

Wind Walker Express, Inc
PO Box 428
Vaughn, WA 98394
Phone: 253.884.1264
Fax: 253.884.6013

Sub-Contractor Contract

This Sub-Contractor Contract made this _____ day of _____, _____, by and between Wind Walker Express, hereinafter referred to as "Carrier" and

whose address is _____

hereinafter referred to as "Contractor."

Witnesseth: Whereas contractor is an independent contractor engaged in the leasing of vehicle (s) to be used in transportation of certain commodities Carrier is authorized to transport and as may be provided by the Carrier, to furnish such vehicle or vehicles, driver or drivers, and all labor required to perform all of the functions necessary for the transportation of such commodities.

Whereas Carrier agrees to exercise every reasonable effort to furnish Contractor, for transportation by authorized Carrier, as much traffic as reasonably possible during the period of this agreement as Contractor may elect to transport.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **Term**
The term of this agreement is _____, commencing canceled by either party giving 30 days notice in writing to the other.
2. **Equipment**
The vehicle (s) contracted hereunder are listed on Exhibit A attached hereto. Said equipment compromises substantially that vehicle(s) necessary to carry out contractor's contractual obligations under this contract. Contractor represents that he is the registered owner of all vehicles listed in Exhibit A attached hereto and/or is lawfully entitled to possession thereof, and is lawfully entitled to contract said vehicle(s) in accordance with the terms and provisions hereof. Any accessorial equipment belonging to Carrier issued or loaned to Contractor and not returned to Carrier will be deducted from payments due to Contractor at replacement valuation, including but not limited to trailers, chains, binders, etc.

3. **Insurance**

Driver's employment MVR must be checked and approved before contract is accepted. Carrier will provide liability and cargo insurance. Contractor will be required to provide proof of Bobtail insurance. Carrier will deduct the cost of said insurance from payments due to Contractor. Insurance coverage and related deductions will continue for thirty (30) days after receipt of written notice for discontinuance of insurance coverage or receipt of written notice canceling this contract per paragraph 1.

4. **Maintenance and Misc.**

Carrier will be responsible for maintenance (monthly maintenance log, Exhibit c) as well as maintenance needed to comply with the five thousand (5000) mile critical check list. Charges will be as agreed between Carrier and Contractor. To effect the above, Contractor must comply with required Driver Vehicle Inspection Reports, Exhibit D, signed and returned into the dispatcher every day of operation. Contractor must agree to comply with Carrier's contractual requirements and safety regulations including all safety policies in accordance with the Department of Transportation rules and regulations.

5. **Intent**

This contract is intended by all parties thereof to create the relationship of Carrier and Independent Contractor and not an employer/employee relationship. Neither the Contractor nor his employees are to be considerate employees of the Carrier at any time under any circumstances or for any purposes.

6. **Consideration**

A. The consideration to be paid under this agreement is set forth under the terms and conditions of this contract and further set forth in Exhibit B for services performed under the terms and conditions of this contract shall not be considered wages for any purposes such as unemployment, insurance benefits, Social Security Taxation or any other purposes. Consideration shall be paid in accordance with the payment schedules published from time to time by Carrier with the approval of Contractor , subject to paragraph 7.

B. In the event the Contractor is a partnership, Carrier may make disbursement due Contractor under the terms of this contract to any partner and each other partner agree to hold Carrier harmless for making such disbursement.

7. **Attorney's fee**

In the event of any litigation involving the rights or duties of the Contractor of Carrier hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees as the Court may award.

8. This contract shall be executed in three (3) or more copies, the original to be retained by Carrier, one copy to be retained by the Contractor, one copy to be carried in each piece of equipment covered hereunder during the entire term of this agreement.

This contract is intended to supersede and replace all other prior contracts, if any, between Contractor and Carrier.

In witness thereof, the parties hereto have set their hand this _____, day of _____, _____.

Carrier:
Wind Walker Express, Inc.

By: _____
PO Box 428
Vaughn, WA 98394-0428

Contractor:
By: _____

Exhibit A

Contractor: _____

Equipment Description:

Vehicle #1 - Make: _____ Model: _____

Serial Number: _____

Wheel Base: _____ Horse Power: _____

License Number: _____ State: _____

Possible Flatbed If Needed

Vehicle #2 Make: _____ Model: _____

Serial Number: _____

Wheel Base: _____ Horse Power: _____

License Number: _____ State: _____

Vehicle #3 Make: _____ Model: _____

Serial Number: _____

Wheel Base: _____ Horse Power: _____

License Number: _____ State: _____

I certify that the above information is true and correct to the best of my knowledge.

Signature: _____ Date: _____