



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into on this [Insert Date], by and between Yes We Can Transportation LLC, located at 3828 Murfreesboro Road, Lebanon, Tennessee 37090 (“Client”), and [Insert Contractor Name], with a principal address at [Insert Contractor Address] (“Independent Contractor”).

1. Services Provided

The Independent Contractor agrees to provide transportation services for Yes We Can Transportation LLC, including but not limited to:

- Operating and driving trucks and trailers assigned by the Client
- Transporting freight safely and in compliance with all federal, state, and local regulations
- Performing timely deliveries and pickups as scheduled
- Communicating with dispatch and maintaining a professional attitude
- Submitting required documentation such as bills of lading, trip sheets, fuel receipts, and inspection reports
- Completing pre-trip and post-trip inspections daily using the Whiparound app
- Following all company policies, safety procedures, and DOT regulations
- **All truck defects and breakdowns must be submitted on Whiparound as soon as the defect is found**



2. Work Schedule

The Independent Contractor shall be on the road for seven (7) to fourteen (14) days and return home over the weekend unless agreed otherwise. If the Contractor opts to return home without a load, fuel expenses will be the Contractor's responsibility.

3. Compensation

- The Contractor will be compensated at 30% of the gross load revenue, provided all deliveries are on time and paperwork is complete.
- If performance criteria are met, a 5% Safety Bonus may be awarded for maintaining a Safety Score of 90 or above, as detailed in Annex C.
- Loads delivered from Sunday to Saturday are paid the following Friday via direct deposit.

Additional Performance and Incentive Bonuses:

- **Quarterly Safety & Maintenance Bonus:** \$250 awarded quarterly for maintaining excellent safety and vehicle maintenance practices.
- **DOT Inspection Bonuses:**
 - \$250 for a clean Level 1 DOT inspection
 - \$100 for a clean Level 2 or Level 3 DOT inspection



- **Sign-On Bonus:** \$500 paid to new drivers at \$100 a week for 5 weeks.
- **Referral Bonus:** \$1,000 total, paid in four monthly installments of \$250, once the referred driver is hired and remains active.
- A Driver Referral Bonus is also available, offering either:
 - 2% of the referred driver's gross load revenue
 - OR a one-time \$1000 payment paid in four monthly installments of \$250, once the referred driver is hired and remains active.

4. Detention and Layover Pay

- **Detention Pay:** If a driver is detained at a shipper or receiver beyond two (2) hours past the scheduled appointment time, detention pay will apply if approved by the broker or customer, billed in one-hour increments, with proper documentation on Truckpedia and approval.
- **Layover Pay:** Layover pay will be paid only when the truck is loaded. No layover pay will be paid when dispatch is actively searching for a load. All layover pay must be approved in advance by dispatch.

5. Independent Contractor Status



The Contractor acknowledges that they are an independent contractor and not an employee of Yes We Can Transportation LLC. This Agreement does not create a partnership, joint venture, or employer-employee relationship.

6. Term and Termination

This Agreement shall commence on the date written above and remain in effect unless terminated by either party with 14 days' written notice. Immediate termination may occur if:

- The Contractor is late on three occasions (if proven to be their fault)
- The safety camera is covered while the vehicle is in motion
- The Electronic Logging Device (ELD) is not used
- Pre or post-trip inspections are repeatedly missed (\$25 deduction per incident)
- A positive result is returned on a drug test or the test is refused (see Annex C)

7. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state, and local laws, including FMCSA and DOT regulations. A pre and post trip must be performed with the Whiparound app.

8. Equipment & Deductions



All equipment (truck, trailer, fuel card, tablet, fridge, microwave, charger, first aid kit, oil, coolant, etc.) provided by the Client must be returned in working condition. Failure to return items may result in deductions from final settlement or prosecution. See Annex B.

Orientation transportation paid but will be deducted from last settlement if under 3 months

9. Fuel Receipts

The contractor must submit fuel receipts daily. Failure to submit will result in deductions from pay.

10. Insurance

Workman's compensation is not provided; the Contractor may choose to obtain it independently.

11. Other Business Activity

Contractor shall not solicit the Client's employees, clients, or accounts during the contract period.

12. Force Majeure

The Agreement may be terminated immediately due to illness, death, or other Acts of God.

13. Assignment

This Agreement may not be assigned without written consent of both parties.

14. Notices

All notices must be in writing and delivered personally or by certified mail to the addresses stated above.



15. Governing Law

This Agreement is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

Client Signature: _____

Print Name: Christopher Holmshaw

Title: CEO / Owner

Date: _____

Contractor Signature: _____

Print Name: _____

Title: Contractor Driver

Date: _____



ANNEX A: Acknowledgement of Payment

As an Independent Contractor of Yes We Can Transportation LLC, I acknowledge receipt of 30% of the gross load revenue via direct deposit payments.

Signature: _____

Print Name: _____

ANNEX B: Settlement Deduction Authorization

I acknowledge responsibility for all equipment provided by Yes We Can Transportation LLC. I agree that the company may deduct the cost of lost or damaged equipment from my final check. The final check will be mailed to the address we have on file once the vehicle has been checked and certified to management.

Signature: _____

Date: _____

ANNEX C: Drug Testing Policy (Random Testing)

See attached policy outlining:

- Random selection procedures



- Substances tested
- Testing methods
- Consequences for refusal or positive results
- Rights to retest at Contractor's expense

ANNEX D: Consent to Enter Private Property

I authorize Yes We Can Transportation LLC to enter my property to retrieve company equipment if necessary. This consent remains valid until all items are recovered.

Signature: _____

Date: _____