



CalLEN TRUCKING, LLC

2525 Setter Court
Lancaster, OH 43130

Hauler Checklist

Company Name: _____

_____ Signed Sub Hauler Agreement

_____ Copy of Hauler's PUCO Operating Authority

_____ Signed W-9

_____ Certificate of Insurance naming Callen Trucking as an Additional Insured with a minimum liability coverage of \$1,000,000.

_____ Current Ohio Bureau of Workers' Compensation Certificate of Coverage (If applicable)

_____ Contact and Truck Information Sheet

CALLEN TRUCKING SUB HAULER AGREEMENT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Callen Trucking, LLC, hereinafter designated as **BROKER**, and _____, hereinafter designated as **HAULER**.

WHEREAS HAULER holds operating authority issued by the Public Utilities Commission of Ohio (Certificate No. _____) and desires to facilitate the transportation of goods for the **BROKER** and **BROKER** desires the facilitation of services of the **HAULER**, the parties have agreed to the following terms and conditions under which all such transportation shall be performed. The parties hereto hereby agree as follows:

1. **HAULER** shall receive from or for the **BROKER** such quantities of goods or products as may be tendered for transportation from the date herein agreed upon, and **HAULER** shall assure the **BROKER** that the equipment and labor required is in compliance with federal and state laws and meets requirements of the Federal Motor Carrier Safety requirements.
2. **HAULER** shall defend, indemnify, and save harmless **BROKER** from any and all claims for death or injury to persons or damage to property arising out of the transportation arranged by **HAULER**, and maintain insurance for **HAULER** and assure actual trucker's insurance required by laws, rules and regulations of all governmental bodies and agencies. The trucking company's insurance shall be primary to the **HAULER** and the **HAULER**'s insurance shall be primary to the **BROKER**. Any other coverage shall be excess, non-participating and non-contributory. **HAULER** shall evidence such insurance by furnishing a certificate from each trucking company naming **BROKER** and **HAULER** as additional insured's. In addition, **HAULER** shall furnish a certificate naming **BROKER** as Additional Insured for General Liability and Automobile Liability on a primary and non-contributory basis, including a Waiver of Subrogation and 30-day notice of cancellation. Certificates of Insurance acceptable to the **BROKER** shall be filed with the **BROKER** prior to the commencement of work.
3. It is the intention of the parties that the **HAULER** shall be an independent contractor for the **BROKER**, with the **HAULER** having the sole authority to control and direct the performance of the details of the work, with **BROKER** being interested only in the results obtained.
4. **HAULER** shall use only trucks, semi-tractors and trailers that are in good, safe and efficient operating condition at a standard consistent with compliance with the rules and regulations of the United States Department of Transportation.
5. **HAULER** shall have each truck use Daily Hourly or Daily Tonnage tickets to document work performed. Payments will only be made when supported by the appropriate daily ticket signed by authorized personnel of the Contractor. **HAULER** must submit all tickets to **BROKER** by the Saturday before 7:00 P.M. of the week that actual work was performed to get paid on time. Payments will be made within 30 calendar days from hauling date.

This CONTRACT shall continue until either party provides a 30-day written notice of termination.

(HAULER SIGNATURE)

(DATE)

(BROKER SIGNATURE)

(DATE)

