J.A.S TRUCKING, INC

12843 S. Pulaski Rd

Alsip, IL 60803

INDEPENDENT CONTRACTOR AGREEMENT

FOR OWNER - OPERATORS

INDEPENDENT CONTRACTOR AGREEMENT FOR OWNER - OPERATORS

This agreement is made this 3TH day of **AUGUST 2024,** in the County of Cook, Between, JAS Trucking Inc., a regulated common carrier and an Illinois Corporation ("Company") and **NONAME** (°Contractor"), as follows:

Whereas, JAS Trucking., Inc intends to contract with **NONAMANE** ("Contractor") in the performance of certain tasks;

Whereas, Contractor's principal place of business is located at the following address:

Whereas, Contractor is doing business as a

(Partnership, Corp, LLC, ect)

Whereas, Company's principal place of business is located at the following address:

12843 S Pulaski Rd.

Alsip IL 60803

Whereas, Company is engaged in business as a broker of transportation services;

Whereas, Contractor declares that contractor is engaged in an independent business as an Independent Owner - Operator and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement;

Whereas, Contractor declares that Contractor will not perform its services under this contract at Company's place(s) of business. Furthermore, Contractor will not store any tools, equipment, vehicles etc at Company's place(s) of business, unless under these terms per Provision XVIII of this agreement.

Now, there in consideration of the mutual covenants, herein contained, the sufficiency of which is acknowledged, it is agreed as follows:

I. EFFECTIVE DATE

This agreement shall become effective upon signing and shall remain for (3) years from date of signing.

II. Termination

This agreement may be terminated:

Without cause by thirty (30) days written notice by either party or

With cause, at any time, upon a material breach of any term of this Agreement by either of the parties.

III. Payment.

Contractor will receive payment for services in the following manner:

Payment shall be as prescribed in the Illinois Commerce Commission Equipment Lease,

Payment shall be made "per job" in recognition by both Company and Contractor of Contractor's status as an independent contractor. Payment shall be calculated as follows:

Nothing about 26%/74% agreement is here

Contractor will receive payment based on a quote by a manager within the dispatch department. Please note if Contractor wishes it to be written they should provide an email address and quote will be sent in email by manager. A delivery quote is a quote from ramp to delivery location back to the Company's parking lot (or other termination point). In some instances a reload may be presented by either the company or via one of its many customers wishing to capture the equipment. We never require any contractor to do any work as there is no forced dispatch. However inbound equipment often requires reloading for the rate to be effective. The move is not complete until the reload move is done or the empty is back at the parking lot, or the equipment is terminated as per the UIIA contract at a valid point determined by the IEP and/ or Rez system. Please note the quote cannot be higher than the following chart which is the maximum payment for any move. In the event a quote is higher than the following chart please note, it must be an error and will not be honored.

ZONE MILES	LOADED MOVE	EMPTY MOVE	CHASSIS MOVE	BOBTAIL
1 TO 10	$104.00	$69.00	$59.00	0
11 TO 20	$113.00	$76.00	$65.00	$53
21 TO 30	$127.00	$85.00	$72.00	$60.00
31 TO 40	$140.00	$93.00	$79.00	$65.00
41 TO 50	$149.00	$99.00	$84.00	$69.00
51 TO 60	$161.00	$107.00	$91.00	$75.00

61 TO 70	$176.00	$117.00	$99.00	$82.00
71 TO 80	$194.00	$130.00	$111.00	$91.00
81 TO 90	$214.00	$142.00	$121.00	$99.00
91 TO 100	$228.00	$152.00	$129.00	$106.00
101 TO 110	$239.00	$159.00	$135.00	$111.00
111 TO 120	$254.00	$169.00	$144.00	$118.00
121 TO 130	$269.00	$179.00	$152.00	$125.00
131 TO 140	$288.00	$192.00	$163.00	$134.00
141 TO 150	$307.00	$204.00	$173.00	$143.00
151 TO 160	$318.00	$212.00	$180.00	$148.00
161 TO 170	$338.00	$226.00	$192.00	$158.00
171 TO 180	$359.00	$239.00	$203.00	$167.00
181 TO 190	$373.00	$249.00	$212.00	$174.00
191 TO 200	$388.00	$258.00	$219.00	$181.00
201 TO 210	$407.00	$272.00	$231.00	$190.00
211 TO 220	$428.00	$285.00	$242.00	$200.00
221 TO 230	$448.00	$299.00	$254.00	$209.00
231 TO 240	$469.00	$312.00	$265.00	$218.00
241 TO 250	$489.00	$326.00	$277.00	$228.00
251 + PER MILE	$1.96 / MILE	$1.30 / MILE	$1.11 MILE	$.91 MILE

In the event payment is not as expected, an email should be sent to Art.Warnecki@jastrucking.com and John.Madison@jastrucking.com. This should include the move number and the expected amount. Any dispute must be sent within thirty {30) days of payment being issued. Failure to send any emails within thirty (30) days of payment shall be binding as though proper payment was given to Contractor for the move.

In addition to the above, all paperwork must be turned in on a regular basis. If a move is done on a Saturday, Sunday, Monday or Tuesday, that paperwork is due in the office by Wednesday morning. If a move is done Wednesday, Thursday, Friday, that paperwork is due in the office by Saturday morning. Failure to turn in paperwork in a timely manner as prescribed above may delay payment, reduce payment or cause the payment to be cancelled all together. All backup paperwork is necessary for accounting to accurately prepare a check.

ACCESSORIAL REVENUE - In order to qualify for any accessorial payment including but not limited to detention, scales, overweight, driver count, lumper, ect. They must be called in to dispatch at time of occurrence. For Detention purposes this is at the 1 hour 20 minute mark after the appointment while waiting at a customer. Detention itself does not begin until the 2 or in some cases 3 hour mark, but must be called in by the 1 hour 20 minute mark. All paperwork for accessorial payment must be turned in within 24 hours of the occurrence. For more complete guidelines on receiving payment for accessorial charges refer to the company handbook that helps explain safety guidelines and payment information.

IV. Contractor's General Duties

Contractor, in its sole discretion, shall direct, in all respects, the operation of the equipment used in the performance of this Agreement for the following:

A. When a load is to be picked up, unless designated by the shipper;

B. Who unloads the vehicle unless designated by the shipper;

C. How the vehicle is to be loaded and/or tied down unless designated by the shipper;

D. Rest stops as in compliance with the Department of Transportation regulations and the selection of routes;

E. Selection of fuel and oil stops;

F. When and how the vehicle is to be repaired;

G. If and when Contractor's credit should be used;

H. Time and date of delivery (except when the time and date has been set by the consignee or consignor or broker/customer); and

I. If Contractor or its employee (s) should hire a lumper (at Contractor's expense) to unload goods at destination points.

In addition Contractor shall determine:

A. How its vehicle or vehicles are to be financed;

8. Working hours, subject to compliance with all federal and state regulatory bodies; and

C. Employees working hours, subject to compliance with all federal and state regulatory bodies; and

D. How its vehicle or vehicles are to be maintained, stored and garaged.

V. Placement of Vehicle

Contractor is required to provide a substitute/replacement vehicle and make the necessary arrangements on its own should its vehicle be inoperable or under repair.

VI. Replacement of Driver/Help

VII. Direction and Control

Contractor shall be solely responsible for the direction and control of the contractors, employees, agents or servants of contractor: Including selection, hiring, firing, supervising, directing, training, setting wages, hours and working conditions, and paying and adjusting grievances of the employees, agents or servants of Contractor, as subject to Provision VIII herein.

VIII. Method, Means, and Manner of Performance

Contractor shall determine the method and manner of performing this Agreement and shall be responsible to consignors and consignees of the Illinois Commerce Commission and the Department of Transportation, and any other Federal or state regulatory agency.

Further it is the intent of this paragraph to affirm that Contractor shall be required to meet all of the obligations assumed hereunder. Contractor is entitled to exercise the discretion and judgment of an independent contractor in determining the methods and means to be used in doing so.

IX. Laws

Contractor agrees to comply with all federal, state and local laws, rules and regulations pertaining to its performance under this Agreement, and any violation of such by Contractor or his agents shall constitute a material breach of this agreement.

X. Regulatory Requirements

It is agreed that contractor must satisfy any requirement by the Department of Transportation, FMCSA, and any other federal or state regulatory agency in the selection of employees for the performance of this Agreement, and that company may inspect the records of Contractor to assure compliance with said requirements or regulations.

XI. Drivers and Helpers

Contractor shall, at its own expense, employ all necessary contractors, contractor helpers, laborers to carry out this Agreement. Contractor shall be responsible for the wages and expenses, employment taxes (federal or state), or social security, or insurance of Contractor's employees, agents or servants.

Contractor shall hold Company harmless from any liability arising from a relationship between Contractor and any of Contractor's employees, agents or servants, whether under Industrial accident laws, worker compensation laws, employment taxes, or other state or federal laws applicable to employees and employers. Contractor shall maintain workers compensation for any employee, agents, or servant whom Contractor employs in the performance of this Agreement.

In addition, Contractor represents that it will withhold state and federal income taxes upon the wages paid by Contractor and Contractor's employees, and Contractor will be solely responsible for all employment taxes owing to the state and federal governments.

XII. No Right to Discipline

Company shall exercise no authority over contractor or contractor's employees, and has no authority to hire or fire any employees which contractor may employ. Company does reserve the right to determine at its sole discretion if Contractor or Contractor's employees are qualified and or fit to be a driver based on FMCSA rules/and or Insurance guidelines. No one unqualified in advance by the company may drive the truck for the company until they have been approved for safety sensitive functions.

XIII. No Benefits

Consistent with independent contractor status, Contractor (and its employees) shall receive no vacation or holiday pay from the company and shall not participate in plans or other company benefits enjoyed by company's own employees.

XIV. Withholding

Company is not authorized to withhold state or federal income tax, or social security tax upon the sums paid to the contractor.

XV. Choice of Maintenance Facilities

Contractor shall select its own maintenance facilities.

XVI. No Guarantee of Personal Services to Company

Contractor will determine whether contractor or contractor's employee(s), will drive the vehicle on any particular trip from among those Contractor employees who have received clearance to perform safety sensitive functions. Company will only qualify a driver for safety sensitive function but this in no way makes them an employee of the company. Contractor will determine where and if said employee will make a trip.

XVII. Additional Costs to Contractor

Contractor agrees to be responsible for all road tax, equipment fees or taxes, equipment license fees, driver's license fees, cost of fuel, fuel taxes, tolls and ferries, and any other taxes, fees or fines that may

be assessed on the equipment used by it in the performance of this Agreement in recognition of the independent contractor status of Contractor. Also, Contractor agrees to pay a reasonable fixed rental price to be negotiated between the parties and if contractor desires at any time to store equipment, vehicle ect, at company premises for any reason. Further contractors agrees to be responsible for any reservations/bookings that they fail to use or get no charged at any ramps when they are unable to utilize a reservation for any reason. Failure to complete a job in the assigned time frame can result in per diem charges which also become the responsibility of the Contractor.

In addition, any pulling of equipment in advance of the day of the move must be pre-approved unless contractor is taking responsibility for all per diem charges or other charges that occur of not pulling and ingating on the date of the move. Further Motor Carrier is bound by the rules of the UIIA and equipment damages or fees that result in the movements of said equipment. As such any bill assigned the motor carrier while the contractor was in possession of said unit shall become the sole responsibility of the contractor and must be paid back to the motor carrier. This contract authorizes Company to reduce payment or cancel payment all together to pay back any bills from lntermodal Equipment Providers or the Rails that are a result of Contractors use of the equipment in question. This includes actual damage caused by the contractor, or unreported damage upon outgate from the contractor. These types of damage bills are not timely. Road service for repair to chassis/container combinations will also be the responsibility of the contractor. In the event, the company is billed for any repair to a unit on the street by a service shop/service man/road service or any other service for repair used to repair any portion of the chassis/container combination, contractor agrees to repay the company or allow them to deduct from settlement payments for work done. Contractor has been made aware these bills may not come for 250 plus days and Contractor will still be responsible for them even after contract is terminated.

Toll roads: Contractor will pay for its own tolls. In the event a violation is assigned to the equipment the contractor is pulling for toll way violation, the contractor agrees he is responsible for the whole of toll and any subsequent fines or charges the intermodal Equipment Provider or Railroad is charging. Contractor understands the only way to avoid these fines is to check regularly his toll records and make certain all tolls are paid. These toll fines and violations are not contestable by the Company or the Contractor. They are assigned to the lntermodal Equipment Provider or rail directly and passed on to the company after they have been paid. This means the fees are in many cases higher than reasonable. Contractor is well aware of the possibility of being subject to these fines and fees as part of moving lntermodal Equipment. In the event Contractor no longer does any work with company, Contractor still agrees to pay one hundred percent of any toll fines or fees that come to the company. Contractor agrees to pay the company within 10 days of receiving the invoice from the company. In the event contractor cannot pay the fines or fees within 10 days he agrees to pay an interest rate of 3% until the company can recover the fines or fees. In the even legal action is necessary to recover the fines or fees, contractor agrees to pay all legal fees and lawyer's cost of the company in addition to the fees, fines or tolls associated.

XVII. Insurance

Contractor will carry, at its own expense insurance for the truck (physical damage), bobtail liability and any other insurance to protect the driver of said vehicle. Company will carry liability insurance that protects the public while the vehicle is in operation for the Company only. It will also carry Cargo insurance that protects only authorized cargo that is being picked up for the Company. Company will also carry a trailer interchange policy that insures equipment being pulled only when authorized by the Company for Contractor to pull. Contractor understands that all said insurance only cover on duty movements and only the public. Any insurance upon the tractor or the contractor or his employees must be purchased by the contractor himself. Also as noted in XI contractor shall maintain workers compensation for any employee, agent, contractor, or servant whom Contractor employs in the performance of this Agreement. A $10/weekly charge will be removed weekly from the contractor for the use of its liability and signs.

XIX. Liability

Contractor will be liable for all claims arising out of Contractors activities in furtherance of its duties under this Agreement. In the event Contractor makes use of Company's Liability, Cargo or Trailer Interchange Insurance, there is a $2500 deductible that applies to each insurance for all claims. This $2500 will be paid by contractor to the company for use of each type of insurance on any single claim. Contractor agrees that company may deduct the $2500 deductible per insurance used per accident. Further Contractor agrees that in the event a claim comes after this contract is null and void, contractor would still be responsible for payment to company within 30 days. Failure to make payment within 30 days of occurrence would incur a 3% interest on all money due after the 30 day mark. Should contractor fail in its obligation to pay the company for more than 60 days, it is agreed that company may sue contractor for the missing money. Contractor agrees to pay all legal fees and lawyer fees as part of the judgment.

XX. Independent Contractor

Contractor acknowledges and agrees that it has been engaged as an independent contractor and not as an employee. In recognition of this status, it shall be therefore responsible for payment of all federal, state, and local taxes arising out of its activities, including by way of illustration, but no limitation, federal and state income tax, social security tax, unemployment insurance taxes, where applicable and business license fees, where required.

XXI. Indemnification by Contractor

Contractor understands and agrees that Company is not obligated or responsible to deduct any taxes which may be imposed by any governmental authority from the fees stated, but that any such obligations are the sole responsibility of Contractor.

XXII. Responsibility of Parties

Contractor further understands and agrees that Contractor is not entitled to any employee benefits normally granted to Company's employees, and contractor shall indemnify and hold harmless Company forever harmless for any and all liabilities (including expense and attorney's fees) and all costs, loss, expenses or damages arising from employee benefits including but not limited to group accident, health insurance or any workers compensation claims, injuries to or omissions of Contractor or for failure to comply with the terms and obligations of this Agreement.

It is expressly understood and agreed that, because of Contractor's independent contractor status, Company is not obligated to carry any insurance covering Contractor, including workers compensation insurance and that Contractor shall be responsible for the payment and upkeep of its own premiums on any health, accident or occupational insurance carried by the contractor for its own protections.

XXIII. Contractor's Right to Refuse a Haul/Job

Company understands and agrees that Contractor is an independent contractor and consistent with this status, Contractor may, at its sole discretion, refuse a job offered to it by Company.

XXIV. Insolvency

Any action, voluntary or involuntary, against Contractor under any bankruptcy or insolvency proceedings, or any assigned for benefit of creditors by Contractor, shall constitute a material breach of this Agreement.

XXV. Invalidity

In the event any provision of this Agreement shall be held to be invalid, it shall not affect the validity of the remainder of this Agreement.

XXVI. Notice

Any written notice required by the terms of this Agreement shall be given either by personal delivery, certified mail or email.

XXVII. Additional handbook

Aside from this contract there is a further explanation on safety and other portions of this book that help explain payment terms. In no way is that book meant as a rule book, but rather a guidebook to assist the driver in federal/state compliance and our suggestions to avoid any accidents and maximize payment. It is understood that contractor ultimately can choose his own method to keep his accidents down as long as he follows all state and federal laws/rules.

XXVIII. Governing Law

This Agreement and any dispute there under shall be governed by the State of Illinois.

Name of Contractor's Business:

NONAME

Company's name - Print

BY **PRESIDENT**

Representative's Title *Driver's Signature*

FEIN Number:

WARNING

No one can force you to sign this form. When you sign this form you are stating that you are a sole proprietor and in the event of injury, are not entitled to worker's compensation benefits. In the event of termination of services, you are no entitled to unemployment compensation benefits.

1. I, _____Name of sole proprietor), operating in my own name or as (sole proprietor's business name, if any}, have agreed to provide services to '_____• (hereafter the " Contractor ").
2. I am a sole proprietor' ith the power of an employer as to the methods and means of providing services to Contractor.
3. I understand that services I provide to the Contractor include, but are not limited to the hauling, loading, unloading and distribution of any commodity by motor vehicle.
4. I understand that I am exempt or entitled to elect not to participate in the worker's compensation system. I hereby elect not to participate in or provide and receive compensation for accidental injuries sustained by myself arising out of and in the course of, or in connection with the services I provide to the Contractor.
5. I understand that as a sole proprietor I will not be entitled to worker's compensation benefits from myself or from the Contractor upon execution of this affidavit.
6. I am an independent contractor, not an employee of the Contractor. I do not want worker's compensation insurance for myself, and I hereby elect not to participate in the worker's compensation system and understand that, upon execution of this affidavit, I am not eligible for worker's compensation benefits in connection with the services performed for the Contractor.
7. I will obtain worker's compensation and employer's liability insurance for my employees if I have employees, unless my employees are otherwise exempt from the requirements of the Act.
8. I further understand that my compensation for services will be reported to federal and state tax authorities under Form 1099. As an independent business services provider, I am not entitled to unemployment compensation benefits upon my termination of services with Contractor.

To Whom It May Concern:

This is to verify that I will not hire any drivers without contacting dispatch within 48 hours before doing so. If we elect to do this they will be in D.O.T. compliance and any renumeration will be given to you for insurance purposes.

SIGNATURE _____

JAS internal groups - earnings details
Company is teling how internal groups are making money.
Elite - best earnig group.

JAS internal Groups	Elite	Local	Regional	Late Shift
You know price				
Target Daily $	1,100-1,600	250-1,000	900-1,600	400-600
Target Weekly $	6,000	3,000	4,500-6,000	1,400-1800
Target Monthly $	30,000	13,000	17000-24000	6000
Target Yearly	360,000-400,000$	140,000-210,000$	210,000-260,000$	74000
ELD				
Hours Daily	M Wrobel Dispatch he limits	6-15 dispatch limits	14 ELD limits	6-8 dispatch limits
DOT Valuations	Mostly	Occasionally		
Members	Art Warnecki 6 Trucks	347 Sal		
	3 Matts Trucks			
	Slawomir Stachacz 551			
	Mariusz 241, 2 trucks			
$/Hour Brutto	$100-$120	$64-$74	$78	$64-$70
Damages pays	100% Driver, tires, chassis,box	100% Driver, tires, chassis, box	100% Driver, tires, chassis, box	100% Driver, tires, chassis, box
JAS/TIR takes%	26%+(pay cut,obryw)	26%+(pay cut,небольшой)	26% to 50% (pay cut)	26%+(pay cut)
Costs $ TOTAL		~$40,000		
Fuel $ Yearly	~$40,000	~$21,000	~$50,000	~$16,000
Variable Costs		5,700		
Fixed Costs		9,500		
Tolls	~$9,000	3,500		
Miles	75,000-90,000	40,000	90,000	30,000
Galons	~11,000	5,500	13,500	
Operating hours	~4:00- no limits	~5:30-19:00 limited	~2:00-16:00	~15:00-24:00
Mostly groups do	XT or Office Depot	ACH	CHICAGO	ACH
	2-3 Ulines	XT's	DETROIT MI	ACE
	XT G2-CSX BP	EJ GALLO	AKRON IN	CLEARWATER
	CSX -ACH	SUNCAST	ALSIP	LOCAL MOVES
	ACH-CSX 59	ACH		SWIPPING GARBAGE MOVES
	or 12 XT G2-CP	SWIPPING GARBAGE MOVES		

JAS internal groups.
Company never is telling it for new contractors