

**MATERIAL/PRODUCT HAULING SERVICE AGREEMENT**

This AGREEMENT is entered between Samson Construction, LLC DBA Samson Disposal whose principal place of business is located at 14419 Henry Rd Houston, TX 77060. (hereinafter referred to as "Company"), and \_\_\_\_\_, (hereinafter referred to as "Independent Contractor."). This Agreement shall commence upon the Effective Date and will continue without interruption until terminated in writing by either party.

**I. Recitals**

- A. Company is engaged in the construction of infrastructure such as roads, bridges and airport runways, as well as the manufacture of various aggregate and other materials and concrete products and desires to contract with independent Contractors to haul and deliver certain such materials and products.
- B. Independent Contractor is the owner of one (1) or more motor vehicles suitable for the transportation of materials and/or products and desires to contract with Company for the hauling and delivery of certain materials and/or products.
- C. Independent Contractor represents that it is capable and experiences in the hauling and delivering of materials and products.
- D. In consideration of the premises herein, and for other good and valuable consideration, Company and Independent Contractors mutually agree as follows.

**II. Tender of Materials and/or Products: Acceptance of Tender**

- A. Company agrees that, from time to time it will tender to Independent Contractor load(s) of materials and/or products for delivery by Independent Contractor. After the materials and/or products are loaded on his vehicle. Independent Contractor accepts full responsibility for their delivery, and in the event said load(s) is/are not delivered as specified, then Company may charge to account of Independent Contractor the value of said load (s)
- B. On the tender of a load( s) by Company, Independent Contractor shall be free to accept or reject the load(s) In the event Independent Contractor elects to accept for hauling any load(s) tendered by Company, then it is mutually agreed by and between the parties that the hauling or delivery of such load(s) as shall be accepted from Company by Independent Contractor shall be performed under and in accordance with the terms and provisions specified in this Agreement.
- C. This Agreement shall not be construed to obligate or require Company to tender to Independent Contractor any specified amount of materials and/or products or number of loads for hauling during any given period. This Agreement also shall not be construed to obligate or require Independent Contractor to accept any amount of materials and/or products or specified number of loads during any given period.

**III. Performance of Contract**

Company agrees to designate to Independent Contractor the place at which the vehicle(s) of Independent Contractor shall be loaded and to furnish all labor and equipment for the purpose of loading such vehicle(s) and further agrees to pay Independent Contractor for hauling and/or delivering such load(s) in accordance with the provisions with respect to payment set forth in this Agreement.

**IV. Furnishing of Vehicles**

- A. Independent Contractor agrees to furnish necessary vehicle(s) in good and safe operating condition, suitable for the hauling of the materials and/or loads tendered, and to furnish driver(s) qualified to operate Independent Contractor's vehicle(s), and all fuel, oil, lubricants, tires, and other accessories to such vehicle(s) and to

perform all repairs and maintenance. It is expressly understood and agreed that Company shall not be responsible or liable to Independent Contractor for any of the expense or cost of operation, maintenance, or repairs of such vehicle(s).

- B. It is expressly understood and agreed that the Company shall have no control over the selection of driver(s) of Independent Contractor's vehicle(s). The full cost and responsibility for recruiting, hiring, firing, terminating and compensating employee(s) and driver(s) of the Independent Contractor shall be borne by the Independent Contractor. Company shall have no control over the selection of driver(s) or employee(s) of Independent Contractor. The drivers(s) or employee(s) shall have commercial driver licenses.

**V. Compensation for Hauling**

Company will make payment to Independent Contractor in cash or by check in the amount due with respect to such load at the rate specified by the Company. Company reserves the right to pay Independent Contractor by joint check.

**VI. Relationship of Parties**

- A. It is the express intention of both parties that this Agreement shall not create an employer-employee relationship between the parties. Independent Contractor shall remain an independent contractor retained by the Company to provide the services called for herein. All personnel, agents, subcontractors, and/or employees supplied or used by Independent Contractor shall be deemed personnel, agents, subcontractors, and/or employees of Independent Contractor and shall never be deemed personnel, agents, subcontractors, and/or employees of Company for any purpose whatsoever.
- B. Independent Contractor maintains the sole right to and shall exercise all control, direction, and supervision over all personnel, agents, subcontractors, and/or employees supplied or used by Independent Contractor including the physical details of the work to be performed and the manner in which the work is performed.
- C. Independent Contractor agrees to not allow driver(s) to transport persons not engaged by Independent Contractor onto property where Company maintains any of its operations.

**VII. Indemnity and Provisions of Insurance**

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEPENDENT CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY COMPANY AGAINST AND FOR ALL LIABILITY, COSTS, EXPENSES, CLAIMS (INCLUDING BUT NOT LIMITED TO THOSE BASED IN NEGLIGENCE), AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE, WHICH COMPANY MAY AT ANY TIME SUFFER OR INCUR, OR BECOME LIABLE FOR BY REASON OF ANY DAMAGES OR INJURIES (INCLUDING DEATH) SUSTAINED EITHER TO THE PERSONS OR PROPERTY OF INDEPENDENT CONTRACTOR AND/OR ITS EMPLOYEES, AND/OR ITS SUBCONTRACTORS, AND/OR THE COMPANY AND/OR ITS EMPLOYEES AND/OR ANY THIRD PARTY, IN ANY MANNER BUT ONLY TO THE EXTENT ARISING OUT OF THE WORK PERFORMED BY INDEPENDENT

CONTRACTOR UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH INJURY OR DAMAGE WAS CAUSED IN WHOLE OR IN PART, TO ANY DEGREE BY THE ALLEGED NEGLIGENCE OF THE COMPANY NO REMEDY PROVIDED TO THE INDEPENDENT CONTRACTOR'S EMPLOYEES UNDER ANY APPLICABLE WORKERS' COMPENSATION ACT SHALL OPERATE TO CIRCUMVENT THE OBLIGATIONS DESCRIBED HEREIN THIS PROVISION SHALL SURVIVE THE COMPLETION OR TERMINATION OF THIS AGREEMENT.

- B. Independent Contractor further agrees to secure and maintain, during all times it is engaged in work under this Agreement, the following insurance.
  - 1. Commercial General Liability Insurance, providing coverage for both damage to property and injury to persons, expressly insuring Independent Contractor's indemnity obligations as referenced in Subsection VII-A, above in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate, and including coverage for losses falling within the "products-completed operations hazard.
  - 2. Commercial Auto Insurance, providing coverage for both damage to property and injury to persons, expressly insuring Independent Contractor's indemnity obligations referenced in Subsection VII-A, above, in an amount not less than \$1,000,000 combined single limit Commercial Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - 3. Excess Insurance, providing coverage for both damage to property and injury to persons over and above the coverages provided in Subsections VII-B1 and VII-B2 above in an amount not less than \$1,000,000.00 each occurrence or accident, and in the aggregate.
- C. Independent Contractor agrees to name the Company as an additional insured under each policy except Workers Compensation, on a primary and non-contributory basis, without restriction as to fault or liability Independent Contractor agrees to furnish the Company with Certificates of Insurance identifying each insurance carrier, evidencing Independent Contractor's compliance with the obligations as set forth herein and stating that the coverages afforded under the policies will not be canceled or terminated unless at least 30days written notice is provided to Company Independent Contractor further agrees that the insurance provided to the Company; as set forth herein shall not operate to preclude, circumvent or nullify any obligation assumed by it in Subsection VII-A above, to indemnify the Company for any loss or damage sustained to any person or property. The policies of insurance referred to herein shall contain a waiver of subrogation in favor of the Company.
- D. Independent Contractor agrees that all provisions of this Agreement, including the provisions outline in Subsections VII A. VII-B. and VII-C. herein, shall be required of any other entity with which Independent Contractor may decide to subcontract.

**VIII. Taxes, License Fees and Applicable Laws.**

- A. Independent Contractor agrees to make all deductions from payments to employees or agents of Independent Contractor, for all Social Security, unemployment or other taxes and deductions Independent Contractor shall make and render, in Independent Contractor's name, all applicable reports and payments of such sums so deducted as shall be required by any and all applicable federal and state laws.

List additional truck information in this space or on separate sheet.

- B. Independent Contractor further agrees to report and pay any and all license and transportation or other privilege taxes due or to become due with respect to performance under the terms of this Agreement.
- C. Independent Contractor represents and warrants to Company that the vehicle(s) used to haul load(s) under this Agreement are registered with the appropriate state and/or local authorities for the maximum weight permitted by law for said vehicle(s). Independent Contractor will indemnify Company for any damages suffered by Company as a result of the failure of the Independent Contractor to register said vehicle(s) for the maximum weight permitted by law.
- D. Independent Contractor agrees to comply with any and all rules, ordinances, statutes, regulations, orders, or decrees, that may be issued by any federal, state, or other authority that are in any manner applicable to the execution of this Agreement, including but not limited to the Texas Motor Carrier Safety Regulations and the Federal Motor Carrier Safety Regulations, as applicable.

**IX. Jurisdiction, Venue and Choice of Law**

This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Texas. The parties agree and consent to the exclusive jurisdiction of the courts of the State of Texas for all purposes regarding this Agreement and further agree and consent that venue for any action in any way related to this Agreement shall rest exclusively in Harris County, Texas. The parties agree to waive their right to a jury trial.

**X. Execution and Termination of Agreement**

- A. It is agreed that this Agreement is the complete and sole agreement between the parties and supersedes any and all prior negotiations, contracts and/or agreements between the parties.
- B. Any Revisions to this Agreement must be made in writing and executed by both parties.
- C. The failure of Company to exercise any right, power, or option provided hereunder, or to insist upon strict compliance by Independent Contractor with the terms herein, shall not constitute waiver of any term and/or condition of this Agreement.
- D. This Agreement shall commence upon the effective date the Agreement is executed in writing by both parties and will continue without interruption until terminated in writing by either party. This Agreement shall not be terminated by either party without first providing a 30-day written notice to the other party.

This Agreement is effective as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the Effective Date.

Samson Constructio, LLC

By \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

By \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Truck#: \_\_\_\_\_ License \_\_\_\_\_  
 Plate: \_\_\_\_\_  
 VIN: \_\_\_\_\_

(List more than one truck on space provided or separate page)

By signing this document, Independent Contractor agrees to provide copy of registration with written truck# to Company before payment will be released.

## Background Check Authorization

First name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last name: \_\_\_\_\_

Former Name(s) and Dates used: \_\_\_\_\_

Current Address: \_\_\_\_\_

Previous Address: \_\_\_\_\_

Previous Address: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Telephone: \_\_\_\_\_

Drivers License Number/State: \_\_\_\_\_

The information contained in this application is correct to the best of my knowledge.

I hereby authorize \_\_\_\_\_ and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/ investigative consumer report may include but is not limited to the following areas: verification of social security number, credit reports, current and previous residences; employment history, education background, character references; drug testing, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records.

I further authorize any individual, company, firm, corporation, or public agency to divulge any and all information, verbal or written, pertaining to me, to \_\_\_\_\_ or its agents. I further authorize the complete release of any records or data pertaining to me which or its individual, company, firm, corporation, or public agency may have, to include information or data received from other sources. \_\_\_\_\_ and its designated agents and representatives shall maintain all information received from this authorization in a confidential manner in order to protect the applicants personal information, including, but not limited to, addresses, social security numbers, and dates of birth.

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

### Notice to California, Minesota and Oklahoma Residents:

Please check the box below if you wish to receive a copy of a consumer report that is requested.

I wish to receive a copy of any Background Check Report on me that is requested.