celtic Cartage, Inc. shall maintain insurance coverage for the protection of the public pursuant to the Surface Transportation Board's regulations under 49 U.S.C. § 13906. Celtic Cartage, Inc.'s self-insurance or possession of legally required insurance in no way restricts Celtic Cartage, Inc.'s right of indemnification from INDEPENDENT CONTRACTOR under Paragraph 5(g) and other provision of this Agreement.

7. INDEPENDENT CONTRACTOR NOT EMPLOYEE OF Celtic Cartage, Inc.: It is expressly understood and agreed that INDEPENDENT CONTRACTOR is an INDEPENDENT CONTRACTOR for the Equipment and driver services provided pursuant to this Agreement, and that INDEPENDENT CONTRACTOR agrees to indemnify and hold Celtic Cartage, Inc. harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting Celtic Cartage, Inc.'s interests, brought by employees, any union, the public, or state or federal agencies, arising out of the operation of the Equipment pursuant to this Agreement. In this regard, INDEPENDENT CONTRACTOR hereby assumes full control and responsibility for all hours scheduled and worked, wages, salaries, and workers' compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to the use of drivers provided by INDEPENDENT CONTRACTOR pursuant to this Agreement. Proof of such control and responsibility shall be submitted by INDEPENDENT CONTRACTOR to Celtic Cartage, Inc. as required by Celtic Cartage, Inc. and may include, but not be limited to, proof of payment of payroll tax for INDEPENDENT CONTRACTOR's drivers and a certificate of insurance containing a 30-day notice of change and/or cancellation clause. For the purposes of this section, the term INDEPENDENT CONTRACTOR refers to the owner of the Equipment as well as drivers that may be operating the Equipment on behalf of the owner. As required by law, Celtic Cartage, Inc. agrees to file information tax returns (Form 1099) on behalf of INDEPENDENT CONTRACTOR if INDEPENDENT CONTRACTOR is paid more than the statutory amount in compensation during a calendar year.

8. BREACH: Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated, at any time, by either party in the event of a breach by the other of any term or obligation contained in this Agreement. In the event of a breach and when practicable, written notice shall be served upon the breaching party, notifying such party of the breach and the termination of the Agreement and reason(s) therefore. If, in Celtic Cartage, Inc.'s judgment, INDEPENDENT CONTRACTOR has subjected Celtic Cartage, Inc. to liability because of INDEPENDENT CONTRACTOR's acts or omissions, Celtic Cartage, Inc. may take possession of the lading entrusted to INDEPENDENT CONTRACTOR and complete performance. In such event, INDEPENDENT CONTRACTOR shall waive any recourse against Celtic Cartage, Inc. for such action and indeed shall reimburse Celtic Cartage, Inc. for all direct or indirect costs, expenses, or damages including reasonable attorney's fees incurred by Celtic Cartage, Inc. as a result of Celtic Cartage, Inc.'s taking possession of the lading and completing performance.

9. SETTLEMENT PERIOD: Celtic Cartage, Inc. shall settle with INDEPENDENT CONTRACTOR with respect to services provided under this Agreement within 15 calendar days after INDEPENDENT CONTRACTOR's submission, in proper form, of those documents necessary for Celtic Cartage, Inc. to secure payment, including, but not necessarily limited to, the signed freight bill, delivery receipt or bill of lading, and properly completed logs as required by the Department of Transportation. Celtic Cartage, Inc. shall have the right to review all of INDEPENDENT CONTRACTOR's documents and records relating to the use of the Equipment and to the services provided under this Agreement, and INDEPENDENT CONTRACTOR agrees to provide Celtic Cartage, Inc. with access to such documents and records upon reasonable notice. After forty-five (45) days from the date of settlement, INDEPENDENT CONTRACTOR hereby waives the right to challenge the accuracy or the amount of such settlement; releases and discharges Celtic Cartage, Inc. from any and all claims related to such settlement; and, agrees to indemnify and hold Celtic Cartage, Inc. harmless from any and all attorney fees, court costs or expenses incurred in defending claims involving such settlement.

10. INDEPENDENT CONTRACTOR NOT REQUIRED TO PURCHASE PRODUCTS, EQUIPMENT, OR SERVICES FROM Celtic Cartage, Inc.: INDEPENDENT CONTRACTOR is not required to purchase or rent any products, equipment, or services from Celtic Cartage, Inc. as a condition of entering into this Agreement. In the event INDEPENDENT CONTRACTOR elects to purchase or rent equipment from Celtic Cartage, Inc. or from any third party, for which the purchase or rental contract gives Celtic Cartage, Inc. the right to make deductions from INDEPENDENT CONTRACTOR's settlement, then the parties mutually agree to attach and incorporate each such contract, specifying all terms thereof, to this Agreement as *Appendix E "Settlement Information Advise"*.

11. CHARGE BACK: Celtic Cartage, Inc. shall charge back to INDEPENDENT CONTRACTOR at the time of payment or settlement, any expenses Celtic Cartage, Inc. has borne that, under this Agreement, INDEPENDENT CONTRACTOR is obligated to bear. Such expenses shall be deducted from the amount of INDEPENDENT CONTRACTOR's compensation and shall include, but not be limited to those expenses set forth in *Appendix A "Independent Contractor's Compensation"* of this Agreement. Celtic Cartage, Inc. shall provide INDEPENDENT CONTRACTOR written itemization and documentation of all charge backs prior to making such charge backs.

12. FINAL SETTLEMENT: With respect to final settlement, the failure on the part of INDEPENDENT CONTRACTOR to allow Celtic Cartage, Inc. to remove and recover all identification devices belonging to Celtic Cartage, Inc. shall constitute a breach of this Agreement. Such breach shall entitle Celtic Cartage, Inc. to withhold any payments owed to INDEPENDENT CONTRACTOR until such obligations are met. The parties agree that, in

Initials 

addition to any other right, remedy or claim Celtic Cartage, Inc. may have, INDEPENDENT CONTRACTOR shall pay Celtic Cartage, Inc. \$50.00 per day for INDEPENDENT CONTRACTOR's failure to remove and return such property.

13. **ESCROW FUNDS:** INDEPENDENT CONTRACTOR authorizes Celtic Cartage, Inc. to establish the escrow as set forth in Appendix C ("Escrow") in accordance with the provisions of the federal leasing regulations.

14. **SETTLEMENT INFORMATION ADVISORY:** The deductions set for on Appendix A ("Independent Contractor's Compensation") have been authorized by INDEPENDENT CONTRACTOR.

15. **PASSENGER AUTHORIZATION:** INDEPENDENT CONTRACTOR shall not allow any passengers to ride in the Equipment unless authorized in writing by Celtic Cartage, Inc. as required by law.

16. **LOADING AND UNLOADING:** In the event the shipper or consignee does not assume loading and unloading responsibilities, INDEPENDENT CONTRACTOR shall not be responsible cost of loading and unloading of property transported on behalf of Celtic Cartage, Inc.

17. **BENEFIT:** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors.

18. **NOTICE:** All notice provisions of this Agreement shall be in writing delivered personally, by postage prepaid, first class mail, or by facsimile machine to the addresses or fax number shown at the end of this Agreement.

19. **COMPLETE AGREEMENT:** This Agreement, including any Appendices attached, constitutes the sole, entire, and existing agreement between the parties herein, and supersedes all prior agreements and undertakings, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term, except those specifically modified or changed by mutual written agreement between Celtic Cartage, Inc. and INDEPENDENT CONTRACTOR.

IN WITNESS WHEREOF, Celtic Cartage, Inc. and INDEPENDENT CONTRACTOR do hereby sign this Agreement:

On this [REDACTED] day of MARCH 2018 the effective date of this Agreement.

CARRIER

Celtic Cartage, Inc.
11260 Southwest Highway
Palos Hills, Il 60465

(ADDRESS)

Phone # 708-974-1405
Fax # 708-974-4679

INDEPENDENT CONTRACTOR

[REDACTED]

(ADDRESS)

Phone # [REDACTED]
Fax # [REDACTED]
Cell Phone # [REDACTED]

MAILING ADDRESS (if different)

By: _____

Printed Name: _____

Title: Owner Operator
FEIN or SSN: 26-1640603

Email Address: [REDACTED]

By: Sherron Vaulx
Printed Name: Sherron Vaulx
Title: Safety Director

Initials SV

RECEIPT FOR POSSESSION OF CONTRACTED VEHICLE

Received from _____ the vehicle or vehicles described in this Agreement.

Equipment received at Palos Hills, IL on March 9th, 2010 at _____
(Terminal Location)

2:00 O'clock _____ AM / PM.

By: Shervon Vaulx
(Celtic Cartage, Inc. representative)

Printed Name: Shervon Vaulx



RECEIPT FOR RETURN OF CONTRACTED VEHICLE

Received from _____ the vehicle or vehicles described in this Agreement.

Equipment received at Palos Hills, IL on _____, 20__ at _____
(Terminal Location)

_____ : _____ O'clock _____ AM / PM.

By: _____
(INDEPENDENT CONTRACTOR representative)

Printed Name: _____

Initials SV

**Appendix A
INDEPENDENT CONTRACTOR'S COMPENSATION**

1. INDEPENDENT CONTRACTOR SHARE OF REVENUE: Unless otherwise agreed to in writing between the parties, Celtic Cartage, Inc. shall pay INDEPENDENT CONTRACTOR based upon the following schedule:

a) For haulage of loads tendered by Celtic Cartage, Inc.:

\$1.01 per mile empty/\$1.25 per mile loaded *Miles shall be computed by use of a corporate software program, latest edition/program in use by Celtic Cartage, Inc., and shall be based upon the most practical route; or local movements under 125 miles o/w will be paid **at 75% of gross revenue.**

b) **Adjusted Gross Revenue:** Adjusted Gross Revenue (AGR) shall mean all revenue received by Celtic Cartage, Inc. from the shippers, consignees, or other carriers or customers for commodities hauled by INDEPENDENT CONTRACTOR under this Agreement, reduced by: (a) any and all expenses attributed to accessorial services paid to a third party by Celtic Cartage, Inc. in relation to movement of the load, including without limitation, amounts paid to other independent contractors as a pro-rata payment for their participation in the movement of a load, any amount paid by Celtic Cartage, Inc. to interline or augmenting carriers to expedite a load, or any warehouse or storage charges; (c) any revenue received by Celtic Cartage, Inc. as an excess value charge on high value shipments; (d) all incentives, discounts or commissions given to Celtic Cartage, Inc.'s customers or other third parties; and (e) amounts paid or accrued for certain specialized trailers and excessive trailer spotting situations.

c) **Accessorial Service Charges:** The percentages of accessorial charges, including but not limited to, detention, tarping, and loading charges, shall be paid to INDEPENDENT CONTRACTOR based upon the same percentage of AGR listed above.

2. CHARGE BACK ITEMS: Pursuant to Paragraph 11 of this Agreement, the following expenses, if initially paid for on behalf of INDEPENDENT CONTRACTOR by Celtic Cartage, Inc., shall be charged back and deducted from INDEPENDENT CONTRACTOR's compensation or from INDEPENDENT CONTRACTOR's escrow account in the event that INDEPENDENT CONTRACTOR's compensation is insufficient:

- a) Advances in compensation;
- b) Fuel taxes, container & chassis damage, and tires per IANA guidelines.
- c) Accident costs as set forth in Paragraph 5(b)(vii);
- d) Cargo claims as set forth in Paragraph 5(c);
- e) Trailer damage claims as set forth in Paragraph 5(d);
- f) Monthly rental and usage fees for Celtic Cartage, Inc., Inc. provided communication devices as set forth in *Appendix D*;
- g) IRP base plates and/or permits if applicable;
- h) All amounts authorized by INDEPENDENT CONTRACTOR to be deducted pursuant to a purchase or lease contract to which INDEPENDENT CONTRACTOR is a party;
- i) Insurance costs for coverage's obtained through Celtic Cartage, Inc.;
- j) Any amount due Celtic Cartage, Inc. by INDEPENDENT CONTRACTOR for C.O.D. charges collected by INDEPENDENT CONTRACTOR from Celtic Cartage, Inc.'s customers;
- k) All expenses, including but not limited to \$1.50 per dispatched mile, incurred by Celtic Cartage, Inc. in fulfilling Celtic Cartage, Inc.'s obligations or recovering Celtic Cartage, Inc.'s trailer upon the termination of this Agreement; and
- l) All other expenses for which INDEPENDENT CONTRACTOR is responsible for under the Agreement, including all appendices to same.

3. MILEAGE: Any compensation based upon miles shall be computed by use of corporate software program(s), latest edition/program in use by Celtic Cartage, Inc., and shall be based upon the shortest, most practical route.

CARRIER

Celtic Cartage, Inc.

By: Sherron Vault

Printed Name: Sherron Vault

Dated: 3/8/18

Initials [Redacted]

INDEPENDENT CONTRACTOR

By: _____

Printed Name: _____

Dated: _____

Appendix B

INSURANCE

INDEPENDENT CONTRACTOR shall be covered under Celtic Cartage, Inc.'s public liability and property damage insurance coverage and shall be charged back for the entire claim if the claim is caused, in whole or in part, by the negligence, carelessness, willful or intentional acts, or admissions of INDEPENDENT CONTRACTOR or its driver. The insurance provided by Celtic Cartage, Inc. is not intended to protect INDEPENDENT CONTRACTOR whenever the equipment is not being operated on behalf of Celtic Cartage, Inc.

INDEPENDENT CONTRACTOR shall maintain, at its sole cost and expense, the following minimum insurance coverages during the term of this Agreement:

1. **NON-TRUCKING USE ("BOBTAIL"):** INDEPENDENT CONTRACTOR shall procure, carry and maintain public liability and property damage insurance which shall provide coverage to INDEPENDENT CONTRACTOR whenever the Equipment is not being operated on behalf of Celtic Cartage Inc. ("bobtail coverage") in a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury or death to any person or for damages to property in any one occurrence. INDEPENDENT CONTRACTOR shall be responsible for any loss or damage in excess of the policy limit.
2. **WORKERS' COMPENSATION OR OCCUPATIONAL ACCIDENT:** Prior to commencing operations under this Agreement, INDEPENDENT CONTRACTOR shall provide a certificate of insurance showing that INDEPENDENT CONTRACTOR has procured workers' compensation insurance or a policy of occupational accident insurance, in an amount and upon such terms as acceptable to Celtic Cartage, Inc..

INDEPENDENT CONTRACTOR shall furnish to Celtic Cartage, Inc. written certificates obtained from INDEPENDENT CONTRACTOR's insurance Celtic Cartage, Inc. showing that all insurance coverages required above have been procured from an "A" rated company, are being properly maintained, and the premiums therefore are paid, specifying the name of the insurance carrier, the policy number, the expiration date, naming Celtic Cartage, Inc. as an additional named insured and further showing that written notice of cancellation or modification of the policy shall be given to Celtic Cartage, Inc. at least thirty (30) days prior to such cancellation or modification.

In addition to the insurance coverages required under this Agreement, it is INDEPENDENT CONTRACTOR's responsibility to procure, carry and maintain any fire, theft, and uninsured and/or underinsured motorist and collision insurance coverage that INDEPENDENT CONTRACTOR may desire for the Equipment.

INDEPENDENT CONTRACTOR may, at INDEPENDENT CONTRACTOR's option, authorize Celtic Cartage, Inc. to obtain and administer, on INDEPENDENT CONTRACTOR's behalf, the insurance coverages required by this Agreement, in which case INDEPENDENT CONTRACTOR will be charged back for all of Celtic Cartage, Inc.'s expense and cost in obtaining and administering such coverage. If insurance coverage is requested from Celtic Cartage, Inc., INDEPENDENT CONTRACTOR shall pay the first month's costs of all requested coverage upon execution of the Agreement. INDEPENDENT CONTRACTOR recognizes that Celtic Cartage, Inc. is not in the business of selling insurance, and any insurance coverage requested by INDEPENDENT CONTRACTOR from Celtic Cartage, Inc. is subject to all of the terms, conditions and exclusions of the actual policy issued by the insurance underwriter. Celtic Cartage, Inc. shall provide INDEPENDENT CONTRACTOR with a certificate of insurance for each insurance policy under which the INDEPENDENT CONTRACTOR requests coverage. A copy of the actual policy is also available from Celtic Cartage, Inc. upon written request by the INDEPENDENT CONTRACTOR.

INDEPENDENT CONTRACTOR hereby certifies that INDEPENDENT CONTRACTOR has in effect and shall maintain the insurance coverages marked with a check-mark below:

NON-TRUCKING USE/BOBTAIL ()

Insurance Company: Great West Casualty
Policy Number: ICP00584I

Coverage Dates: 10/1/2017-10/1/2018

Minimum Coverage: \$1,000,000.00

OCCUPATIONAL ACCIDENT/CONTIGENT WORKERS' COMPENSATION ()

Insurance Company: Transguard

Policy Number: TGM300007A32188

Coverage Dates: 10/1/2017-10/1/2018

Minimum Coverage: 1,000,000

TRACTOR PHYSICAL DAMAGE ()

Insurance Company: Great West Casualty

Policy Number: ICP00584I

Coverage Dates: 10/1/2017-10/1/2018

NOTE: INDEPENDENT CONTRACTOR must Provide Celtic Cartage Inc. with a certificate of Insurance for all coverage's marked above naming Celtic Cartage, Inc. as a "certificate holder" before this Agreement becomes effective.

INDEPENDENT CONTRACTOR's Signature

Date: _____

Initials [redacted]

If Celtic Cartage, Inc. is able to obtain and provide it, INDEPENDENT CONTRACTOR requests Celtic Cartage, Inc., through Celtic Cartage, Inc.'s insurer to obtain for INDEPENDENT CONTRACTOR the insurance coverages marked with a check-mark below.

NON-TRUCKING USE/BOBTAIL ()

MONTHLY COST:

\$ 55.00 Initials SW

OCCUPATIONAL ACCIDENT/CONTIGENT WORKERS' COMPENSATION ()

MONTHLY COST:

\$ 139.00 Initials SW

TRACTOR PHYSICAL DAMAGE ()

MONTHLY COST:

\$ 16.70/wk Initials SW

INDEPENDENT CONTRACTOR's Signature

Date: _____

Appendix C

ESCROW

In the event that Celtic Cartage, Inc. exercises its right to establish an escrow as set forth in Paragraph 13 of this Agreement, the following shall be applicable:

1. The amount of principal to be held ("escrow funds") shall be a minimum of One Thousand Five Hundred Dollars (\$1,500.00), which amount is to be deducted from INDEPENDENT CONTRACTOR's compensation at Fifty Dollars (\$50.00) every week beginning on the first week of services provided by INDEPENDENT CONTRACTOR under the Agreement, unless INDEPENDENT CONTRACTOR opts to pay the entire One Thousand Five Hundred Dollars (\$1,500.00) at the time of this Agreement. If, at any time, the principal amount in escrow falls below One Thousand Dollars (\$1,500.00), INDEPENDENT CONTRACTOR authorizes Celtic Cartage, Inc. to deduct from INDEPENDENT CONTRACTOR's compensation a maximum amount of Fifty Dollars (\$50.00) per week until the full escrow amount is replenished.
2. Escrow funds shall be held by Celtic Cartage, Inc. for the purpose of insuring compliance with the provision so the Agreement and may be applied to the applicable paragraphs in the Agreement.
3. While escrow funds are under Celtic Cartage, Inc.'s control, Celtic Cartage, Inc. shall provide an accounting to INDEPENDENT CONTRACTOR of all transactions involving such funds by clearly indicating on individual settlement sheets the amount and description of any deduction or addition made to the escrow fund.
4. Upon INDEPENDENT CONTRACTOR's request, Celtic Cartage, Inc. shall provide INDEPENDENT CONTRACTOR with an account of any transactions involving INDEPENDENT CONTRACTOR's escrow funds.
5. Escrow funds shall be repaid upon the prompt return by INDEPENDENT CONTRACTOR of all signs, licenses, permits, notices, tax cards, toll cards/transponders, communication devices, operating authority, and other paperwork and property belonging to Celtic Cartage, Inc. The amount of escrow funds may be reduced to reflect expenses incurred by Celtic Cartage, Inc. with respect to any efforts undertaken by Celtic Cartage Inc. to seek return of such items, or for any and all outstanding Fuel Taxes, Penalties, Accidents, Cargo Claims or any efforts undertaken by Celtic Cartage, Inc. to seek return of such items. Any such reductions shall be accounted for in the final accounting period provided by Celtic Cartage, Inc.
6. Escrow funds, less any reductions, shall be repaid within forty-five (45) days from the date of termination of this Agreement provided that all above mentioned requirements are met.

CARRIER

Celtic Cartage, Inc.

By: Sherron Vaulx

Printed Name: Sherron Vaulx

Dated: [REDACTED]

INDEPENDENT CONTRACTOR

By: _____

Printed Name: _____

Dated: _____

Initials [REDACTED]

Appendix D

DESCRIPTION OF EQUIPMENT

INDEPENDENT CONTRACTOR: [REDACTED]

UNIT # (Assigned by Celtic Cartage, Inc.): [REDACTED]

LICENSE PLATE #: [REDACTED] STATE: IL

YEAR/MAKE/MODEL: 2006 Volvo

BODY STYLE: Sleeper Tractor

COLOR: Blue

V.I.N. #: [REDACTED]

DATE PURCHASED: 2014

VALUE: \$20,000

ODOMETER: _____

Initials SW

Appendix E

SETTLEMENT INFORMATION ADVISORY

TO: Celtic Cartage, Inc. Accounting

FROM: X _____

Please add the following leased equipment to your schedule of same:

Name of Owner: _____

Address: _____

City/State/Zip: _____

FEI or SSN: 26-1640603

Unit #: 10392 Equipment Type: TRUCK

Domicile Terminal: Palos Hills IL.

Driver's Name: _____

Settlement shall be per the attached copy of Appendix A. The escrow deposit is Fifteen Hundred Dollars (\$1,500.00) and no cents and deducted \$50.00 per week until satisfied.

A deduction of \$32.08 per week is to be made for occupational accident /contingent workers' compensation, costs and a fee of Twenty Five Dollars (\$25.00) per quarter charged for fuel tax reporting if INDEPENDENT CONTRACTOR has obtained such service through Celtic Cartage, Inc. Further, charge for whatever fuel tax is owed by the Equipment in the future on a monthly basis.

I, Wanda Wanda, hereby acknowledge the above information to be true and authorize and desire Celtic Cartage, Inc. to make the stated deductions from my weekly settlements.

X Wanda Wanda
INDEPENDENT CONTRACTOR

Sharon Gules
Celtic Cartage, Inc.

Initials SW