



14426 Huntingfield Drive  
Orlando, FL 32824  
MOBILE (561)562-1484 OFFICE (863) 270-6077  
EMAIL: [jwglogisticllc@gmail.com](mailto:jwglogisticllc@gmail.com)

**REQUIREMENTS AND CHECKLIST:**

- Workers Compensation Insurance**
- Exemption Certificate (Expired Date: \_\_\_\_\_)**
- Automobile Liability Insurance \$500,000**

(JWG INVESTMENTS LLC must be listed as additional insured with **WAIVER OF SUBROGATION** APPLIES IN THEIR FAVOR and send certificate directly to us from insurance carrier. If you have more than 1 truck on the policy have your agent list each truck VIN on the copy of the policy which you will be providing to us).

- W9 Form**
- Copy of Driver's License**
- Copy of Current Truck(s) Registration**
- Social Security Card (Owner)**
- Federal I.D. Card**

Additional: For each truck, provide us with truck identification number, make model & color And full name of the driver assigned to drive the truck.

**ALL WEEKLY SHEET/INVOICE MUST BE COMPLETED AND DROP WITH TICKETS NO LATER THAN 10:00AM FRYDAY MORNING.**



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**OWNER AND DRIVER INFORMATION**

Circle one: TRUCK TRAILER OR TRI AXEL

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone No/Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Social Security Number or Tax Identification Number: \_\_\_\_\_

**DRIVER INFORMATION:**

Name: \_\_\_\_\_

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

Driver's License #: \_\_\_\_\_ Truck #: \_\_\_\_\_

**DRIVER INFORMATION:**

Name: \_\_\_\_\_

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

Driver's License #: \_\_\_\_\_ Truck #: \_\_\_\_\_



**INDEPENDENT CONTRACTOR OPERATING AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between:

JWG INVESTMENTS LLC. (“CARRIER” ) whose address is 14426 Huntingfield Drive ,  
Orlando, FL 32824 and \_\_\_\_\_

(“INDEPENDENT CONTRACTOR” ) whose address is \_\_\_\_\_

The effective date of this agreement is from \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

This agreement is automatically cancelled when INDEPENDENT CONTRACTOR fails to render motor transportation services for CARRIER without sufficient prior notifications and CARRIER authorization.

THIS AGREEMENT hereby cancels all previous Operating Agreements between CARRIER and INDEPENDENT CONTRACTOR. The terms and conditions of this Agreement are as follows:

**WITNESSETH:**

WHEREAS, the CARRIER and interstate and intrastate for-hire motor common and contract carrier, desires to transport sand, clay, soil cement, gravel and other materials by truck utilizing entirely independent contractor, free from any carrier control or direction under this Agreement or in fact, not specifically required by law:

WHEREAS the INDEPENDENT CONTRACTOR is separately and independently engaged in the business of transporting freight by truck on behalf of the public desires to retain full control and direction of all aspects of INDEPENDENT CONTRACTOR'S business, under this Agreement and in fact, to the full extent permitted by law:

WHEREAS, the CARRIER and INDEPENDENT CONTRACTOR intend to create, by means of the Agreement and to maintain at all times during its performance, a relationship of CARRIER and INDEPENDENT CONTRACTOR and not a relationship of employer and employee:

WHEREAS the CARRIER and INDEPENDENT CONTRACTOR desire to enter into this Agreement for the purpose of carrying out the foregoing purpose and intent of the parties.

NOW, THEREFORE in consideration of the mutual covenant and agreements contained herein the parties Mutually agree as follows:

**1. EQUIPMENT**

INDEPENDENT CONTRACTOR, for the compensation set forth herein, agree to furnish to CARRIER for the operation of CARRIER'S business the above described equipment owned by INDEPENDENT CONTRACTOR.

2. INDEPENDENT CONTRACTOR, for the compensation set forth herein shall use the equipment, more specifically described in Paragraph 1 above (the “Equipment” ) attached hereto and provide any necessary labor to transport, load and unload on behalf of members of the public CARRIER is authorized to service and freight CARRIER may make available to the INDEPENDENT CONTRACTOR. The CARRIER agrees to make freight available for transportation by the INDEPENDENT CONTRACTOR and to make every reasonable effort to tender sufficient freight to keep the Equipment in reasonable regular use: provided,

however, CARRIER does not guarantee any specific number of miles, loads or amount of freight for transportation by the INDEPENDENT CONTRACTOR at any particular place.

3. CARRIER and INDEPENDENT CONTRACTOR shall comply at all times with all laws and regulations governing performance including, but not limited to, in the case of CARRIER, all regulations of the Interstate Commerce Commission (the "Commission" ) promulgated for the protection of independent contractors, commonly referred to as the "Truth in Leasing Regulations," found at 49 C.F.R. s1057.12 (a), (b), (c), paragraphs 1, 2,3, (d), (e). All operating expenses of any kind whatsoever included, but not limited to, but to comply with C.F.R. s1057.12 s (e) and incorporated in this Agreement either in fact or by reference. Compliance by the parties shall be subject at all times to verification upon reasonable request.

4. The CARRIER shall settle with INDEPENDENT CONTRACTOR, as provided by Exhibit "A" within fifteen (15) days following the receipt by the Corporate Office of the CARRIER from the INDEPENDENT CONTRACTOR to the CARRIER of all necessary delivery documents and other paperwork showing full and proper performance of all the terms of this Agreement on each trip. The documentation of the trip must be received in the CARRIER'S Corporate Office by 10:00 a.m. on SATURDAY in order to be paid the following FRIDAY, unless it is the first time working with the CARRIER then the first payment will be made two weeks after submitting first documentation of trip. INDEPENDENT CONTRACTOR shall promptly submit any additional documents required by law of CARRIER.

5. Without waiving any rights or remedies it may have against INDEPENDENT CONTRACTOR under the terms of this Agreement. CARRIER'S use of the Equipment for the duration of this Agreement shall be governed by 49 C.F.R. s1057.12 © (1) and (2) of the INDEPENDENT CONTRACTOR. Lease and Interchange Regulations.

6. INDEPENDENT CONTRACTOR shall determine the manner, means and methods of performance of all transportation services provided and shall retain all responsibility for:

- (A) The wages, hours, working conditions, management, supervision and all other aspects and requirements of any kind whatsoever related to any necessary labor.
- (B) Selecting, purchasing, financing, maintaining and operating the Equipment.
- (C) Selecting all routes, loading and unloading and weighing and measuring all loads. The INDEPENDENT CONTRACTOR will have the direct responsibility to ensure that the vehicle is not overweight or over axle weight and to ensure that the vehicle is properly secured with sufficient straps, chains, binders, tarps, etc.
- (D) All operating expenses of any kind whatsoever, including, but not limited to:
  - 1. Cost of fuel
  - 2. Fuel taxes
  - 3. Tolls
  - 4. Ferry fees
  - 5. Apportioned base plates
  - 6. Equipment maintenance and repairs
  - 7. Road taxes
  - 8. Mileage taxes
  - 9. Fines of all types, except as otherwise provided by 49 C.F.R.s1057.12(c)
  - 10. All other levies or assessments related either directly or indirectly to INDEPENDENT CONTRACTOR'S operation of the equipment or performance of this Agreement.

(E) INDEPENDENT CONTRACTOR will purchase all required permits to include fuel permit required to operate legally within CARRIER'S operating system.

7. The INDEPENDENT CONTRACTOR has and shall retain sole financial responsibility for all Worker's Compensation, withholding and employment taxes due to federal, State or Local governments on account of INDEPENDENT CONTRACTOR, its drivers, drivers' helpers and other workers necessary for the performance of the INDEPENDENT CONTRACTOR'S obligations under the terms of this Agreement. The INDEPENDENT CONTRACTOR agrees to save, defend, indemnify and hold harmless the CARRIER from any claim by INDEPENDENT CONTRACTOR, its drivers, drivers' helpers and other workers used by the INDEPENDENT CONTRACTOR, or by any Federal, State or local governmental agency, on account of wage, industrial accident or Worker's Compensation claims, withholdings and employment taxes or any other actions of INDEPENDENT CONTRACTOR, including actions arising from the INDEPENDENT CONTRACTOR'S relationship with its employees. It is further agreed that any property damage or bodily injury sustained by or caused by unqualified drivers or unauthorized passengers will be the sole responsibility of the INDEPENDENT CONTRACTOR. To fulfill INDEPENDENT CONTRACTOR'S obligations under this Paragraph 7, INDEPENDENT CONTRACTOR agrees to:

- A. Maintain in force at all times proper Worker's Compensation Insurance coverage covering INDEPENDENT CONTRACTOR and all drivers, drivers' helpers and laborers used by it in the performance of this Agreement:
- B. File all Federal, State and local income withholding and employment and Federal Highway Use Tax forms and returns which it may be required by law to file, on account of INDEPENDENT CONTRACTOR and all drivers, drivers' helpers and laborers used by INDEPENDENT CONTRACTOR in the performance of this Agreement at the time and place which may be specified in the applicable Federal, State and local laws and to pay when due all taxes and contributions reported in such forms and returns.
- C. Furnish CARRIER with such evidence of compliance with the foregoing as CARRIER shall reasonably require and
- D. It is further understood and agreed that CARRIER may, but shall not be required to, deduct a reasonable amount each month for Worker's Compensation unless INDEPENDENT CONTRACTOR furnishes a current certificate of Worker's Compensation Insurance coverage to CARRIER. This deduction shall be itemized upon each settlement sheet to INDEPENDENT CONTRACTOR. This amount will be charged on the specified Equipment only, regardless of the number of drivers on stated Equipment.

8. CARRIER is legally obligated to maintain insurance coverage for the protection of the public pursuant to 49 U.S.C. 10927 and regulations of the Commission.

INDEPENDENT CONTRACTOR shall purchase and maintain insurance with respect to public liability and property damage for a combined single limit of not less than five Hundred Thousand Dollars (\$500,000.00).

INDEPENDENT CONTRACTOR shall provide the CARRIER with a Certificate of Insurance naming JWG INVESTMENT LLC. as an Additional Insured, evidencing the coverage required which shall provide that said coverage shall not be altered or cancelled without at least (10) days prior written notice to the CARRIER.

9. In the event either party commits a material breach of any of the terms of this Agreement, the other party shall have the right to terminate this Agreement immediately and hold the party committing the breach liable for damages resulting from said breach. Material breach shall include, but shall not be limited to, failure to comply with all laws and regulations governing performance, failure to maintain insurance required hereunder, failure to exercise all diligent efforts to conduct operations to assure continued customer satisfaction, failure to provide the notice required before electing to go out of service, or failure to perform any other duty required under this Agreement. Waiver by CARRIER of any breach of this Agreement by INDEPENDENT CONTRACTOR shall not operate as a waiver of any other breach or of the same breach in the future.

10. The lease Agreement may be cancelled by the CARRIER immediately by written notification for the following conditions:

- A. Accumulation of insurance points for violation of moving traffic violation convictions as prescribed by auto liability insurance carrier.
- B. Violation of company drug/alcohol policy
- C. Violation of Federal or State regulations which disqualify a commercial driver operating a vehicle in excess of 26,000 lbs. and/or loss of driving privileges such as suspensions or revocations.
- D. Refusal of dispatch assignment
- E. Insubordination
- F. Conviction of any felony involving a commercial motor vehicle

11. The INDEPENDENT CONTRACTOR may take himself "out-of-service" prior to dispatch provided however, INDEPENDENT CONTRACTOR notify CARRIER in advance of this intention to elect "out-of-service" status. Such notice shall be given by INDEPENDENT CONTRACTOR at the time of his immediately preceding dispatch. Any losses incurred by CARRIER due to rejection by

INDEPENDENT CONTRACTOR of loads that have been accepted shall be borne by INDEPENDENT CONTRACTOR.

The policy with respect to INDEPENDENT CONTRACTOR operating out of system of CENTRAL dispatch is as follows:

Any INDEPENDENT CONTRACTOR desiring to leave the system temporarily to haul for another carrier and not involve himself in JWG INVESTMENT dispatch will have to have inform BRYAN CAMACHO directly of this decision so that he will not include them in his schedule. This is to ensure that the schedule is not disrupted due to no show when dispatch is given. In addition, the following rules must be adhered to:

- A. All freight must be billed by CARRIER and in turn CARRIER will settle with the INDEPENDENT CONTRACTOR.
- B. All drivers must call into JWG INVESTMENT dispatch on all loads giving dispatch their hours or

service, origin and pick-up of each load.

- C. All checks from customers must come directly to CARRIER and not through the INDEPENDENT CONTRACTOR.
- D. Any operator found hauling freight on his own without going through the proper channels will have the Agreement cancelled.

12. In the event the INDEPENDENT CONTRACTOR fails to complete a trip, abandons shipment or otherwise subjects CARRIER to liability, directly or indirectly related to INDEPENDENT CONTRACTOR'S failure to perform or to perform adequately CARRIER shall have the right to complete performance in any manner or method it sees fit, using the equipment or substituted equipment and INDEPENDENT CONTRACTOR shall be liable to CARRIER for any and all costs, losses or damage that the CARRIER may incur.

13. The U.S. Department of Transportation Federal Motor Carrier Safety Regulations found at 49 C.F.R. 396 et seq. specifies that all motor vehicles subject to an INDEPENDENT CONTRACTOR Operating Agreement be subjected to systematic inspections and repairs. INDEPENDENT CONTRACTOR hereby agrees that pursuant to said regulations he shall at such times as CARRIER may reasonably require but an INDEPENDENT CONTRACTOR'S sole cost, cause the equipment to be inspected at such facilities as CARRIER shall have approved (such approval not to be unreasonably withheld) and to effect needed repairs. INDEPENDENT CONTRACTOR hereby specifically authorizes CARRIER to deduct from any compensation otherwise due INDEPENDENT CONTRACTOR and to forward to said facility the cost of said inspection as determined by invoice.

INDEPENDENT CONTRACTOR recognizes and acknowledges that CARRIER is not a guarantor or INDEPENDENT CONTRACTOR'S obligation to any said inspection facility and CARRIER shall not be held responsible for any failure to make said deduction.

INDEPENDENT CONTRACTOR agrees to provide properly qualified drivers subject to the approval of CARRIER'S minimum requirements for drivers.

The U.S. DEPARTMENT OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY REGULATIONS further provides that any individual that uses a "Schedule 1" drug is not medically qualified to drive a commercial motor vehicle and that a motor carrier shall not permit unqualified individual to drive.

In order to assure that any drivers provided under this Agreement are and remain medically qualified to drive, INDEPENDENT CONTRACTOR shall at such times as CARRIER may require but at INDEPENDENT CONTRACTOR'S sole cost, cause driver provided by INDEPENDENT CONTRACTOR hereunder (including INDEPENDENT CONTRACTOR) to undergo physical examinations and/or be drug tested at facilities and using such methods as CARRIER shall have approved (such approval not to be reasonably withheld). INDEPENDENT CONTRACTOR hereby specifically authorize CARRIER to deduct any compensation otherwise due to INDEPENDENT CONTRACTOR and to forward to said facility the cost of said examination and drug testing as determined by invoice. INDEPENDENT CONTRACTOR recognizes and acknowledges that CARRIER is not guarantor of INDEPENDENT CONTRACTOR'S obligations to said facility and CARRIER shall not be held responsible for any failure to make said deduction.

14. In the event the INDEPENDENT CONTRACTOR has leased more than one vehicle to CARRIER, whether under this or any other agreement CARRIER, INDEPENDENT CONTRACTOR hereby specifically



authorize CARRIER to commingle the accounts with respect to said vehicles. CARRIER may set off any amounts owing with respect to any INDEPENDENT CONTRACTOR vehicle against amounts otherwise due with respect to other INDEPENDENT CONTRACTOR vehicles.

15. This Agreement shall be governed by the Laws of the State of Florida as to interpretation and performance. All legal action involving this Agreement shall be brought in Orange County, Florida. The parties intend to create by this Agreement and relationship of CARRIER and INDEPENDENT CONTRACTOR and not an EMPLOYER-EMPLOYEE relationship. Neither the INDEPENDENT CONTRACTOR nor its employees are to be considered employees of the CARRIER at any time under any circumstances or for any purpose. Neither party is the agent of the other nor shall neither party have the right to bind the other by contract or otherwise except as herein specifically provided.

This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

16. COMPENSATION: It is mutually agreed that for each motor vehicle used by JWG INVESTMENT LLC. under this agreement JWG INVESTMENT LLC. shall pay to the INDEPENDENT CONTRACTOR price as agreed to by both parties for material transported on the INDEPENDENT CONTRACTOR'S vehicle.

17. SURETY BOND The INDEPENDENT CONTRACTOR shall post a Surety Bond for \$1,000.00 to be used for any loss resulting from shortage, lost or damaged cargo while in the possession of INDEPENDENT CONTRACTOR, his agents or employees. The \$1,000.00 Surety bond shall also cover motor vehicle accidents resulting in any property damage from actions of INDEPENDENT CONTRACTOR, his agents or employees.

CARRIER and INDEPENDENT CONTRACTOR shall comply at all times with all laws and regulations governing performance in complying with Surety Bond Sections 49 C.F.R. 1057, 1057.11, (k) (1), (2), (3), (i), (ii), (4), (5), (6).

18. TERMINATION OF AGREEMENT Notwithstanding anything herein to the contrary, in the event that either party commits a material breach of this Agreement the other party shall have the right to terminate this Agreement and hold the party committing the breach liable for any damages arising from said breach. "Material breach" shall include, but shall not be limited to, failure to maintain insurance required hereunder, failure to exercise all diligent efforts to conduct operations to assure continued customer satisfaction, failure to provide the notice required hereunder before electing to go out of service, failure to perform any other duty required under this Agreement. Waiver by CARRIER of any breach of this Agreement by INDEPENDENT CONTRACTOR shall not operate as a waiver of any other breach or of the same breach in the future. In addition to the foregoing, this Agreement may be terminated by the CARRIER immediately by written or verbal notification to INDEPENDENT CONTRACTOR in the event of the following:

- A. Refusal of a dispatch assignment.
- B. Insubordination.
- C. Violation of company drug/alcohol policy or failure to take a drug or alcohol related test as stated herein.
- D. Conviction of "driving while impaired" or conviction of any felony involving a motor vehicle
- E. Any loss of driving privilege, including loss by reason of physical or mental impairment or suspension or revocation of driver's license.

- F. Violation of any federal or state regulations that results in disqualification of a commercial driver operating a vehicle in excess of 26,000 pounds.
- G. Failure to provide the following documents in the time frame indicated:
  - (1) Lease Agreement, copy of driver's license, insurance, copy to TIN/Social Security Card, driver information if owner will not be driver.
  - (2) Trip sheet to be handed in by 10 am on SATURDAY end of worked week

19. The INDEPENDENT CONTRACTOR may not assign its rights and responsibilities hereunder without the prior written consent of the CARRIER.

20. The INDEPENDENT CONTRACTOR shall defend, indemnify and hold CARRIER harmless from and against any loss, damage, cost, expense, claim or liability (including attorney fees) resulting to any person, entity or property arising out of the acts or failure to act by the INDEPENDENT CONTRACTOR and will further indemnify and save CARRIER harmless against and from any and all claims arising from any breach or default on the part of the INDEPENDENT CONTRACTOR in the performance of any covenant or agreement on the part of the INDEPENDENT CONTRACTOR to be performed pursuant to the terms of this Agreement or arising from any act or negligence of INDEPENDENT CONTRACTOR or any of its agents or employees and from and against all costs, reasonable attorney fees, expenses and liabilities incurring in or about or any such claim or action or proceeding brought thereon.

This Lease Agreement may be cancelled at any time by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ and the same shall be considered binding upon both parties upon acceptance by JWG INVESTMENTS LLC. and shall remain in full force and effect unless and until cancelled according to the terms of this Agreement.

\_\_\_\_\_, by its undersigned officer and/or owner acknowledges that prior to performing trucking services for JWG INVESTMENTS LLC., insurance coverage must be in place providing coverage for all employees/drivers of the undersigned, including but not limited to general liability and workers compensation insurance. The undersigned does hereby agree to hold harmless and indemnify JWG INVESTMENTS LLC, and its insurance carriers from any and all claims, demands and causes of action that may arise from any injuries to the employee/driver of the undersigned and property damage that may occur to any third party in the performance of trucking services by the undersigned.

**OWNER NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**COMPANY:** JWG INVESTMENTS LLC

**BY:** \_\_\_\_\_

