



Carrier Setup Packet  
4650 Mountain Lakes Blvd.  
Redding, CA 96003

Phone: (530) 243-6178 Fax: (530)243-6166

- **Auto Liability Insurance - \$ 1,000,000 Minimum**
- **Cargo Insurance - \$ 100,000 Minimum**
- **Certificate of Drug Testing Compliance**
- **IRS W-9 Form**  
Must fill out (Rev. 12-2014) that comes in the packet
- **Shasta Transportation, Inc. Carrier Agreement**  
Completed and signed with no modifications or omissions
- **Worker's Compensation Insurance**  
Required only if you have company drivers
- **CA-DMV Motor Carrier Permit and CA #**  
Required for Intrastate (California Only) loads
- **Copy of Motor Carrier Number if applicable**  
Required for Interstate (Out of state) loads
- **Copy of CARB Compliance Truck and Bus Reporting Certificate**

We must have all of the above information in our office before we can disperse loads. Please call the phone number above should you have any further questions.

Sincerely,

Matthew Lord, Operations Manager  
Shasta Transportation

## Contact Information Cover Page

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MC#: \_\_\_\_\_

DOT#: \_\_\_\_\_

CA#: \_\_\_\_\_

Shasta Transportation Inc.  
4650 Mountain Lakes Blvd.  
Redding, Ca 96003  
**INDEPENDENT CARRIER AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between:

**Broker: Shasta Transportation, Inc.** ["Broker"], of Redding, California; and

**Contractor:** \_\_\_\_\_, ["Contractor"] of [insert  
address:] \_\_\_\_\_,  
\_\_\_\_\_ California

**PART 1. PURPOSE AND INDEPENDENT CONTRACTOR STATUS**

Section 1.01. **Purpose of Agreement.** Broker is engaged in the business of acting as a broker for its customers whereby Broker locates certain independent trucking companies such as Contractor to transport freight on behalf of such customers (the "Customer") and ultimately such freight is transported by Contractor pursuant to agreements to transport such freight between the Customer and Contractor. The purpose of this Agreement is to outline the terms and conditions upon which Contractor will haul freight for customers located from time-to-time by Broker. Nothing in this Agreement shall be construed to require Broker to any specific number of loads or quantity of freight or numbers of customers to Contractor nor shall Contractor be deemed obligated to accept any transportation job for any Customer. It is expressly understood, agreed and confirmed by the parties hereto that Broker has no interest in any motor vehicle owned by Contractor, and has neither sold, transferred or leased any motor vehicles to Contractor. This Agreement shall not be an exclusive relationship between the parties and Broker may use other independent trucking companies to transport freight for customers. Contractor may transport freight for other customers or render other services on its own account provided that (a) such service does not materially interfere with Contractor's performance under this Agreement; and (b) Contractor has not otherwise violated the provisions of Section 6.05 governing the solicitations of customers of Broker by Contractor.

Section 1.02. **Independent Contractor.** The Broker is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of the Contractor. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of Broker. Although Broker is the contact for customers, the parties agree that all agreements for the transportation of freight is between Contractor and the Customer and Broker shall not be deemed to be responsible for any issues relative to the actual transportation of freight for Customers. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Broker and Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes.

Section 1.03. **Employees of Contractor.** No agent, employee or servant of the Contractor shall be deemed to be the employee, agent or servant of the Broker. None of the benefits provided by the Broker to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from the Broker to the Contractor, or to the employees, agents or servants of the Contractor. The Contractor will be solely and entirely responsible for his acts and the acts of his agents, employees, servants and subcontractor during the performance of his agreement.

The Contractor shall retain sole financial responsibility for all withholding and employment taxes due to the federal, state or local governments on account of the work performed by the Contractor and his employees under this Agreement. The Contractor agrees to indemnify and hold harmless the Broker from (a) any claims made by the employees and workers of the Contractor which arise of the services to be performed in this Agreement; and (b) any claim made by federal, state and/or local governments on account of highway use, withholding and employment taxes.

**PART 2. TERM OF CONTRACT**

**Section 2.01. Term of Agreement.** This agreement shall commence on the date of execution and continue for a period of one (1) year, and shall be automatically renewed from year to year thereafter unless terminated by written notice from either party given not less than thirty (30) days prior to the end of the initial or any extended term hereof. Notwithstanding the foregoing; at any time during the term hereof, this Agreement may be terminated in accordance with the following provisions: (a) If a party has materially breached the agreement, this Agreement may be terminated on 48 hours' prior written notice; or (b) this Agreement may be terminated by either party without cause on thirty (30) days prior written notice to the other party. For purposes of this Agreement, any breach or violation of any section of Part 3 or Part 5 shall be deemed a "material breach". Even after termination, this Agreement shall govern all disputes and claims between Broker and Contractor, including obligations and liabilities concerning commissions, transactions, indemnification by Contractor and solicitation of customers. Upon termination, Contractor will have an obligation to complete hauling of particular items of freight for any Customer unless Contractor has the prior written approval of Broker to not complete the particular project.

### **PART 3. SERVICES TO BE PERFORMED BY CONTRACTORS**

**Section 3.01. Method of Performing Services.** Subject to the limitations imposed in this Part III and under the supervision of Broker as required by law, Contractor will determine the method, details, and means of performing the services described this Section. Contractor shall not enter into agreements on behalf of Broker without Broker's express written approval.

**Section 3.02. Services.** In exchange for the compensation paid to Contractor, Contractor agrees to provide such services generally performed by a trucking company.

**Section 3.03. Records.** Contractor shall complete such forms, documents and materials required by Broker from time-to-time, pursuant to those rules and regulations established by Broker. These records shall be prepared in compliance with all applicable state and federal regulations, the regulations and requirements of those participating customers, as well as regulations of Broker. The records and all other files relating to transactions with the Customer will at all times remain the property of Broker.

**Section 3.04. Performance Standards.** As to all professional services and duties to be performed by Contractor, Contractor shall act and perform in a competent, efficient and satisfactory manner, consistent with currently approved methods and practices customarily observed within the community and in accordance with the customs, usage and/or standards currently accepted within the trucking industry.

**Section 3.05. Best Efforts.** Contractor shall work diligently and with best efforts to otherwise promote the business of serving the Customer to the end that Broker and Contractor may derive the greater benefit possible, in accordance with law.

**Section 3.06. Loading and Unloading Responsibility.** The responsibility for loading and unloading the property to be transported onto and from the motor vehicle is that of Contractor, and no compensation shall be paid therefor by Broker to Contractor. Contractor is solely responsible for the cargo and any damage caused by Contractor.

**Section 3.07. C.O.D. and Freight Charges.** In connection with any C.O.D. and freight charges, the Contractor shall perform all of the obligations, directions and instructions set forth in any of the shipping documents of the Broker, the shipper, and the Customer.

**Section 3.08. Broker Credit.** Contractor shall not have the authority to charge or obtain any article of property or other thing of value on the credit of the Broker, unless specifically authorized by Broker in writing.

**Section 3.09. Accident.** Contractor will promptly notify Broker in writing should an accident occur or if there is a customer complaint or damage or loss to cargo.

### **PART 4. COMMISSIONS**

**Section 4.01. Minimum Fee.** Contractor shall be paid the commission or payment amount and other terms established for that particular job. Contractor is free to reject any particular job; but once such job is accepted agrees to perform such job on the payment terms set by Broker and otherwise in accordance with this Agreement. If Contractor commences a particular job, it is presumed Contractor accepted the amount established for that job.

**Section 4.02. Payment Term.** Broker will make payments to Contractor on the 15<sup>th</sup> and last day of each month (collectively the "Payment Dates"). Broker will not pay Contractor until the next Payment Date at least 30 days following completion of the particular trucking job so that projects completed between the first through 15<sup>th</sup> of a particular month shall be due on the 15<sup>th</sup> day of the following month and projects completed after the 15<sup>th</sup> day of a particular month shall be due the last day of the following calendar

