

## INDEPENDENT TRUCKER AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CoMark Equity Alliance, L.L.C. a limited liability company with its principal place of business at 106 East South Ave, PO Box 130, Cheney, KS 67025 Sedgwick County, Kansas, hereinafter referred to as "CEA" and \_\_\_\_\_, doing business as \_\_\_\_\_ with a principal place of business at, Address: \_\_\_\_\_, City: \_\_\_\_\_, State: \_\_\_\_\_ ZipCode: \_\_\_\_\_ County, \_\_\_\_\_, Phone#&Email: \_\_\_\_\_ hereinafter referred to as "Trucker".

WHEREAS, Trucker has the equipment, personnel, trucks and permits necessary for the purposes of this Contract, below, and

WHEREAS, CEA desires to engage Trucker as an independent contractor for the purposes set forth below.

WITNESSETH, that in consideration of the mutual promises, and covenants herein it is hereby agreed and contracted:

**1. PURPOSE.** The purpose of this Agreement is to provide for the transport of cargo and other truck freight in accordance with contracts and commitments which may be hereafter negotiated between the parties subject to this Agreement, and Trucker represents and warrants that Trucker has the truck(s) and equipment, and the licenses and permits necessary to accomplish such purpose.

**2. RATE/PAYMENT.** CEA agrees to pay Trucker for successful completion of the purposes of this Agreement in accordance with the negotiated rate.

**3. LIABILITY AND CARGO INSURANCE.** Trucker shall, at his cost and expense, obtain and maintain insurance that shall cover the risks of liability for injury or damage to persons or property with a minimum limit of \$1M, including cargo insurance with a minimum of \$25K; such insurance shall be kept in full force and effect during the term of this Agreement, and Trucker shall supply to CEA a copy of such policy of insurance and endorsements thereto, and at CEA's request, CEA shall be included as

additional named insured, and subrogation against CEA shall be waived by the insurance carrier(s).

**4. INDEPENDENT CONTRACTOR.** This Agreement does not constitute and shall not be construed as constituting or creating an employer/employee relationship between CEA and Trucker. CEA may have the right to direct the results which are to be accomplished by Trucker in fulfilling its duties and responsibilities hereunder.

**5. WORKERS COMPENSATION INSURANCE.** **Trucking Firm** employees that sustained any injury while on the coop's premises will be the responsibility of the trucking firm and its current worker's comp policy. **Independent Operators** can supplement Workers Comp with an Occupational Accident (Occ Acc) policy and the recommended minimum limit is \$500,000 of medical expense coverage. **Sole Proprietors** are exempt from the Kansas Work Comp statute but should possess either the Occ Acc policy or have the Affidavit of Exemption on their liability certification. Such insurance coverages shall be kept in full force during the terms of this Agreement.

**6. TERM.** This Agreement shall be month-to-month, but may be sooner terminated by either party following the completion of any existing commitments after ten (10) days notice to the other.

**7. INDEMNITY.** Trucker agrees to indemnify, defend, and hold CEA harmless from any and all liabilities which the CEA may incur as a result of any acts or failures to act, or negligence on the part of Trucker and this obligation on the part of Trucker is continuing and shall survive the expiration of the term of this Agreement.

**8. LICENSES AND PERMITS.** Trucker shall, during the entire term of this Agreement, and any extension thereof, obtain and maintain in full force and effect, at its sole expense, all licenses and permits which are required for the operation of said equipment.

**9. SAFE OPERATION.** All equipment and machinery, which are subject to this Agreement shall at all times be maintained, operated by Trucker in a safe manner, and will be kept in such condition at all times to meet all safety rules and regulations and all other maintenance and operational rules and regulations.

**10. GOVERNING LAW.** The laws of the State of Kansas shall govern the interpretation and construction of this Agreement.

**11. MISCELLANEOUS.**

- a. This contract is not exclusive, and Trucker may perform as stated above for multiple third parties, and for the general public, and
- b. Trucker is not required to perform on CEA's premises.
- c. Trucker will hire and provide and supervise and pay its assistants and any and all personnel required to perform the purposes of this Agreement.
- d. CEA does not guarantee Trucker a profit, and all consideration for this Agreement as provided at paragraph 2 above.

IN WITNESSETH WHEREOF the parties have hereto subscribed by and through their duly authorized representative, the day and year first above written:

TRUCKER: \_\_\_\_\_

By: \_\_\_\_\_

CEA: \_\_\_\_\_

By: \_\_\_\_\_