



Transportation of Aggregates and Hauling of Construction Debris Materials

Dakin Natural Soils
28500 State Rd 70 East
Myakka City, FL 34251
Phone: 941-219-3074

INDEPENDENT CONTRACTOR LEASE & SERVICES CONTRACTORS

This contract made this _____ by and between Dakin Natural Soils (hereinafter referred to as 'CORPORATION') and _____ (hereinafter referred to as 'INDEPENDENT CONTRACTOR').

WITNESSETH

WHEREAS, the CORPORATION is engaged in the business of contracting for the trucking of construction fill and other materials; and,

WHEREAS, the CORPORATION needs INDEPENDENT CONTRACTORS to supply a motor vehicle and equipment to haul the construction fill and other materials; and,

WHEREAS, the INDEPENDENT CONTRACTOR is the owner of a certain motor vehicle and accessory equipment; and,

WHEREAS, the parties hereto are desirous of entering into this Contract whereby the INDEPENDENT CONTRACTOR will haul construction fill and other materials from time to time on behalf of the CORPORATION; and,

WHEREAS, the parties desire to clarify their relationship with respect to potential claims which may arise between INDEPENDENT CONTRACTOR and other independent contractors, and subcontractors who perform work on behalf of the CORPORATION.

NOW, THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

1. **MOTOR VEHICLE:** The INDEPENDENT CONTRACTOR agrees to furnish the motor vehicle hereinafter described to be used for the hauling of construction fill and other materials, subject to the terms and condition of this Contract:

UNIT NUMBER	YEAR	MAKE	MODEL	VIN#

2. **EQUIPMENT COMPLIANCE WITH THE LAW: INDEPENDENT CONTRACTOR** represents that the motor vehicle described herein and any and all equipment shall meet or exceed all safety restrictions as required by federal, state, municipal and other governmental agencies. INDEPENDENT CONTRACTOR further represents that he shall make regular inspections of the motor vehicle and accessory equipment and, if at any time said motor vehicle or other equipment shall fail to meet any safety requirement INDEPENDENT CONTRACTOR shall immediately take all appropriate actions at his expense, to ensure that the vehicle or equipment meets or exceeds said safety restrictions. In no event shall INDEPENDENT CONTRACTOR, allow the motor vehicle described herein, or accessory equipment, be used if said motor vehicle or accessory equipment fail to meet with any federal, state, municipal or other governmental restrictions.
3. **MAINTENANCE AND OPERATING EXPENSES:** INDEPENDENT CONTRACTOR shall, at his expense, be responsible for maintaining and operating the motor vehicle described herein and all accessory equipment including, but not limited to, all repairs, fuels, lubricants, tires, license fees, registration fees, oil changes, decals, and any fines and penalties arising out of the use of the equipment.
4. **INSURANCE:** INDEPENDENT CONTRACTOR shall procure and maintain in good standing at all times liability insurance on the motor vehicle and all accessory equipment in a minimum amount of single combined limit of \$500,000.00 in any Best A-rated company. INDEPENDENT CONTRACTOR agrees to abide by and comply with any and all provisions of said policy of insurance. INDEPENDENT CONTRACTOR will provide a certificate of insurance as set forth in Exhibit "A" (see attached sample) which shall be signed by the insurance company setting forth the amounts of coverage naming the CORPORATION as named "Additional Insured" and stating the CORPORATION will be notified in writing prior to any cancellation or termination thereof. INDEPENDENT CONTRACTOR shall also make a full and complete report to the CORPORATION, and to any other Insurance Company or agency as required by the CORPORATION, of any and all accidents, direct or remote, to which INDEPENDENT CONTRACTOR may be a party IMMEDIATELY, but not less than within twenty four (24) hours of the occurrence of same.
5. **HOLD HARMLESS:** INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless the CORPORATION from any and all claims, losses, damages, fires, injuries and other expenses resulting from the use, misuse, or failure of the motor vehicle described herein, or any accessory equipment, used by the INDEPENDENT CONTRACTOR, or any of his agents, employees or servants. INDEPENDENT CONTRACTOR further agrees to indemnify and hold harmless the

CORPORATION from any and all claims, losses, damages, fires, injuries and other expenses resulting through the willful or wanton negligence of the INDEPENDENT CONTRACTOR or any of his agents, employees or servants.

6. **DRIVER OF VEHICLE:** INDEPENDENT CONTRACTOR represents that he is the owner and operator of the motor vehicle described herein and that he intends to drive the motor vehicle himself. In the event, however, that INDEPENDENT CONTRACTOR decides to have another driver operate the motor vehicle described herein, or any accessory equipment, INDEPENDENT CONTRACTOR, represents that said driver all necessary permits and licenses is required by federal, state and local law and that INDEPENDENT CONTRACTOR shall have procured all necessary WORKER'S COMPENSATION INSURANCE for the operator of the motor vehicle.
7. **COMPENSATION:** The CORPORATION shall compensate INDEPENDENT CONTRACTORS for all work performed by him/her pursuant to CORPORATION'S request, INDEPENDENT CONTRACTOR shall be compensated for the use of the motor vehicle herein described, all accessory equipment and for his agreed upon price for each individual job.
8. **PRICE DISPUTE:** Acceptance by INDEPENDENT CONTRACTOR of payment of compensation shall evidence the corrections of the amount of compensation. The CORPORATION, however, shall have five (5) working days after the acceptance of payment to give written notice to the INDEPENDENT CONTRACTOR of any dispute as to compensation. In the event INDEPENDENT CONTRACTOR disputes the corrections of the amount of compensation, INDEPENDENT CONTRACTOR shall not accept payment and shall immediately return any payment made. In the event that the dispute remains unresolved thirty (30) days after said written notice of dispute, the parties may then report to litigation.
9. **TERMINATION:** Either party to this Contract may terminate this Contract with or without cause by giving the other party twenty four (24) hours written notice providing, however, that such termination shall not cancel any liability due either party by the other.
10. **RISK:** INDEPENDENT CONTRACTOR shall take all precautions necessary and shall be responsible for the safety of all persons involved in the work hereunder and shall maintain all lights, guards, signs, temporary passes, or other protection necessary for the purpose. All work shall be done at INDEPENDENT CONTRACTOR'S risk and he/she shall be responsible for any loss of, or damage to, material, equipment, tools or other articles used or held for use in connection with the work.
11. **INDEPENDENT CONTRACTOR STATUS:** The parties to this Contract expressly intend that the relationship between them is not of employer/independent contractor. No agent, employee or servant of INDEPENDENT CONTRACTOR shall be deemed to be the agent, employee or servant of CORPORATION. CORPORATION is only interested in the results obtained under this Contract and that the INDEPENDENT CONTRACTOR performs his/her duties in a safe manner, the manner and means of conducting work under the sole control of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall be solely and entirely responsible for his/her acts and for the acts of his agents, employees and servants during the performance of his contract. INDEPENDENT CONTRACTOR shall be free to choose which job, if any, he wishes to work. INDEPENDENT CONTRACTOR'S sole responsibility in this regards shall be to notify the CORPORATION if for any reason he/she has to stop performing a job prior to its completion.
12. **WAIVER:** The INDEPENDENT CONTRACTOR hereby waives and releases any and all claims or rights to make present or future claims against CORPORATION and any of its other independent contractors or subcontractors by virtue of any accident, incident or occurrence whereby

INDEPENDENT CONTRACTORS sustains any property damage or personal injury due to any act or omission of any other independent contractor or subcontractor hired by the CORPORATION to perform work on its behalf.

13. **INDEMNIFICATION INDEPENDENT CONTRACTOR:** agrees to indemnify and hold the CORPORATION harmless from any and all claims, damages, or causes of action resulting from any act, omission or occurrence caused by INDEPENDENT CONTRACTOR, resulting in property damage or personal injury to any other independent contractor or subcontractor hired by the CORPORATION to do work on its behalf.
14. **GOVERNING LAW:** This agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida. It is understood that venue for any legal action shall be in Manatee County, Florida as said County is where this Contract was entered into.
15. **ENTIRE AGREEMENT:** This agreement constitutes and expresses the Whole Agreement of the parties hereto and incorporates all prior discussions, agreements, and representations made in regards except in writing signed by the party to be charged by said amendment, charge or modification.
16. **MISCELLANEOUS:** The rights and duties of the parties hereunder are personal and may not be assigned or delegated without the express written consent of all other parties to this Agreement. The captions herein are solely for the convenience of the parties and are not to be used in construing this Agreement. Time is of the essence of this Agreement and performance by each party of its or his/her duty and obligations hereunder. In the event that any provision of this Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions or provisions of this Agreement shall remain in full force and effect, to the same extent as if that part declared a void or invalid had never been incorporated in the Agreement and in such form the remainder of the Agreement shall continue to be binding upon all parties hereto.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement this _____ day of _____, _____

DAKIN NATURAL SOILS MYAKKA CITY, FL

By: _____

And

INDEPENDENT CONTRACTOR

By: _____



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CONTRACT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ as _____ of **DAKIN NATURAL SOILS MYAKKA CITY, FL**

WITNESS my hand and official seal at _____, said County and State, the day aforesaid.

Notary Public, State of Florida at Large

My Commission expires:



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Myakka City, FL 34251

(941) 219-3074

OWNER/DRIVER INFO:

Truck #'s: _____

Owners Full Name (as is on Driver's License):

Owners License #: _____

FDOT #: _____

Fed. ID #: _____ (or) Social Security #: _____

Company Name: _____

Company Phone # and Contact Name: _____

Company Email Address: _____

Signature of Owner: _____

Phone # for Dispatch: _____

Cell Phone Company Name: _____

Driver's Full Name (as is on Driver's License): _____

Driver's License #: _____

Contact Number #: _____



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Below is a list of all paperwork needed before you can start hauling for Dakin Natural Soils.

1. Certificate of Insurance needs to be emailed to the office from the issuing insurance company with **Dakin Natural Soils** being named as the "Additional Insured".
2. A copy of all Vehicle Registrations that will be hauling for Dakin Natural Soils.
3. A copy of the most recent Vehicle Inspection.
4. A W-9 for each Company hauling for Dakin Natural Soils.
5. A copy of Driver's License for each driver hauling for Dakin Natural Soils.
6. A Copy of the Social Security Card for each Driver as well as the owner of each truck hauling for Dakin Natural Soils.
7. All Truck Numbers Listed on the trucks hauling for Dakin Natural Soils.

(Everything listed must be present with the contract before your company can haul. No exceptions).