FRESNO, CALIFORNIA
Office: 559-338-4305 | Fax: 559-338-4309

CARRIER AND INDEPENDENT CONTRACTOR AGREEMENT

This Carrier and Independent Contractor Agreement (the “Agreement”) is entered into between GTX (“Carrier”) and the contractor identified below (“Contractor”).

CARRIER	CONTRACTOR
GTX Fresno, California USDOT #: _____ MC #: _____	Name/Company: _____ Address: _____ City/State/ZIP: _____ Phone: _____ Email: _____ EIN/Tax ID: _____

Effective Date: _____

1. AGREEMENT PURPOSE

GTX engages Contractor to provide transportation-related services as agreed by the parties. Contractor shall perform accepted services safely, professionally, and in compliance with applicable federal, state, and local law.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties intend Contractor to operate as an independent business and not as an employee of GTX, to the extent permitted by applicable law. Contractor is responsible for its own business operations, taxes, personnel, equipment, and expenses except where this Agreement expressly provides otherwise.

The title of this Agreement does not determine worker classification. Classification is governed by applicable law.

3. TRANSPORTATION SERVICES

Contractor may perform pickup, transportation, delivery, cargo-securement, documentation, status communication, and other transportation services accepted for individual loads.

4. LOAD ACCEPTANCE

GTX may offer loads to Contractor. Unless otherwise required by a separate written agreement, Contractor may accept or decline offered loads. Once a load is accepted, Contractor shall use reasonable efforts to complete it safely and according to the agreed pickup and delivery requirements.

Contractor shall promptly notify GTX of delays, breakdowns, accidents, cargo issues, rejected freight, missed appointments, or other circumstances affecting delivery.

5. COMPENSATION

Contractor will be compensated according to the rate agreed for each load. Individual rate confirmations or load confirmations may establish compensation for specific shipments.

Compensation method: ■ _____% of load revenue ■ $_____ per loaded mile ■ $_____ per total mile ■ Flat rate per load ■ Other: _____

6. PAYMENT TERMS

Payment schedule: ■ Weekly ■ Biweekly ■ Within _____ days after complete paperwork ■ Other: _____

Contractor shall submit required documents, which may include signed bills of lading, proof of delivery, lumper receipts, scale tickets, detention records, and other load-related documents.

7. AUTHORIZED DEDUCTIONS

Any lawful and authorized deduction shall be identified on the Contractor's settlement statement when applicable. Deductions may include agreed fuel advances, fuel-card purchases, insurance charges, permits, equipment rental, advances, tolls, or documented damage charges where permitted by law.

8. EQUIPMENT

Contractor shall provide equipment necessary to perform accepted services unless otherwise agreed. Contractor represents that equipment used is properly registered, inspected, maintained, and legally authorized for operation.

9. MAINTENANCE

Contractor is responsible for maintaining Contractor-owned equipment in safe operating condition, including tires, brakes, lights, fluids, preventive maintenance, repairs, annual inspections, and required safety equipment. Unsafe equipment shall not be operated on GTX loads.

10. FUEL AND OPERATING EXPENSES

Unless otherwise agreed in writing, Contractor is responsible for fuel, DEF, maintenance, repairs, tires, tolls, parking, lodging, meals, truck payments, registration, and ordinary operating expenses. If GTX provides a fuel card or advance, authorized charges may be deducted from settlements.

11. INSURANCE

Contractor shall maintain all insurance required by law and this Agreement, as applicable, including commercial automobile liability, motor truck cargo, physical damage, general liability, workers' compensation, occupational accident, and non-trucking/bobtail coverage. Current certificates of insurance shall be provided upon request.

12. DRIVER QUALIFICATIONS

Each driver performing services under this Agreement must hold the required license and endorsements, be medically qualified when required, meet applicable DOT qualification standards, participate in required drug and alcohol programs, comply with Clearinghouse and Hours-of-Service requirements, and properly use an ELD when required.

13. DOT AND FMCSA COMPLIANCE

Contractor shall comply with applicable FMCSA, DOT, Hours-of-Service, ELD, inspection, cargo securement, drug and alcohol, weight, state transportation, and safety requirements. If equipment is leased to and operated under GTX's motor-carrier authority, the parties shall comply with applicable federal leasing requirements.

14. SAFETY

Safety takes priority over dispatch or delivery schedules. Contractor shall not operate while fatigued or impaired, with unsafe equipment, with improperly secured cargo, while illegally overloaded, or when operation would violate applicable law.

15. CARGO RESPONSIBILITY

Contractor shall use reasonable care to protect and secure cargo and shall promptly report damage, shortages, seal problems, temperature issues, load shifts, theft, rejected freight, or other cargo claims. Contractor shall cooperate with GTX and applicable insurers in claim investigations.

16. ACCIDENTS AND INCIDENTS

Contractor shall immediately notify GTX of any accident, collision, cargo incident, injury, roadside inspection, or significant equipment damage related to a GTX load. Contractor shall contact emergency services when necessary, cooperate with law enforcement, preserve available evidence, protect cargo, and provide requested documentation. Contractor shall not admit liability on behalf of GTX.

17. DETENTION, LAYOVER AND ACCESSORIAL PAY

Detention: _____ Layover: _____ TONU: _____

Lumper reimbursement: _____ Other: _____

Supporting documentation must be provided when required.

18. TAXES

Contractor is responsible for its own federal, state, and local tax obligations to the extent required by law. GTX may issue applicable tax documents, including IRS Form 1099, when legally required.

19. CONTRACTOR PERSONNEL

Contractor is responsible for hiring, compensating, supervising, and lawfully employing its personnel, subject to applicable GTX safety and qualification requirements while performing services.

20. SUBCONTRACTING AND DOUBLE BROKERING

Contractor shall not assign, re-broker, double broker, or transfer a GTX load to another carrier or driver without required prior authorization. Unauthorized double brokering is prohibited.

21. CONFIDENTIALITY

Contractor shall reasonably protect confidential GTX and customer information, including freight rates, account information, load information, passwords, internal documents, and proprietary business information.

22. CUSTOMER NON-CIRCUMVENTION

To the extent permitted by law, Contractor shall not improperly use GTX confidential information to circumvent GTX and directly solicit freight from a GTX customer first introduced through GTX. This provision does not prohibit lawful competition.

23. CLAIMS AND DAMAGE

Each party shall be responsible, to the extent permitted by law, for loss or damage arising from its own negligence, misconduct, contractual breach, or violation of law. Any deduction associated with cargo or equipment damage must be supported by appropriate documentation and permitted by law and agreement.

24. INDEMNIFICATION

To the extent permitted by law, Contractor shall indemnify GTX against claims, damages, penalties, losses, or expenses arising from Contractor's negligence, willful misconduct, violation of law, or breach of this Agreement. GTX remains responsible for its own negligence or misconduct to the extent required by law.

25. NO AUTHORITY TO BIND GTX

Contractor may not enter contracts, incur debts, make guarantees, or otherwise legally bind GTX unless GTX provides written authorization.

26. COMPANY PROPERTY

Upon request or termination, Contractor shall return GTX-owned property, including fuel cards, identification cards, permits, devices, documents, keys, signs or decals, and other company property.

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27. TERMINATION

Either party may terminate this Agreement with _____ days written notice. GTX may immediately suspend or terminate Contractor for serious safety violations, fraud, cargo theft, prohibited drug or alcohol violations, loss of required license or insurance, unauthorized double brokering, freight abandonment, falsification of documents, or serious violations of law.

28. FINAL SETTLEMENT

Following termination, GTX shall issue amounts lawfully due after accounting for properly documented and authorized adjustments or deductions.

29. GOVERNING LAW

This Agreement shall be governed by applicable federal transportation law and, where not preempted, the laws of the State of California.

30. ENTIRE AGREEMENT

This Agreement and any written attachments, schedules, rate confirmations, or addenda constitute the parties' agreement concerning the matters covered. Changes should be documented in writing and accepted by both parties as required by law.

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EQUIPMENT & SIGNATURE PAGE

TRACTOR INFORMATION	
Year	_____
Make / Model	_____
VIN	_____
Unit #	_____
License Plate / State	_____
TRAILER INFORMATION (IF APPLICABLE)	
Year / Make	_____
VIN	_____
Trailer #	_____
License Plate / State	_____
INSURANCE	
Insurance Company	_____
Policy #	_____
Policy Expiration	_____

ACKNOWLEDGMENT

By signing below, each party acknowledges that it has read and understands this Agreement, has had the opportunity to obtain independent legal and tax advice, and agrees to be bound by the terms of the Agreement to the extent permitted by applicable law.

CARRIER - GTX	**CONTRACTOR**
Authorized Representative: _____	Company/Contractor Name: _____
Title: _____	Printed Name: _____
Signature: _____	Signature: _____

Date: _____	Date: _____

Important: This template is intended for business-document preparation and is not legal advice. California contractor classification and federal motor-carrier leasing requirements can depend on the actual operating arrangement. GTX should have the final agreement reviewed by qualified transportation counsel before use.