

SEPI Services Broker Packet

Trucking Rates

Hourly Rates:

All dispatched trucks will be set at an hourly rates (by the truck size); rates for specific projects will be provided upon request:

Tonnage Rates:

Vary based on the project, and will be given at the time of dispatched call.

Hourly or Tonnage Tickets:

A copy of each ticket MUST be emailed to wendy@sepiservices.com or faxed to **740-455-8153** or dropped at the lot **DAILY!** Should you not email or fax these tickets daily, this **may result in a delay of payment for work performed.**

Payment:

Hourly work—Weekly, once SEPI receives payment from contractor, all subs will be paid.

Tonnage work—Weekly, once SEPI receives payment from contractor, usually 15—20 days from the date of service, all tonnage work will be paid.

All Checks will be mailed (No Exceptions)

Documentation Needed

1. **Insurance Verification**—a current certificate of insurance with minimum liability coverage of \$1,000,000 Listing **SEPI Services** as an additional insured, and stating coverage is primary.
2. **W9** - Completed and submitted to **SEPI Services**
3. **Independent Trucking Contractor Agreement** -
Must be completed, signed and returned. This agreement outlines the agreed upon circumstances of your employment.
4. **Contact Information** - The following information should be submitted to **SEPI Services**.
 - a. Company Name
 - b. Company Address
 - c. Company Contact Person (name and contact information)
 - d. Federal Tax ID Number

Please review the above information and return the required documentation. Should you have any questions, do not hesitate to contact me at fax 740-455-8153.

Thank you for your partnership with SEPI Services.

SEPI Services Independent Trucking Contractor Agreement

NAME _____

This application is made in Zanesville, Ohio this ____ day of _____ 20 ____, by _____, hereinafter “**HAULER**” to **SEPI Services** herein-after “**SEPI**”, for work as it is available for hauling services, including hauling sand, gravel and other materials as well as excavating.

1. The general conditions of this agreement are applicable to all specific jobs offered by **SEPI** and undertaken by the **HAULER** but each job is to be considered a specific contract, which may be cancelled by **SEPI Services** if the conditions below are breached or if the representations made by the **HAULER** are false.

2. **HAULER** agrees to provide hauling and transportation services for **SEPI Services** from time to time as needed. **HAULER** shall furnish all labor, materials, equipment, supervision and insurance needed to provide said services. It is understood that **HAULER** is an independent contractor in the performance of this Agreement and not an employee of **SEPI Services**. Nothing contained herein shall be construed to imply an employment, joint venture of principal-and-agent relationship between the parties; and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other. **HAULER** shall not be entitled to participate in any plans, benefits or distributions intended for **SEPI Services** employees. **HAULER** agrees that **SEPI** will make no deductions from any compensation paid to **HAULER**, and **HAULER** shall have full and exclusive liability for, the payment of any taxes and/or contributions for unemployment insurance, workers’ compensation or any other employment-related costs or obligations, related to the provision of the aforementioned services by **HAULER**. **HAULER** agrees that **HAULER** shall furnish all necessary trucks, drivers, or other equipment for **HAULER** work under this agreement, and that said trucks, drivers or other equipment shall be subject to the exclusive orders and directions of **HAULER** and under its exclusive control.

3. **HAULER** represents that it is an authorized Ohio intrastate property motor carrier for hire and that it is the holder of a Public Utilities Commission of Ohio Certificate of Public Convenience and Necessity Number: _____ . **HAULER** further represents that it will immediately notify in writing if said Certificate is subject to any negative and/or corrective action, including, but not limited to investigations, suspensions, or revocation by any governmental and/or private authorities. **HAULER** must also display its name and Certificate of Public Convenience and Necessity Number on its dump trucks in compliance with applicable laws and regulations.

4. **HAULER** agrees to comply with all applicable city, county, state laws, and the “Federal Motor Carrier Safety Regulations” from the date of the agreement is executed and to provide the following to **SEPI** within seven (7) days of the execution of this agreement.

a. Verification **HAULER** and **HAULER**’s drivers are in a random drug-testing program. (**HAULER** is responsible for all costs associated with said drug-testing program)

b. Name and address of said drug-testing program. The date(s) **HAULER** and its drivers were last tested and the test results.

c. Verification that said drug-testing program conforms to all federal and state regulations and statutes, including, but not limited to, all regulations set forth by the United States and Ohio Departments of Transportation.

d. Verification that **HAULER** and its drivers are qualified under said statutes and regulations.

5. If **HAULER** hires any drivers for its trucks, **HAULER** certifies that it shall obtain and maintain current workers’ compensation coverage for these drivers as evidenced by certificate of premium payment for risk number for the period. If **HAULER** is a partnership, limited liability company, corporation or a sole proprietorship and desires coverage under the Workers’ Compensation Act, it understands that it must do so in accordance with O.R.C.

*4123.01(A)(2)(b), by serving written notice to the Industrial Commission of Ohio of the person(s) to be covered and paying a premium for compensation coverage.

6. **HAULER** shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. **HAULER** shall indemnify and hold **SEPI Services** harmless from any and all claims, causes of actions, losses, damage, liabilities, costs and expenses, including attorney fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this paragraph, arising from the provision of services by **HAULER**, its agents or employees. **HAULER** shall also assume the cost of defending **SEPI Services** against any threatened and/or filed claims, lawsuits or alternative dispute resolution against **SEPI Services** or any of its agents, employees, subsidiaries, affiliates, shareholders, successors, and/or assigns arising out of **HAULER's** provision of services to **SEPI Services** under this Application.

7. **HAULER** represents that it has and will maintain liability insurance issued by _____ Insurance Company, valid until _____, 20_____, with a minimum of one million dollars (\$1,000,000.00) bodily injury and property damage liability insurance limits. It is understood that this insurance will be primary insurance with respect to losses arising out of **HAULER's** provision of the services referenced in the application. **HAULER** will add **SEPI Services** as insured under the insurance policy mentioned above and furnish a Certificate of Insurance along with a current copy of the appropriate endorsement to **SEPI Services** within fourteen (14) days of executing this Application.

8. **SEPI Services** and **HAULER** agree that each load under this Application constitutes a separate contract and that any other taxes as may be levied by taxing bodies pertaining to **HAULER** and **HAULER's** employees shall be paid by **HAULER**.

9. **SEPI Services** agrees to pay **HAULER** (less 10% of gross for all/any work) performed either by the trip, per hour or per ton as agreed upon by **SEPI** and **HAULER** prior to the undertaking of each specific job. **SEPI** agrees to pay **HAULER** the sum agreed upon within fifteen (15) days after the submission to **SEPI** by **HAULER** of the following job tickets. **HAULER** agrees that all job tickets must be submitted to **SEPI's** offices no later than noon on Tuesday of the week following said work was performed. In addition, all paperwork for any given month must be submitted no later than the third day of the month following completion of the job. Prior to payment, each job ticket must be completed in full. If the job tickets are submitted late or if the information on the job ticket is incomplete, illegible, or incorrect, **SEPI** reserves that right to (1) withhold payment indefinitely until the proper information is provided and/or corrections are made; and/or (2) deduct penalty fees from any payments due to **HAULER**. **SEPI** also reserves the right to withhold any monies due to **HAULER** as a setoff against any damages caused by any breach of the terms of this Application by **HAULER**.

10. During the term of **HAULER's** provision of services under this Application and for a period of twelve (12) months from the voluntary or involuntary termination of **HAULER's** services for **SEPI Services** for any reason whatsoever, **HAULER** shall not use for any purpose or disclose to any person or entity any confidential information acquired during the course of its services for **SEPI**. **HAULER** shall not, directly or indirectly, copy, take, or remove from the **SEPI** premises, any of **SEPI** books, records, customer lists, or any other documents or materials. The term "confidential information" as used in this Application includes, but is not limited to, records, lists, and knowledge of **SEPI** customers, suppliers, methods of operation, processes, trade secrets, indebtedness, as the same may exist from time to time.

11. During the term of **HAULER's** provisions of services under this Application and for a period of twelve (12) months from the voluntary or involuntary termination of **HAULER's** provision of services under this Application for **SEPI Services** for any reason whatsoever, **HAULER** shall not, either on its own account or for any person, firm, partnership, corporation, or other entity: (1) solicit, interfere with, or endeavor to cause any employee of **SEPI** its agents, subsidiaries, affiliates, shareholders, successors, and/or assigns, to leave his or her employment, or (2) induce or attempt to induce any such employee to breach her of his employment agreement with **SEPI Services**., its agents, subsidiaries, affiliates, share-holders, successors, and/or assigns.

12. During the term of **HAULER's** provision of services under this Application and for a period of twelve (12) months from the voluntary or involuntary termination of **HAULER's** provision of services under this Application for any reason whatsoever, **HAULER** shall not solicit, induce, or attempt to induce any past or current customer or **SEPI** its subsidiaries, affiliates, shareholders, successors, and/or assigns; or (2) to do business with any other person, firm, partnership corporation, or other entity which performs services materially similar to or competitive with those provided by **SEPI** its agents, subsidiaries, affiliates, shareholders, successors, and/or assigns.

13. **HAULER's** obligations pursuant to Paragraphs 10, 11, and 12 of this Application shall survive the termination or expiration of this Application, and said paragraphs shall remain in full force and effect notwithstanding such termination or expiration. **HAULER** agrees to deliver promptly all of **SEPI** property including without limitation

Confidential Information, whether delivered to **HAULER** in the performance of services or not, and all copies of such property in **HAULER's** possession to **SEPI** at any time upon **SEPI's** request.

14. In addition to all of the remedies otherwise available to **SEPI Services** including, but not limited to, recovery from **HAULER** of damages and reasonable attorney's fees incurred in the enforcement of this Application, **SEPI Services** shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Application. All of **SEPI Services**.remedies for breach of this Application shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies.

15. **SEPI Services** reserves the right to terminate this Application at any time and may endeavor to give **HAULER** up to three (3) days' notice of termination, if practicable. **HAULER** shall be compensated for all services provided prior to termination pursuant to the preceding sentence. Yet, should **HAULER** fail to perform any of its obligations hereunder, including failure to complete services in a timely manner, **SEPI Services** may terminate this Application immediately.

16. **HAULER** has carefully read and considered the provisions hereof and, having done so, agrees that the restrictions set forth herein (including, but not limited to, the time periods of restriction in any paragraph) are fair and reasonable and are reasonably required for the protection of the interest of **SEPI Services**.

17. Any suit involving any dispute or matter arising under this Application may only be brought in the courts of the State of Ohio, Muskingum County, or such other county where **SEPI Services** may relocate its principal place of business. **HAULER** and **SEPI Services** hereby consent to the exercise of personal jurisdiction by such court with respect to any such proceeding.

18. Each provision of this Application shall be considered servable; and if, for any reason, any provision or provisions herein are determined to be invalid, and contrary to any existing or future law, such invalidity shall not impair the operation of or affect portions of this Application which are valid.

19. This Application constitutes the complete and exclusive statement of the agreement among **SEPI Services** and **HAULER**. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warrant. The Application may be amended or modified from time to time only by a written instrument adopted by written consent of **SEPI Services** and **HAULER**. Oral agreements that purpose to emend this Application shall not be enforceable.

20. **Signatures.** Both **SEPI Services** and the contractor (**HAULER**) agree to the above contract.

Witnessed by: _____
(Signature) (Print Name)

SEPI Services
4255 Old Wheeling Road
Zanesville, OH 43701

(Signature) (Print Name) Date: _____

HAULER: (Independent Contractor)

Name: _____ Phone Number: _____

Address: _____

(Signature) (Print Name) Date: _____