

**US CARGO
TRANSPORTATION
SERVICES CORP.**

830 E Higgins Rd. st-e 104-A Schaumburg, IL 60173
Phone: (872)302-7838 Fax: 855-726-8728

**INDEPENDENT CONTRACTOR
AGREEMENT**

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US CARGO TRANSPORTATION SERVICES CORP.

109 E Beech Dr. Schaumburg, IL 60193
Phone: (872)302-7838 Fax: (855)726-4201
FEIN: 47-3406156

("CARRIER"), A Motor CARRIER Operating Pursuant To The Authority Issued By State And Federal Agencies, And:

Contractor (Driver) First Name: _____

Contractor (Driver) Last Name: _____

Contractor (Driver) Address: _____

Contractor (Driver) Phone#: _____

Contractor (Driver) EIN (SSN) _____

("INDEPENDENT CONTRACTOR"), and in consideration of the covenants and agreements contained herein, enters into this INDEPENDENT CONTRACTOR agreement ("agreement").

PRE-EMPLOYMENT AGREEMENTS AND REQUIREMENTS

INDIPENDENT CONTRACTOR understands that this Agreement with the CARRIER is "at will" and may be terminated by the INDIPENDENT CONTRACTOR and/or CARRIER at any time for any reason according to this Agreement. INDEPENDENT CONTRACTOR further understands that first 90 (ninety) days of this Agreement are probationary. During this period CARRIER will determine INDIPENDENT CONTRACTOR's qualifications and suitability for truck driving job for CARRIER, during this period INDIPENDENT CONTRACTOR may be disqualified without further recourse or Agreement may be terminated without any given reason. If necessary, the probationary period may be extended.

INDEPENDENT CONTRACTOR MUST MEET THE FOLLOWING REQUIREMENTS BEFORE AND DURING EMPLOYMENT

- A. Be able to pass US DOT Controlled Substances and Alcohol test.
- B. Be able to pass FMCSA physical requirements.
- C. Have a valid CDL in the State of primary residence, if not, must obtain within 30 days.
- D. No Alcohol of Controlled Substances related conviction within the past 5 (five) years.
- E. No felony conviction(s) within the past 5 (five) years (any conviction(s) beyond 5 years is subject to company review).
- F. No previous accidents resulting from a rear end, lane change/sideswipe, rollover (ail other accidents and accident during employment will be reviewed on a case by case basis).
- G. Be able to drive/operate in all 48 states.
- H. Adhere to all applicable Federal, State and Local rules and regulations and, also CARRIER's policies and procedures as well.
- I. Not have any serious traffic violations within the past 3 (three) years inducing excessive speeding of 15 or more above the posted speed limit (all traffic violations obtained during the employment will be reviewed on a case by case basis dependent upon seriousness of the violations, safety record and time with the company).
- J. No convictions for reckless driving and/or erratic driving for the past 3 (three) years.

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K. *No hit and run accidents or failure to report an accident in past 3 (three) years.*

DURATION OF AGREEMENT

This Agreement shall begin on the date indicated on the signature page and shall remain in effect for a period of not less than 30 days from that date but may be terminated 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.

1. PROVISIONS OF SERVICES AND EQUIPMENT

During the time set forth in paragraph 2, INDEPENDENT CONTRACTOR shall provide CARRIER transportation related services and equipment set forth below. INDEPENDENT CONTRACTOR represents and warrants that INDEPENDENT CONTRACTOR has title to or is authorized to contract the equipment and services to CARRIER.

2. COMPENSATION

It is expressly understood and agreed that INDEPENDENT CONTRACTOR'S compensation shall be set forth in Appendix A and such compensation shall constitute the total compensation for everything furnished, provided, or done by INDEPENDENT CONTRACTOR in connection with this agreement including drivers' services. All mileage computations shall be based on the Microsoft MapPoint. INDEPENDENT CONTRACTOR hereby authorizes the deduction set forth in Appendix B and those deductions and charge backs Identified and referenced elsewhere in this agreement.

3. TERMINATION

Subject to the provisions of paragraph 2, this Agreement may be terminated for any reason by giving thirty (30) day written notice to that effect to the other party either personally, by mail, or by fax machine at the address or fax number shown at the end of this Agreement. INDEPENDENT CONTRACTOR shall, upon the termination of this agreement, remove all CARRIER'S identification from the equipment and return all of the CARRIER'S property Including trailers, load blocks, chains, binders, paperwork and freight, to CARRIER'S nearest terminal. If INDEPENDENT CONTRACTOR fails to return property or freight to CARRIER or remove all CARRIER identification from the equipment within three (3) days after termination of this agreement, INDEPENDENT CONTRACTOR shall pay CARRIER In initial payment of damage in the amount of one thousand dollars (\$1,000.00), as a pre-estimate of damage and not as a penalty, and CARRIER, may pursue all the remedies allowed by law. CARRIER reserves the right to terminate any agreement at any time for no given reason. IF, for any reason, driver, contractor or owner/operator fail to give thirty (30) day written notice of termination of this Agreement, CARRIER reserve the right to keep in full escrow funds in compensation for business loss due to immediate termination of the Agreement. During this thirty (30) day period driver must be available for work (vacations, on-the leave days, consecutive days off duty...) are to be excluded from this thirty (30) day period.

4. INDEPENDENT CONTRACTORS RESPONSIBILITIES

A. Compliance with Pertinent Laws and Regulations.

A1. INDEPENDENT CONTRACTOR shall provide competent drivers who meet all the requirements of the U.S. Department of Transportation, including but not limited to, familiarity and compliance with State and Federal Motor Carrier Safety Regulations. To ensure compliance with such laws and regulations, all drivers will be required to submit to a pre-qualified medical examination and alcohol and or drug test by CARRIER'S physician, the cost of which shall be borne by INDEPENDENT CONTRACTOR and shall be an authorized deduction as outlined in Appendix B.

A2. INDEPENDENT CONTRACTOR shall carry a copy this agreement in the equipment all times and file with CARRIER on a timely basis, all log sheets, inspection sheets in supporting documents (including original toll receipts for CARRIER for mileage tax purposes), physical examination certificates, tax and reports, and any other required data, documents, or reports.

A3. INDEPENDENT CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, or other papers identifying the property carried on the equipment during the period it is contracted shall be those of CARRIER, or as authorized by CARRIER, and shall indicate that the property transported is under the responsibility of CARRIER or a CARRIER with which the equipment has been subcontract.

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A4. INDEPENDENT CONTRACTOR or its drivers shall comply with CARRIERS drug alcohol policy, and any addenda or revisions thereto.

A5. 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 CARRIER, and in accordance with all rules related to traffic safety, highway protection and road requirements. 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.

A6. INDEPENDENT CONTRACTOR shall exercise all diligent efforts to conduct the operation under this agreement in such a manner as to assure continued customer satisfaction and specifically by (1) completing deliveries on-time; (2) loading and unloading at times requested by shipper; (3) delivering at the correct location; and (4) being courteous to both the shipper and consignee.

B. Operational Expenses

B1. INDEPENDENT CONTRACTOR shall, at its sole cost and expense, provide all the equipment ready to operate and fully road worthy and shall furnish all necessary oil, fuel, tires, additives, and other parts, tools and supplies, and equipment necessary or required for the safe and efficient operation of such equipment; and shall pay all other expenses related to such operation, including, but not limited to, highway use taxes, weight distance taxes, State property taxes, motor fuel use taxes, mileage taxes, registration fees, toll charges, and detention and accessorial charges not collected by CARRIER because of INDEPENDENT CONTRACTOR'S failure to provide the required documents.

B2. For the purpose of computing all State fuel taxes owed for the equipment, INDEPENDENT CONTRACTOR shall be responsible for providing CARRIER with an accurate account of all fuel purchases for the purposes of computing State fuel tax liability by submission of original fuel receipt. Furthermore, for the purposes of computing State fuel tax liability, INDEPENDENT CONTRACTOR must account for all mile's travel by State for each trip including all empty mileage.

B3. 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. INDEPENDENT CONTRACTOR shall, at its own expense, make the equipment available for inspection by CARRIER upon reasonable request by CARRIER. Not less than quarterly, INDEPENDENT CONTRACTOR shall, at its sole cost and expense, have the equipment inspected and/or maintained at an independent repair or maintenance facility authorized by CARRIER. INDEPENDENT CONTRACTOR shall, as directed by CARRIER, forward to CARRIER all inspection and maintenance records for the equipment.

B4. INDEPENDENT CONTRACTOR or its drivers agree to pay all fines 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.

B5. 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 CARRIER if the vehicle is overweight or in need of permits before commencing the haul. CARRIER shall reimburse INDEPENDENT CONTRACTOR for all authorized scale expenses incurred by INDEPENDENT CONTRACTOR upon presentation of original scale tickets except when the violation results from the acts or omissions of INDEPENDENT CONTRACTOR.

B6. INDEPENDENT CONTRACTOR shall assume the risks and costs of fines for overweight and oversized vehicles when such vehicles are per-loaded and sealed, or the load is containerized, or for improperly permitted over dimension and overweight loads. INDEPENDENT CONTRACTOR shall pay, or reimburse CARRIER, for any costs or penalties due to INDEPENDENT CONTRACTOR'S failure to weigh shipment or to notify CARRIER that the vehicle is overweight or in need of permits.

C. Cargo Claims

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INDEPENDENT CONTRACTOR shall immediately report all cargo claims, including all shortages, overages or other, exceptions the cargo, to CARRIER. INDEPENDENT CONTRACTOR shall be liable for, and shall pay, the first one thousand dollar (1,000.00) for each cargo claim, including but not limited to, delay, shortages, missed delivery, and any direct damage claim relating to lost, damaged or contaminated loads, arising out of, or in connection with INDEPENDENT CONTRACTOR'S services; provided however, that INDEPENDENT CONTRACTOR shall be responsible for the entire amount of such loss or damage if the incident caused, in whole or in part, by the will full or intentional act or omission of INDEPENDENT CONTRACTOR or Its Driver.

D. Use of Trailer

INDEPENDENT CONTRACTOR agrees to return any trailer provided for its use by CARRIER or its agents in the same good condition as received by INDEPENDENT CONTRACTOR, reasonable wear and tear excepted, along with any and all other equipment and property belonging to CARRIER immediately upon CARRIER'S request or upon termination of this Agreement at any time or place designated by CARRIER. In the event the trailer is not in as good condition as it was delivered by CARRIER, INDEPENDENT CONTRACTOR hereby authorizes CARRIER to restore the trailer to proper condition and to automatically deduct or to charge INDEPENDENT CONTRACTOR for such repairs or reconditioning. INDEPENDENT CONTRACTOR shall obtain prior approval before undertaking any repair or maintenance work on any trailer provided for use by CARRIER. In the event INDEPENDENT CONTRACTOR for any reason fails to comply with this provision; INDEPENDENT CONTRACTOR agrees to reimburse CARRIER for all reasonable expense and costs incurred by CARRIER in recovery of its trailer or property from INDEPENDENT CONTRACTOR or its drivers. INDEPENDENT CONTRACTOR agrees that in the event it is necessary for CARRIER to enter upon private property and/or remove private property in order to recover its trailer or property, INDEPENDENT CONTRACTOR does hereby irrevocably grant CARRIER or its duly authorized agents, permission to do so and further agrees to hold harmless CARRIER, 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 first two thousand five hundred dollars (\$2,500.00) for each incident involving direct, indirect and consequential damage, including but not limited to, towing charges and reasonable attorney's fees, arising out of, or in connection with INDEPENDENT CONTRACTOR'S use of CARRIER'S trailers. CARRIER'S customer's trailers, other equipment of CARRIER'S or the equipment of any other CARRIER; provided, however, that INDEPENDENT CONTRACTOR shall be responsible for the entire amount of any such loss or damage to any topped trailer or if the incident is cause, in whole or in part, by the willful or intentional acts or omissions of INDEPENDENT CONTRACTOR or its driver.

E. Insurance

The responsibilities and obligations between CARRIER and INDEPENDENT CONTRACTOR involving Insurance shall be as specified in paragraph 5 (d). CARRIER shall have no insurance responsibilities or obligations pertaining to INDEPENDENT CONTRACTOR other than those expressly stated in this agreement or mandated by law.

F. Accidents and Claims

INDEPENDENT CONTRACTOR shall immediately report any accident or potential claim to CARRIER involving operations under this agreement, including and any contractor's written report of such accident or claim. In the event in the INDEPENDENT CONTRACTOR fails to notify CARRIER of the accident within two hours from 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 limited to consequential damages, fines, claims by third parties and reasonable attorney fees. INDEPENDENT CONTRACTOR and its drivers shall cooperate fully with CARRIER in the conduct of any legal action, regulatory hearing or other similar procedures arising from the operation of the equipment, the relationship created by this agreement or the services performed hereunder INDEPENDENT CONTRACTOR shall, upon CARRIER'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 CARRIER with any assistance as may be necessary for CARRIER or CARRIER'S representatives or insurers to investigate, settle or litigate any accident claim or obtaining the attendance of witnesses. INDEPENDENT CONTRACTOR shall provide CARRIER with any assistance as may be necessary for CARRIER or CARRIER'S representatives or insurers to investigate, settle or litigate any accident, claim or potential claim by or against CARRIER.

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G. Hold Harmless

INDEPENDENT CONTRACTOR agrees to defend, indemnifying and hold harmless CARRIER from any direct, indirect consequential loss, damaged, fine, expense, including reasonable attorney's fees, action, claim for injury to persons, including death, and damage to property which CARRIER may incur arising out of or in connection with INDEPENDENT CONTRACTORS obligations under this agreement or breach thereof. This provision shall remain in full force and effective during and after the termination. of this agreement.

H. Communication Equipment

The INDEPENDENT CONTRACTOR must provide Cellular communication with the CARRIER.

I. Complete Transportation or Abandons of Load

If for a reason, INDEPENDENT CONTRACTOR shall fail to complete transportation of commodities in transit, or abandon shipment or otherwise subjects CARRIER to liabilities to Shippers or governmental agencies On account of the acts or omission of INDEPENDENT CONTRACTOR end route, INDEPENDENT CONTRACTOR expressly agrees that CARRIER shall have right to complete performance using the same or other trailer, and hold INDEPENDENT CONTRACTOR liable for the costs thereof and for any other such damages INDEPENDENT CONTRACTOR. hereby Waves any defense against CARRIER for such action: and agrees to reimburse CARRIER for any cost and expenses arising out of Such completion of such trip, and to CARRIER any damages for which CARRIER may be liable to shipper arising out of such breach of contract by INDEPENDENTCONTRACTOR.

5. CARRIER'S RESPONSIBILITIES

A. Exclusive Possession and Responsibility

The equipment shall be for CARRIER'S exclusive, possession, control; .and used for the duration of this agreement. CARRIER shall assume complete responsibility for the operation of the equipment for the duration, of this agreement. This subparagraph set forth solely to conform to Federal Highway Vehicle Administration regulations and: shall not be Used for any Other purpose, including any attempt to classify INDEPENDENT CONTRACTOR, as employee of CARRIER. Nothing in this Agreement is intended affect whether the INDEPENDENT CONTRACTOR or any driver provided by the INDEPENDENT CONTRACTOR or an employee of the CARRIER.

B. Inspection of Equipment

CARRIER certifies that, before taking possession of the equipment and on an annual basis thereafter, the equipment was inspected by one of its responsible and competent employees or agents.

C. Identification of Equipment

CARRIER shall identify the equipment in accordance with the requirements of the Department of Transportation and appropriate State regulatory agencies. CARRIER shall have the right to place and: Maintain on the. equipment CARRIER'S name and any lettering, advertisement, slogans or designs as CARRIER may choose. INDEPENDENT CONTRACTOR, at CARRIER'S cost expense shall allow CARRIER or any Of CARRIERS authorized agents to remove Such Identification at the termination of this agreement or while operating such equipment for any purpose other than conducting CARRIER'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 dean appearance and identified as described herein, at its sole cost an expense.

D. Insurance

Unless authorized to be self-insured CARRIER 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. CARRIER shall maintain insurance coverage for the protection of the public pursuant to the Surface Transportation Board's regulations. CARRIERS self-insurance in no way restricts CARRIER'S right of indemnification from INDEPENDENT CONTRACTOR under paragraph 4(G) and other provisions of this agreement.

INDEPENDENT CONTRACTOR Shell be liable for and maintain a valid insurance for himself, and its drivers/employees in accordance with all applicable State, and Federal insurance requirements (Including but not limited to worker's compensation and unemployment insurance, accidental occupational and/or health insurance, etc.).

E. Corporate and personal taxes

INDEPENDENT CONTRACTOR shall. be liable for Its drivers payroll, and issuance of appropriate INDEPENDENT CONTRACTOR shall be liable for computing and filling all applicable State and Federal taxes, and all fines and fees associated with it (including but not limited 03 all applicable corporate taxes, fees and penalties, payroll taxes personal Income taxes, etc.): CARRIER will not compute, prepare, file, nor withheld any taxes from: INDEPENDENT CONTRACTOR's settlement, and CARRIER shall not be held liable for any State, Federal and: local taxes, associated fees, fines and/or penalties owed by INDEPENDEND CONTRACTOR.

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6. INDEPENDENT CONTRACTOR NOT EMPLOYEE OF CARRIER

Is expressly understood and agreed that INDEPENDENT CONTRACTOR is an independent contractor for the equipment and drivers resources provided pursuant to this agreement, and that INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold CARRIER harmless: for any claims, suits, or actions, including reasonable attorney fees in protecting CARRIER'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, 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 CARRIER as required by CARRIER and may include but not be limited to proof of highway use tax being currently paid when the CARRIER purchases licensed; proof of income tax being currently paid; proof of payment of payroll tax for INDEPENDENT CONTRACTORS drivers and a certificate or insurance containing a 30-day notice of changed an cancellation clause. For the purpose of this section, the term INDEPENDENT CONTRACTOR refers to the owner. As required by law, CARRIER 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 the calendar year.

7. 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: CARRIER'S judgment, INDEPENDENT CONTRACTOR. has subject CARRIER to liability because of INDEPENDENT CONTRACTORS acts or omissions, CARRIER may take possession of the lading entrusted INDEPENDENT CONTRACTOR and complete Performances. In such. event, INDEPENDENT CONTRACTOR Shall waive any recourse against CARRIER for all direct and indirect costs, expenses or damages including reasonable attorney's fee incurred by CARRIER as a: result of CARRIER'S taking possession of the lading and complete performance.

8. SETTLEMENT PERIOD

CARRIER 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 CARRIER to secure payment, including, but not. necessarily limited to, trip reports, bills of lading, delivery receipt or other proof of delivery, and properly completed drivers Togs as required by the Department of Transportation. In addition, INDEPENDENT CONTRACTOR shall provide CARRIER with all original fuel receipts, toll tickets (for mileage tax purposes) and all other documents and reports requested. by CARRIER, but not as a condition for payment under this provision; CARRIER 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 CARRIER with access to such documents and records upon: reasonable notice.

9. INDEPENDENT CONTRACTOR NOT REQUIRED TO PURCHASE PRODUCTS, EQUIPMENT, OR SERVICES FORM CARRIER

INDEPENDENT CONTRACTOR is not required to purchase or rent any products, equipment, or services from CARRIER at a condition of entering' into this Agreement.

10. CHARGE BACK

CARRIER shall charge back: to INDEPENDENT CONTRACTOR at time of payment or settlement, all expenses set forth in Appendix B and all other additional expenses that CARRIER has borne that, under this Agreement, INDEPENDENT CONTRACTOR Is obligated to bear. CARRIER shall provide INDEPENDENT CONTRACTOR written itemization and documentation of all Charge backs prior to making such charge backs.

11. FINAL SETTLEMENT

With respect to final settlement, the failure on the part of INDEPENDENT CONTRACTOR to allow CARRIER to remove and recover all Identification devices and other property belonging to CARRIER shall constitute a breach of Agreement Such breach shall entitle CARRIER to withhold any payments owed to INDEPENDENT CONTRACTOR until such obligations are met. The parties agree that, in addition to any other right, remedy or claim CARRIER may have, INDEPENDENT CONTRACTOR shall pay CARRIER \$50.00 per day for INDEPENDENT CONTRACTORS failure to allow CARRIER to remove and recover such property. CARRIER shall have a period of forty-five (45) days after termination of the Agreement to verify the account if INDEPENDENT CONTRACTOR as to money owed to make appropriate deductions before final settlement If INDEPENDENT CONTRACTOR does not notify company within 30 days prior to terminating Agreement, CARRIER reserves right to hold all money owed to contractor.

12. IFTA

Fuel use tax (IFTA) accounting service will be available to INDEPENDENT CONTRACTOR, if he chooses so and fees will be paid to the appropriate Federal and/or State revenue services departments. If INDEPENDENT CONTRACTOR chooses to file own motor fuel use tax (IFTA) accounting and payments shell remain the full responsibility of INDEPENDENT CONTRACTOR. If INDEPENDENT CONTRACTOR chooses to file own motor fuel use tax (IFTA) it is also INDEPENDENT CONTRACTOR'S responsibility to timely provide a copy of motor fuel use tax (IFTA) preparation for CARRIER'S record.

13. ESCROW

It is agreed that an "escrow" fund it set up at the time of the execution of the agreement. INDEPENDENT CONTRACTOR authorizes CARRIER to withhold weekly amounts from any settlements arid to retain it in the escrow funds to the agreed maximum of escrow fund. If for any reason CARRIER does not withhold agreed weekly amounts INDEPENDENT CONTRACTOR authorizes CARRIER to withhold (in subsequent weeks) any additional funds necessary to make up for such deficiency. If INDEPENDENT CONTRACTOR does not keep his equipment operating for the full term of the Agreement the

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minimum fee paid to any regulating agency to certify such equipment or drivers may be deducted from sums held in escrow. All escrow funds may be held for period of 45 days after termination of this Agreement, to insure payment, of INDEPENDENT CONTRACTOR's obligations, including but not limited to fuel taxes, cargo claims, liability claims advances, fuel card advances, traffic fines, or any other cost, which are the sole responsibility of the INDEPENDENT CONTRACTOR. Should any claim not be resolved at the end of said 45 days, the CARRIER may retain the escrow funds until claim is dosed. If CARRIER retains any escrow funds beyond 45 days, the CARRIER shall release any remaining funds within thirty (30) days of the closing of the remaining claims. The CARRIER shall provide INDEPENDENT CONTRACTOR with an accounting, of any transaction involving the escrow account upon request of the INDEPENDENT CONTRACTOR.

14. PASSENGER AUTHORIZATION'

Pursuant to prohibitions under governmental regulations; INDEPENDENT CONTRACTOR agrees not to transport or allow being transported any unauthorized person or persons In the Equipment while in operation in the performance of the Agreement CARRIER may. immediately terminate this contract with INDEPENDENT CONTRACTOR if violation. of this provision occur. INDEPENDENT CONTRACTOR shall not allow any passengers to ride In the Equipment unless authorized in writing by CARRIER as required by law Before passenger authorization will be given by CARRIER, INDEPENDENT CONTRACTOR. (or Its driver). and the passenger requesting authorization shall Submit a fully executed: Passenger Authorization and Release. of Liability form to CARRIER for prior approval.

15. LOADING AND UNLOADING

Except as set forth in Appendix A, INDEPENDENT CONTRACTOR shall be responsible for the loading or unloading of property transported on behalf of CARRIER at INDEPENDENT CONTRACTOR'S sole cost and expense.

16. NON-COMPETE AGREEMENT

INDEPENDENT CONTRACTOR, in consideration of CARRIER entering into this Agreement, hereby consents and agrees, during the term of this Agreement and for a period of one (1) year after its termination, not to engage, directly or indirectly, individually or as employee, officer, director, shareholder, owner, partner, contractor, dispatcher, or consultant in any entity, in soliciting, transporting or handling business of any customers of CARRIER served by CARRIER while INDEPENDENT CONTRACTOR was under contract CARRIER. In addition, during the term of this Agreement and for a period of one (1) year after its termination, INDEPENDENT CONTRACTOR agrees not to solicit, employ or entice any employees of CARRIER or contractors under contract to CARRIER from their relationship with CARRIER. The parties agree that INDEPENDENT CONTRACTOR shall pay CARRIER, as liquidated. damages and not as a penalty, an amount equal to thirty-five percent (35%) of the gross revenue of any and all business obtained by INDEPENDENT CONTRACTOR by virtue of INDEPENDENT CONTRACTOR'S breach of this non-compete agreement for a period of one (1) year thereafter as just and reasonable compensation to CARRIER, and the parties further agree that INDEPENDENT CONTRACTOR shall pay CARRIER all costs of collecting these liquidated damages, including reasonable attorney fees. If request. INDEPENDENT CONTRACTOR shall provide CARRIER, within ten (10) days of such request, all information and documentation regarding such gross revenues to assist CARRIER in verifying that the correct amount of liquidated damages is paid. In the event that a provision of this Agreement is found by a court of competent jurisdiction to be void, illegal or invalid, the remaining provisions shall nevertheless be binding with the same force and effect as if the void, illegal or invalid parts were deleted.

17. BENEFIT

This Agreement shall be binding upon and insure to the benefit of the parties to this Agreement and their respective successors.

18. NOTICE

All notice provisions of this Agreement shall be writing delivered personally, by postage prepaid, first class mail, or by facsimile machine to the addressees 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 mutual written agreement between CARRIER and INDEPENDENT CONTRACTOR. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Illinois and in the event of any disagreement or litigation, the laws of this State shall apply, and suit must be brought in this State, except that CARRIER may bring suit against INDEPENDENT CONTRACTOR in any State where INDEPENDENT CONTRACTOR resides or is located.

20. CHOICE OF LAW

This lease shall be deemed fully executed and performed in the State of Illinois and shall be governed and construed with the laws thereof.

21. VENUE AND PERSONAL JURISDICTION

INDEPENDENT CONTRACTOR consents and agrees that the Courts located in the State of Illinois shall have personal jurisdiction over INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR agrees that venue for any action interpreting or enforcing of the terms of this Lease shall lie solely in the State and Federal Courts located in DuPage and/or Cook Counties in the State of Illinois.

22. NOTICES

All notices, demands and communications required or desired to be given in connection with this Lease shall be in writing and shall be deemed to have been duly given on the date received if delivered personally, by courier service, or by electronic means or, if mailed, on the third day after mailing upon the party shown below. Either party may designate in writing another

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Phone: (872)302-7838 Fax: 855-726-8728

person to receive notice under this Lease.

23. SEVEREANCE/SURVIVAL

In the event any of the terms of this Lease are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Lease for any reason.

24. NON-WAIVER

Neither the failure of CARRIER to exercise any right, power or privilege under this Lease, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege

25. INDEPENDENT CONTRACTOR'S WARRANTY

INDEPENDENT CONTRACTOR warrants that independent contractor has complete authority to enter into this Lease on behalf of INDEPENDENT CONTRACTOR, that the Lease is legal, valid, binding and enforceable against Lessee in accordance with its term and that all information supplied by INDEPENDENT CONTRACTOR to CARRIER, including all financial information, is true correct and complete.

26. COUNTERPARTS

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

APPENDIX A

INDEPENDENT CONTRACTOR'S compensation base election:

A. GROSS RATE BASED COMPENSATION

CARRIER shall pay INDEPENDENT CONTRACTOR 88% of gross receipts of each load. Compensation for detention, multiple stop offs load/unload and load/unload are already included in rate confirmation. INDEPENDENT CONTRACTOR agrees to reimburse CARRIER for any cost of renting the trailer on his behalf and cost of insurance (cargo and liability), insurance and accident deduction(s) agreed upon damage and payments, fuel card payments, based on monthly or weekly deductions from his paycheck.

B. "PER MILE" BASED COMPENSATION

CARRIER shall pay INDEPENDENT CONTRACTOR \$ 0 ___ per dispatched mile traveled. Compensation for detention, multiple stop-offs load/unload and load/unload are already included in agreed rate. CARRIER will provide trailer for INDEPENDENT CONTRACTOR use in the regular course of business for the duration of this agreement at no extra charge if INDEPENDENT CONTRACTOR elects "per mile" based compensation. All mileage computations shall be based on the Microsoft MapPoint.

ADVANCES ON COMPENSATION

At the sole discretion of CARRIER, CARRIER may pay INDEPENDENT CONTRACTOR an advance of INDEPENDENT CONTRACTOR'S compensation in the amount of Twenty-Five percent (25%) of gross compensation due INDEPENDENT CONTRACTOR at time of request. All such advances will be charged back to INDEPENDENT CONTRACTOR at cost of 2% of gross compensation, pursuant to Paragraph II of this Agreement. INDEPENDENT CONTRACTOR hereby authorizes CARRIER to make advance payments as outlined in this paragraph to any driver that may be operating the Equipment on behalf of INDEPENDENT CONTRACTOR at additional 10% cost of advance payment In any case where the INDEPENDENT CONTRACTOR has secured an advance of any kind from CARRIER (including but not limited to fuel lubricants, safety equipment, tires, tractor and trailer parts, fines and penalties, operating authorities, licenses permits, transfer charges, tolls, or any insurance deduction...), CARRIER shall be authorized to deduct the amount of such advance from any trip settlement, escrow settlement or other moneys due. If such moneys are insufficient to cover the sum due to the CARRIER from INDEPENDENT CONTRACTOR, then INDEPENDENT CONTRACTOR will on demand pay to CARRIER all sums remaining due to the CARRIER. CARRIER shall furnish a written explanation and itemization of all such deductions due upon demand.

RECRUITMENT INCENTIVE

In addition to the compensation set forth above, CARRIER shall also pay INDEPENDENT CONTRACTOR an incentive for each additional contractor that contracts with CARRIER as direct result of a referral made by INDEPENDENT CONTRACTOR. In the event that the referred or recruited contractor remains under contract with CARRIER for a minimum of 180 days, then INDEPENDENT CONTRACTOR, provided INDEPENDENT CONTRACTOR is still under contract with CARRIER, shall receive an incentive, \$250.00.

CARRIER shall have the exclusive right to determine if a referral made by INDEPENDENT CONTRACTOR directly results in the recruitment of a new contractor, and this incentive shall not apply if the recruited or referred contractor has previously worked under contract or as an employee driver for CARRIER.

MISCELLANEOUS

Payment make beyond those set forth in this Appendix shall be determined on a case-by-case basis. Any payments made by the payment schedule set forth in Appendix A shall not be construed to create any additional liabilities by the CARRIER for similar service or equipment provided by INDEPENDENT CONTRACTOR and/or its drivers/employees at a different time either previous to or subsequent to the service or equipment provided wherein payment was made

Independent Driver's Initials: _____

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APPENDIX B

CARRIER shall have authority to automatically deduct from any compensation owed to INDEPENDENT CONTRACTOR, or have the right to offset with respect to any funds held by CARRIER, the following items:

- 1.**Cost of equipment lease from third party (if such case) for INDEPENDENT CONTRACTOR'S and/or it's driver's use (included but not limited to truck lease, trailer lease, any other equipment and/or special tools needed to be used in regular course of business for the duration of this agreement). This fund will be deducted and paid to third party lessor, based on leasing invoice provided by lessor and will be shown on contractor's statement.
- 2.**All costs associated with use of fuel card if and when provided by CARRIER (included but not limited to diesel fuel purchases, additives, advances, card usage fees and costs, etc.)
- 3.**Any advance of any kind made by CARRIER to INDEPENDENT CONTRACTOR'S driver or agents.
- 4.**Payment for any loss or damage to third persons up to \$2,500.00 (as an insurance deductible).
- 5.**Payment for Damage to or loss of cargo up to \$1,000.00 per incident (as an insurance deductible).
- 6.**Payment for any loss or damage to third person; damage to or loss of cargo and loss or damage to CARRIER'S trailer or property shall be subject to an aggregate of \$2,500.00 per occurrence. Provided, however, that INDEPENDENT CONTRACTOR shall be responsible for the entire claim if the claim is caused, in whole or in part, by the willful or intentional acts or omissions of INDEPENDENT CONTRACTOR or its drivers.
- 7.**Unless INDEPENDENT CONTRACTOR provides items listed below, CARRIER may, but is under no obligation to, initially pay for and later charge back to INDEPENDENT CONTRACTOR and/or deduct from any compensation owed to INDEPENDENT CONTRACTOR and/or reserve funds immediately at time of settlement, any of the following: license registration fees, mud flaps, flags, fuses, reflectors, lights, light bulbs, citations, repairs, cash advances, cargo claims, accident claims, insurance, tires, telephones, towing charges, and other repairs or maintenance for INDEPENDENT CONTRACTOR'S equipment.
- 8.**INDEPENDENT CONTRACTOR shall pay for any and every of his drivers during each contract period for physical/medical exams and certification/recertification, and pre-employment-controlled substances test.

MOTOR CARRIER

SIGN: _____

NAME: _____

DATE: _____

INDEPENDENT CONTRACTOR

SIGN: _____

NAME: _____

DATE: _____

Independent Driver's Initials: _____

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CERTIFICATION OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate interstate, or foreign commerce and operates a vehicle weighing or rated at 26,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

The requirements in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing or rated at 10,001 pounds or more, can transport more than 15 people (or more than 8 people when there is direct compensation), or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS. Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain certain driver licensing requirements that you as a driver must comply with, including the following:

1) **POSSESS ONLY ONE LICENSE:** You, as a commercial vehicle driver, may not possess more than one motor vehicle operator’s license.

2) **NOTIFICATION OF LICENSE SUSPENSION, REVOCATION OR CANCELLATION:** Sections 391.15(b)(2) and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation, suspension, cancellation, or disqualification of your driver’s license or driving privilege. In addition, Section 383.31 requires that any time you are convicted of violating a state or local traffic law (other than parking), you must report it within 30 days to your employing motor carrier. The notification must be in writing.

3) **CDL DOMICILE REQUIREMENT:** Section 383 23(a)(2) requires that your commercial driver’s license be issued by your legal state of domicile, where you have your true, fixed, and permanent home and principal residence and to which you have the intention of returning whenever you are absent If you establish a new domicile in another state, you must apply to transfer your CDL within 30 days.

The following license is the only one I possess:

Contractor (Driver) License No. _____ Sate _____ Exp. Date _____

DRIVER CERTIFICATION: I certify that I have read and understood the above requirements.

Contractor (Driver) Name (Printed). _____

Contractor (Driver) Signature _____ Date: _____

Notes: _____

Independent Driver’s Initials: _____

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INDEPENDENT CONTRACTOR AGREEMENT

Drug and alcohol test program

Among U S Cargo Transportation Services Corp. most vital concerns are the safety, health, and wellbeing of its drivers and all people who come into contact with its workforce, property, and/or its products, and services. It is our goal to provide a healthy, satisfying work environment that promotes personal opportunities for growth. Furthermore, our drivers have the right to work with persons free from the effects of alcohol and/or drugs. U S Cargo Transportation Services Corp. does not intend to intrude into the private lives of its contractors but recognizes the drivers' off-the-job as well as on-the-job-involvement with illegal drugs can have a negative impact on the workplace, fellow drivers and customers. Drivers are expected to report for work with no illegal drugs in their bodies and free of all adverse effects of alcohol misuse. U S Cargo Transportation Services Corp. encourages drivers to seek professional assistance any time for personal problems, including alcohol or drug dependency that adversely affects their ability to perform their assigned duties. Supervisors are de mated to the fair and equitable application of this policy. They are required to apply all aspects of this policy and to use unbiased and impartial manner. The purpose of this policy is to comply with Department of Transportation Regulations 49CFR Part 40, procedure for Transportation Workplace Drug Testing Programs, 49 CFR Part 382, Controlled Substances and Alcohol use and Testing-Federal Motor Carrier Safety Administration, and 49 CFR Part 29, Drug Free Workplace Act of 1988. This policy incorporates these regulations for safety sensitive contractors.

This policy applies to all contractors that are required to have a Commercial Driver license (**CDL**) or are considered by the DOT to be in a safety-sensitive position, full or part-time contractors when they are on **U S Cargo Transportation Services Corp.** property or when they are performing any safety-sensitive function.

Any substance or illegal drug identified in the Controlled Substance Act (21 U.S. C. 812) is prohibited at all times. This includes, but not limited to marijuana (THC), amphetamine, opiates, phencyclidine (PCP) and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use but not limited to, any illegal drug use, misuse of legally prescribed drugs, and the use of illegally obtained prescription drugs.

No driver shall perform safety-sensitive functions within at least eight hours after using alcohol or substances in which alcohol is present (including any medication, mouthwash, food, candy) or any other substance in which alcohol is present during working hours is prohibited. (This includes after driving duties have ceased).

Engaging in unlawful manufacture, distribution, dispensing., possession, or use of prohibited substances is prohibited by any safety-sensitive, contractor. Contractors who violate this provision will be terminated. This includes the illegal manufacture of alcohol by distillation or other processes.

All contractors are required to notify their supervisor within five (5) days of any criminal drug statute conviction. Failure to comply with this provision shall result in termination. All contractors in safety-sensitive positions will be subject to urine drug testing and breath alcohol testing. A refusal to test is considered a positive test result and will lead to immediate removal from duty, referral to a Substance Abuse Professional (SAP), and possible termination of contractor. The following items constitute a refusal to test

1. Failure to appear or remain at the test site.
2. Failure to provide urine specimen when required.
3. Failure to permit direct observation or monitored collection.
4. Decline to take a second test when directed.
5. Failure to provide sufficient specimen without a valid medical explanation
6. Failure to undergo a medical evaluation.
7. Failure to cooperate with the testing process.
8. Attempt to dilute, substitute, or tamper with a specimen.
9. Failure to sign the Custody Control Form or Breath Alcohol Form.

Independent Driver's Initials: _____

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Federal regulations require analytical urine drug testing and breath alcohol testing to be conducted when circumstances warrant or as outlined in the regulations US Cargo Transportation Services Corp. affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the tests results are compromised, the test will be cancelled. The drugs that will be tested for include marijuana (TI-IC), cocaine, opiates, amphetamines, and phencyclidine (PCP). Urine specimens will be conducted using the split specimen sample method as described in 49 CFR Part 40. Each Specimen will be accompanied by a DOT Chain of Custody and Control Form (CCF) and identified using a unique, identification number that attributes the specimen to the Correct individual.

The specimen will be sent to a laboratory where a validity test will be performed to ensure that it is non-adulterated human urine. Then an initial drug screen test will be conducted on the primary specimen. For the primary specimen that is not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The primary test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40.

Post-Accident Testing

All contractors are required to undergo urine drug testing and breath alcohol testing if they are involved in an accident with a vehicle owned or leased by US Cargo Transportation Services Corp. if one or all to the following conditions are met:

1. The accident resulted in a fatality.
2. The contractor was issued a citation and a vehicle was towed from the scene of the accident.
3. The Contractor was issued a citation and an individual involved in the accident received bodily injury requiring immediate medical treatment away from the scene of the accident.
4. The surviving contractor that operated the vehicle or any other contractor whose performance cannot be completely discounted as contributing to the accident must be tested. Following the accident, the contractor(s) must be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for urine drug testing. Any contractor involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she has completed an alcohol test or released from duty. Any contractor who voluntarily leaves the scene of an accident prior to submission to drug and alcohol testing will be considered to have refused the test and the contractor will be terminated. An alcohol test should be administered within two (2) hours of the accident. If this has not been done US Cargo Transportation Services Corp. will document the reason the test was not completed within two (2) hours of the accident and will continue to attempt to obtain a test and document their attempts within the eight (8) hour period. At the end of the eight (8) hours, US Cargo Transportation Services Corp. will cease the attempt to administer the test and document why the test was not completed. The contractor must remain readily available for testing, until they are released from the scene of the accident. If the contractor is required to leave the scene under the authority of medical or police personnel, they must notify US Cargo Transportation Services Corp. as to their whereabouts.

Refusal to take part in a random Drug and alcohol test program will result in applicant being declared ineligible for any position or more especially operating a Commercial Vehicle.

Independent Driver's Initials: _____

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ALCOHOL AND CONTROLLED SUBSTANCE CONSENT AND RELEASE

Have you ever refused to be tested for drugs and alcohol at any time in the last two years?

YES NO

Have you ever tested positive for drugs and alcohol at any time in the last two years?

YES NO

Have you ever tested positive on any pre-employment drug or alcohol test for a job which you applied for but did not obtain?

YES NO

If you answered YES to any of the above questions, attach a statement of explanation and provide proof of return to duty process.

I understand that, as required by the Federal Motor Carrier Safety Regulations and company policy, all drivers and independent contractors must submit to alcohol and controlled substance testing as a condition of employment. I also understand that any offer of employment will be contingent upon the results of an alcohol and controlled substance test. Therefore, I agree to submit to the following alcohol and controlled substance tests in accordance and as defined by FMCSA Regulations and Carrier policy:

- Pre-employment, to determine eligibility
- Random
- Reasonable Suspicion
- Post-Accident

I certify that I have read, understand, and agree to abide by the condition of this consent and release form.

Applicant Signature

Date

Print Name

SSN#

Carrier representative Signature

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Independent Driver's Initials: _____

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MOTOR VEHICLE DRIVER'S

Certification of Violations/Annual Review of Driving Record

MOTOR CARRIER INSTRUCTIONS: Each motor carrier shall at least once every 12 months, require each driver it employs to prepare and furnish it with a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted, or on account of which he/she has forfeited bond or collateral during the preceding 12 months (Section 391.27). Drivers who have provided information required by Section 383.31 need not repeat that information on this form. DRIVER REQUIREMENTS: Each driver shall furnish the list as required by the motor carrier above. If the driver has not been convicted of or forfeited bond or collateral on account of any violation which must be listed, he/she shall so certify (Section 391.27).

COMPLETED BY DRIVER – CERTIFICATION OF VIOLATIONS

EMPLOYMENT DATE	LICENCE EXPIRATION DATE
SOCIAL SECURITY NUMBER	DRIVER'S LICENSE NUMBER AND STATE
Name:	
HOME TERMINAL (CITY AND STATE)	

I certify that the following is a true and complete list of traffic violations required to be listed (other than those I have provided under Part 383) for which I have been convicted or forfeited bond or collateral during the past 12 months. (If you have had no violations, check the following box - None.)

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation (other than those I have provided under Part 383) required to be listed during the past 12 months.

Date of Certification _____ Driver's Signature _____

COMPLETED BY MOTOR CARRIER – ANNUAL REVIEW OF DRIVING RECORD

MOTOR CARRIER INSTRUCTIONS: Review the Certification of Violations listed above, and other information described in Section 391.25 of the Federal Motor Carrier Safety Regulations. Complete the information requested below. I have hereby reviewed the driving record of the above-named driver in accordance with Section 391.25 and find that he/she (check one):

- Meets minimum requirements for safe driving Is disqualified to drive a motor vehicle pursuant to Section 391.15.
 Does not adequately meet satisfactory safe driving performance

Action taken with driver: _____

Reviewed by: _____ Date: _____

Signature: _____ Title: _____

US Cargo Transportation Services Representative

MAINTAIN THIS DOCUMENT IN THE DRIVER'S QUALIFICATION FILE. THIS DOCUMENT MAY BE PURGED AFTER 3 YEARS FROM DATE OF EXECUTION.

Independent Driver's Initials: _____

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Employment history

NOTE: DOT requires employment for 3 years previous and/or commercial driving experience for past 10 years be shown.

1.	
_____ Employer	_____ Employed From (date)
_____ Address	
_____ Phone	_____ Supervisor Name
_____ Position	_____ Reason for leaving
Where you subject to the FMCSRs while employed? YES NO	
Was your job designated as a safety sensitive function in any DOT regulated mode subject to the drug & alcohol testing requirements of 49 CFR part 40? YES NO	
2.	
_____ Employer	_____ Employed From (date)
_____ Address	
_____ Phone	_____ Supervisor Name
_____ Position	_____ Reason for leaving
Where you subject to the FMCSRs while employed? YES NO	
Was your job designated as a safety sensitive function in any DOT regulated mode subject to the drug & alcohol testing requirements of 49 CFR part 40? YES NO	
3.	
_____ Employer	_____ Employed From (date)
_____ Address	
_____ Phone	_____ Supervisor Name
_____ Position	_____ Reason for leaving
Where you subject to the FMCSRs while employed? YES NO	
Was your job designated as a safety sensitive function in any DOT regulated mode subject to the drug & alcohol testing requirements of 49 CFR part 40? YES NO	

Independent Driver's Initials: _____

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4.	
_____	_____
Employer	Employed From (date)

Address	
_____	_____
Phone	Supervisor Name
_____	_____
Position	Reason for leaving
Where you subject to the FMCSRs while employed? YES NO	
Was your job designated as a safety sensitive function in any DOT regulated mode subject to the drug & alcohol testing requirements of 49 CFR part 40? YES NO	
5.	
_____	_____
Employer	Employed From (date)

Address	
_____	_____
Phone	Supervisor Name
_____	_____
Position	Reason for leaving
Where you subject to the FMCSRs while employed? YES NO	
Was your job designated as a safety sensitive function in any DOT regulated mode subject to the drug & alcohol testing requirements of 49 CFR part 40? YES NO	
6.	
_____	_____
Employer	Employed From (date)

Address	
_____	_____
Phone	Supervisor Name
_____	_____
Position	Reason for leaving
Where you subject to the FMCSRs while employed? YES NO	
Was your job designated as a safety sensitive function in any DOT regulated mode subject to the drug & alcohol testing requirements of 49 CFR part 40? YES NO	

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DECLARATION OF EMPLOYMENTS STATUS

This refers to any gaps in employment history

I understand that must provide my complete employment history for the past 3 years, and all CDL required employment for the 7 years preceding that. Any gaps in employment longer than 1 month are explained as.

From: _____ To: _____

During this time, I was engaged in the following activity: _____

In addition:

_____ I was not employed by any company or individual.

_____ I was not convicted of any criminal act involving the use of a commercial motor vehicle or while driving a commercial motor vehicle.

To Be Read and Signed by Applicant

I authorize you to make such investigations and inquiries of my personal, employment, financial or medical history and other related matters as may be necessary in arriving at an employment decision. (Generally, inquiries regarding medical history will be made only if and a conditional offer of employment has been extended.) I hereby release employers, schools, health care providers and other person from all liability in responding to inquiries and releasing information in connection with my application.

In the event of employment, I understand that false or misleading information given in my application or interviews may result in discharge, I understand, also, that I am required to abide by rules and regulations of the Company.

I understand that information I provide regarding current and/or previous employers may be used, and those employers will be contacted, for the purpose of investigating my safety performance history as required by 49 CFR 391.23 (d) and (e). I understand that I have the right to:

Review information provided by previous employers;

Have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employers; and

Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.

Signature: _____ Date: _____

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FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENTS

In accordance with the provisions of sections 604 (b) (2) (A) of the Fair Credit Reporting Act Public Law 91-508, as amended by the Consumer Credit reporting Act of 1996 (Title II, Subtitle D, Chapter I, of Public Law 104-208), you are being informed that reports verifying your previous employment purposes. These reports are required by Sections 382.413 and 391.25 of the federal Motor Carrier Safety regulations.

Applicant's signature

Date

Print Name _____

Social Security Number _____

Carrier Representative Signature _____

Carrier Representative Name _____

Independent Driver's Initials: _____

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TICKET / ACCIDENTS / and any other violations

Accident record for the past 3 years:				
Date	Description	#of Injuries / Fatalities		
_____	_____	_____		
_____	_____	_____		
Traffic Conviction & Forfeitures for the past 3 years:				
Location	Date	Charge	Penalty	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	

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REQUEST FOR DOT DRUG AND ALCOHOL TESTING INFORMATION FROM PREVIOUS EMPLOYER

EFFECTIVE AUGUST 1, 2001, 49 CFR Part 40, U.S. Department of Transportation, Procedures for Transportation Workplace Drug and Alcohol Testing Programs requires employers to do a background check of all new employees hired (or current employees transferred) to perform safety sensitive covered functions. Enclosed with this document is a suggested form for requesting that information. The following is the regulation.

§49 CFR Part 40.25 Must an employer check on the drug and alcohol testing record of employees it is intending to use to perform safety-sensitive duties?

(a) Yes, as an employer, you must, after obtaining an employee's written consent, request the information about the employee listed in paragraph (b) of this section. This requirement applies only to employees seeking to begin performing safety-sensitive duties for you for the first time (i.e., a new hire, an employee transfer into a safety-sensitive position). If the employee refuses to provide this written consent, you must not permit the employee to perform safety-sensitive functions.

(b) You must request the information listed in this paragraph (b) from DOT-regulated employers who have employed the employee during any period during the two years before the date of the employee's application or transfer:

- (1) Alcohol tests with a result of 0.04 or higher alcohol concentration;
- (2) Verified positive drug tests;
- (3) Refusals to be tested (including verified adulterated or substituted drug test results);
- (4) Other violations of DOT agency drug and alcohol testing regulations; and
- (5) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's

successful completion of DOT return-to-duty requirements (including follow-up tests). If the previous employer does not have information about the return-to-duty process (e.g., an employer who did not hire an employee who tested positive on a pre-employment test), you must seek to obtain this information from the employee.

(c) The information obtained from a previous employer includes any drug or alcohol test information obtained from previous employers under this section or other applicable DOT agency regulations.

(d) If feasible, you must obtain and review this information before the employee first performs safety-sensitive functions. If this is not feasible, you must obtain and review the information as soon as possible. However, you must not permit the employee to perform safety-sensitive functions after 30 days from the date on which the employee first performed safety-sensitive functions, unless you have obtained or made and documented a good faith effort to obtain this information.

(e) If you obtain information that the employee has violated a DOT agency drug and alcohol regulation, you must not use the employee to perform safety-sensitive functions unless you also obtain information that the employee has subsequently complied with the return-to-duty requirements of Subpart O of this part and DOT agency drug and alcohol regulations.

(f) You must provide to each of the employers from whom you request information under paragraph (b) of this section written consent for the release of the information cited in paragraph (a) of this section.

(g) The release of information under this section must be in any written form (e.g., fax, e-mail, letter) that ensures confidentiality. As the previous employer, you must maintain a written record of the information released, including the date, the party to whom it was released, and a summary of the information provided.

(h) If you are an employer from whom information is requested under paragraph (b) of this section, you must, after reviewing the employee's specific, written consent, immediately release the requested information to the employer making the inquiry.

(i) As the employer requesting the information required under this section, you must maintain a written, confidential record of the information you obtain or of the good faith efforts you made to obtain the information. You must retain this information for three years from the date of the employee's first performance of safety-sensitive duties for you. (j) As the employer, you must also ask the employee whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years. If the employee admits that he/she had a positive test or a refusal to test, you must not use the employee to perform safety-sensitive functions for you, until and unless the employee documents successful completion of the return-to-duty process (see paragraphs (b)(5) and (e) of this section).

Independent Driver's Initials: _____

**US CARGO
TRANSPORTATION
SERVICES CORP.**

**INDEPENDENT CONTRACTOR
AGREEMENT**

830 E Higgins Rd. st-e 104-A Schaumburg, IL 60173
Phone: (872)302-7838 Fax: 855-726-8728

Release of CM Testing Information - 49 CFR Part 40 Drug and Alcohol Testing

Section 1 To be completed by the new employer, signed by the employee, and transmitted to the previous employer

Employee Printed Name

Employee SSN or ID Number

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-8, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ **Date:** _____

I-A New Employer Name: _____

Address: _____

Phone: _____

Designated Employer Representative: _____

II-A Previous Employer Name: _____

Address: _____

Phone: _____

Designated Employer Representative: _____

Section II To be completed by the previous employer and transmitted by mail or fax to the new employer

II-A In the two years prior to the date of the employee's signature (in Section 1), for DOT-regulated testing

- Did the employee have alcohol tests with a result of 0.04 or higher? Yes _____ No _____
- Did the employee have verified positive drug test? Yes _____ No _____
- Did the employee refuse to be tested? Yes _____ No _____
- Did the employee have other violations of DOT agency drug and alcohol testing regulations? Yes _____ No _____
- Did a previous employer report a drug and alcohol rule violation to you? Yes _____ No _____
- If you answered yes to any of the above items, did the employee complete the return-to-duty process? Yes _____ No _____

NOTE: If you answered yes to item 5, you must provide the previous employer's report. If you answered yes to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

II-B

Name of person providing information in Section 11-A _____

Title: _____ Phone: _____ Date _____

Independent Driver's Initials: _____

