



WILD BOHEMIAN CARRIERS, Inc.
US DOT 976175 MC# 412976
4031 N. Pecos
Ste. 101
LAS VEGAS, NV 89115
Voice (702) 240-6683, Fax (702) 433-5777
Independent Contractor's Agreement

THIS AGREEMENT and entered into this the _____ day of _____, 2009 by and between *Wild Bohemian Carriers, Inc.*, located at **4031 N. Pecos Rd. Ste 101 Las Vegas, NV 89115** hereinafter referred to as "**COMPANY**" and _____ an individual, **COMPANY**, Partnership or Corporation doing business as a **CONTRACTOR** now located at _____ hereinafter referred to as "**CONTRACTOR**".

WITNESSETH, THAT

WHEREAS, COMPANY desires to contract with **CONTRACTOR** for services hereinafter provided for, and **WHEREAS, CONTRACTOR** is willing to furnish such services, including the use of motor vehicle equipment which is required and which is described more fully hereafter.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. EQUIPMENT AND IDENTIFICATION:

a. CONTRACTOR will furnish **COMPANY** the equipment described below. **COMPANY**, during the period of this Agreement shall have exclusive possession, control, and use of said equipment. Further, **COMPANY** shall assume complete responsibility for the operation of the equipment during the term of this Agreement. In addition, **CONTRACTOR** shall advise **COMPANY** of any information which affects, or is likely to affect the interests of **COMPANY**, including, but not limited to, damage, loss, or delay in the delivery of cargo under the care, custody and control of **CONTRACTOR**.

b. The CONTRACTOR is furnishing to the **COMPANY** the following tractor as described below.

YEAR: _____
Make: _____
VIN Number: _____
Unit Number: _____

2. USE OF EQUIPMENT:

a. CONTRACTOR shall dedicate said equipment exclusively to the service of **COMPANY** in its transportation of shipments, loading and unloading same and delivering to destination in accordance to the shipping documents.

b. CONTRACTOR shall comply with all rules, regulation and instructions of **COMPANY** and all regulatory bodies having jurisdiction over **COMPANY'S** operations.

c. CONTRACTOR shall at his/her own expense cause his tractor to comply with applicable federal, state, local and foreign laws, ordinances, rules and regulations.

3. TRAILER USE:

a. COMPANY will furnish **CONTRACTOR** a 53 foot air-ride van during the period of this agreement. A 5% fee of gross receipts will be withheld as a rental fee. All Maintenance and Repairs shall be the responsibility of the **CONTRACTOR**.

4. LABOR:

a. CONTRACTOR shall furnish at his/her expense, all personnel necessary to the satisfactory performance of the services herein provided in this agreement.

b. Employee Taxes. Contactor shall comply with the rules and regulations of all applicable federal, state, local, and foreign authorities with respect to withholding income or other taxes from wages paid his drivers and helpers and shall report and pay all taxes levied by reason of his employment of such drivers and helpers, including Social Security and unemployment compensation taxes and all other taxes of similar character, howsoever denominated.

c. Workmen's Compensation Insurance. Contactor shall comply with the rules and regulations of all applicable federal, state and foreign authorities with respect to providing worker's compensation insurance, employer's liability insurance, and insurance of similar character howsoever denominated, for his drivers and helpers, and, at his own expense, shall purchase and renew all such coverage's.

d. **CONTRACTOR** and **COMPANY** agrees that the personnel furnished by **CONTRACTOR** shall be employees of **CONTRACTOR**. Should, however, a court of competent jurisdiction or any agency of either the federal or state government determine that such personnel or any one or several of them are employees of **COMPANY** for any purpose whatsoever, including but not limited to liability for withholding taxes, worker's compensation coverage of liability, **CONTRACTOR** agrees to hold and save **COMPANY** harmless from any and all liability, obligation or expense incurred by **COMPANY**, including but not limited to, the amount of any assessment, award, judgment, or other order which may be entered against **COMPANY** on account of such determination as well as any other costs or expense incurred by **COMPANY** in connection with such matter.

5. DRIVING:

a. The truck tractor shall at all times be operated by persons who are qualified under the law to drive the truck tractor and who have a valid, current non-suspended and non-restricted operator's license that allows such person to drive the truck tractor.

b. **CONTRACTOR** will not permit any person other than himself/herself to operate the equipment subject to this Agreement, nor will **CONTRACTOR** add or substitute any vehicle, unless prior written approval therefore is obtained from **COMPANY**. Provided, however, that **CONTRACTOR** may permit a helper, qualified in accordance with the applicable D.O.T. and *Wild Bohemian Carrier, Inc.* regulations and standards by which **COMPANY** is obligated to subscribe.

c. Unless specifically authorized in writing to do so by motor carrier under whose authority the commercial vehicle is being operated, **CONTRACTOR** shall not transport any person or permit any person to be transported on his/her commercial motor vehicle.

6. INSURANCE:

a. **CONTRACTOR** shall provide, at his/her expense, public liability and property damage insurance upon his/her vehicle with such limits as directed by **COMPANY**. **CONTRACTOR** authorizes **COMPANY** to obtain such insurance and charge to the account of the **CONTRACTOR** the cost to obtain such insurance. Said insurance shall jointly cover the liability of **COMPANY** and **CONTRACTOR** as their respective interests may appear. Nothing herein shall be construed as relieving the **COMPANY** of its responsibility for the protection of the public pursuant to any State and Federal regulation.

b. **CONTRACTOR** shall provide his/her own physical damage and bobtail insurance (Copies of such policies must be supplied to **COMPANY** prior to operation of equipment) and it is expressly understood by **CONTRACTOR** that **COMPANY** assumes no liability whatsoever to **CONTRACTOR** for any loss or damage which **CONTRACTOR** may sustain in the operation of his/her equipment; whether such loss or damage results from fire, theft, collision or other event.

7. MISSING ITEMS AND PROPERTY DAMAGE:

a. Missing Items Claims – The **CONTRACTOR** will be responsible for missing items claims. The **CONTRACTOR** will be charged the full amount that **COMPANY** is charged for missing items.

b. Property Damage and Accident Claims – **CONTRACTOR** will be held responsible for damage to property verified to have been caused by the **CONTRACTOR** or the crew. The **CONTRACTOR** will be charged the actual amount of liability not to exceed \$1000.

8. MAINTENANCE:

a. **CONTRACTOR** shall, at his/her own expense, fully maintain his/her equipment in good mechanical condition at all times keep said equipment clean and in compliance with safety regulations as required by Federal and State regulatory agencies and at 49 CFR Commercial Federal Regulations. Records of such maintenance shall be provided to **COMPANY** at any and all such times as maintenance is performed. **CONTRACTOR** shall not, for any reason, incur any obligations nor open any charge accounts in the name of **COMPANY**.

9. OPERATING COSTS:

a. **CONTRACTOR** shall furnish, at his/her expense, any fuel, oil, tires, lubricants, garage facilities, repairs, labor and the cost of all bridge, tunnel, ferry, road and other tolls incident to the ownership of equipment, including taxes, fines assessed growing out of the violation of any law or regulation.

b. **CONTRACTOR** shall obtain at his/her own expense, all permits, base plates, certificates and franchises necessary to operate equipment in its service as required by Federal and State regulations.

10. TAXES:

a. **CONTRACTOR** shall be responsible for the payment of all taxes incidental to ownership and operation of the equipment furnished by him/her. In the event the **CONTRACTOR** pays any taxes, which is the obligation of the **COMPANY**, **CONTRACTOR** shall be reimbursed therefore upon submission to **COMPANY** of evidence of payment. **CONTRACTOR** shall be required to complete a form W-9 prior to beginning service with the **COMPANY** under the terms of this Agreement.

11. I.F.T.A.:

a. *CONTRACTOR* shall be responsible for the payment of all Highway use taxes. *COMPANY* shall be required to complete and file all state and Federal Highway Use tax forms on behalf of *CONTRACTOR*. Payment of said taxes shall be deducted from *CONTRACTOR'S* Fuel fund and notated on his settlement quarterly.

12. SHIPPING DOCUMENTS:

a. All shipping documents covering the transportation and other services shall be between *COMPANY* and Shipper or Consignor.

b. *CONTRACTOR* shall be required to insure the correct completion by the customer of all shipping documents both at the time of loading and at the time of delivery.

c. Shipping documents must be received in the *COMPANY'S* office no later than five (5) working days from the date of delivery.

13. LEGAL COMPLIANCE:

a. *CONTRACTOR* shall comply with all applicable state, federal and local laws while operating pursuant to this Agreement. Furthermore, *CONTRACTOR* Acknowledges receipt of, and agrees to comply with all provisions stated therein, the Federal Motor Carrier Safety Regulation Pocketbook 16-ORS (744).

14. COMPENSATION:

a. As and for compensation for the performance of services as hereinafter provided, *COMPANY* agrees to pay, and *CONTRACTOR* agrees to accept, as the sole and only compensation for the furnishing of all such services, the compensation of Eighty percent (80%) of the gross **Wild Bohemian Carriers** invoices.

15. FUEL ACCOUNT:

a. *CONTRACTOR* shall provide a cash deposit with *COMPANY* in the amount of two thousand dollars (\$2,000.00), the "Fuel Account". The Fuel Account shall be paid by deducting fifty dollars (\$50.00) weekly from the commissions due and payable to *CONTRACTOR* and subsequently as necessary to maintain the balance of the Fuel Account. *COMPANY* may deduct from the account any amount due to *COMPANY* or to any shipper under this Agreement not otherwise paid by *CONTRACTOR*. *COMPANY* shall notify *CONTRACTOR* whenever any additions, deductions or changes are made to the Fuel Account, and *CONTRACTOR* shall have the right to demand an accounting of the funds in the Fuel Account at any time. Upon termination of this Agreement, the balance of the Fuel Account shall be paid to *CONTRACTOR* within 45 days after termination, subject to any deductions as provided in this Agreement or any accounts for other amounts which may be due or payable by *CONTRACTOR*.

16. ACCIDENT REPORTING:

a. *CONTRACTOR* shall notify the *COMPANY* by telephone within two (2) hours after the occurrence of any accident. *CONTRACTOR* shall also notify *COMPANY* within 24 hours in writing, of any accident involving equipment furnished by *CONTRACTOR* under the terms of this Agreement. *CONTRACTOR* shall submit a complete accident report along with any police reports.

17. REPORTS:

a. *CONTRACTOR* shall report to *COMPANY* in the manner prescribed by the *COMPANY*, all data in the connection with *COMPANY'S* business in *CONTRACTOR'S* performance under this Agreement in sufficient detail to enable *COMPANY* to make all reports required by law, including but not limited to, logs which must be turned in within ten (10) days of completion.

18. GENERAL INDEMNITY PROVISION:

a. *CONTRACTOR* shall indemnify *COMPANY* for any loss, damage, or expense which *COMPANY* may sustain as a result of any act or failure to act under the provisions of this Agreement by *CONTRACTOR*, his/her servants, employees or representatives, expecting there from, however, any amounts which *COMPANY* is compensated under existing insurance or otherwise.

19. INTENT:

a. It is understood and agreed by and between the parties hereto that *CONTRACTOR* is an independent *CONTRACTOR* and neither *CONTRACTOR* nor his employees are employees of *COMPANY*. While *CONTRACTOR* and his/her employees are acquainted with *COMPANY'S* methods of operation, and will endeavor to comply therewith as part of this Agreement, it is understood and agreed that *COMPANY* does not have the right to and will not control or endeavor to control the manner or method contracted herein.

20. NON-ASSIGNABILITY

a. This Agreement is non-assignable and is personal to the parties hereto.

21. WAIVER:

a. The waiver by *COMPANY* of any breach of this Agreement by *CONTRACTOR* shall not constitute a waiver respecting any such further or other breach thereof by *CONTRACTOR* and this Agreement shall continue in full force and effect according to its provisions.

22. TERMINATION:

a. **CONTRACTOR** may terminate this Agreement by serving written notice fifteen (15) days prior to date of termination by registered mail upon **COMPANY** at its office, stating therein the date of termination. Provided however, that termination shall not be effective until **CONTRACTOR** completes the delivery of any shipments under his/her care, custody and control, and the performance of any other duties prescribed under the terms of this Agreement. **COMPANY** may terminate this Agreement in the same manner by written notice delivered either in person or by registered mail, return receipt requested, to the last known address of **CONTRACTOR**. **COMPANY** may terminate this agreement at any time without notice if **CONTRACTOR** becomes unfit to perform the anticipated services on behalf of **COMPANY**.

23. LEAVE OF ABSENCE:

a. **CONTRACTOR** may take a leave of absence by serving written notice thirty day (30) days prior to date of leave of absence by notification upon the **COMPANY** at its office, stating therein the dates of expected leave. Provided however, that the leave of absence shall not be effective until **CONTRACTOR** completes the delivery of any shipments under his/her care, custody and control, and the performance of any other duties prescribed under the terms of this Agreement.

24. OBLIGATIONS UPON TERMINATION:

In the event of termination of this Agreement by either party, it is agreed:

a. **CONTRACTOR** will deliver to **COMPANY** any assigned equipment along with all licenses, registration plates and identifying insignia obtained by or on behalf of **COMPANY** pursuant to this Agreement. **CONTRACTOR** will execute and deliver to **COMPANY** all papers, which may be, required to affect a transfer of, or to secure from the governmental agencies involved, a refund for such licenses or registrations. Failure of **CONTRACTOR** to perform will result in charge to **CONTRACTOR** in the amount of any refund, which **COMPANY** might otherwise be entitled.

b. **COMPANY** shall have the right to defer final settlement with **CONTRACTOR** until **CONTRACTOR** fully complies with all provisions of this Agreement.

25. ENTIRETY:

a. It is expressly understood and agreed between the parties hereto that all agreements between the parties hereto are incorporated in this Agreement and that this Agreement shall be interpreted according to the laws of the State of Kentucky.

b. Any controversy or claim arising out of or relating to this lease of its breach shall settled by attorneys, and judgment may be entered in any court having jurisdiction. Proceedings shall be held in the City of Bowling Green, Kentucky, and any question of law shall be decided in accordance with the laws of the State of Kentucky.

26. GENERAL:

a. It is understood and agreed that **CONTRACTOR** represents **COMPANY** only to the extent authorized by the terms of this Agreement.

27. TERM:

a. Except as hereinafter provided, this agreement shall be in full force and effect from and after the date of execution thereof, and shall be renewed from time to time unless terminated as herein provided.

In Witness thereof, the parties hereto have caused their hands and seals to be affixed hereto this _____ day of _____ 20__.

Attest:

WILD BOHEMIAN CARRIERS, INC.

(CONTRACTOR)

By: _____

By: _____

David S. Tims, President