



Third-Party Hauling Agreement

The following Key Terms and Attachments are subject to the Terms and Conditions that follow. The Key Terms, Attachments and Terms and Conditions together comprise the “ Contract.” By executing these Key Terms, each party consents to and agrees to bound by the attached Terms and Conditions.

KEY TERMS

Company Name: _____ Truck Number: _____

Driver Name: _____ DOT Number: _____

Mailing Address: _____

Primary Phone: _____ Alt Phone: _____

Email: _____

1. Year: _____ Tag Number: _____ Truck Number: _____

VIN: _____

2. Year: _____ Tag Number: _____ Truck Number: _____

VIN: _____

3. Year: _____ Tag Number: _____ Truck Number: _____

VIN: _____

4. Year: _____ Tag Number: _____ Truck Number: _____

VIN: _____

This Contract, when fully executed, does not grant, entitle, or award any work to Hauler. All work shall be described in a Work Order in a form of T. Disney Trucking’s choice (written or digital); which Work Order shall not be binding upon the parties unless and until (1) returned by Contractor AND (2) accepted by Carrier.

Work Orders for the same work may be provided to multiple haulers. T. Disney shall be under no obligation to accept any Work Order regardless of the order in which Work Orders returned by haulers are received by T. Disney.

Upon award of a Work Order, Hauler agrees that the Contract, including the Terms and Conditions attached hereto, as may be amended by T. Disney from time to time, shall govern all aspects of the relationship between T. Disney and Hauler, and performance of the Work Order. In the event of any conflict between the Work Order and the Terms and Conditions, the Work Order shall control.

As prerequisites for T. Disney to consider this Contract with Hauler, in addition to an executed copy of this Contract, including the Terms and Conditions, with each page initialed and dated by Hauler, Hauler must provide the following:

- Driver's License for each driver
- Vehicle Registration for each truck
- Truck Inspection for each truck
- Completed W-9
- Certificate of automobile insurance valid as of the date of this Contract in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate naming T. Disney Trucking, Inc., as an additional insured in the following format:

T. Disney Trucking and Grading, Inc.
6324 US HWY 301 S
Riverview, FL 33578

Proof of Workers' Compensation insurance valid as of the date of this Contract, or, if applicable, a Letter of Exemption.

For purposes of clarity, this Agreement will not be processed by T. Disney or countersigned unless and until all the aforementioned items are presented to T. Disney and T. Disney determines, in its sole and absolute discretion, whether each is satisfactory.

Each of the parties hereto has caused this Contract to be duly executed by a duly authorized representative as of the Effective Date.

Hauler:

T. Disney Trucking and Grading, Inc.:

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THIRD-PARTY HAULING AGREEMENT

Terms and Conditions

This HAULING AGREEMENT (“Agreement”), is made and entered into this ____ day of _____ 20____, by and between T Disney Trucking & Grading, Inc. (“T Disney”) with its principal place of business at 6324 US HWY 301 S, Riverview, FL 33578 and _____ (“Hauler”) with its principal place of business at _____ (hereinafter individually each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, T Disney desires to hire Hauler to perform transportation service for T Disney in accordance with the terms and subject to the conditions of this Agreement; and

WHEREAS, Hauler is a motor carrier pursuant to DOT # _____ and desires to perform transportation service for T Disney through the use of the Equipment in the Key Terms of this Contract, in accordance with the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual agreements and provisions hereinafter set forth, the Parties hereby mutually agree as follows:

AGREEMENT

1. **Term of Agreement.** The term of this Agreement shall be three (3) years, commencing on the date first mentioned above, and shall automatically renew for successive one (1) year periods; provided, however, that either Party may terminate this Agreement on seven (7) days’ written notice to the other Party, with or without cause, or as otherwise provided in this Agreement. Subsequent to any termination, neither Party shall hold itself out to any third party in any manner as being, or having any connection, authorization, or duty with, from or to the other Party. Notwithstanding the foregoing, if any Work Order has not yet been completed as of the effective date of any Termination, the terms and conditions of this Agreement shall continue to control performance until the completion of such Work Order.

2. **Nature of Relationship.** Hauler is an intrastate motor carrier and will provide lawful and responsible transportation service to T Disney under this contract. T Disney will tender Hauler material for transportation. Hauler shall be an independent contractor of T Disney, and shall in no way be construed or determined to be an agent, officer, or employee of T Disney, and in no way does this Agreement constitute a partnership or joint venture. As between the Parties, Hauler shall have the sole and exclusive responsibility for the costs and over the manner in which its employees and/or independent contractor drivers perform the transportation service, including sole responsibility for maintenance of all equipment. Hauler agrees to indemnify, defend, and hold harmless T Disney from any claim, damage, or loss arising out of any potential misclassification of Hauler or any of Hauler’s drivers erroneously being construed or determined to be an agent, officer, or employee of T Disney, including, without limitation, workers compensation claims.

3. **Shipment Volume and Handling.** T Disney agrees to tender freight on an as needed basis to Hauler under the terms and conditions set forth in this Agreement. Nothing provided in this provision restricts Hauler from providing their transportation services for other parties, nor from T Disney tendering freight to other haulers. T Disney shall be responsible to Hauler for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

4. **Work Orders.** All loads tendered by T Disney to Hauler shall be described in a Work Order in either written or digital form, at T Disney's sole discretion. A Work Order shall become binding upon the Parties for the work it contains when it is both returned by the Hauler and accepted by T Disney. T Disney reserves the right to provide Work Orders for the same work to more than one hauler at the same time. Further, T Disney reserves the right to accept Work Orders at its sole discretion, and not based on the order in which they are returned by haulers or received by T Disney.

Hauler acknowledges and agrees that time is of the essence in performing work pursuant to Work Orders and shall insure that its drivers are prompt for all pick-up, delivery, or otherwise schedule times associated with the Work Order. Hauler shall ensure that any individual performing work pursuant to this Agreement provide adequate communication to T Disney regarding Work Orders and shall immediately notify T Disney should any issue or complication arise with the Work Order, including without limitation, problems with cargo or delays. All Work Orders are to be performed under the terms and conditions contained within this Agreement, save that, should a conflict exist between this Agreement and the Work Order, the Work Order shall control.

5. **Sub-Contract Prohibition.** Hauler specifically agrees that all shipments tendered to it by T Disney shall be transported on equipment operated only under the DOT authority and control of Hauler, and that Hauler shall not in any manner sub-contract, broker, or in any other form arrange for any shipment to be transported by a third party without prior written consent from T Disney. Violation of this Section shall be grounds for immediate termination of this Agreement. If Hauler in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to T Disney, T Disney may, in its sole discretion, pay the underlying carrier directly, which payment will relieve T Disney of any and all payment obligations to Hauler with respect to such shipment.

6. **Rates, Charges and Offset.** Rate of pay may be based upon the delivered load (quantity), tons transported (weight), cubic yard (volume), truck or equipment hours on site (time), or other manner as communicated to Hauler by T Disney. Hauler shall fill out a Trip Sheet and or/Ticket for each load and deliver it to T Disney. Trip Sheet and/or Ticket will not be recognized as received by T Disney unless and until it is properly completed, as shown by example in **Attachment A** of this Agreement, and timely submitted to T Disney. Should T Disney determine that the Trip Sheet or Ticket be incorrectly completed, T Disney reserves the right to return the Trip Sheet or Ticket to Hauler for necessary corrections and not to make any payment pursuant to the Trip Sheet or Ticket until such corrections are made and resubmitted to T Disney.

Hauler shall submit each completed Trip Sheet and/or Ticket to T Disney no later than Tuesday of each week for payment on Friday of the following week, unless such Friday is a holiday or T Disney is closed

due to conditions beyond its control, in which case payments shall be sent the next business day. Hauler agrees to retain copies of all Trip Sheets and/or Tickets for its records.

All payments to Hauler shall be made via ACH direct deposit in accordance with the Direct Deposit Authorization form attached to this Agreement as **Addendum A**.

Hauler expressly authorizes T Disney to deduct or offset from any and all amounts due and/or owing to Hauler the amount of any damages or loss caused by Hauler, or occurring while cargo is in Hauler's possession. In the event that hauler disputes any deduction or offset, the Parties agree to negotiate in good faith to attempt to resolve such dispute prior to availing themselves of any other method of resolution available under the terms of this Agreement.

7. **Insurance.** Hauler shall maintain during the term of this Agreement:

- (a) Occupational accident for owner-operators or Workers' Compensation for all employees of owner-operator/fleet drivers (in limits set forth by applicable statute), and
- (b) Automobile liability insurance with limits of liability of not less than \$1,000,000.00 per occurrence with \$1,000,000.00 annual aggregate, which shall be primary to any policy or coverage provided by T Disney.

Hauler will furnish T Disney with a certificate of insurance from a reputable insurance company evidencing such insurance and naming T Disney Trucking & Grading, Inc as an additional insured as outlined in the Key Terms of this Contract. Hauler will request that its insurance company provide thirty (30) days' advance notice to T Disney prior to cancellation of such insurance. T Disney does not waive any right to subrogation it, nor its insurers, may have arising out of service provided pursuant to this Agreement.

Hauler shall specifically indemnify, defend, and hold harmless T Disney from any claim, loss, or damage arising out of Hauler's responsibilities to provide occupational accident and/or workers compensation coverage as required by law.

8. **Cargo Liability.**

(a) Hauler shall be liable to T Disney for loss or damage to lading occurring while it is in Hauler's care, custody, and control, except to the extent such loss or damage is caused by an act of God or a public enemy, a public authority, negligence or willful misconduct on the part of T Disney, or the inherent vice or nature of the lading. Hauler's possession of lading under this Agreement shall begin when Hauler has executed the freight documentation form for such lading and shall terminate upon the lading being tendered for delivery to T Disney's consignee.

(b) Claims for loss or damage to lading must be filed in writing by T Disney within nine (9) months from date of delivery, or scheduled date of delivery for lost lading, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for delivery. Any civil suit or arbitration proceeding stemming from such a claim shall be commenced by T Disney within two (2) years from the date Hauler gives T Disney written notice Hauler is disallowing the claim or any part of it.

(c) The measure of damages for loss of or physical damage to the cargo for which Hauler shall be liable to T Disney shall be the invoice value of the lading, or in the absence of an invoice, wholesale destination value, as well as any special, incidental, or consequential damages relating to the loss, damage, or delay to a shipment.

9. **Indemnification.** Hauler hereby agrees to defend, indemnify, and hold harmless T Disney from and against all direct and/or indirect loss, liability, damages, judgments, delay, expense, cost, including reasonable attorneys' fees, fines, actions and claims for injury to persons (including death) and for damage to property and of any other loss damage, judgments, expense, cost, including reasonable attorneys' fees, which T Disney and/or its customer may incur arising out of or in connection with the operation of the Equipment by Hauler, its employees or independent contractors working for Hauler (collectively "Hauler"), including but not limited to loading, handling, transportation, unloading or delivery of any shipments made hereunder, Hauler's obligations under this Agreement, or any breach by Hauler of the terms of this Agreement. T Disney shall not be liable to the Hauler for any claims, actions, damages due to the acts or omissions of Hauler. This provision shall remain in full force and effect both during and after the Term of this Agreement.

In the event such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable attorneys' fees) are caused by the joint and concurrent negligence of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) shall be borne by each Party in proportion to its degree of fault.

In the event of a claim subject to indemnification, T Disney shall give Hauler prompt written notice thereof. T Disney shall have the sole right to control and conduct the defense and or settlement of claims for any and all Parties to this Agreement. In cases of a conflict of interest, Hauler may pay for and appoint its own legal counsel to participate, but not control, the defense or settlement of any claims under this Agreement.

10. **Notices.** All notices or correspondence arising from or pertaining to this Contract must be in writing and delivered in person, or electronically, or sent by registered or certified mail or nationally or internationally recognized overnight courier, with all fees prepaid. For a notice to be valid, an email copy shall accompany each of the foregoing modes of noticing a Party. Either Party may, at any time, change its mail or delivery address by giving the other Party ten (10) calendar days' prior written notice. The effective date of any written notice delivered or mailed pursuant to this Agreement shall be its date of receipt, if delivered, or the postmark date if mailed. If the receiving Party rejects or otherwise refuses to accept a notice, or if it cannot be delivered because of a change of address for which notice was given, then notice will be deemed given upon that rejection, refusal, or inability to deliver. An email notice shall suffice as notice at such time as the sender receives a receipt acknowledgement or the recipient replies, directly or indirectly, to such notice.

11. **Responsibility for Drivers.** Hauler represents that any Driver performing work will be covered by a valid insurance policy as discussed in Section 7. Hauler shall insure that its Drivers abide by any relevant T Disney safety policies, including those related to substance use. Hauler represents that no Driver performing work under this Agreement has any traffic violation in the last two (2) years, no at-fault accidents in the last two (2) years, and/or no license suspensions or revocations in the last two (2) years.

12. **Breach and Termination.** In the event of the breach of any provisions of this Agreement by Hauler, T Disney shall give notice to Hauler detailing the nature of the Breach. Hauler shall have ten (10) days wherein to cure such breach, unless applicable law necessitates a shorter period. In the absence of such a cure, T Disney retains the right to terminate this Agreement, in whole or in part, and/or any Work Orders currently outstanding with Hauler. T. Disney retains the right to terminate this Agreement without any cure period for the following occurrences:

- (a) A bankruptcy filing, voluntary or involuntary, not promptly opposed by Hauler.
- (b) The appointment of a receiver to administer Hauler's business affairs.
- (c) Forfeiture or Seizure of the Equipment.
- (d) Failure to keep and maintain insurance as required by law and/or under this Agreement.
- (e) Any breach or warranty or representation by Hauler.
- (f) Failure to maintain minimum safety standards under law or this Agreement.
- (g) Other circumstances that, in T Disney's opinion, will make Hauler's ability to adequately perform Work Orders under this Agreement impossible or unlikely.

Should any Work Order be terminated by T Disney hereunder, T Disney retains the right to procure alternative services from another hauler to complete the Work Order. The cost to complete a terminated Work Order in excess of what Hauler would have been paid to complete the Work Order shall be payable by Hauler to T Disney. T Disney may either demand immediate payment or reimbursement by Hauler and/or deduct/offset the cost of such insurance from any amounts due to Hauler under any and all Work Orders.

Upon termination of any Work Order prior its completion, T Disney shall pay Hauler for work completed, less a reasonable reserve for costs and expenses that may be required to complete such Work Order and such cost and expenses are attributable to Hauler, in which event such amounts held in reserve may be applied by T Disney and deducted from amounts due and payable to Hauler. In the event such costs and expenses exceed the amount of the reserve, Hauler shall pay or reimburse such cost and expenses promptly upon receipt from T Disney of a statement of such costs and expenses and an accounting of the application of the reserve to the amount owed.

13. **Successors and Assigns, Other Parties.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either Party without the written consent of the other Party.

14. **Entire Agreement.** This Agreement and the attached Appendices constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed, or implied, with respect to the subject matter hereof.

15. **Amendments.** No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

16. **Severability.** Any term or provision of this Agreement that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or

unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

17. **Waiver.** No waiver of any right, power, or privilege hereunder shall be binding upon any Party unless in writing and signed by or on behalf of the Party against which the waiver is asserted.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

19. **Compliance with Laws and Regulations.** The Parties shall at all times comply with all applicable federal, state, municipal, and provincial laws, rules, and regulations including, but not limited to, the federal and state safety regulations including compliance with the federal Drug and Alcohol Clearinghouse regulations. In the event Hauler, through no fault of its own, is delayed or removed from service by or because of an inspection by any body politic, Hauler shall not be deemed in breach of this Agreement, nor shall it suffer any liability or penalty under the terms of this Agreement.

20. **Maintenance of Equipment** At all times, it shall be Hauler's sole responsibility to maintain the Equipment used to perform the services under this Agreement in good condition and functional working order so as to perform the tasks required. Hauler shall bear the expense and responsibility of obtaining any and all necessary licenses and permits for the Equipment, and for any and all taxes, fees, or fines associated with the use of the Equipment. Hauler represents and warrants that all Equipment is in good working order to perform the work required hereunder and is in compliance with any applicable federal, state, or municipal laws and regulations.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, venue in Hillsborough County, or at the sole option of T Disney, in any other court in which Hauler shall initial legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

22. **Attorneys' Fees.** In the event any litigation is instituted for the purpose of enforcing any provision of this Agreement, the prevailing party, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees at the trial level and in connection with all appellate proceedings.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized officer effective as of the date first above written.

Hauler:
BY: _____
Print Name: _____
Title: _____
Date: _____

T. Disney Trucking and Grading, Inc.:
BY: _____
Print Name: _____
Title: _____
Date: _____



Addendum A

Vendor ACH Deposit Form

Please complete the information below:

Address _____

Phone# _____

City, State, Zip _____

Email _____

Account Type: Checking

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

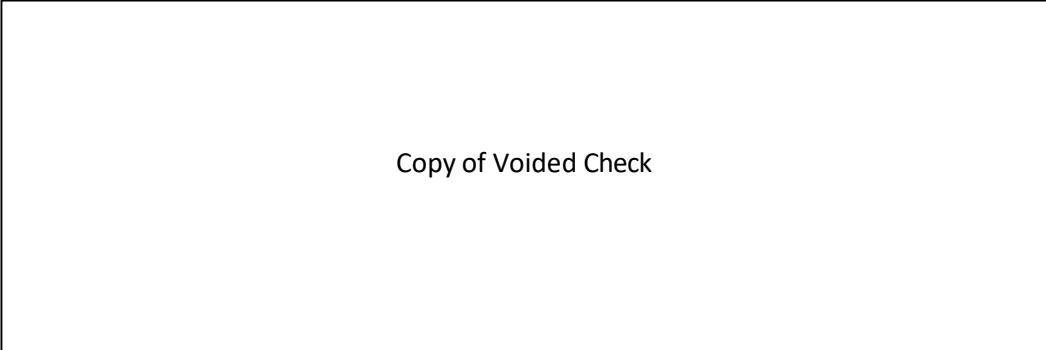
Bank City/State _____



By signing below, you understand and acknowledge that, to the extent permitted by law, T. Disney Trucking & Grading, Inc. ("Company"), in its sole discretion, reserves the right to cancel, amend, or revoke any ach payment ("Payment") and, in the event a Payment is issued to you in error, in an incorrect amount, for services not rendered by you, or for incomplete or incorrect services performed by you, to reverse the any or all of the Payment(s) and debit your account in the applicable amount. Prior to reversal, the Company will make reasonable efforts to communicate with you and provide a written explanation for sums due. You will be given a reasonable opportunity to respond and rectify the situation before any reversal takes place. In situations where, in Company's sole discretion, the reversal is required to be made immediately due to suspected fraudulent activities, legal obligations, or your non-responsiveness. the Company may initiate the reversal without prior notice but shall provide subsequent communication and explanation to the recipient. You agree not to hold the Company liable for any losses, damages, or claims arising or resulting from the exercise of the Company's right to cancel, amend, revoke, or reverse a Payment.

SIGNATURE _____

DATE _____



Attachment A

Pay To: Sample Trucking Company, Inc.
Truck Number: 1234
Week Ending: 12/11/2020

Mail To:
 T. Disney Trucking
 PO Box 89459
 Tampa, FL 33689



Date	Customer Name	Hauled From	Hauled To	Ticket Number	Quantity	Rate
11/30/20	ABC Construction	Vulcan	123 Elm Street	898536	21.36	5.00
12/01/20	ABC Construction	Cemex	985 Sample Road	56898	22.16	8.50
Total Due:						

All Trip Sheets and Tickets must be received by Tuesday (12:00pm) to be paid the following Friday. Thank you!

Initial _____