



www.ritewayts.com

Toll Free: 866-606-6148 * Fax: 888-678-6040

Email: contact@ritewayts.com

Dear Contractor:

Thank you for your interest in becoming a contractor for Rite-Way Transportation Services. Rite-Way is a provider of Permit and Pilot Car services in the Oversize/Overweight heavy haul industry. We strive to provide exceptional services and use only the best pilot car companies in the industry.

All pilot car drivers are required to be certified and insured (where necessary), and carry all of the required equipment needed to ensure that the loads they are escorting can move without costly delays. As a pilot car hired by Rite-Way, there are some requirements that need to be met and agreed upon BEFORE going out on a job:

- Rates: Contractor agrees to Rite-Way's Rate schedule. All pilot cars will be compensated for their work at the advertised rates MINUS 10% broker fee.
- Prior to movement: All pilot cars hired by Rite-Way are REQUIRED to verify all load dimensions and verify that the proper permits have been obtained.
- During movement: All pilot car drivers are to maintain contact with the load driver and inform him/her of any obstacles, obstructions, etc. that may be encountered.
- Completion of movement: pilot car drivers are required to complete the appropriate Rite-Way Trip Sheet including all signatures and return to us promptly. No pilot car driver shall take payment directly from the driver.
- Payments to the pilot car driver will be issued DIRECTLY from Rite-Way Transportation Services within 2 weeks of RECEIPT of your completed paperwork

By submitting the enclosed paperwork you, as a contractor agree to these terms.

Thank you for your interest in Rite-Way Transportation Services. We look forward to working with you.

Sincerely,
Rite-Way Transportation Services LLC



ESCORT INFORMATION FORM

Escort Name: []

DBA: []

Address: []

City: [] State: [] Zip: []

Home Phone: [] Cell Phone: []

Fax: [] EMAIL: []

Certifications (check all that apply):

NC [] NY [] VA [] FL [] UT [] KS [] WA []

Combined Liability Insurance :

\$500,000 [] \$1,000,000 [] Other: []

Years Escorting: []

GPS capability : YES [] NO []

High Pole capability: YES [] NO [] Years as High Pole: []

Route Surveys: YES [] NO []

-----FOR OFFICE USE ONLY-----

Reviewed By: [] Received Date: []

Insurance on file? YES [] NO [] Workers Comp. on file: YES [] NO []

W-9 on file? YES [] NO [] Certifications on file? YES [] NO []



This Independent Contractor Agreement, including its appendices, addenda, exhibits or schedules (together, the "Agreement") is dated this day of _____, 20____, (the "effective date") by and between _____, (collectively and individually referred to as the "Company") on one hand and on the other _____, having its principal place of business at _____ (the "Contractor"). Contractor includes any other independent contractors, subcontractors, or entities contracted by the above named Contractor which perform any of the services under this agreement.

The Company is engaged in the trucking business and desires to retain the services of Contractor to perform escort services upon the terms and conditions set forth below. Accordingly, the parties agree as follows:

1. Independent Contractor Relationship

The relationship between Contractor and Company shall be that of an independent contractor status and not an employer/employee or principal/agent relationship. Neither the Contractor nor its drivers are to be considered employees or agents of the Company under any circumstances, or for any purpose, including, but not limited to, federal or state taxes. Contractor will file all tax forms required of an independent contractor on behalf of Contractor and its drivers. Neither party is the agent of the other nor shall neither party have the right to bind the other by contract or otherwise, except as specifically provided herein. This provision shall also apply to the relationship between the Company, and it is expressly understood and agreed that the Company and Contractor are separate and independent entities and not employer/employee, principal/agent or joint employers.

Contractor shall have complete control over the means and method of providing services required to be performed hereunder, and shall comply with applicable state or federal laws and regulations as well as all requirements of Company or any customer of Company. Company will not exercise direct or implied authority or control over Contractor in the Contractor's work nor shall it have supervisor power over the procedures utilized by Contractor or its drivers.

2. Duration of Agreement

The initial term of this Agreement shall be for 12 months from its effective date and shall automatically renew for successive 12 month terms. Notwithstanding the foregoing, either party may terminate this Agreement for default or for convenience as permitted in Paragraph 8 of this Agreement.

3. Availability of Service

During the term of this Agreement, Contractor shall devote such amount of his time and best efforts as are required to perform the escort services contemplated in this Agreement. Contractor shall exercise all diligent efforts to conduct its operations under this Agreement so as to assure the continued satisfaction of Company and Company' customers. This Agreement does not obligate Contractor to accept for escort every load or trip offered by Company to Contractor.

4. Obligations of Contractor

A. Taxes and Licenses. Contractor shall pay all self-employment taxes, estimated taxes, workers compensation, disability, social security taxes and other taxes, whether local, state or federal, that may be required by applicable federal, state or local law. Contractor shall be responsible for the payment of all required city and county occupational license fees, permits, fuel, tolls, equipment expenses, and any and all other costs necessary or appropriate in connection with its performance of services pursuant to this Agreement, excepting only those expense items listed on Appendix A hereto, including actual costs of highway permits and tolls incurred and paid as a direct result of providing escort services for the Company, which will be reimbursed, provided that valid receipts are submitted with Contractor's invoice and routes for tolls requested are listed on the state permit. Contractor is responsible for all operating expenses of their equipment, including all expenses of fuel, oil, maintenance and repairs to equipment, vehicle insurance, and personal expenses while on the road.

B. Insurance Requirements. At all times during the term of this Agreement, Contractor (Contractor includes any other independent contractors, subcontractors, or entities contracted by the above named Contractor which perform any of the services under this agreement) shall maintain the following insurance of the types and in the amount described below:

Liability Insurance. Commercial Automobile Liability insurance State(s) travelled in requires, for each occurrence with respect to all vehicles owned, leased, hired or assigned by Contractor to escort shipments on behalf of Company.

Waiver of Subrogation. Contractor waives all rights against Company and its agents, officers, directors, and employees for recovery of damages to the extent such damages are covered by the auto liability or commercial liability insurance obtained by Contractor pursuant to this provision or under any other insurance coverage available through Contractor.

Proof of Insurance. Contractor shall furnish to Company written certificates along with all copies of endorsements on all policies required under this Agreement. The certificates shall specify the name of the insurance carrier, the policy number and the expiration date. Further Contractor shall give written notice of cancellation or modification of any policy to Company at least thirty (30) days prior to such cancellation or modification.

Failure to Maintain Coverage. In the event that Contractor fails to provide satisfactory proof of the liability insurance required in sub-paragraph (1) herein on or before the date of first service performed by Contractor, Company may terminate agreement.

C. Compliance with Pertinent Laws and Company's Requirements. At all times during the term of this Agreement, Contractor agrees to maintain compliance with the following laws and requirements related to the services contemplated in this Agreement as well as all state requirements:

(1) Contractor shall provide competent drivers who meet all of the requirements of the U.S. Department of Transportation who possess a valid driver's license from their state of residence, and have received escort training certification per state as traveled in requirements. Contractor shall provide copies of all drivers' licenses and certifications to Company.

(2) All escort vehicles shall be well maintained and in compliance with all federal, state and local laws or regulations.

(3) To promote safe operations, any escort vehicle used by Contractor in providing services under this Agreement shall be equipped with appropriate emergency equipment. Appropriate replacement equipment, and replace lost or broken or worn out equipment immediately.

(4) Contractor or its employees or agents shall review the routes to be traveled prior to departing on any shipment. Contractor agrees that the lead escort will maintain a safe speed at all times and run at driver's requested distance in front of the truck that it is escorting. The parties agree that communications between the drivers during the shipment will occur through the use of the CB Radio, preferably on a low traffic channel. The driver of the escort service vehicle shall discuss the manner in which the vehicles will negotiate intersections, on and off ramps, slowdowns and other road hazards.

5. **Indemnification/Hold-Harmless Agreement**

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless Company and any and all motor carriers for whom Company are providing transportation services from any and all claims, judgments, costs, expenses and losses (including attorneys' fees) by reason of any claim of damage or injury to person (including death) or property, including but not limited to damage or injury sustained by Company, its employees, operators, contractors or customers, caused in whole or in part by the negligence, breach of contract, breach of warranty, or other fault or default on the part of Contractor or its employees or agents in the performance of, or pursuant to, its work under this Agreement.

6. **Contractor's Compliance with Law**

Contractor agrees to comply with all federal, state and local laws regarding the provision of all services contemplated under this Agreement, and further agrees to indemnify and hold Company harmless from any and all liability that may be incurred by Contractor or its agents for failure to comply with such laws.

7. **Compensation**

It is expressly understood and agreed that Contractor's compensation shall be set forth in Appendix A unless agreed upon in writing prior to a specific job and such compensation shall constitute the total compensation for everything furnished by Contractor in connection with this Agreement, including driver services. Within three (3) business days of the completion of each escort shipment, Contractor shall submit to Company, via fax, email or regular mail, an invoice for payment, which invoice must show a breakdown of all charges. Contractor's invoice must contain the company order number, as well as the point of origin, destination and odometer readings by the escort vehicle. Contractor will not be covered by any fringe benefit program provided by Company to its employees.

Company shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed to in writing. Company may deduct from Contractor's compensation any expense that Contractor is obligated to pay pursuant to this Agreement.

8. Termination

This Agreement may be terminated in accordance with the following provisions:

A. Termination for Cause. With reasonable cause, either party may terminate this Agreement immediately upon the giving of written notice of termination to the other party. Reasonable cause shall include:

- (1) Willful failure of Company to make timely payment of compensation due Contractor under this Agreement;
- (2) Material breach of this Agreement by either party;
- (3) Failure of Contractor to provide the certificates evidencing insurance coverage or to make payment of all taxes, licenses and fees as required by this Agreement; or
- (4) Failure of Contractor to provide proper and adequate services in the performance of its work under this Agreement.

B. Termination Without Cause. Without cause, either party may terminate this Agreement after giving immediate notice.

C. Continued Obligations. Termination of this Agreement for any reason shall not release either party from any liability or obligation existing or accrued, at or prior to such termination, nor shall it preclude either party from exercising any rights or remedies it may have under the law or equity to enforce such obligations.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

COMPANY

Signature: _____
Print Name: _____
Title: _____
Address: _____

Telephone #: _____
Fax #: _____
Federal I.D. #: _____
E-Mail Address: _____

CONTRACTOR

Signature: _____
Print Name: _____
Title: _____
Address: _____

Telephone #: _____
Fax #: _____



APPENDIX A

ESCORT RATES

Standard Lead or Chase (per mile)	\$1.60
Minimum Charge	\$250.00
Day Rate	\$450.00
Standard High Pole (per mile)	\$1.70
Minimum Charge	\$350.00
Day Rate	\$550.00
Super Load Lead or Chase (per mile) (equal to or greater than 16' wide or 16' high or 150' long or 150,000 lbs)	\$1.70
Day Rate	\$550.00
Super Load High Pole (per mile) (equal to or greater than 16' wide or 16' high or 150' long or 150,000 lbs)	\$1.85
Day Rate	\$600.00
Night Moves (Sunset to Sunrise)	add 10%
Overnights	\$75.00
Layovers (per day) Plus Overnights	\$180.00
Down Time, Detention or Traffic Control Per Hour (first 2 hours free)	\$25.00
Dead Head per mile after the first 100 miles (No charge if loaded miles exceed Dead head Miles)	\$0.80
No Go's (escort ordered but not used) (must be cancelled by 5:00 pm Eastern Time)	\$225.00
Tolls	Actual

SUPER LOADS NOT EXCEEDING 250 MILES PER DAY WILL BE BILLED AT THE DAY RATE

ROUTE SURVEY RATES

Standard (per mile)	\$1.60
Minimum Charge	\$250.00
High Pole(per mile)	\$2.00
Minimum Charge	\$350.00
Dead Head (port to port)	\$0.80
Tolls	Actual

Broker fee of 10% will be deducted from LOADED rates only.

CONTRACTOR

SIGNATURE: _____ **PRINT NAME:** _____



**ROUTE SURVEY INDEMNITY ADDENDUM.
TO INDEPENDENT CONTRACTOR AGREEMENT**

This Route Survey Indemnity Addendum to the Independent Contractor Agreement heretofore entered into between the parties (this "**Addendum**") is dated this day of _____, 20____, (the "effective date") by and between _____, (collectively and individually referred to as the "Company) on one hand and on the other _____, having its principal place of business at _____ (the "Contractor").

WHEREAS, the parties hereto have entered into a Independent Contractor Agreement, (the "**Agreement**") establishing terms by which Contractor will provide escort services to the Company.

WHEREAS, Contractor desires to provide route survey services to the Company in connection with its escort services;

NOW, THEREFORE, in consideration of the promises and the covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Contractor agrees to indemnify and hold harmless the Company from and against any and all claims, judgments, costs, damages, repairs, expenses and losses (including reasonable attorney's fees) arising out of or relating to any damage or injury to person (including death) or property, including, but not limited to, economic losses and claims asserted by the Company's customers, shippers, consignees or other third parties or by any federal, state or local government and/or their respective agencies against the Company, resulting from, in whole or in part, any route survey services undertaken by the Contractor for the Company.

The terms and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Addendum the date and year first written above.

COMPANY

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR

Signature: _____

Print Name: _____

Title: _____