



Independent Contractor/Subcontractor Agreement

This INDEPENDENT CONTRACTOR/SUBCONTRACTOR AGREEMENT (hereinafter referred to as the "**Agreement**") is effective as of _____ by and between _____, an individual (hereinafter "**Contractor/Subcontractor**") and **Team Landway Logistics LLC** (hereinafter "**Company**") (collectively referred to as the "**Parties**" and each a "**Party**").

WHEREAS, Company and Contractor/Subcontractor desire to enter into a business relationship upon the terms and subject to the conditions set forth in this Agreement; and WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of performance under this Agreement shall begin as of _____ and shall continue indefinitely until this Agreement is terminated according to the terms of the paragraph below entitled Termination (the "**Term**").

2. **Compensation**

a. **Pay Structure.** Company hereby agrees to pay Contractor/Subcontractor as follows:

Drivers- \$100-\$130 and Helpers- \$80-\$115 daily.

b. **Pay period** starts - (Saturday-Friday)

First week is held. Payment will be made as compensation for Services rendered to Company.

Contractor/Subcontractor is to be paid only for Services actually rendered while

Contractor/Subcontractor is actually performing Services under this Agreement. The pay structure may be adjusted from time to time by Company, in its sole discretion.

c. **Business Expenses.** Company will reimburse Contractor/Subcontractor for all reasonable and properly documented business expenses that are necessarily incurred in connection with carrying out Contractor's duties and responsibilities and approved in advance by Company in accordance with

Company's expense reimbursement policies.

3. **Benefits.** Contractor/Subcontractor shall only be entitled to such fringe benefits as may be provided from time to time by Company to other contractors occupying similar positions with Company. This Agreement is for the sole benefit of Contractor and Company, and is not intended to create a benefit plan or to modify the terms of existing plans. Any benefit plan contemplated by this Agreement shall be governed solely by the terms of the underlying plan documents and by applicable law. Nothing in this Agreement shall impair Company's right to amend, modify, replace, or terminate any and all such plans in its sole discretion, as provided by law, or to terminate this Agreement in accordance with its terms. If refused by Contractor a notarized letter must be submitted to Team Landway Logistics.
4. **Contractor/Subcontractor Services.** Contractor/Subcontractor is being hired by Company as a(n) Driver/Helper. Contractor/Subcontractor Services (the "**Services**") to be performed under this Agreement shall include:

START TIME FOR DRIVERS & HELPERS IS AT 5AM UNTIL ROUTE IS COMPLETED.

UNIFORMS ARE MANDATORY - (**PANTS, SHIRTS & SNEAKERS MUST BE ALL BLACK**)

TEAM LANDWAY TRUCKS MUST BE RETURNED IN THE SAME CONDITIONS YOU RECEIVED IT.

DRIVERS & HELPERS WILL BE HELD RESPONSIBLE FOR ANY DAMAGES TO THE TRUCKS AND UPON DELIVERIES.

YOUR RESPONSIBLE TO COVER YOUR ROUTE.

TEAMWORK IS MANDATORY.

ALL MERCHANDISE NEED TO BE HANDLED WITH PRECAUTION DURING EVERY DELIVERY. DRIVERS & HELPERS WILL BE RESPONSIBLE FOR ENSURING TIMELY DELIVERY GOODS TO CUSTOMERS ON SPECIFIC ROUTES, REVIEWING ORDERS PRIOR TO DELIVERY, LOADING AND UNLOADING TRUCKS AND PROVIDING OUTSTANDING CUSTOMER SERVICE TO OUR CUSTOMERS.

In addition to any Services specified in this Agreement, Contractor/Subcontractor shall have such job duties, change orders, and additional Services as may from time to time be reasonably assigned to Contractor/Subcontractor by Company within the scope of the Services or reasonably contemplated by this Agreement. Company and Contractor/Subcontractor shall negotiate the terms of compensation for any additional Services required by Company if such additional Services require substantially more time, effort, or expense by Contractor. Contractor is responsible for determining the method and means of performing the Services, subject to the parameters, specifications, objectives, and timeline given by Company. Contractor/Subcontractor acknowledges that by virtue of Contractor's position and responsibilities, Contractor/Subcontractor will have fiduciary duties to Company and a duty of loyalty to Company and will, at all times, act in a manner consistent with these duties and abide by Company's

reasonable rules, regulations, instructions, and directions.

5. **Extent of Services.** During this Agreement, Contractor/Subcontractor shall devote his or her time, energy, and attention to the benefit and business of Company as may be reasonably necessary in performing the Services pursuant to this Agreement. With the exception of passive investments and ownership interests that require little to no time and attention, Contractor/Subcontractor is prohibited from engaging directly or indirectly in any other business activity outside of Contractor's duties to Company regardless of whether or not an activity is pursued for gain or profit. Nothing in this Agreement shall be construed as limiting Contractor's right to invest his or her money in real estate, stocks, or other such investments requiring limited maintenance and that do not take any significant amount of Contractor's/Subcontractor's time, energy, and attention away from Contractor's duties to Company.
6. **Relationship of the Parties.** Contractor/Subcontractor is an independent contractor, not Company's employee, and nothing in this Agreement shall create an employment, agency, joint venture, or partnership relationship between the Parties. In addition, nothing in this Agreement shall require the Parties to provide one another with confidential information or trade secrets (as defined below) in their respective possession.
7. **No Authority.** Unless Company otherwise gives its prior written authorization, Contractor/Subcontractor shall have no authority to act as agent for Company, to represent Company, or bind Company in any manner.
8. **Subcontractors.** Without prior written consent from Company, Contractor/Subcontractor may not use subcontractors to perform the Services--such consent not to be unreasonably withheld by Company.
9. **Termination - WILL BE BASED ON YOUR WORK PERFORMANCE**
 - a. **At-Will Contractor.** Contractor/Subcontractor is an at-will contractor and, as such, either Party may terminate this Agreement at any time, with or without cause, by providing the required notice. This Agreement shall also terminate as follows: (i) upon the death of Contractor/Subcontractor; (ii) upon Company dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; or (iii) sale of the business of either Party.
 - b. **Notice Required.** Where this Agreement is terminated due to Contractor/Subcontractor breaching a provision of this Agreement or other just cause, Company may terminate this Agreement at any time, with or without notice, as permitted by applicable law. Otherwise, Contractor/Subcontractor must give **2 weeks prior written notice**, and Company must give no prior written notice, of intent to terminate this Agreement without cause. If any minimum notice required by law under the circumstances is greater than the notice required under this paragraph, notice will be provided in accordance with such applicable law.

c. Exit Interview. If Company so chooses, Contractor/Subcontractor will be required to conduct an exit interview and/or write an exit memorandum upon termination of this Agreement.

10. **Obligation of Confidentiality**

a. Confidential Information. "Confidential Information" means any and all information which is possessed by or developed for Company and which relates to Company's existing or potential business or technology, which information is generally not known to the public, and which information Company seeks to protect from disclosure to its existing or potential competitors or others, and includes, without limitation, for example: business plans, business strategies, business know-how and techniques, marketing plans, and the identities and business preferences of current or prospective customers or vendors. Confidential Information also includes information received by Company from others that Company has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.

b. Trade Secrets. "Trade Secrets" means all information possessed by or developed for Company, including, without limitation, a compilation, program, device, method, system, technique, formula, pattern, or process to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

c. Non-Disclosure. Except as required in the conduct of Company's business or as expressly authorized in writing on behalf of Company, during this Agreement Contractor/Subcontractor shall not use or disclose, directly or indirectly, any Confidential Information or Trade Secrets to any unauthorized third parties. This obligation of non-disclosure shall continue after the termination of this Agreement indefinitely or for the maximum amount of time permitted by applicable law. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which the Company conducts its business. This prohibition also does not prohibit Contractor's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the use or disclosure of Confidential Information or Trade Secrets. Finally, Contractor/Subcontractor will not disclose to Company, use in Company's business, or cause Company to use, any Confidential Information or Trade Secrets belonging to others. These restrictions apply to all Confidential Information and Trade Secrets regardless of the format (hard copy, electronic, or otherwise) or location in which they are created or maintained, including, but not limited to, all computers that Contractor may possess or have access to in or away from Company's offices.

d. Reverse Engineering. At no time during or after this Agreement is in effect may Contractor/Subcontractor directly or indirectly attempt to reverse engineer, reconstruct, or independently derive any of Confidential Information or Trade Secrets.

e. Exceptions. This Agreement shall not prohibit any disclosure that is required by law or court order,

provided that Contractor/Subcontractor has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Company is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Contractor's disclosure of Confidential Information or Trade Secrets in the event Company has given Contractor/Subcontractor express prior-written permission to do so. This Agreement does not prohibit disclosure of Confidential Information or Trade Secrets after they have become generally known in the industry in which Company conducts its business or prohibit Contractor's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the disclosure of Confidential Information or Trade Secrets.

f. Irreparable Harm. Contractor/Subcontractor acknowledges that Company engages in a competitive business and has or will expend significant sums of money and time to develop and use its Confidential Information and Trade Secrets. Contractor/Subcontractor further acknowledges that company would suffer irreparable harm, loss, and damage if its Confidential Information and Trade Secrets were disclosed to a non-Party.

11. **Work Product.** To the extent not contrary to applicable state law, Contractor/Subcontractor acknowledges and agrees that any and all inventions; discoveries; improvements; trademarks; copyrightable work, including any social media contacts obtained for or on behalf of Company, or other intellectual property created, produced, designed, or developed, in whole or in part, individually or jointly with others, during this Agreement, which are directly or indirectly within the scope of Company's past, current, or planned future operations, are Company's exclusive property, and shall be immediately disclosed and assigned to Company. Contractor/Subcontractor further agrees that any and all such applicable items are works made for hire for Company within the definition of Section 101 of Title 17 of the United States Code, or any successor provision, and any corresponding state law provisions. To the extent the above-described intellectual property is not considered a work made for hire under the applicable law, Contractor/Subcontractor agrees to, without further consideration, assign to Company all right, title, and interest in such intellectual property and assist Company in every way, including waiving any moral rights that Contractor may obtain, at Company's expense, to secure, maintain, and defend for Company's benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and remain the property of Company whether copyrighted or not. Contractor's above obligations to Company shall be continuous and ongoing and shall survive the termination of this Agreement. The provisions of this paragraph shall apply in all cases except where Contractor receives Company's express prior written consent otherwise or if prevented by applicable law.
12. **Return of Company Property.** Upon termination of this Agreement, for any reason, or at any other time that Company may so request, Contractor shall immediately deliver to Company all company and/or client property and/or information, including, but not limited to, all equipment, telephones, gps, tablets, credit cards, keys, software, manuals, passwords, financial and tax documents, memoranda, letters, files, records, papers, notes, lists, computer programs, reports, books, and all other documents (and all copies thereof) in Contractor's/Subcontractor's possession, custody, and/or control.

13. **Arbitration.** The Parties acknowledge and agree that they are bound by their arbitration obligations under Exhibit A, attached hereto and incorporated herein by reference, which the Parties agree to execute contemporaneously with this Agreement.
14. **No Conflict.** Contractor/Subcontractor represents and warrants that the execution of this Agreement by Contractor and the performance of Contractor's obligations here under will not conflict with, result in the breach of any provision of or the termination of, or constitute a default under any agreement to which Contractor is a party or by which Contractor is or may be bound. If, at any time, Contractor/Subcontractor discovers he or she has or may have any outside business relationships or activities that conflict with Company's best interests, then Contractor shall immediately disclose the conflict or potential conflict to Company.
15. **Indemnification.** Contractor/Subcontractor must indemnify and hold harmless Company, along with its officers, directors, employees, and agents, against all claims, liabilities, losses, costs, and all other legal and non-legal expenses, including without limitation reasonable attorney's fees and costs and insurance deductibles arising directly or indirectly from (a) Contractor's breach of any provision of this Agreement or (b) the negligent, grossly negligent, or intentional act or omission of Contractor/Subcontractor or any of Contractor's directors, officers, employees, or agents that causes any type of damage to Company.
16. **Equitable Relief and Remedies.** Contractor/Subcontractor acknowledges that any breach of this Agreement will cause substantial and irreparable harm to Company for which money damages would be an inadequate remedy. Accordingly, Company shall in any such event be entitled to seek injunction and other forms of equitable relief to prevent such breach and the prevailing Party shall be entitled to recover from the other, the prevailing Party's losses, damages, and costs, including, without limitation, reasonable attorney's fees and costs, incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, or by statute.
17. **Non-Exclusivity of Remedies.** The enumeration herein of specific remedies shall not be exclusive of any other remedies. Any delay or failure by Company to exercise any right, power, remedy, or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy, or privilege. Company's waiver of a breach of any provision of this Agreement by Contractor/Subcontractor shall not be considered as a waiver of rights with respect to any subsequent breach by Contractor/Subcontractor.
18. **Severability.** The Parties have attempted to limit the non-disclosure, and non-solicitation provisions so that they apply only to the extent reasonably necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement, and the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties. However, if a court or arbitration panel finds that any provision of this Agreement is invalid or unenforceable as currently

written, but that by rewriting or limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as is necessary to further the intent of the Parties to the maximum extent permitted by law.

19. **Binding Effect; Assignment.** The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Company. This Agreement is a personal services contract and the rights, obligations, and interests of Contractor/Subcontractor hereunder may not be sold, assigned, transferred, pledged, or hypothecated.
20. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification, or discharge is sought.
21. **Time of Essence.** Time is of the essence in this Agreement.
22. **Headings.** Headings for the paragraphs herein are for convenience only and shall not be construed in interpreting this Agreement.
23. **Construction.** Words and terms in this Agreement shall be construed in both the feminine and masculine, where applicable, and both single and plural, where applicable.
24. **Governing Law and Venue.** To the extent not inconsistent with applicable law, Contractor/ Subcontractor acknowledges and agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
25. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent shall be considered valid representations of that Party's signature.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested, to the Parties at the following addresses or any other address so specified in writing by a Party:
27. **COMPANY ADDRESS**

Team Landway Logistics LLC
4917 S. 50th Street
Tampa, Florida 33619

CONTRACTOR/SUBCONTRACTOR ADDRESS

28. **Additional Terms and Conditions.** The Parties further agree to the following terms and conditions:
- a. **UNIFORMS ARE MANDATORY-(ALL BLACK)**
Teamwork is a **MANDATORY**.
Keeping merchandise wrapped & tied down correctly to prevent **ANY DAMAGES** and keeping the truck clean daily.
REMEMBER your held responsible to cover your **ROUTE**.
VACATIONS - (GIVE 2 WEEKS NOTICE) 2 WEEKS NOTICE IS A MUST BEFORE QUITTING.
LAST CHECK WILL BE HELD FOR 30 DAYS IN CASE OF ANY UPCOMING (CLAIMS).
All contractors are responsible to pay for Occupational Accident Insurance or if refused submit a notarized letter to Team Landway Logistics LLC. Contractors are responsible for their own damages and Truck accidents.
- NOTE: If you receive a damage claim and it charges Team Landway Logistics insurance then contractor pays the (DEDUCTIBLE of \$2500.00)**
29. **Acknowledgments.** Contractor acknowledges, understands, and accepts:
- a. contractor's obligations under this Agreement;
 - b. that Contractor freely enters into this Agreement;
 - c. that Contractor has the right to seek independent advice at Contractor's expense or to propose modifications prior to signing the Agreement and has negotiated proposed modifications to the extent Contractor deems necessary;
 - d. that the covenants made by and obligations imposed upon Contractor hereby, including any and all covenants regarding confidentiality, non-competition, non-solicitation, and ownership of intellectual property, are fair, reasonable, and minimally necessary to protect the legitimate business interests of Company, and such covenants and obligations will not place an undue burden upon Contractor in the event of termination of Contractor's contract with Company and the strict enforcement of the covenants contained herein;
 - e. that the above restrictions are not intended to deprive Contractor of an opportunity to earn a living in the same profession as that of Company. Rather, Contractor agrees to abide by the above restrictions in recognition of Company's legitimate and reasonable objective to protect its business interests and client relationships;

f. that Contractor shall be a contractor at-will and that either Contractor or Company may end the business relationship at any time and for any reason;

g. that Contractor has been provided with good and valuable consideration in return for the execution of this Agreement; and

h. THAT CONTRACTOR/SUBCONTRACTOR HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY, CONTRACTOR / SUBCONTRACTOR AND COMPANY EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.

CONTRACTOR/SUBCONTRACTOR

Electronic Signature: _____

Name: _____

Date: _____

COMPANY

Electronic Signature: _____

Name: _____

Date: _____

Title: _____

EXHIBIT A - ARBITRATION

1. In consideration of the benefits described in the INDEPENDENT CONTRACTOR AGREEMENT (the "**Agreement**") effective as of _____ by and between _____, an individual (hereinafter "**Contractor**" or "**You**"), and Team landway Logistics LLC (hereinafter "**Company**") (collectively the "**Parties**" and each a "**Party**"), along with Company's subsidiaries, parents, joint ventures, affiliated entities, and including its successors and assigns or any such related entities on the same date hereto and into which this Exhibit A is incorporated, **Company and Contractor hereby agree that any controversy or claim arising under federal, state, and local statutory or common or contract law between Company and Contractor involving the construction or application of any of the terms, provisions, or conditions of the Agreement, including, but not limited to, breach of contract, tort, and/or fraud, must be submitted to arbitration on the written request of either Party served on the other. Arbitration shall be the exclusive forum for any such controversy.**
2. If any claim or cause of action at law or in equity is filed by either Party in any state or federal court which results in arbitration being compelled and/or the claim or cause of action being dismissed, stayed, and/or removed to arbitration pursuant to this Agreement, the Party who instituted the claim or cause of action in state or federal court, either wholly or in substantial part, shall, at the discretion of the arbitrator(s), reimburse the respondent for its reasonable attorney's fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled, related to the state or federal court claim or action.
3. Including the initial filing fee, the cost of arbitration shall be borne by the claimant. If an arbitration or any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party, either wholly or in substantial part, shall, at the discretion of the arbitrator, be entitled to its reasonable attorney's fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled.
4. All claims shall be submitted to and administered by the American Arbitration Association's Case Management Center located closest to Company's principal place of business.
5. The arbitration shall comply with and be governed by the American Arbitration Association's Commercial Arbitration Rules (hereinafter "**Rules**") effective as of the execution date below, to the extent such Rules are not contrary to the express provisions of this Agreement. The Parties also agree that the American Arbitration Association's Optional Rules for Emergency Measures of Protection ("**Emergency Rules**") shall apply to proceedings brought by either Party. The Rules and Emergency Rules can be found at the American Arbitration Association's website by following the links at <https://www.adr.org>. You acknowledge that you should read these Rules and Emergency Rules and that it is your responsibility to be familiar with them prior to signing the Agreement. If you are unable to access the Rules and/or Emergency Rules at the above website, you can request a copy of them from a Company official prior to signing the Agreement.

6. The Parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act ("**FAA**") will supersede state laws to the extent inconsistent. Any claim involving the construction or application of this Agreement must be submitted to arbitration within the statute of limitations period for such claim under Florida state law and shall be dismissed if the statute of limitations period is not met. The arbitrator(s) shall have no authority to apply the law of any other jurisdiction.

7. Any dispute shall be heard and determined by one arbitrator, unless both Parties mutually consent in writing signed by Contractor and an authorized representative of Company to a panel of three (3) arbitrators. Unless both Parties mutually consent otherwise, the Parties agree and request that the arbitrator(s) issue a reasoned award in accordance with Commercial Arbitration Rule R-42(b).

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

CONTRACTOR/SUBCONTRACTOR

Electronic Signature: _____

Name: _____

Date: _____

COMPANY

Electronic Signature: _____

Name: _____

Date: _____

Title: _____



Citation waiver

Waiver and Assumption of Risk Form

Upon execution this form I, _____, hereby unconditionally release, waive and discharge my right, whether by contract or under operation of law to file cause of action(s) or claim(s) which I may have against **Team Landway Logistics LLC** now or in the future.

I hereby assume any and all risk of loss, liability, damage or costs, including bodily injury or property damage that may incur arising out or in connection to my acts and/or omissions.

I fully understand the terms set forth in this form, and I hereby waive my rights freely and voluntarily without any inducement, assurance, or guarantee being made to me to the fullest extent allowed by law.

Electronic Signature: _____

Date: _____



TEAM LANDWAY
TEAM LANDWAY IS THE ONLY WAY BY LAND

Liability Form

Waiver and Assumption of Risk Form

Upon execution this form I, _____, if caught under any circumstances with the influence of Drugs & Alcohol while operating under **Team Landway Logistics LLC**. I hereby unconditionally release, waive and discharge my right, whether by contract or under operation of law to file cause of action(s) or claim(s) which I may have against Team Landway Logistics LLC now or in the future.

I hereby assume any and all risk of loss, liability, damage or costs, including bodily injury or property damage that may incur arising out or in connection to my acts and/or omissions.

I fully understand the terms set forth in this form, and I hereby waive my rights freely and voluntarily without any inducement, assurance, or guarantee being made to me to the fullest extent allowed by law.

Electronic Signature: _____

Date: _____



TEAM LANDWAY
TEAM LANDWAY IS THE ONLY WAY BY LAND

Insurance coverage waiver
Waiver and Assumption of Risk Form

Upon execution this form I, _____, hereby unconditionally release, waive and discharge my right, whether by contract or under operation of law to file cause of action(s) or claim(s) which I may have against Team **Landway Logistics LLC** now or in the future.

I hereby assume any and all risk of loss, liability, damage or costs, including bodily injury or property damage that may incur arising out or in connection to my acts and/or omissions.

I fully understand the terms set forth in this form, and I hereby waive my rights freely and voluntarily without any inducement, assurance, or guarantee being made to me to the fullest extent allowed by law.

Electronic Signature: _____

Date: _____



CONFIDENTIAL

Background Check Authorization

Name: _____
Former Names: _____
Current Address: _____
Previous Address: _____
Social Security #: _____
Phone Number: _____
Drivers License Number/State: _____

The information completed in this application is correct to the best of my knowledge.

I hereby authorize **Team Landway Logistics LLC** and its designated representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to the following areas: verification of social security number; credit reports, current and previous residences; employment history, education background, character references; drug testing, civil and criminal records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records and any other public records.

I further authorize any individual, company, firm, corporation, or public agency to divulge any and all information, verbal or written, pertaining to me, **Team Landway Logistics LLC** or its representatives. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources. _____ and its designated representatives shall maintain all information received from this authorization in a confidential manner in order to protect the applicants personal information, including, but not limited to, addresses, social security numbers, and dates of birth.

Electronic Signature: _____

Date: _____



MVR General Release Form

In conjunction with my potential employment at **Team Landway Logistics LLC** ("the company"), I _____ , (applicant) consent to the release of my Motor Vehicle Records (MVR) to the company. I understand the company will use these records to evaluate my suitability to fulfill driving duties that may be related to the position for which I am applying. I also consent to the review, evaluation, and other use of any MVR I may have provided to the company. This consent is given in satisfaction of Public Law 18 USC 2721 et. Seq., "Federal Drivers Privacy Protection Act", and is intended to constitute "written consent" as required by this Act.

Employee Name: _____

Electronic Signature: _____

Date: _____



GALLAGHER TRANSPORTATION SERVICES

Arthur J. Gallagher Risk Management Services, Inc.

Occupational Accident Schedule of Benefits or Certain Independent Contractors leased to

Team Landway Logistics, Inc.

Insurance Carrier. Hudson Insurance Co.

DESCRIPTION	LIMIT
Occupational Accident Benefits	
Accidental Death Benefit	
Maximum Benefit	\$250,000
Principal Sum	\$25,000
Survivors Benefit	\$2,250 per month, up to 100 months (1% of the remaining limit)
Accidental Dismemberment	
Maximum Benefit	
	\$250,000
Accidental Medical Benefit- Primary	
Maximum Benefit	\$1,000.000 per person/accident
Incurral Period	104 weeks
Accidental Dental Maximum Benefit	Included in Accidental Medical Expense
Temporary Total Disability	

Maximum Weekly Benefit	70% of past wages up to \$500
Waiting Period	7 days
Maximum Benefit Period	104 weeks
Continuous Total Disability	
Maximum Weekly Benefit	70% of past wages up to \$500
Maximum Benefit Period	to age 70 and subject to Social Security Disability award & offset
Non-Occupational Accident Benefits	
Accidental Death Benefit	
Principal Sum	\$10,000
Accidental Dismemberment	
Principal Sum	\$10,000
Accidental Medical Expense	
Maximum Benefit Amount	\$10,000
Incurral Period	52 weeks
Aggregate Combined Single Limit	\$1,000,000



OCCUPATIONAL ACCIDENT REQUEST FOR INSURANCE

Date to Start Occ Acc:

Hudson Insurance Company

Under Group Policy Number HOA101-00047, issued to the Trustee of the Group and Blanket Accident & Health Insurance Trust.

Participant: Team Landway Logistics LLC. Pol. # HOA101-00093

Covered Driver

Name: _____
 Date of birth: _____
 Address: _____
 CDL # / State: _____
 Email: _____
 Beneficiary Name: _____
 Relationship / Contact: _____

By signing this request for insurance the owner/operator agrees to all of the following:

1. To request coverage for the person listed above. Please check the appropriate box:

Owner/Operator Scheduled Contract Driver of Owner/Operator Scheduled Co-Driver

Scheduled Co-Driver or Scheduled Contract Driver will be covered only if the Owner/Operator, Scheduled Co-Driver or Scheduled Contract Driver is listed in the Schedule submitted monthly.

- 2. To make to the Motor Carrier such payments as may be required for the insurance to be provided in the manner specified by the Motor Carrier.
- 3. That all of the statements made in this Request are, to the best of my knowledge and belief, true and accurate.
- 4. To be covered under the above specified Group Policy, I must accept the terms and conditions of the Advantage Association, LLC Membership in order to participate in the discounted pricing for products and services.

EFFECTIVE DATE OF INSURANCE - The Effective Date of Insurance is the date shown in the Schedule of Benefits in each person's Certificate of Insurance provided this request has been approved by Hudson Insurance Company and its Underwriting Manager, and the proper premium has been paid.

AMOUNTS OF INSURANCE REQUESTED for: Owner/Operator | Co-Driver | Contract Driver (as scheduled above)

Accidental Death & Dismemberment Benefit: \$250,000

Disability Income Benefit

Temporary Disability - Weekly Benefit - up to \$500 Maximum Benefit

The amount or Weekly Benefit cannot exceed 70% of a person's Average Weekly Earnings. For a Maximum Benefit Period of 104 weeks

Permanent Total Disability - Weekly Benefit-up to \$500 Maximum Benefit

The amount of Weekly Benefit cannot exceed 70% of a person's Average Weekly Earnings.

For a Maximum Benefit Period to age 70; subject to SSDI Offset and Award.

Accident Medical Benefit - Maximum Benefit - \$1,000,000

Optional Riders

Non-Occupational Coverage Rider

Accidental Death & Dismemberment Benefit - \$10,000

Disability Income Benefit - None

Accident Medical - \$10,000

I hereby request enrollment for the Occupational Accident policy set forth above. I understand and acknowledged that I am an **INDEPENDENT CONTRACTOR**, and that as such, the cost of this insurance is my sole obligation and responsibility. In enrolling for this insurance coverage, I hereby acknowledge and agree that I meet the eligibility requirements of this policy. and that I am not an employee of any company for which I perform services. I further understand and acknowledged that this is **NOT WORKERS' COMPENSATION INSURANCE.**

Electric Signature: _____ Date: _____