



Mailing Address: 7341 N. West Ave. • Fresno, CA 93711  
Street Address: 4705 N. Sonora Ave., #106 • Fresno, CA 93722  
Office (559) 276-8409 • FAX (559) 276-8653  
Email: SuperbFresno1@cs.com  
www.SuperbTransport.com

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## Superb Transport, Inc. SUBHAUL AGREEMENT

**SUPERB TRANSPORT, INC.**, hereinafter referred to as "Carrier" desires to secure the services of

\_\_\_\_\_ hereinafter referred to as "Subhauler", for the transportation of Import/Export containers, and general commodities and or other similar materials, and Subhauler desires, as an independent contractor, to so act and perform.

Now therefore, in consideration of the mutual promises herein contained the Carrier and Subhauler agree as follows:

### I. Subhauler Representations and Warranties:

Subhauler represents and warrants as follows:

- A. Subhauler is engaged in the trucking business and owns \_\_\_\_ truck(s) (as per Schedule of Vehicles listed below) and used in the conduct of Subhaulers business, and Subhauler **will maintain and operate** said equipment in compliance with the requirements of all regulatory bodies at all times while providing services covered by this agreement. **Carrier's policy is to comply with all applicable laws. Carrier will not accept responsibility for any violation(s) of law by Subhauler or Subhauler employees.**
- B. Subhauler is the holder of all State, Federal, County, or City certificates, permits registrations, authorizations, and licenses which are required or necessary for the conduct of business as a hauling contractor and for the performance of services covered by this contract; and Subhauler will continue to hold such certificates, permits, and licenses in full force and effect at all times while providing services covered by this Agreement.
- C. Subhauler has Workers' Compensation coverage and medical insurance for Subhaulers employees, if any and public liability and property damage insurance to the extent required by law, and will continue such coverage and insurance in effect while providing services covered by this agreement. Subhauler will furnish to Carrier satisfactory evidence of such coverage upon reasonable request by Carrier and a list of all identified equipment covered by said insurance.
- D. Subhauler is an independent contractor and shall provide services covered by the **Agreement** only as an independent contractor, and not as an employee of Carrier. **Carrier may at his sole option require Subhauler, as an independent contractor, to obtain Workers Compensation Insurance for His or Herself.**
- E. Subhauler recognizes that neither Subhauler nor Subhauler's employees are eligible for coverage under Worker's Compensation policy held by Carrier and Subhauler recognizes that they are not entitled to make any claim with respect to any Worker's Compensation policy held by Carrier.
- F. Subhauler shall **obtain all** insurance coverage's required by law for the services performed pursuant to this Agreement. In addition, the **Subhauler shall obtain "combined single limit of bodily injury and property damage insurance" based on minimum insurance coverage required by law for the services performed, shall have Carrier named as an additional insured on a statewide basis**, and shall produce evidence thereof to Carrier upon Carrier's request, and, Subhauler shall insure that said insurance coverage may not be canceled by any party thereto for any reason without ten (10) days prior notice to Carrier.

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- G. By agreeing to provide requested by Carrier, or by undertaking such services, Subhauler warrants that all conditions precedent in paragraph I of the Subhauler's Agreement and have been satisfied and remain effective for the duration of Subhauler's provision of services pursuant to this Agreement. Subhauler shall indemnify Carrier for any damages resulting from a breach of this warranty.

## **II. Terms and Conditions of Transportation Service:**

- A. From time to time Carrier shall request Subhauler to provide service and upon said request Carrier shall notify Subhauler of product to be transported and of the time and location of the place to load same all within a reasonable item prior to the required delivery time, and thereafter Subhauler will without delay cause said property to be transported to the place designated by the Carrier, or its representative.
- B. Carrier shall have no control over the persons operation of equipment used or employed by Subhauler in providing services under this agreement.
- C. Subhauler will employ capable and responsible persons to operate Subhauler's equipment safely and expeditiously, will maintain Subhauler's equipment so as to efficiently perform the services required, and will supply at Carrier's request, his own "MVR" record and the "MVR" records of any employee that he engages.
- D. Subhauler shall maintain and operate Subhauler's equipment at Subhauler's sole expense and shall pay any and all charges arising therefrom including, but not restricted to labor, fuel, repairs, and any and all insurance, permits, and taxes levied or assessed; that if Carrier pays such expenses on behalf of Subhauler, Carrier may deduct the amount of such expense(s) owed by Subhauler.
- E. Subhauler authorizes Carrier to withhold from any moneys due to Subhauler any amount due and payable to Carrier.
- F. Subhauler agrees and understands that Carrier requires that billing accompanied by the signed copies of the shipping documents be submitted to Carrier on a **Daily Basis**.
- G. Sub hauler accepts full responsibility for the safe operating condition of any trailing equipment owned by the Prime Carrier and being pulled by Sub hauler, his agents, or employees.
- H. Sub hauler agrees to stand responsible for any and all repair fees for damage done to trailers and/or all training equipment used, as shown in Attached B, Item 1, **Setoffs**.
- I. Sub hauler is liable for any and all loss or damage or delay to property transported while such property is in the possession of Sub hauler, and shall obtain and deliver to Prime Carrier a receipted shipping document covering each shipment transported. In view of this agreement on any receipt which included exceptions for shortage or damage, the claim value of such losses will be deducted from the Sub hauler's settlement. Because PUC regulations allow customers of Prime Carrier up to nine months to file a formal claim, upon termination of this agreement, Prime Carrier reserves the right to either deduct an estimated claim amount or await final settlement to Sub-hauler for up to nine month period.

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### III. Effective Date of Agreement:

This agreement will commence on the date that it is signed by the parties and shall continue until terminated by either party upon a ten (10) day written notice.

### IV. Amendments:

This agreement can only be amended or changed in writing executed by all parties.

### V. Indemnification:

Subhauler shall and does hereby indemnify, and save harmless, Carrier from any loss, liability, damage, or expense including reasonable attorney fees which Carrier may suffer or incur from any act or omission of Subhauler, or because of the failure of Subhauler's insurance carrier to defend any action against Carrier or settle any judgment against Carrier arising out of any action, incident, or other happening. This hold harmless agreement shall apply as a separate and distinct agreement and shall not be limited by the provisions of any insurance policy held by or for Subhauler.

### Acknowledgment & Acceptance of Contract Terms:

Please sign below if you agree to the terms of this contract.

X

Subhauler's Signature	Print First Name, Last Name	Date:
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X

Superb Transport, Inc. Representative	Print First Name, Last Name	Date:
A California Corporation		

### Subhauler Information: (please print clearly - all sections must be completed)

First Name	Middle Initial	Last Name	dba:
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Mailing Address	City	State	Zip
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Home Phone (include area code)	Mobile Phone (include area code)	Nextel ID #
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CDL #	CDL Expiration (MM/DD/YYYY)	CA#	MCP#
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Vehicle Year	Vehicle Make / Model	Vehicle Plate # / State	VIN #
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Random Drug & Alcohol Consortium Company	Contact Name	Phone
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Insurance Agency / Company	Policy #	Agent Name	Phone
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## **ATTACHMENT B**

### **SUBHAULER'S SCHEDULE OF DEDUCTIONS (SETOFFS)**

All rates and charges paid by Prime Carriers to Subhauler in accordance with Attachment A are subject to the following deductions;

1. In the event of damage or theft of any trailers and/or trailing equipment not owned by subhauler, Prime Carrier reserves the right to have said equipment repaired or replaced at a location of Prime Carriers choice and deduct an amount equal to the amount paid for repair or replacement.
2. In the event that cargo is damaged or missing, Prime Carrier reserves the right to deduct from Subhauler the amount claimed by the customer, or in lieu of a formal claim, the estimated cost of any claims pending.
3. In the event of damage to Prime Carrier, shipper, or consignee equipment or facilities, Prime Carrier reserves the right to deduct an amount equal to the amount paid for repair of said damage.
4. Any advance or payment made to connecting carriers or outside firms furnishing transportation, loading, unloading, or related services shall be deducted.