



3828 Murfreesboro Road

Lebanon, TN 37090

**LEASE AND SUBHAUL CONTRACT WITH INDEPENDENT
CONTRACTOR**

Effective Date: _____

Lessor Name: _____

Tax ID / SSN: _____

Vehicle Description: _____



1. Purpose of This Agreement

This Agreement is between Yes We Can Transportation LLC (“Carrier”) and the independent truck owner/operator (“Contractor” or “Lessor”) who is leasing their vehicle to haul freight for the Carrier. The Contractor is not an employee of the Carrier. The relationship is independent contractor only, except where federal regulations require otherwise.

2. Compensation

The Carrier agrees to pay the Contractor:

- 88% of the gross Rate Confirmation (RateCon) amount for each completed trip.
- All loads completed Sunday through Saturday are paid the following Friday once all required trip documents are received.
- Detention pay: After 2 hours, at the broker’s set rate. Detention times will be recorded via the TMS software only (mark the arrive and depart time on the TMS)
- Layover pay: \$150 per 24 hours, if approved by broker.

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.

A Driver Referral Bonus, offering either:

1% 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.



3. Contractor Responsibilities

The Contractor must:

- Provide and maintain a safe DOT Compliant, fully operational truck and trailer.
- Give daily location updates after loading/unloading using the TMS software App
- Complete pre- and post-trip inspections via Whiparound (fine: \$25 for missed inspections).
- Maintain DOT compliance logs daily.
- Submit maintenance logs by the 15th of each month.
- Report accidents, citations, and cargo issues immediately.
- Follow all pickup/delivery schedules and maintain professional customer interactions.
- Provide quarterly vehicle inspections.
- Adhere to federal DOT rules at all times.
- Operating Under the influence: Driver shall not operate the equipment under the influence of alcohol, amphetamines, any narcotic drug, any formulation of an amphetamine or any derivative of any narcotic drug.
- Traffic Citations: Driver shall immediately notify Carrier's safety director of any and all traffic citations for moving violations.
- Theft: The driver shall not commit theft or dishonesty of any kind.
- Damage: Driver shall not willfully damage Carrier's equipment and shall report any damage of the equipment to Carrier.
- Contractor agrees to comply and to instruct Driver to comply with the following rules and regulations of Carrier. Repeated failure to comply with these rules and regulations will result in termination of this Agreement.
 1. Understand and carefully follow all dispatch instructions.
 2. Meet scheduled deliveries and pick-ups at the appropriate time.
 3. Do not have damages or shortages.
 4. Maintain professional customer relations at all times.
 5. Have equipment inspected according to the requirements of state, local, and federal agencies.
 6. Maintain proper brake adjustment of all vehicles at all times.



4. Expenses

The Contractor is responsible for:

- Fuel, maintenance, and repairs.
- Tolls and fines.
- Vehicle Insurance deducted \$320 weekly.
- \$1,000 insurance deductible per claim.
- Trailer Rental deducted weekly when applicable.
- ELD software,

The Carrier will cover base plates, permits, and IFTA filings, with costs deducted from settlements when applicable.

5. Liability & Risk

The Contractor is responsible for cargo from pickup until delivery, including shortages, damage, or loss, unless caused by factors beyond their control.

The Contractor must protect the Carrier from claims, fines, or costs caused by the Contractor's actions or those of their employees.

6. Termination

This Agreement may be ended by either party with 30 days written notice, or immediately for serious violations such as unsafe driving, DUI, falsifying records, theft, or failure to report incidents.

Upon termination, the Contractor must return all company property and remove Carrier branding within 24 hours. A \$100/day penalty applies for non-compliance.

7. Legal & Enforcement

- Governed by Tennessee law.
- Contractor covers Carrier's attorney's fees if the Contractor is at fault in legal disputes.



- If any part of this Agreement is invalid, the rest remains enforceable.

- Where it is necessary for the complete performance of transportation services required by this Agreement, Contractor or his agents or employees, if any, shall load and/or unload freight onto and/or from the motor vehicle.
- Compensation for loading and unloading services described above shall be included within the total amount of compensation paid by Carrier to Contractor,
- Contractor agrees to meet Carrier's scheduled pickup and delivery appointment times while allowing time for the proper rest and compliance with all governmental regulations. In the event that due to Contractor negligence said pickup and/or delivery times are not met, the Carrier reserves the right to penalize the Contractor assessment fines of \$250 per day.
- Payment shall be made every Friday after submission to the Carrier of all the following: necessary delivery receipts, trip manifests, trip lease or interchange agreements (where applicable), fuel receipts, driver's logs, and detention forms properly endorsed by the shipper, consignee, and driver. Any exceptions so noted on the delivery receipt by the consignee at the time of delivery shall be cause to withhold payment to the Contractor by the Carrier pending investigation and resolution of noted exception.
- Carrier, at its option, may deduct from any payment otherwise due the Contractor hereunder all or any part of any amount for which Contractor is then indebted to Carrier or any of its affiliate companies.
- All pay, benefits, and working conditions of Contractor and/or Contractor's employees are a matter of agreement solely between Contractor and Contractor's employees.
- Carrier shall have no obligation or responsibility to Contractor or Contractor's employee, agents, or servants for any fine, cost, or expense incurred by Contractor or any of Contractor's employees by reason of Contractor's failure to have proper markings on his equipment, or by reason of an violation of Contractor or Contractor's employees of any laws, rules, ordinances, or regulations of any and all governmental authority.



Acknowledgment & Signatures

By signing below, both parties agree to the terms in this Owner Operator Agreement.

Lessor Name: _____ Date: _____

Lessor Signature: _____

Carrier Representative: _____ Date: _____

Carrier Signature: _____