



Owner Operator Checklist

1. Owner's Name: _____ Driver's Name : (if different) _____
2. Color of Truck: _____
3. Circle the letter that best describes your situation and enclose the truck documents indicated in the corresponding list. We will not be able to process your lease without these documents.
 - a. I need a base plate through RoadMasters Power Transport and my truck is titled in Texas. (Provide items in List A)
 - b. I need a base plate through RoadMasters Power Transport and my truck is NOT titled in Texas. (Provide items in List B)

Check items enclosed	Item	List A	List B
	Copy of the front of the title*	X	X
	Copy of the back of the truck title		X
	Scale ticket on truck only		X
	DOT inspection for truck	X	X
	Copy of the front of trailer title**	X	X
	Trailer registration	X	X
	DOT inspection trailer	X	X
Leased Trailer			

*Note 1: We can accept a Title Application Receipt if State or Lender is carrying title.

Note 2: We can accept a bill of sale on trailer that matches **current trailer registration.

***Note 3: Leased Roadmasters Power owned trailers are not applicable to the trailer doc requirements.

	Year	Make	Vin	Tire Size
TRUCK				
TRAILER				

Type of Trailer: _____



Profile Information

[Owner Information- Pay To Profile]

Name [First, Middle, Last]: _____ Phone 1: _____

Company Name: _____ Phone 2: _____

Address: _____ Phone 3: _____

City, State: _____ Zip: _____

Country: _____

Tax ID #: _____ ID Type: Social Security or Federal ID

Date of Birth: _____ DL # : _____ DL State: _____

(Please circle one)

Allow advances to driver: Yes or No

Email: _____

[Driver Information - Driver Profile]

Tractor Number (office use only): _____

Name [F, M, L]: _____

Address: _____

City, State: _____ Zip: _____

Country: _____

Social Security #: _____

Date of Birth: _____ DL # : _____ DL State: _____

[Contact]

Current: _____ Voice Mail #: _____

Home: _____ Emergency #: _____

Other: _____ Emergency Contact Name: _____

Email: _____



[Truck Information- Tractor Profile]

Pay To (office use only): _____

Driver ID (office use only): _____

[Tractor]

Year / Make / Model: _____ VIN #: _____

Axles: _____ Bmpr/Cab back: _____ Company: Power

Bmpr/Steer: _____ Front Axle Spc: _____ Email Settlements: _____

Steer /Driver1: _____ Rear Axle Spc: _____ Terminal: _____

Driver1 / Driver 2: _____ Fifth Wheel Travel: _____ Contract LH % Rate: _____

Driver2/ Rear: _____ Fifth Wheel Height: _____ Financed by RDM: _____

Wheel Base: _____ Tare: _____ Truck Type: _____

Cab/Axle: _____ Total Tare Weight: _____

License #: _____ Annual Inspection Date: _____ Gross Weight: _____

[Purchase Information]

Purchase Date: _____

Classification: New, Used, Leased, Rental

Original Purchase Cost: _____

(Please circle one)

Original Miles: _____

Odometer today: _____

Do you own or lease ? Own, Lease

Color: _____

Tire Size: _____

Warranty: _____

Assigned Trailer: _____



[Trailer Information- Trailer Profile]

Pay To (office use only): _____
Company ID (office use only): _____

[Purchase Information]

Purchase Date: _____ Classification: New, Used, Leased, Rental
Original Purchase Cost: _____ (Please circle one)
VIN #: _____
Email: _____

[Trailer]

Year / Make / Model: _____

Axles: _____ Gross: _____ Company: Power
Height: _____ Nose/KP: _____ Terminal: _____
Weight: _____ KPin/Axle1: _____ Equipment: _____
Tare: _____ Axle1/Axle2: _____ Financed by RDM: _____
HPG: _____ Axle2/Axles3: _____ Rental Group (office use only): _____
Width: _____ Axle3/Axle4: _____
Length: _____ Axle4/Axle5: _____
Last Axle /Rear: _____
Annual Inspection Date: _____
License #: _____ License State: _____

Truck ID Assigned: _____

----- Office Use Only-----

Driver ID _____ Terminal _____ Truck _____ Trailer _____



Deduction Information

Occupational Accident (if applicable) (Workers Comp may apply to you if the owner of more than 1 truck)	\$40.38 / week
\$1,000 Escrow / Bond Account (deducted weekly until reaches \$1,000)	\$100.00 / week
Trailer Lease (if applicable) (see Tag/Trailer Addendum)	\$_____ / week
Maintenance Account Fund (optional)	\$_____ / _____
Comdata Charges (see attached)	As Used

Tags, Taxes & Legalization see below options -

This deduction type includes the following items: Texas Apportioned Plate, Georgia Amber Light, Kentucky KYU Tax, Nevada Amber Light Permit, New York Hut, New Mexico Weight/Distance Usage Permit and Oregon Weight/Distance Usage Permit.

Please clearly check your Tags, Taxes & Legalization choice below:

38,000 Tags Finance Options: \$18.48 / week \$810.00 Paid in Full by 30 Days of Lease
Date
Single Tandem Axle "Pick-ups" Only

Has Own Tags, Legalization Only: \$185.00 one-time annually
Applies to all trucks running own tags. Covers New York Hut, New Mexico Weight/Distance Usage Permit, Oregon Weight/Distance Usage Permit and Kentucky Weight/Distance Usage Permit.

I acknowledge and agree to the withholding of the above deductions from all settlements as applicable.

Signature of Contractor: _____ Date: _____



Authorization to Release Information

I, _____, authorize RoadMasters Power Transport, LLC to speak or release records to the following person(s) on my behalf regarding the lease of the below tractor. Authorization includes the release of any and all information regarding the operation or business in which the tractor carries out. This information may include but is not limited to contractor settlement pay and withholdings, garnishments, emergency information, or other information directly related to the tractor operations.

1. _____ Relationship _____
2. _____ Relationship _____
3. _____ Relationship _____
4. _____ Relationship _____

If you wish to grant the RoadMasters dispatching agency the above authorization please initial here: _____
(Granting this authorization will allow the agency to receive your settlement sheets for review as needed)

Tractor Number: _____

Signed: _____

Printed: _____

Date: _____



AUTHORIZATION TO DEDUCT

Carrier may advance monies to the Contractor or Contractor's agent may pay for items which are the Contractor's responsibility under this contract. Where Contractor has secured an advance payment of any kind from Carrier, or if there shall be any amount due Carrier from Contractor or Contractor's agents, including but not limited to such items as operational expenses, tractor or trailer parts or maintenance, telecommunication services or equipment, document courier services, physical examination for any other costs incurred to meet DOT compliance requirements, any errors or overpayment, license, permits, equipment title and registration related fees, preloading charges, spotting charges, transfer charges, fees or any other costs or expenses incurred by the Carrier on behalf of the Contractor. Carrier shall have a lien against monies owed to the Contractor and is authorized to deduct immediately from any settlement and escrow accounts, or other monies due or becoming due to Contractor, the Contractor will immediately pay to Carrier upon demand all sums remaining due.

ESCROW /BOND ACCOUNT

Roadmasters Power Transport, LLC is authorized to deduct \$100.00 per week for each tractor until the escrow account reaches \$1,000.00 for each tractor under the agreement with RoadMasters. Contractor will be furnished an accounting of the escrow account upon request.

This escrow/ bond account is to guarantee performance of the agreement with RoadMasters, and will be paid to Contractor within 45 days of termination of this agreement, provided all obligations under the agreement have been satisfied, and door signs, license, permits, and all outstanding bills of lading, proof of delivery, maintenance reports, daily logs, Hours of Service Guide, Load Securement Calculator, DOT Safety Book, and any other RoadMasters property have been turned into RoadMasters corporate office.

ADVANCE FEES

RoadMasters Power Transport, LLC is authorized to deduct from revenue settlements \$5.00 for each advance for each tractor under Agreement with Roadmasters. This fee is in addition to transaction fees charged by Comdata.

My signature indicates I have read and understand the information above.

ROADMASTERS POWER TRANSPORT, LLC

CONTRACTOR

Signed _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____



Company Policy

Unauthorized Passengers

Original Issued Date: August 08, 1997

Revised: July 19, 2012

Passengers under 21 years of age are strictly prohibited from riding in any equipment leased to RoadMasters Power Transport, LLC.

No children, we cannot be more adamant – NO CHILDREN!

Failure to comply with RoadMasters Unauthorized Passenger Policy can and will result in disciplinary actions up to and including separation or De-Lease.

RoadMasters will agree to issue a waiver to domestic partners, training riders or needed helpers; however, the waiver must be signed and dated before the passenger is allowed in the equipment. We also require a copy of the passenger's driver license or state ID.

Signature of Contractor: _____ Signature of Carrier Rep: _____

Printed: _____ Printed: _____

Date: _____ Date: _____



Release & Hold Harmless Agreement

Date _____ Tractor Number: _____

In consideration of RoadMasters Power Transport, LLC, (hereafter "Carrier") consenting to

_____ (hereafter "Passenger")

Passenger's Printed Name

Accompanying _____ (hereafter "Contractor"),

Contractor's Printed Name

who is a Contractor for the Carrier, in a truck to be operated by a contractor on a regularly dispatched delivery, and/or Passenger agree that the carrier will not be liable for the injury or death of the passenger, nor for the loss of his/her personal property at any time arising out of his/her presence on such a trip.

Both Contractor and Passenger hereby release the Carrier from any and all claims or causes of action which may hereafter accrue to either Contractor or Passenger as a result of the Passenger's injury, death or other mishap while traveling on such a trip.

Passenger agrees that he/she will at no time drive or in any manner operate the truck leased to the Carrier.

In addition, both Passenger and Contractor agree to defend and hold harmless the Carrier from and against any and all claims, actions, causes of actions, rights, costs, losses, expenses or demands of any nature which may hereafter be brought against the Carrier by any third party arising and shall be binding upon the executors, administrators and heirs of both Passenger and Contractor.

A COPY OF THE PASSAGER'S PHOTO ID MUST BE SUBMITTED

Signature of Passenger: _____ Witness to Passenger Signature: _____

Signature of Contractor: _____ Witness to Contractor's Signature: _____



HotShot Contractor Agreement

This agreement entered into on _____/revised on _____ by and between RoadMasters Power Transport, LLC of Athens, TX (Carrier) and _____ of _____ (Contractor).

WHEREAS, Carrier is a contract carrier by motor vehicle holding authority from the Federal Motor Carrier Administration (formerly Interstate Commerce Commission) under Certificate No 568661 and various subs thereof and engaged in the business of transporting certain commodities for various shippers; and

WHEREAS, Contractor is the owner of certain motor vehicle equipment which is particularly described in Appendix A and engaged in the business of hauling commodities by motor vehicle pursuant to contracts with contract or common carriers; and

WHEREAS, Carrier desires to enter into an Agreement with Contractor for the hauling of certain commodities which are within its certified authority and Contractor desires to enter into Agreement with Carrier for the hauling of such commodities with the motor vehicle described in Appendix A; and

WHEREAS, Carrier and Contractor deem it essential to their respective interests to establish and maintain an Independent Contractor relationship in the execution and performance of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual promises herein contained, the Carrier and Contractor agree as follows:

1. The Contractor, after advising Carrier of the availability of equipment described in Appendix A, shall haul such commodities as may be provided by Carrier from time to time and accepted by Contractor. In hauling such commodities, the Contractor shall utilize only the equipment which is more particularly described in Appendix A. Contractor shall haul such commodities in accordance with applicable laws and governmental regulations, tariffs, and bills of lading and without damage to commodities being hauled. In tendering commodities to Contractor, the carrier shall observe the principle of first in – first out for available equipment on a rotating basis.

2. The Carrier shall pay the Contractor 75% of the Line Haul if pulling his/her own trailer. If the contractor is pulling a company trailer, he or she will still be paid 75% of the line haul but the company will deduct \$ 150.00 per week for trailer rental.

3. Carrier will pay contractor 100% of accessorial items (deadhead, detention time). Fuel Surcharge, which will be paid 100% (if shipper is paying Fuel Surcharge.)
4. The Contractor is eligible for up to 40% of the line haul for a fuel advance once he/she is assigned to the load. The term line haul is defined as the revenue obtained by the Carrier from the shipper, consignee, trip lease, or interchange carrier for the transportation of commodities hauled by the Contractor. Contractor shall not be paid any part of the charges for special permits, escort, applicable surcharges, and other such charges. Carrier will furnish Contractor freight bill information at the time of settlement. Contractor may examine tariffs regarding the shipment at any reasonable time in Athens, Texas.
5. The Carrier shall make revenue settlements on a weekly basis, provided all required paperwork is at the corporate office in Athens, TX. (via Transflo Express, Mobile or Now) by Comdata card with proof of delivery or if elected by Contractor an accounts payable check; provided, however, that the Carrier may withhold revenue for any trip until all required documents for the trip are submitted by the Contractor to the Carrier, which may include driver daily logs, fully executed delivery receipt and detention report, bill of lading or shippers manifest, original government bill of lading, certified check for C.O.D. shipments, fully executed trip lease paperwork, certified scale tickets, and other documents required by customers; provided, further, that the Carrier may deduct from any revenue owing the Contractor all or any part of any amount for which the Contractor is then indebted under this Agreement to the Carrier. If the Contractor is a partnership, each partner hereby holds the Carrier harmless as to disbursement of settlements and/or partial settlements made to either or all partners.
6. During the existence of this Agreement, the Carrier shall exert every reasonable effort to tender the Contractor a substantial volume of commodities for hauling as is possible and the Contractor shall utilize the equipment described in Appendix A for hauling commodities tendered by Carrier. In order to meet the Carrier's obligations to the shipper and consignee, and in order for the carrier to fulfill its obligations under this paragraph, the Contractor shall advise the Carrier of the progress of the haul at such intervals as the Carrier shall reasonably request; provided, however, the Carrier shall not request progress calls so as to interfere with or violate the contractor's right to select routes, manage his haulage business, or his right in general to exercise the discretion and judgment of an Independent Contractor in the performance and exercise of Contractor's right to control the means and methods of meeting Contractor's obligation under this Agreement. The Carrier shall not request progress calls more frequently than twice in a 24 hour period except in emergency situations. Progress calls must be done by 10:00 A.M and 5:00 P.M. each day. The Contractor shall advise the Carrier by telephone upon loading and delivery to verify information related to legal transportation of the cargo. Contractor shall immediately advise Carrier of any fact which will prevent Contractor from performing any hauling services in accordance with the terms applicable to the particular movement, and the Contractor shall reimburse the Carrier directly or out of Contractor's settlement account for any out-of-pocket expense or cost incurred due to Contractor's failure to timely advise the Carrier.
7. The Contractor (and his employees, agents or servants) shall, in performance of the Agreement, at all times comply with rules and regulations of Interstate Commerce Commission, the Federal Department of Transportation and of the State and provincial regulatory authorities having jurisdiction. The Contractor shall not permit any driver to operate the equipment described in Appendix A unless the driver possesses, at all times while so doing, the qualifications required by the Federal Motor Carrier Department of Transportation **and** the approval of RoadMasters Power Transport, LLC. Proof of the possession of such qualifications shall be submitted by the Contractor to the Carrier. The equipment shall be operated and

maintained by contractor (and his employees, agents or servants) in accordance with regulations of Federal Department of Transportation, and information and documents required by such regulations furnished to Carrier. The Carrier shall not request Contractor to perform any act of maintenance, operation or safety which is not within the requirements and provisions of the aforesaid governmental rules and regulations. Carrier shall advise Contractor of the specific governmental rule or regulation upon which any request for maintenance, operations or safety is based.

8. The Contractor shall pay all costs and expenses related to the Contractor's performance of this Agreement, including all operating and maintenance costs of the equipment described in Appendix A, such as wages of drivers, payroll taxes, fuel, tires, vehicle license and pro-rate fees, Federal and State use taxes, mileage taxes, fuel taxes, special permits other than overweight or over-dimensional, gross revenue taxes, third structure taxes, road taxes and tolls, equipment use fees or taxes, equipment ad valorem taxes, and any other tax, fine, or fee imposed or assessed against the equipment, cargo, or the Carrier by any state as a result of an act or omission by the Contractor in the performance of this Agreement; provided, however, that the Carrier shall pay all yearly fees imposed or assessed by any state for the filing of the authorities held by the Carrier. Contractor shall also pay for tarping costs, expenses relating to securing of the commodity, ferry and tunnel charges, empty mileage costs, and accessorial services not herein assumed by the Carrier. Carrier shall have the right to deduct any amount paid by Carrier or for which Carrier has incurred a liability for any of the costs and expenses provided in this paragraph from revenue at any time or times owing by Carrier to Contractor. Contractor is not required to purchase or rent any products, equipment, or services from Carrier at any time.

9. Carrier shall not be liable in any way for any damage that may occur to equipment of Contractor used in performance of this Agreement.

10. Contractor shall reimburse Carrier up to \$1,000.00 for each accident, cargo, or other loss incurred as a result of any act or omission of the Contractor, or the Contractor's employees, agents or servants of the Contractor. Contractor shall reimburse Carrier \$2500.00 for each accident, cargo or other loss resulting in top structure damage. (Such as but not limited to hitting a bridge) Carrier will provide Contractor with written explanation for these amounts deducted from revenue settlements. Contractor shall hold the Carrier harmless from any loss or damage incurred by Contractor as a result of the operation, maintenance or use of the vehicles described in Appendix A hereof when the operation, maintenance or use of said vehicle is not related to the performance of this Agreement.

11. If equipment is furnished by the Carrier, to the Contractor for the Contractor to use in the performance of this Agreement, the Contractor shall return such equipment to the Carrier in the same condition as when received by the Contractor, reasonable wear and tear expected. Contractor will pay all costs and expenses (including reasonable attorney fees) incurred by Carrier upon discharge of Contractor and the return of such equipment. This includes but is not limited to the equipment listed in Appendix B.

12. If, in the opinion of the Carrier, Contractor has breached this Agreement in such a manner as to subject Carrier to liability of the shipper, consignee, or a governmental authority, the Carrier may take possession of the commodities being hauled by the Contractor and complete the shipment. Contractor shall reimburse Carrier for any costs, expenses or damages (including reasonable attorney fees) incurred by the Carrier as a result of the Carrier taking possession of the commodities and completing the shipment, including, but not limited to, costs of re-handling and transferring the commodities, hauling expenses and damages paid to the shipper or consignee.

13. The Contractor retains and at all times shall have the right to control the means and methods of Contractor's performances of this Agreement, the parties expressly recognizing that the observance of governmental laws and regulations by both parties does not infringe on such right to control. Without limiting the foregoing, the parties acknowledge the following:

- a. The Contractor shall direct in all respects, the management and maintenance of the equipment used in performance of this Agreement, which direction shall include selection of drivers, helpers, routes, periods of availability and places of repair, stopping, maintenance and purchase of fuel, equipment, parts and accessories.
- b. The Contractor shall be solely responsible for the direction and management of the employees, agents, and servants of the Contractor, including selecting, hiring, firing, training, supervising, directing, setting wages, hours, performance standards, attendance requirements, and working conditions, paying and adjusting grievances of the employees, agents and servants of the Contractor. Carrier shall not request the Contractor to discontinue the use of any particular employee, agent or servant of Contractor in the performance of Contractor's obligations under this Agreement, except for substantial violations or breaches of applicable laws or governmental regulations, sexual harassment, other unacceptable conduct in dealing with customers, agents or others.
- c. The Contractor shall have sole direction of the means and manner of hauling, the pickup, the loading, the unloading and delivery of the commodities.
- d. Neither party shall discriminate against the employees, agents, or servants of the other because of race, color, sex, religion, age, ancestral national origin, or business, political or social affiliations.

14. The Carrier shall not be responsible for wages and expenses of the Contractor to Contractor's employees, agents, and servants nor for social security, unemployment or other payroll taxes of the Contractor for Contractor's employees, agents and servants. Upon request by the Carrier, Contractor shall furnish proof as to proper withholding and payment to the governmental office in charge and shall also furnish proof of filing, reporting and payment of any Federal, State, or other income tax and employment tax as may be legally due such body.

- a. Contractor shall hold Carrier harmless from and shall reimburse Carrier for any liability or loss (including reasonable attorney fees) arising from the relationship between the Contractor and any of the Contractor's employees, agents and servants or arising from Contractor's utilization of the services of any person in the performance of Contractor's obligations under this Agreement, whether under industrial accident laws, workmen's compensation laws or any other State or Federal law applicable to employees and employers or to the utilization and payment of such services by the Contractor.
- b. Contractor recognizes that, as an Independent Contractor, Contractor is not covered by any Workmen's Compensation Insurance of the Carrier. Further, Contractor expressly acknowledges that Carrier has no liability under Workmen's Compensation Laws to Contractor or to any employee, agent or servant that Contractor may utilize in the performance of this Agreement. Without limiting the foregoing or any other provision of the Agreement, the Contractor agrees, at the request of the Carrier, to defend at the

Contractor's expense any suit or proceeding brought involving Carrier as a party under such law or by reason of any allegation of an employment relationship of any kind between the Carrier and Contractor or any employee, agent or servant that Contractor may utilize in the performance of this Agreement.

15. This agreement may be terminated by either party without cause upon notice to the other. Said notice to be confirmed by registered mail. Contractor agrees that Carrier equipment identification including license plates, permits or other equipment lawfully in possession of Contractor shall be removed immediately from equipment and returned immediately to Carrier upon notice of termination of agreement. Contractor agrees to hold Carrier harmless against any and all claims for damages or fines by reason of Contractor's failure to comply with foregoing provisions. Carrier will make revenue settlements to Contractor within 45 days after notice of termination is issued by either party and after receipt of door signs, permits, license plates, driver logs and all outstanding bills of lading and proofs of delivery and any debt owed by Contractor.

16. In addition to any other remedies in any other paragraphs of this Agreement, the Carrier may immediately terminate Agreement in the event Contractor, or any employees, agents or servants of the Contractor, substantially violates the safety rules or regulations of any federal or state governmental agency, including FMCSA safety regulations.

17. This agreement has been executed in the State of Texas and shall be deemed to have been drawn in accordance with the statutes and laws of the State of Texas. In the event of any disagreement arising under this Agreement, both parties hereto agree that an independent arbitrator shall be used to mitigate such disagreement or litigation shall be decided in accordance with the statutes and laws of the State of Texas.

18. It is clearly understood and agreed and it is the intention of the parties of this Agreement that Contractor is and shall remain an Independent Contractor only and is not the agent, employee or representative of Carrier for any purpose whatsoever. Nothing herein contained shall be construed as inconsistent with that status. Neither Contractor nor employees, agents, or servants of Contractor are to be considered employees or servants of Carrier at any time, or under any circumstances.

19. This Agreement shall become effective on the date of execution and shall remain in full force and effect for a period of one year from the effective date and thereafter unless sooner terminated by operation of law or in accordance with the provision of this Agreement. The application date of this Agreement to specific equipment shall be that specified in Appendix A if different than the date hereof.

20. This Agreement together with Appendix A and B constitutes the entire Agreement, representations and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. A waiver of any part of this Agreement from time to time by either party shall not be deemed a waiver for any other future act, event or omission.

21. Early Termination Fee of \$300.00 for less than six (6) months service.

[TRACTOR]

MAKE: _____ **YEAR:** _____ **MODEL:** _____

SERIAL NO: _____ **WHEEL BASE:** _____

UNIT NO: _____ **TYPE:** _____ **CERTIFIED TARE WEIGHT:** _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ROADMASTERS POWER TRANSPORT, LLC

THE CONTRACTOR

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____



HOTSHOT TRAILER LEASE AGREEMENT

We, Roadmasters Power Transport, LLC, do hereby agree to lease

trailer, serial # _____

to _____. The fee shall be \$150.00 per week for trailer rental.

This rental covers only items that are deemed by management as normal wear and tear maintenance and not damage due to improper or negligent operation.

Lessee: _____

Address: _____

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC: _____

Lessor: _____

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC: _____

If repairs are the result of driver negligence, lessee bears full responsibility for trailer repairs.

If deemed by RoadMasters Power that the above trailer is not being used to the best benefit of RoadMasters Power, then RoadMasters Power has the right to cancel the lease and demand possession of the trailer at any time.



APPENDIX A – TRAILER UNIT

(TO AGREEMENT DATED _____, 20____)

The Carrier, for the purpose of FMCSA regulations and requirements, acknowledges receipt of the following described equipment to be used by the Contractor in the performance of this Agreement with the Carrier.

The Carrier shall have exclusive possession, control and use for the duration of the agreement subject to its provisions, and the Contractor warrants that the following described equipment conforms to and meets the requirements of all applicable Federal and State laws and the rules and regulations of FMCSA, the Department of Transportation, and State authorities.

Nothing in these required provisions and the Agreement is intended to affect the status of the Contractor, or driver provided by the Contractor, as an independent contractor.

TRAILER:

MAKE: _____ YEAR: _____ MODEL: _____

SERIAL NO: _____

TYPE: _____ LENGTH: _____

TIRE SIZE: _____ CERTIFIED TARE WEIGHT: _____

UNIT NO: _____

The effective date of this Agreement for the above equipment is:

Date: _____, 20____ Time: _____ Place: _____

OWNER

Signed _____

Printed: _____

Date: _____



APPENDIX B – TRAILER RENTAL AGREEMENT

This contract between _____ (Contractor) and RoadMasters Power Transport, LLC (Carrier) is an agreement for conditions and rate of rental of the below described trailer.

YEAR _____ TYPE _____ MAKE _____ VIN _____ TRAILER# _____

1. Contractor agrees to be paid ____% of gross line haul revenue by Carrier. Carrier will provide the Contractor with a trailer for use by the Contractor so long as he is operating for and under the direction of the Carrier free of any and all other fees, charges, or encumbrances except for those specified in the following paragraphs. Gross line haul revenue will consist of money collected for the transportation of freight, not including any accessorial charges.
2. Contractor agrees to pay a weekly rental based upon the rate set by the Trailer Rate Table attached to this agreement, to be deducted by the Carrier from the Contractor's weekly settlement.
3. The minimum period for this lease agreement is 90 days and the Contractor agrees to pay \$150.00 early termination penalty should this agreement be terminated within that 90 days.
4. Contractor agrees to establish a \$300.00 deposit, to be withheld at \$100.00 per week from his settlement, until the full amount is accumulated. This deposit is to be returned to the Contractor 45 days after the turn-in of the trailer in acceptable condition and at a location designated by the Carrier.
 - a. "Acceptable condition" will be interpreted as the same condition in which the trailer was issued to the Contractor. The Contractor is responsible for ensuring the trailer is in a fully road worthy condition at the time he accepts the trailer. The Contractor is responsible to alert the Carrier to any defects, damage, or conditions that cause the trailer to be unsafe or un-road worthy before he accepts the trailer. If he accepts the trailer while such conditions exist, the Contractor becomes accountable for all repairs required by the Carrier to return the trailer to an acceptable road worthy condition.
 - b. The Contractor is responsible to conduct an inspection of the trailer prior to his acceptances of the trailer, and to report all defects, damages, and blemishes to the Carrier via the Trailer Condition Report. The carrier is responsible for the repair and correction of any and all defects, damages, and blemishes report by the Contractor via this report. The Trailer Condition Report will be referenced to establish whether a trailer is returned in an acceptable condition.
 - c. Repairs made to the trailer after turn0in, or any costs for relocation of the trailer after turn-in are the responsibility of the Contractor. Such expenses incurred by the Carrier may be reduced from the Contractor's deposit or any other compensation due the Contractor should the expenses exceed the deposit.
5. Contractor agrees that should he failed to make any and all required payments which have come due, in addition to any collection costs incurred by the Carrier, including reasonable attorney fees shall accumulate interest on all amounts past due at the rate of 1.5% per month or at the maximum legal rate allowed by applicable state law, whichever is higher. Rent will be charged as long as the Contractor retains possession of the trailer and until the trailer is returned to the place designated by the Carrier.

6. Contractor agrees to have the trailer inspected each year by a state DOT accredited inspection station. The Contractor will provide a copy of that inspection to the Carrier as soon as the inspection is complete. Expenses for such inspection and any required subsequent repairs are the responsibility of the Contractor. The Carrier may inspect the trailer at any time within the duration of this contract.
7. Contractor is responsible for all trailer maintenance and repairs to include replacement of tires until trailer is delivered to a location designated by the Carrier. For claims of tire failure or inferiority, the Contractor must deliver the carcass to the place specified by the Carrier. Failure to deliver carcass will result in the expense being the burden of the Contractor.
8. Contractor shall use the trailer only for lawful purposes, and in compliance with all laws of any jurisdiction in which the trailer is operated. Contractor shall not assign, transfer, or sublet its rights hereunder. Moreover, Contractor shall now cause any lien, mortgage, or other encumbrance upon the trailer.
9. Contractor shall bear the cost of all fines, fees, penalties, or other charges levied or imposed arising out of the use of the trailer while it is in the Contractor's possession until its proper return to the Carrier.
10. Contractor agrees to maintain close control and security of the trailer, to including the purchase and use of a king pin lock to secure the trailer. Contractor agrees to assume all relative costs for the retrieval and return of a lost or stolen trailer including responsibility. For full value of the unreturned trailer if it is lost or stolen due to the negligence and of fault of the Contractor. Failure to use King Pin Lock will constitute negligence.
11. Contractor acknowledges that this is an agreement of leasing only, and Contractor has not right, title, or interest in the trailer except as specifically provided herein, nor is Contractor to be considered Carrier's agent for any purpose.
12. Upon the Carrier's request or if the Contractor wishes to cancel this lease agreement with the Carrier, Contractor must return the trailer to a location determined by the Carrier. Upon any breach of this agreement by Contractor, Carrier is authorized by Contractor to enter upon any premises where the trailer is located, and without notice demand recovery of the trailer and to seek reimbursement from Contractor all costs incurred in obtaining and preserving possession of the trailer, including but not limited to, reasonable attorney fees. Court costs, repossession fees, and storage fees when such expenses exceed Contractor's deposit.
13. Contractor and Carrier agree that in the event of any claim or controversy arising out of related to this agreement, such claim or controversy shall be submitted to final and binding arbitration in Henderson County, Texas.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement on the date specified below.

RoadMasters Power Transport, LLC

Contractor:

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____

TRAILER CONDITION REPORT

TRAILER DATA

Type of Trailer: _____

Year: _____

Make: _____

VIN: _____

Unit #: _____

Hub Reading: _____ Date of last DOT Inspection: _____

License Plate # _____ Issuing State: _____ Expiration Date: _____

Driver's Name: _____

Agent # (if with agent): _____

Truck #: _____

Driver's Statement of Inspection and Acceptance: I have inspected the above, specified trailer and have noted any deficiencies on the attached inspection pages.

_____ All required safety and operational corrections have been made to the trailer.

_____ All superficial damages, not having effect upon safe operation, and DOT compliance, have been notified if they have not been corrected or repaired.

_____ I find the trailer to be in a fully operational and safe condition.

By my signature I accept the trailer specified above in the condition indicated by this report.

Signed: _____

Printed: _____

Note: If after your inspection of the trailer, you don't find the trailer to be in acceptably safe and operating condition, or to be out of compliance with DOT guidelines, AND if you have made this known to the rental yard personnel who have failed to make ALL required corrections, **DO NOT sign for the trailer and report its condition to your agent or dispatcher.**

IF HOWEVER, you sign this sheet, you must accept the trailer in "as is" condition and may be subject to repairs upon turn-in of trailer.

IF YOU ACCEPT THIS TRAILER, FAX THIS ENTIRE AGREEMENT TO 888-554-1411.

Driver Responsibilities for Rented Trailers

Items the driver *IS* responsible for that are *NOT* covered under their rental:

- If a driver “curbs” a tire and damages the sidewall of the tire, the driver is responsible not only for the tire, but the road call to replace it.
- If a driver runs over an obstruction in the road and the debris damages anything on or attached to the trailer.
- Blowouts and associated road calls.
- If a trailer is being loaded at a customer location and the stake pockets or rub rail are damaged, or bent, the driver will be held responsible if he does not address the damage with the customer at the time of occurrence.
- If a toolbox lid comes open and the door of the box is damaged.
- If the driver forgets to pull the kingpin release after lowering the jacks and pulls forward and damages the landing gear.

Items the driver is *NOT* responsible for that are covered under their rental:

- Brake wear
- Ordinary tire wear and tread life
- Air brake chambers (unless damaged by road debris)
- Springs and suspension wear

Signed : _____ Date: _____

Unit: _____

Trailer : _____

VISUAL INSPECTION

Write up any visual damage and indicate location of the damage on the drawing.

Rear View



Left



Right



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.