



SCHEDULE A – MOTOR CARRIER DOCUMENTATION REQUIREMENTS

CARRIER shall maintain for all Independent Contractors utilized by CARRIER in the performance of this Agreement, the following documents:

1. Signed transportation agreement between CARRIER and its independent contractor
2. Completed Motor Carrier Information Form (attached)
3. Copy of MC/ILCC Authority Certificate MC #
4. USDOT#
5. Certificate of Insurance evidencing required insurance coverage and listing as certificate holder and additional insured on all coverage Sunset Logistics LLC, and its Customer(s) as required by Customer by contract (see attached insurance certificate example). Insurance coverage must conform to Agreement requirements. Required coverage summary:
 - a. Commercial Auto/ Motor Carrier Liability, \$1,000,000 per occurrence;
 - b. Commercial General Liability \$1,000,000/\$2,000,000 per occurrence and in the aggregate;
 - c. Workers Compensation/Employers Liability Insurance, statutory/\$100,000.00/\$500,000.00 (see attached insurance certificate example) – or certification of no employees (see attached).
6. W-9 Form
7. Current IRP Registration
8. Safety rating information from FMCSA.
9. Certificate of Good Standing from the Illinois Secretary of State.

Carrier shall make its independent contractor documentation available for inspection and copying by the Company upon request.

Please initial all pages requiring initials. Insurance coverage must conform to Agreement requirements. Deliver all required documents to Sunset Logistics LLC, in person, or by email, fax, or mail at:

Sunset Logistics, LLC.
1320 S. Virginia Road
Crystal Lake IL 60014
Email: imca@gosunset.com
Fax: 847-658-5210



BROKER-MOTOR CARRIER AGREEMENT

This Agreement ("Agreement") is made as of _____ 20__, by and between **Sunset Logistics LLC**, an Illinois limited liability company (the "Company") and _____ ("Carrier").

WHEREAS, the Company is a transportation broker duly licensed (140947MC-B) and authorized by the Federal Motor Carrier Safety Administration ("FMCSA") and the Illinois Commerce Commission ("ICC") to arrange for the arrangement of transportation of property by motor carrier on behalf of shippers/consignors or receivers/consignees ("Customers"); and

WHEREAS, Carrier is an independent contractor in the business of transporting general commodities as a motor carrier of property duly authorized by and registered with the ICC; and

WHEREAS, the Company desires to arrange for Carrier to provide transportation services ("Services") on behalf of Customers within the limits of Carrier's operating authority as an independent contractor from time to time on an as needed basis, and Carrier desires to provide such Services to the Company; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Transportation Services. The Company agrees to offer Carrier from time to time, on a non-exclusive basis, shipments for Carrier to transport as a motor carrier pursuant to its own contract carrier operating authority, to and from such points between which service may be required. Carrier shall, in Carrier's sole discretion, have the right to accept or reject loads tendered. Carrier shall complete all accepted loads and deliver to the Company, by the deadlines set by the Company, all load tickets, dump tickets, haul tickets and other forms, documents and receipts as the Company may require from time to time. Carrier shall transport Company's loads without delay and shall immediately notify the Company of any likelihood of delay or of any incident or circumstance that will prevent or delay delivery. A Service shall be deemed complete upon completion of all Transportation Services requested by the Company and submission by the Carrier of all data and paperwork required by the Company.

2. Performance. Carrier shall perform its Transportation Services in a prompt, courteous, competent and efficient manner and within the restrictions, if any, set by Customer(s). Carrier agrees that it will:

- a. provide all Transportation Services in compliance with all federal and/or state statutes and regulations applicable to motor carriers of property for the prompt movement of all dispatched and accepted loads;
- b. maintain all necessary and proper state and federal operating authority, registrations and licenses to fulfill its obligations under this Agreement;
- c. provide sufficient licensed and qualified drivers;
- d. provide and maintain all necessary and proper equipment in good operating condition in compliance with applicable state and federal motor carrier laws and regulations;
- e. use either company-owned equipment or equipment properly leased under the applicable motor carrier regulations to transport shipments under this Agreement.
- f. provide the Company with immediate written notice of any change in Carrier's safety rating and copies of all notices related to any change in its safety rating, operating authority or licensing; and
- g. when applicable, comply with all Customer restrictions, including compliance with the Illinois Prevailing Wage Act (820 ILCS 130/1-12) requirements for payment of applicable prevailing rate of wages for Services on a public project.

- h.** Safety and Job Site Rules. Carrier agrees to follow, and to cause all of its employees, independent contractors and agents to follow, all safety and job site rules set by the Company or the job site foreman from time to time. Carrier also agrees to cover, with a tarp, all loads hauled.
- i.** Carrier shall maintain for itself, as well as any entity utilized by it to provide vehicles and drivers to perform work covered by this Agreement, such records as are required by federal and state motor carrier laws or to evidence compliance with this Agreement. Such records shall include the documentation set forth on Schedule A, and they shall be regularly updated and made available to the Company for inspection upon request.

Carrier agrees that, in the transportation of all loads under this Agreement, it assumes the liability of a motor carrier for full actual loss, subject to the provisions of applicable federal and state motor carrier laws and regulations, such liability to exist from the time of the receipt of any loads by Carrier until proper delivery has been made.

3. Independent Contractor. The relationship of Carrier to the Company is that of an independent contractor. The parties do not intend to create, and nothing herein shall be deemed as creating, a partnership, agency, joint venture or employment relationship. The Company does not have the right to and will not control the method, manner or means by which Carrier performs Services under this Agreement. Carrier does not have the right to and will not bind the Company in any manner. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of the Company or Customer, nor shall the Company or the Customer be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier. Upon execution of this Agreement and prior to the commencement of Carrier's Services, Carrier shall provide to the Company (i) certificates of insurance or certified copies of insurance policies and copies of all applicable licenses and ICC numbers showing compliance with the terms of this Agreement; and (ii) proof of current corporate status. Carrier agrees to provide to the Company updated and current documents, as described above, and such other documents as the Company may request from time to time under this Agreement.

4. Equipment; Personnel. Carrier shall be responsible for providing, scheduling, employing, supervising, hiring, firing, wages, insurance, vacation, selecting, paying, and directing all personnel and all tractors and trailers and all other necessary equipment (the "Equipment") in order to perform the Services.

- a.** Carrier shall not affix any sign, logo, design or registered service mark of the Company on the Equipment;
- b.** Carrier agrees, at Carrier's expense, to (i) maintain the Equipment in good mechanical condition at all times and to keep the Equipment in compliance with state and federal safety regulations and (ii) utilize only competent, able and legally licensed and qualified personnel;
- c.** If Carrier utilizes leased equipment with or without drivers, Carrier shall have a written agreement with all such lessors or owner-operators which (i) requires such owners, drivers, owner-drivers to comply with state and federal laws applicable to motor carrier operations in the locality, including but not limited to FMCSA and ICC financial responsibility and leasing laws and regulations, and (ii) imposes on them the same obligations regarding performance, independent contractors, operations, insurance and indemnification as Company has imposed on Carrier under this Agreement, including but not limited to naming Company and the project owner as additional insureds. The Company reserves the right to object to and reject to accept services from a motor carrier leased by Carrier. Carrier shall use only independent contractors, including owner-operator motor carriers, that are duly incorporated or organized under applicable state law.

5. Operating Costs. Carrier agrees, at Carrier's expense, to pay any and all expenses in connection with Carrier providing the Services hereunder and in connection with the Equipment and its operation, including, but not limited to salaries that may have been earned on private or on Illinois Prevailing Wage jobs, contributions, overtime, employee benefits, fuel, oil, tires, lubricants, garage facilities, repairs, plus the cost of all bridge, tunnel, ferry, road and other tolls. Carrier shall also obtain, at Carrier's expense, all licenses, permits and certifications required by state or federal law. Carrier assumes the risks and costs of all fees, fines, violations, tickets (including, without limitation, tickets for being over the legal weight) and agrees to be responsible for all taxes incidental to the ownership and operation of the Equipment. Carrier waives and releases any liens which it might otherwise have to any freight in its possession. In the event any expense, cost, fee, fine, violation, ticket or any other Carrier operator

cost is charged to Company, Company shall have the absolute right to deduct any sum so charged from any payment owed to Carrier.

6. Subcontracting. Carrier shall not subcontract any Services to third parties without giving prior notice to the Company and obtaining the Company's consent. Any such subcontracting, with or without notice and consent, shall not affect Carrier's responsibilities or liabilities to the Company under this Agreement. As between the Company and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. The prohibition against subcontracting does not apply to a person leased to the Carrier pursuant to the provisions of 49 C.F.R. Part 376 and/or Illinois motor carrier laws and regulations as applicable, and in accordance with this Agreement. If Carrier fails to comply with this provision, Carrier consents to the Company paying compensation due for the shipment directly to the delivering carrier and waives any payment to Carrier for such shipment. Such payment to the delivering carrier shall nullify any payment obligation the Company has to Carrier and shall not release Carrier from any liability to the Company under this Agreement.

7. Nonexclusive Services. Neither party intends to give the other party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker or shipper. The Company, in its sole discretion, may offer work opportunities to Carrier, but is not obligated to do so. The Company has the right to cancel the Services requested of Carrier at any time.

8. Compensation. Unless otherwise agreed by the parties in writing or provided otherwise in this Agreement, Carrier shall be paid for its Services at the rates agreed by the parties at the time of dispatch for the load or the project (hereinafter "Agreed Rate"). Acceptance of a load shall be conclusive evidence of Carrier's acknowledgment of and acceptance of the Agreed Rate for that load as its sole and exclusive compensation for rendering the Services. All changes in Agreed Rates shall be confirmed in writing signed by the Company prior to the shipment. Carrier agrees and acknowledges that:

- d. the Company shall have no responsibility to make any deductions for, or to pay social security taxes, withholding taxes, state or federal unemployment insurance taxes or premiums with respect to Carrier or any of its employees, independent contractors or agents. Company will provide Carrier with IRS Form 1099 – MISC to account for all payments made. Carrier shall pay all federal, state and local taxes applicable to all payments received from the Company;
- e. neither Carrier nor any of its employees, independent contractors or agents may participate in the Company's pension or welfare benefit plans, including, but not limited to, medical, dental, long and/or short-term disability or 401(k) plans, and that unemployment compensation and Workers' Compensation are not available to Carrier through the Company as the parties agree that Carrier and its employees are not the employees of the Company; and
- f. Carrier's compensation may vary based on (a) the Services provided; (b) the Agreed Rate; (c) the project requirements; and (d) truck and material tickets or receipts. Disputes regarding payment, including Haul Rates, that are not delivered to the Company in writing within five (5) days of Carrier's receipt of its check or settlement are deemed waived by the Carrier.

9. Payment. The Company agrees to pay Carrier for its Services within thirty (30) days of receipt of all necessary documentation identified in this provision and as may be further identified at acceptance of the load by Carrier. Carrier agrees that it shall look solely to the Company for payment for any services rendered under this Agreement and shall not, in any event, contact Customers on any other matter whatsoever without the prior, express written consent of the Company. Carrier agrees that no penalties, interest or late charges of any nature whatsoever will be assessed against the Company or Customer(s) for occasional and inadvertent late payment. Carrier hereby designates the Company as its agent for the purpose of collecting the agreed-to charges from Customers served pursuant to this Agreement. Payment for Services is not due and owing until Carrier delivers to the Company all payment documentation required by the Company and the Customer, including but not limited to, load tickets, hourly tickets, haul tickets and dump tickets, receipts and when requested, proof of continued insurance in the form required by the Company. until Carrier has complied with the Company's document requirements.

10. Deductions from Compensation. In the event the Company determines that a payment error resulting in an overpayment to Carrier has been made, Carrier consents to have the amount of the overpayment deducted from the next payment due Carrier after the Company discovers the error. If no subsequent payment is due Carrier, upon receipt of notice of the amount of the overpayment from the Company, Carrier agrees to promptly reimburse the Company for the overpayment. The Company's rights under this paragraph apply regardless of whether Carrier has cashed the check containing the payment error. The Company shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against charges owed to Carrier.

11. Billing; Collection. Except as directed by the Company in writing, Carrier shall not engage in any billing or collection of charges from the Company's customers for Services performed by Carrier under this Agreement.

12. Insurance Coverage. Carrier agrees to procure and maintain, at its own expense, Worker's Compensation Insurance and Employer's Liability Insurance in an amount not less than the minimum amount required by law. Carrier shall also obtain and keep in full force and effect at all times during the term of this Agreement at Carrier's expense the following policies:

- a. Automobile or Motor Carrier Liability Insurance, to include any owned, non-owned and hired motor vehicles, covering bodily injury including injury resulting in death and loss of or damage to property (including environmental restoration), with combined single limits of at least \$1,000,00.00 with insurance shall cover bodily injury, and property damage liability, covering the operation of all of Carrier's vehicles and all other vehicles which may be used in connection with this Agreement, and for all liability assumed in this Agreement;
- b. Commercial General Liability Insurance, on an occurrence basis, for personal injury coverage (including injury resulting in death) and loss of or damage to property, with combined single limits of a least \$1,000,000.00, which insurance shall include a contractual liability endorsement covering Carrier's obligations under this Agreement;
- c. Workers Compensation Insurance in the amount required by statute in the jurisdictions where services under this Agreement will be performed, and Employer's Liability Insurance in an amount no less than \$500,000 per occurrence (or Company-approved certification of no-employees).
- d. Such policies of insurance not specifically required in this paragraph, but which are required under state or federal law or as may be reasonably required from time to time by the Company or the Customer(s).

All policies shall be from such insurance companies satisfactory to the Company in its sole discretion. The Company, and as required, Customer(s) and additional insureds required by Customer(s) shall be named as additional insured(s) on all policies of insurance except Worker's Compensation Insurance. **The insurance required in this Agreement, including additional insured coverage, shall be endorsed to provide primary insurance over any similar insurance of the Company and other additional insureds (whose insurance shall be secondary or excess insurance), and shall not exclude coverage for claims arising out of Carrier's independent contractors, subhauleders, or leased trucks.** No policies of insurance shall be canceled without thirty (30) days prior written notice to the Company and the certificate issued to the Company must so provide. Prior to commencement of the work, and from time to time at the Company's request, Carrier shall furnish the Company with a certificate(s) of insurance evidencing the coverage delineated above. This provision will not be construed in any circumstance to constitute an indemnification contrary to any government law that prohibits indemnification against loss, liability, cost or expenses incident thereto, caused by the negligence of such indemnity. Exclusions in Carrier's insurance coverage(s) shall not exonerate Carrier from this liability. Carrier shall include the equivalent of these insurance requirements in its agreements with independent contractor motor carriers leased to or utilized by Carrier in the performance of services under this Agreement. Compliance with this paragraph 12 is a material term of this Agreement.

13. Indemnification. Carrier agrees to defend, indemnify and hold harmless the Company, its Affiliates and its and their successors, assigns, officers, attorneys, shareholders, directors, employees, members, managers, agents, contractors, and representatives from and against any and all claims, demands, actions, suits, liabilities, losses, judgments, arbitration awards, fines, penalties, interest, taxes, damages (including, without limitation, indirect, special or consequential), costs and expenses of any kind or nature whatsoever, including, but

not limited to, reasonable attorneys' fees, costs and expenses, actually or allegedly, directly or indirectly, arising or resulting from or in connection with (a) Carrier's or its employees, independent contractors, or agents' injury, death, omission or commission of any act, lawful or unlawful; (b) any damage to personal property or any personal injury resulting from or incurred in connection with providing Services under this Agreement; or (c) any and all claims and demands made upon the Company arising from, through or in any manner related to the performance by Carrier of Services to the Company, including, but not limited to, as a result of loss, spills or flying debris of the load being hauled. Affiliates for the purpose of this Agreement shall mean any person or entity that directly or indirectly, through one of more intermediaries, controls or is controlled by, or is under common control with the Company.

14. Compliance with Laws. Carrier shall comply with all federal, state and local laws, rules, regulations and ordinances, including, but not limited to, all rules and regulations promulgated by FMCSA and all other federal and state agencies and departments having jurisdiction over the Transportation Services performed. Carrier shall defend, indemnify, and hold the Company harmless from all liability, action, loss, cost, damage, expense, fines, penalty and claims, including reasonable attorney's fees, cost of suit, settlement, judgments, and all other expenses to which the Company may be subjected, arising or resulting from Carrier's failure to comply with all such laws, rules, regulations and ordinances, including but not limited to (a) Carrier's non-compliance with U.S. DOT & FMCSA compliance regulations, as well as any federal, state and/or local laws or regulations, including without limitation OSHA, EPA compliance regulations and Illinois Prevailing Wage Act (820 ILCS 130/1-12), governing operation of commercial motor vehicles and drivers; (b) Carrier's failure to pay all federal, state and local taxes applicable to all payments received from the Company; (c) Carrier's breach of this Agreement; (d) any loss, damage or delay caused by Carrier or (f) the allegations or judicial determination that Carrier or any of its employees, independent contractors or agents is an employee of the Company for any purpose whatsoever.

15. Labor Relations. Carrier shall take all actions necessary to assure harmonious labor relations at the project site and to prevent strikes or other labor disputes. Where required by the Customer, Carrier shall fully abide by all applicable projects labor agreements and agree to pay not less than the area standard wage and benefits, or cash equivalents thereof.

16. Termination. Either Carrier or the Company may terminate this Agreement, with or without cause, at any time upon notice. This Agreement will automatically and immediately terminate upon Carrier's death or disability (either mental or physical) that causes Carrier to be unable to perform the Services. The Company's rights and Carrier's obligations with respect to insurance, payment, dispute resolution, indemnification, confidentiality, non-solicitation and general enforcement of the Agreement shall survive termination of this Agreement. Upon termination of this Agreement, Carrier agrees to promptly deliver to the Company all documents relating to the Services as the Company may reasonably require (including, but not limited to, all load tickets, haul tickets, hourly tickets and dump tickets).

17. Term. The term of this Agreement shall commence as of the date set forth above and shall be terminable at will, by either party, upon notice as provided herein (the "Term").

18. Confidentiality. As part of the business relationship between the Company and Carrier, either party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the Confidential Information. Carrier agrees that the Company's charges to its customers are confidential and need not be disclosed to Carrier. Except as may be required by law, the terms and conditions of the Agreement and information pertaining to any Services will not be disclosed by either party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each party. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

19. Non-Solicitation. Carrier agrees that during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit shipments from any Customer of the Company where (a) the availability of such shipments first became known to Carrier as a result of the Company's efforts; or

(b) the shipments of the Customer of the Company was first tendered to the Carrier by the Company.

20. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by written agreement of the parties. Any and all prior agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. The parties acknowledge and agree that they are not relying on any representation concerning the subject matter of this Agreement that is not set forth herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Company may assign its rights and obligations hereunder. The Carrier's duties hereunder are personal to it and it may not assign its obligations or rights hereunder. The Carrier may not retain any subcontractors to provide the Services hereunder unless the Company agrees in writing.

21. Severability. The invalidity or unenforceability of any provision hereof shall not in any way affect, impair or render unenforceable any other provision hereof. It is intended that if any court of competent jurisdiction finds any provision herein to be invalid or unenforceable, such provision shall be construed to be valid and enforceable to the fullest extent permitted under applicable law.

22. Governing Law. The laws of the State of Illinois (without regard to its conflict principles) will govern the interpretation of this Agreement.

23. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, with one (1) arbitrator, administered by the American Arbitration Association under its Commercial Arbitration Rules, JAMS Dispute Resolution or ADR Systems, selected at the sole discretion of the Company with the exclusive venue of all proceedings in Crystal Lake, Illinois. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties hereto agree that an arbitration award by default may be entered against any party failing to appear or defend itself in any arbitration proceeding. The non-prevailing party in any arbitration proceeding or litigation of this Agreement shall pay all attorneys' fees and expenses incurred by prevailing party, in connection with litigation or arbitration proceeding.

24. Waivers. Any failure by a party hereto to exercise any right granted herein will not in any event constitute a waiver of any such right. All waivers must be in writing. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

25. Headings. Headings of the Sections of this Agreement are for the convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

26. Gender. Wherever in this Agreement the masculine, feminine or neuter gender is used, such usage shall be deemed to include all other genders as well, and singular usage shall include plural usage, and vice versa, all as the context shall require.

27. Notices. Any communication required or permitted hereunder must be in writing to be effective and shall be deemed delivered and received (i) if personally delivered, (ii) if sent by mail (whether actually received or not), at the close of business on the third business day next following the day when placed in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested, or (iii) on the first business day after proper and timely deposit for next day delivery, freight prepaid, with a nationally recognized delivery service providing next-day service to the location of the recipient. The parties' addresses for purposes of notices shall be the addresses listed below the parties' signature herein (or such other address as each party may subsequently provide in accordance with this notice provision to the other party).

28. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts. Any signature delivered by a party by email or facsimile transaction shall be deemed to be an original signature hereto.

29. Interpretation. If any provision of this Agreement requires judicial interpretation, the judicial body interpreting or construing such provision shall not apply the assumption that the terms hereof shall be more

strictly construed against one party which itself or through its agents prepared the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE COMPANY:

MOTOR CARRIER:

Sunset Logistics LLC

(Company Name)

By: _____

(Owner Signature)

Its: _____

(Print Name)

Address: _____

1320 S. Virginia Road
Crystal Lake IL 60014



INDEPENDENT MOTOR CARRIER FORM

MOTOR CARRIER INFORMATION

Company Name:			
Owner:			
Address:			
Cell Phone #			
Home/Office Phone#			
Email address:			
USDOT #			
ICC. MC#			
Home Terminal Address:			
Union Member	Yes	No	LOCAL UNION NO. (attach copy of card)

COMPANY-OWNED COMMERCIAL MOTOR VEHICLE

UNIT #	MAKE	COLOR	YEAR	REGISTRATION #	VIN#

INDEPENDENT CONTRACTOR/LEASED TRUCKS

UNIT #	MAKE	COLOR	YEAR	REGISTRATION #	VIN#

DUMP TRAILER FLEET INFORMATION

Total Number of Trailers in Fleet:					
Trailer Type:	Aluminum	Steel	Heavy Steel	Other	
Frame Type:	Full	Quarter	Frameless	Other	
Tailgate Type	Spread Pan	Coal Chute	Spread Chain	Other	

