

CARRIER ONBOARDING PACKET Welcome to the Team!!

Required Documents

Independent Contractor Agreement

Carrier Code of Conduct

FMCSA Authority

Certificate of Insurance listing SOLVENT

LOGISTICS as a Certificate Holder

SOLVENT LOGISTICS 9805 Statesville Road Suite 6340 Charlotte, NC 28269

Completed W-9

Direct Deposit Form

Driver Roster

RETURN DOCUMENTS TO:

Email: carriers@solventlogistics.com

Fax: 910-300-9670



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made between **SOLVENT LOGISTICS INC** with a mailing address of **9805 STATESVILLE ROAD**, **SUITE 6340**, **CHARLOTTE**, **NORTH CAROLINA 28278** ("Client") AND

CO	ONTRACTED CARRIER:	
M(C#	
AD	DRESS:	("Contractor").
The	e Client and Contractor shall be known collectively as the "Parties".	
	HEREAS this Agreement shall be made effective on the day of	
	E PARTIES AGREE AS FOLLOWS: SERVICES PERFORMED. Contractor agrees to perform the following services as "Services"): a Freight transportation, in accordance with contracts and commitments provided by the proof of Delivery documentation (FMCSA) rules, policing the proof of Delivery documentation IMMEDIATELY following each delived by the provided Submit all Proof of Delivery documentation to accounting@solventlogistics. Begin to perform Services of Delivery documentation to accounting@solventlogistics. Begin the provided	vided by Client, cies, and procedures, every, if applicable,
2.	PAYMENT. In consideration for the Services to be performed by Contractor, Contractor in the following manner: a. Contractor will earn \$625.00 per day for Services performed, b. Contractor will be paid on a WEEKLY basis, beginning on the following F	

3. **EXPENSES**. Contractor agrees to cover all expenses incurred while performing the Services, including, but not limited to, Fuel, Equipment Repair.

c. Contractor will Invoice Client every Monday for Services rendered the prior week

- 4. **MOBILE DEVICE REQUIREMENTS**. Contractor is required to install the following mobile applications to provide the Services required by this Agreement:
 - a. Amazon Relay load board for Amazon freight
 - b. AdobeScan or comparable tool scanning tool for uploading proof of delivery documentation
- 5. **INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:
 - a. The Services required by this Agreement shall be performed solely by the Contractor, and Contractor shall not subcontract another Contractor to perform the Services.



- b. Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed, taking into consideration the Client's commitments and contracts for freight delivery.
- c. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the Services required by this Agreement.
- d. Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.
- 6. **BUSINESS LICENSES, PERMITS, and CERTIFICATES.** Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the Services to be performed under this Agreement.
- 7. **STATE AND FEDERAL TAXES.** Client SHALL NOT Withhold FICA (Social Security and Medicare taxes) from Contractor's remittance or make FICA payments on Contractor's behalf; Make state or federal unemployment compensation contributions on Contractor's behalf; OR Withhold state or federal income tax from Contractor's payments.
 - Contractor shall pay all taxes incurred while performing Services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.
- 8. **FRINGE BENEFITS.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health benefits, vacation pay, sick pay, or other fringe benefit plan provided by Client.
- UNEMPLOYMENT COMPENSATION. Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work or Services performed under this Agreement.
- 10. WORKERS' COMPENSATION. Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before their employees begin work.
- 11. **LIABILITY INSURANCE.** Contractor shall provide Liability insurance coverage, and maintain the following coverage, during the entire term of this Agreement:
 - a. **AUTOMOBILE LIABILITY** insurance coverage for each vehicle used in the performance of this Agreement in the amount of \$1,000,000, combined single limit per occurrence for bodily injury and property damage.
 - b. CARGO DAMAGE insurance coverage in the amount of \$100,000 for physical damage.
 - c. TRAILER INTERCHANGE coverage in the amount of \$30,000 for trailer damage.



- 12. **INDEMNIFICATION.** Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing Services under this Agreement in the case of gross negligence on behalf of the Contractor.
- 13. **TERM OF AGREEMENT.** This Agreement will become binding on the Effective Date after being signed by both Parties. This Agreement will automatically renew annually on the Effective Date, unless termination has been requested by either Party.
- 14. **TERMINATING THE AGREEMENT.** With reasonable cause, either Client or Contractor may terminate this Agreement. Reasonable cause includes: A material violation of this Agreement or Any act exposing the other party to liability to others for personal injury or property damage. Client or Contractor can terminate this Agreement by providing written notice to the other Party, with a minimum of two (2) weeks notification.
- 15. **SEVERABILITY.** Either party may terminate this Agreement for cause by providing the other party written notice if the other party: is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching party; engages in any unlawful business practice related to that party's performance under the Agreement; or files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.
- 16. **EXCLUSIVE AGREEMENT.** This is the entire Agreement between Contractor and Client.
- 17. **MODIFYING THE AGREEMENT.** This Agreement may be modified only in writing and signed by both parties.
- 18. **RESOLVING DISPUTES.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in MECKLENBURG County, State of NORTH CAROLINA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in MECKLENBURG County, State of NORTH CAROLINA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.
- 19. **CONFIDENTIALITY.** Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform Services on Client's behalf.

Proprietary or confidential information includes:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of; Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes,



computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's Services to Client.

20. **APPLICABLE LAW.** This Agreement shall be governed under the laws in the State of North Carolina, without giving effect to conflict of laws principles.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

CLIENT:	CONTRACTOR:	
Solvent Logistics Inc		
Signature	Signature	
DeShayne Thomas, President Printed Name and Title	Printed Name and Title	
Date	Date	
Address: 13000 South Tryon Street, Ste F-194 Charlotte, NC 28278	Address:	
Phone: 980-202-7799	Phone:	
Fax: 910-300-9670 Email: service@solventlogistics.com	Fax:	
	Email:	_



CARRIER CODE OF CONDUCT AMAZON DEDICATED FREIGHT PROGRAM

Carrier Performance Score (CPS)

Amazon maintains a Performance Score for each Carrier. The Carrier Performance Score (CPS) is very important to the longevity of the Dedicated Freight Program participation. All Carriers must protect the Score in order to be allowed to remain in the program.

The CPS is broken down into two areas:

Tender Acceptance – 40%

On-Time to Destination – 60%

The CPS is calculated each week for a rolling six-week block.

Any Carrier with 3 or more VIOLATIONS against their CPS, within a six-week time block, will be removed from the program.

Here is the list of **VIOLATIONS**:

- On-Time Performance Score falls below 90%
- 3 Tender rejections within a six-week time block
- Less than 24 Hour notice of Time Off

No Call No Show – <u>Driver</u> will be automatically removed from the program.

Carrier Signature:					
-					
Printed Name:					
Date:					



Direct Deposit Authorization Form

Please print and complete ALL the information below. Name: Address: City, State, Zip: (123456789) (1234567891011) (0259) Account Check Number Number Number (1-17 digits) (do not include) Name of Bank: Account #: 9-Digit Routing #: **Type of Account**: (Check One) _____ Checking _____ Savings Attach a voided check for each bank account to which funds should be deposited (if necessary) SOLVENT LOGISTICS INC is hereby authorized to directly deposit payment for independent carrier services to the account listed above. This authorization will remain in effect until modified or canceled in writing. Authorized Carrier Signature: _____

Printed Name: _____

Date: ___



DRIVER ROSTER

Please enter the following driver Information to be added to the Amazon Driver Roster.

DRIVER NAME	MOBILE NUMBER	EMAIL ADDRESS