

# GULF SHORE TRUCKING, LLC

7801 Jean Blvd  
Fort Myers, FL 33967  
PH: (239) 288-7140 / FAX: (239) 288-7282

Independent Contractor Information

Truck # \_\_\_\_\_ DOT # \_\_\_\_\_

Company / Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Owner Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_

SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ EIN# \_\_\_\_\_ - \_\_\_\_\_ Drivers License #: \_\_\_\_\_

Checks are made payable to \_\_\_\_\_

## Company Policies and Independent Contractor Requirements

- Broker Fee is 11%
- First set of signs are \$40. MVR Cost: \$10.
- Signs will be displayed on the truck only when the truck is hauling for Gulfshore Trucking LLC. They are for pit identification only. You must have proper DOT signage on your door. Signs must be returned once you are no longer an active subcontractor.
- Tickets are to be turned in By Tuesday noon the week following dispatch.
- Each ticket must be signed or stamped unless approved by customer or dispatcher. Unauthorized or unapproved tickets will not be paid and may incur material charges.
- Late tickets will incur \$20 Late Fee
- Truck will not be dispatched or paid until all documents and required paperwork is complete and up to date

The following documents must be attached to this contract

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Completed Independent Contractor Agreement</li> <li><input type="checkbox"/> Copy of Owner Driver's License</li> <li><input type="checkbox"/> W-9</li> <li><input type="checkbox"/> Vehicle Registration</li> <li><input type="checkbox"/> Annual Truck Inspection</li> <li><input type="checkbox"/> US DOT Number</li> <li><input type="checkbox"/> Certificate of Insurance naming Gulfshore Trucking LLC as additional insured (minimum \$500,000)</li> <li><input type="checkbox"/> Workers Comp Exemption Form</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> ALL documents must show the same name or owner must provide lease documentation.</li> <li><input type="checkbox"/> Driver Paperwork           <ul style="list-style-type: none"> <li>o Driver's License (type A or B)</li> <li>o Medical Card (DOT approved provider)</li> </ul> </li> <li><input type="checkbox"/> Drug Program Certification</li> </ul> |
|--|---|

**OWNER Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) between \_\_\_\_\_, an individual/corporation (“CONTRACTOR”), and **GULFSHORE TRUCKING LLC** (“GULFSHORE”), is set forth as follows:

### I. EQUIPMENT

A. CONTRACTOR, as independent contractor, agrees to furnish the following described equipment (“EQUIPMENT”), attached as **Addendum A**, as amended from time-to-time, for the purpose of providing carriage services.

### II. TERM

A. This Agreement shall be effective for a period of twelve (12) months from the Effective Date, and annually thereafter starting on the first of each year, unless canceled by either party for any reason on seven (7) days written notice. In the event of the breach of any provisions of this Agreement by either party, the other party may immediately cancel this Agreement by written or personal notice. All indebtedness between the parties to this Agreement shall become due and payable on the date of cancellation of this Agreement or as set forth herein.

B. In the event CONTRACTOR or GULFSHORE terminate this Agreement at a point other than the location at which this Agreement was executed, or any other location authorized by GULFSHORE, CONTRACTOR shall (1) forfeit any commission due on shipments in transport; and (2) pay GULFSHORE all costs to complete undelivered shipments.

C. Upon termination of this Agreement, CONTRACTOR shall immediately (a) remove all GULFSHORE’S identification numbers, names, logos, lettering or service marks. GULFSHORE has the right to defer partial or final payment until CONTRACTOR complies with all the above-described obligations.

### III. CONTRACTOR’S DUTIES AND OBLIGATIONS

A. CONTRACTOR shall have EQUIPMENT inspected as required by applicable statute and/or law, but in no event less than 90 days, and provide GULFSHORE with all maintenance records the first month of each quarter per year. Equipment inspections shall be at CONTRACTOR’S sole cost and expense.

B. CONTRACTOR must supply the GULFSHORE its correct tax identification number, or be liable for penalties imposed by the Internal Revenue Service. GULFSHORE is required to withhold tax at a rate of 31% of the gross settlement if CONTRACTOR supplies an incorrect tax identification number to the GULFSHORE. If CONTRACTOR does not supply such a number, the 31% withholding will begin immediately. CONTRACTOR hereby agrees to indemnify and hold harmless GULFSHORE for any sums determined by the Internal Revenue Service not to have been properly withheld by GULFSHORE.

C. CONTRACTOR shall comply with any and all laws and requirements of the appropriate regulatory agencies, including, but not limited to, the rules and regulations of the Federal Department of Transportation (“DOT”) and any State or Federal Agency having jurisdiction over the operation of CONTRACTOR’S EQUIPMENT or GULFSHORE’S equipment.

D. CONTRACTOR shall provide and continuously maintain the EQUIPMENT listed in **Addendum A**, in good, safe, serviceable, and efficient operating condition in all respects, at CONTRACTOR’S sole cost and expense, and shall bear and pay all expenses of operation of said EQUIPMENT, including particularly, without limitation, the cost of all fuel, fuel taxes, lubricant oils, parts, repairs, accessories, tires, tubes, safety equipment, plates, vehicles licenses and permits, and all applicable governmental and regulatory taxes required for CONTRACTOR to operate EQUIPMENT, whether used or assessed upon CONTRACTOR or GULFSHORE.



E. The EQUIPMENT shall be operated in order to satisfactorily and safely affect the carriage of products. While displaying GULFSHORE'S identification numbers, names, logos, lettering or service marks, CONTRACTOR may not utilize EQUIPMENT for any unauthorized use or in the service of others without the prior written consent of GULFSHORE. Any unauthorized use or in the service of others without the prior written consent of GULFSHORE shall result in immediate termination of the ICA, requiring CONTRACTOR to comply with Section II. c., and the terms of this Agreement.

F. CONTRACTOR shall operate said EQUIPMENT in such careful and safe manner as to protect and safeguard GULFSHORE'S cargo therein contained. In the event the CONTRACTOR or its employees violate any applicable laws, rules, and regulations of any governmental and regulatory body and as a result thereof GULFSHORE is fined or assessed, CONTRACTOR will reimburse GULFSHORE for such fine or assessment and all expenses in connection therewith.

G. CONTRACTOR shall reimburse GULFSHORE for all fines incurred when cargo is in the control of CONTRACTOR.

#### IV. GULFSHORE'S DUTIES AND OBLIGATIONS

A. GULFSHORE shall file annual information returns with the Internal Revenue Service reporting all payments to CONTRACTOR. The GULFSHORE will furnish CONTRACTOR with a copy of the information showing the annual aggregate amount of payments and GULFSHORE'S name.

#### V. INDEPENDENT CONTRACTOR STATUS

A. It is the intention of the parties and acknowledged by the parties that neither CONTRACTOR nor any of its agents, servants, or employees shall be deemed to be agents, servants, or employees of the GULFSHORE for any purpose whatsoever, but CONTRACTOR is and shall be an independent contractor and is responsible to GULFSHORE as to the results to be accomplished and not as to the means and methods for accomplishing the results.

B. CONTRACTOR acknowledges and agrees that CONTRACTOR shall not be an employee for any purposes, including, but not limited to, employment taxes, workers' compensation, income tax withholding (except as required by the Tax Equity and Fiscal Responsibility Act of 1982), and/or employee benefits. CONTRACTOR is totally responsible for payment of its federal self-employment and social security taxes.

C. CONTRACTOR shall direct its operation, including days of operation, lawful routes, points of service or repair of EQUIPMENT, rest stops, except, that CONTRACTOR shall fully, skillfully, and efficiently perform the results required by the Agreement.

D. In its discretion, CONTRACTOR may employ such experienced and qualified employees sufficient to keep said EQUIPMENT operating for the maximum number of hours and the maximum number of miles consistent with proper and safe operation. CONTRACTOR shall pay all the compensation of its employees and shall pay all taxes, workers' compensation claims, charges, benefits, claims, and liabilities of every kind which may arise by virtue of their employment by the CONTRACTOR and their acts and duties hereunder. CONTRACTOR agrees to indemnify and hold GULFSHORE harmless from all reasonable attorney's fees and litigation expenses GULFSHORE incurs in defending any claims, suits, actions, or administrative proceedings brought by CONTRACTOR or any employee or other personnel engaged by CONTRACTOR to perform services under this Agreement that alleged that CONTRACTOR or any of CONTRACTOR'S workers is an employee of GULFSHORE, but fail to result in any final (upon completion of all appeals or the running of applicable appeal periods) judicial or administrative decision holding the allegation to be true.

E. CONTRACTOR shall not operate said EQUIPMENT until CONTRACTOR has been certified by GULFSHORE as qualified in meeting any and all of the laws and requirements of governmental and regulatory bodies, and CONTRACTOR shall not cause or permit any of its employees to operate said EQUIPMENT until its employee has been certified by CONTRACTOR and GULFSHORE as qualified in meeting applicable laws and requirements.



## VI. INDEMNIFICATION

A. CONTRACTOR hereby agrees to indemnify, defend, and hold harmless, including, but not limited to, reasonable attorneys' fees and court costs, GULFSHORE, its subsidiaries and their respective members, directors, officers, employees, and agents from and against any injury (including death), damage, or loss arising under or in connection with this Agreement. This subsection shall remain in force and effect both during and after the termination of this ICA.

## VII. INSURANCE

A. CONTRACTOR shall be required to purchase and maintain the following forms of insurance coverage, acceptable to GULFSHORE, as part of this Agreement:

1. Automobile Liability Coverage ("AL") in an amount not less than \$500,000.00 (U.S. Dollars) per occurrence, or such large amount as required by applicable law, with no aggregate limit;
2. Occupational accident for owner-operators or Workers' Compensation for all employees of owner-operator/fleet drivers (in limits set forth by applicable statute);
3. Commercial General Liability ("CGL") Insurance in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover Independent Contractor's contractual liability under this Agreement.

B. Further, the CONTRACTOR agrees to provide and maintain, at CONTRACTOR'S sole cost and expense, the above-required coverage by purchasing same from an insurance company with an A.M. Best's rating of A- or better and provide GULFSHORE with a Certificate of Insurance evidencing such coverage naming GULFSHORE, and where requested GULFSHORE'S customer, as an additional insured. The certificate of insurance must be provided to GULFSHORE upon execution of this Agreement and such certificate will state that insurance carrier will provide GULFSHORE with thirty (30) days notice of cancellation or change in coverage.

C. CONTRACTOR hereby authorizes GULFSHORE to make deductions pursuant to above required coverage, if insurance is purchased through GULFSHORE. Applicable coverage and deductions taken pursuant to this paragraph shall be deducted from payments owed to CONTRACTOR by GULFSHORE for transportation services. GULFSHORE will notify the CONTRACTOR, in writing, with an explanation and itemized list of the deductions. This notification will take place before any deductions are made. If any insurance is purchased through GULFSHORE, CONTRACTOR may request, in writing, a copy of the policy(s). GULFSHORE will provide to CONTRACTOR a certificate of insurance for any coverage purchased through GULFSHORE.

## VIII. IDENTIFICATION

A. CONTRACTOR shall display and maintain all identification plates required by governmental and regulatory bodies on CONTRACTOR'S EQUIPMENT during the term of this Agreement.

B. CONTRACTOR agrees that, upon cancellation of the Agreement by either party CONTRACTOR will deliver, within forty-eight (48) hours after the effective date of the cancellation of the Agreement, to the GULFSHORE all property owned by GULFSHORE, including, but not limited to, cab cards, permits, plates, and decals.

## IX. COMPENSATION

A. GULFSHORE agrees to pay CONTRACTOR and CONTRACTOR agrees to accept as full and complete compensation for furnishing the EQUIPMENT, personnel services and obligations the amounts as set forth in any Rate Confirmation Sheet, incorporated herein by reference, approved by



GULFSHORE ("Compensation"). CONTRACTOR agrees that acceptance of a load by CONTRACTOR is deemed acceptance of the Rate Confirmation Sheet, including the rates and terms therein.

B. GULFSHORE shall pay CONTRACTOR within fifteen (15) days after CONTRACTOR delivers logbooks, vehicle inspection reports, and all paperwork necessary to secure payment from GULFSHORE'S customer(s).

C. Notwithstanding the above requirements, no final payment shall be delivered to CONTRACTOR until CONTRACTOR returns all removable identification property belonging to GULFSHORE.

D. CONTRACTOR expressly agrees that any amounts owed GULFSHORE by CONTRACTOR at the time any settlement payment is made may be deducted from such settlement by GULFSHORE. This in no way shall be interpreted to limit remedies available to GULFSHORE for collection of amounts owed GULFSHORE.

## X. NOTICE

A. CONTRACTOR agrees to furnish the GULFSHORE immediate notice in writing via email to \_\_\_\_\_, and via U.S. Mail with delivery confirmation at GULFSHORE TRUCKING LLC, 7801 Jean Blvd, Fort Myers, FL 33967, or as otherwise provided in GULFSHORE'S policy for reporting claim incidents, of any occurrence or transaction that may give rise to a claim against either the GULFSHORE or the CONTRACTOR under the terms of this Agreement. CONTRACTOR acknowledges that CONTRACTOR is solely responsible for the inquiring of, understanding and complying with the reporting requirements of GULFSHORE.

B. CONTRACTOR further agrees to cooperate, as requested by the GULFSHORE or its authorized representative, in the investigation, negotiation, settlement, or litigation of any claim or suit that may be encountered by the GULFSHORE or its representative under the terms of this Agreement.

## XI. GOVERNING LAW

A. **THIS ICA SHALL NOT BECOME EFFECTIVE UNTIL EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF GULFSHORE. THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN ALL QUESTIONS, DISPUTES OR CLAIMS, WHETHER BASED IN TORT, STRICT LIABILITY, CONTRACT OR EQUITY, ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE PERFORMANCE OR BREACH HEREOF, OR TO THE INTERPRETATION, VALIDITY, ENFORCEMENT OR EFFECT OF THIS AGREEMENT, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES THEREOF. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA, VENUE IN LEE COUNTY, FLORIDA OR, AT THE SOLE OPTION OF GULFSHORE, IN ANY OTHER COURT IN WHICH GULFSHORE SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. CONTRACTOR WAIVES ANY RIGHT IT MAY HAVE TO ASSERT LACK OF PERSONAM JURISDICTION, THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE (OR TO SEEK TO TRANSFER VENUE), AND TO ASSERT A CLAIM ON BEHALF OF CLASS ACTION OF CLASS MEMBER IN ANY PURPORTED CLASS, TO THE EXTENT ANY ACTION OR PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.**

B. GULFSHORE and CONTRACTOR agree that should any conflict or litigation arise between the parties to this Agreement, the prevailing party shall be awarded reasonable attorney fees and court cost.

## XII. MISCELLANEOUS

A. CONTRACTOR agrees to forego reliance on any prior representation, including, any false representation, and hereby limits CONTRACTOR’S reliance to the representations that are expressly contained in this Agreement.

B. CONTRACTOR acknowledges and agrees that no passengers are permitted unless specifically authorized in writing by the GULFSHORE.

C. CONTRACTOR and GULFSHORE hereby acknowledge that no provision contained in this Agreement shall be construed to require CONTRACTOR to purchase or rent equipment, supplies or services from GULFSHORE as a condition of this ICA.

D. This Agreement contains the entire Agreement between the parties and may not be modified or amended except by written Agreement executed by one of the GULFSHORE’S officers and CONTRACTOR.

\_\_\_\_\_  
“CONTRACTOR”

**GULFSHORE TRUCKING LLC**  
“GULFSHORE”

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



ADDENDUM A

EQUIPMENT

Year / Make / VIN #

Tag #

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

Year / Make / VIN #

Tag#

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

Year / Make / VIN #

Tag#

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

GULFSHORE  
TRUCKING, LLC

## SUBCONTRACTOR CERTIFICATE & RELEASE OF LIABILITY

This is to certify that \_\_\_\_\_ subcontractor for **Gulfshore Trucking LLC**, employs less than one (1) employee, and will employ less than one (1) Employee while operating under contract dated \_\_\_\_\_

(Fecha)

Therefore **Gulfshore Trucking LLC**, and their employees are exempt from workers compensation coverage, and no premiums are due to any insurance company under Florida Statutes 440.10(1).

I \_\_\_\_\_ do not wish to carry workers' Compensation Insurance. I will hold harmless, **Gulfshore Trucking LLC** for any injury or loss incurred for any reason.

GULFSHORE  
TRUCKING, LLC

\_\_\_\_\_  
Owner Signature (*Firma*)

\_\_\_\_\_  
Gulfshore Trucking witness



# 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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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

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

Employer identification number

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## 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 ▶

## General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov](http://www.irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# Multi-Carrier Owner/Driver Certification

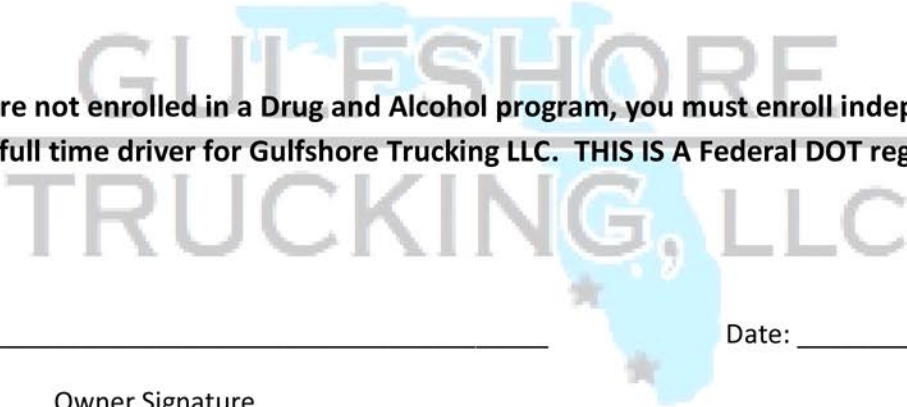
Owner: \_\_\_\_\_

Truck# \_\_\_\_\_

Driver: \_\_\_\_\_

I certify that I and/or my driver are enrolled in a Drug and Alcohol program with a full time employer or through a program I have enrolled in myself.

**\*\* If you are not enrolled in a Drug and Alcohol program, you must enroll independently or become a full time driver for Gulfshore Trucking LLC. THIS IS A Federal DOT regulation and law.**



X \_\_\_\_\_

Date: \_\_\_\_\_

Owner Signature

\_\_\_\_\_  
Printed Name

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