



GoFreightHolding

Go Freight Holdings Inc
OWNER-OPERATOR TRIP AGREEMENT

A Between:

Go Freight Holdings, INC
1076 Nash Road
Ridgeville, SC 29472
USDOT 3024897 MC 036378

B. Independent Contractor

Name	
Address	
City	
State	
ZIP	
Telephone	
Email	
Pay Plan	

Important Note: Please initial each page after reading

Company or Person Name Of Independent Contractor _____

Signature of Independent Contractor _____

Signature of Carrie's Authorized Agent _____

INITIAL HERE _____



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CMV Information

Make	
Year	
VIN	
Plate	
State	
Pay Plan	
Pay Plan	(GCWR)

Make	
Year	
VIN	
Plate	
State	
Pay Plan	
Pay Plan	(GCWR)

INITIAL HERE _____



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Make	
Year	
VIN	
Plate	
State	
Pay Plan	
Pay Plan	(GCWR)

1. AGREEMENT

For and in consideration of the compensation set for in section III of this agreement, hereinafter called
GO FREIGHT HOLDINGS, INC herein called CARRIER, the equipment described in the previous section

B. together with qualified drivers, and CARRIER agrees to contract to load and transport freight.

In witness whereof CARRIER and _____ herein called

INDEPENDENT CONTRACTOR hereby enter into this agreement this day which shall be effective

date hereof, and agree to be bound by all terms thereof as set forth in the attached schedule,

which is made part hereof the same as if it was fully set forth herein. The terms of this

The agreement shall be automatically renewed for one year, unless either party shall, at least thirty



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(30) days prior to the expiration of term, give written notice of the intention not to renew the agreement.

II. SCHEDULE OF COMPENSATION CARRIER agrees to \$ _____ for each load, minus

applicable, escrow deductions, cargo/liability insurance, trailer, trailer maintenance, fuel, IFTA

tax, and agreed on upon damage payment.

CARRIER agrees to pay, and INDEPENDENT CONTRACTOR agrees to accept as full and complete

payment for use of the equipment and for the performance of obligations accepted by INDEPENDENT

CONTRACTOR under this agreement, compensation as set forth above. CARRIER shall

compensate INDEPENDENT CONTRACTOR within 14 days after the submission by the

INDEPENDENT CONTRACTOR of the proper paperwork as listed below:

- 1. Bill of lading**
- 2. Signed Delivery Receipts**
- 3. Driver Logbook**
- 4. Fuel expense receipts**
- 5. Trip Sheet**

Any expenses including lumper fee's, tolls, scale tickets, fuel, etc. is an expense of the

INDEPENDENT CONTRACTOR himself and will be deducted from the payment.

All applicable paperwork must be submitted to CARRIER no later than close of business (5 PM)

Monday – Friday in order to be paid within 14 days. If paperwork is not complete, INDEPENDENT CONTRACTOR will not be paid until submitted.

Fuel tax accounting services will be available to the INDEPENDENT CONTRACTOR if he chooses,



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and fees will be paid to the company providing services. If not, all quarterly fuel tax payments are the full responsibility of the INDEPENDENT CONTRACTOR.

There will be a fee of \$_____US dollars per week. Please select if you would like to GO

FREIGHT HOLDINGS, INC provide fuel tax accounting services:

_____I choose to use the reporting services chosen by the carrier.

(Initials)

_____I choose to file my own quarterly fuel tax return.

(Initials)

It is agreed that escrow funds set up per Commercial Motor Vehicle at the time of the execution of the agreement.

RULES OF CONDUCT FOR ALL DRIVERS UNDER THIS AGREEMENT

1.) All drivers must complete a pre-trip inspection on the tractor and trailer, according to D.O.T.

regulations GO FREIGHT HOLDINGS INC must be informed of any problems noticed during the pre-trip inspection.

2.) All drivers must check-in at 9:00 A.M. or 09:00 P.M. each day with a report of their location

and expected delivery times and if any problems have been encountered since the last check-in.

A voice message may be left for the dispatch department if no one is at the office at the time of the call.



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- 3.) If the load requires refrigeration, the driver must check the condition of the trailer every eight (8) hours, including temperatures, required by the shipper, and fuel level in the trailer. The company will not be held responsible for damaged cargo, due to negligence or improper inspection. Any deducted charges against cargo liability will be held from the INDEPENDENT CONTRACTOR'S settlement. All drivers are required to provide complete protection and safety of all cargo, whether refrigerated or dry.**
- 4.) All drivers are required to keep a logbook up-to-date for each portion of a trip. All logbooks must be completed and turned into the company upon the driver's return to the office and kept on file according to D.O.T. regulations. Any logbook violations will be paid by the driver, not the company. If a load is not picked up or delivered late, due to a police order or for any other reason unless approved by the shipper and receiver, all charges incurred by GO FREIGHT HOLDINGS, INC will be withheld from the INDEPENDENT CONTRACTOR settlement.**
- 5.) All drivers must inspect the loading of the trailer, where allowed, and check the weight at the nearest scale. If the load appears to be overweight, the driver must inform GO FREIGHT HOLDINGS, INC immediately by phone and return to the original loading area for proper weights. The CARRIER will not pay any citations due to overweight violations.**
- 6.) During loading, the driver must pay attention to the condition of the load, and the number of**



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pallets placed on the trailer. If the driver observes any damage such as the bad condition of the product, broken boxes, spilling, etc. The driver should stop the load process and immediately Inform GO FREIGHT HOLDINGS, INC If the CARRIER approves the damaged load, the driver must note the damage on the Bill of Lading, request the previous damage to the load.

7.) At all times, the driver must be courteous and respect all rules and regulations of customers, other drivers, and officers of all regulatory agendas.

8.) Under this agreement, no driver shall be used until that driver has been accepted, by the

LESSEE, as having met the minimum qualification requirements of the FMCSR

9.) Whereas, if anyone more of the provision contained in this agreement shall for any reason

be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, but shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

RELATIONSHIP OF PARTIES

1.) The parties intend to create by this lease a relationship of CARRIER and INDEPENDENT CONTRACTOR and not that of employer and employee. Neither the INDEPENDENT CONTRACTOR nor its agents are to be considered employees of the lease at any time, for any purpose.

2.) INDEPENDENT CONTRACTOR shall operate equipment covered by the agreement or furnish sufficient employees to operate said equipment. Any employees furnished by INDEPENDENT CONTRACTOR shall be his employees (EXPLAIN IN SECTION III.8. RULES OF CONDUCT FOR ALL DRIVERS) and will be paid and controlled by INDEPENDENT CONTRACTOR, unless agreed to undergo CARRIER'S payroll services (EXPLAIN IN SECTION II.E SCHEDULE OF COMPENSATION).



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INDEPENDENT CONTRACTOR represents that any employees furnished by him are competent, reliable, physically fit, and are familiar with state and federal motor carrier safety rules, laws and regulations. To the extent required by applicable law, the **INDEPENDENT CONTRACTOR** shall maintain worker's compensation coverage for all employees. **INDEPENDENT CONTRACTOR** shall be responsible for withholding and remitting to proper authorities all payroll taxes for his employees.

3.) **CARRIER** will provide a statement of earnings to the **INDEPENDENT CONTRACTOR** showing annual compensation and will report same to **INTERNAL REVENUE SERVICE** on IRS form 1099.

4.) **INDEPENDENT CONTRACTOR** may temporarily remove leased equipment from the operation of the **CARRIER** under this lease for periods of less than 30 days, subject to notification of and approval by **CARRIER**. During such periods, **INDEPENDENT CONTRACTOR** shall remove the **CARRIER** identification plate cards, card and shall not operate under the authority of the **CARRIER** (Any tickets or violations by the **CMV** in period of canceling agreement will be the sole responsibility of the **INDEPENDENT CONTRACTOR**)

5.) The parties further intend that the relationship created by this lease comply in all respects with the regulations of the **I.C.C.** governing the lease and interchange of vehicles by authorized carriers.

INTERPRETATION OF THIS AGREEMENT

This lease shall be interpreted under the laws of the State of South Carolina.

Employees or

agents of one party shall not be considered as employees or agents of the other party. In

witness whereof, the pages have signed, sealed, and delivered their presents on the

_____ day of _____ which dare shall be the effective date.



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CARRIER

Print Name	
Sign Name	
Title	
Date	

INDEPENDENT CONTRACTOR

Print Name	
Sign Name	
Title	
Date	

This lease shall be executed in duplicate INDEPENDENT CONTRACTOR shall keep one copy of the lease on each load during the period of this trip lease agreement, CARRIER shall keep the original copy.

Whereas CARRIER reserves the right to terminate this agreement if any of the times of said agreement are violated by INDEPENDENT CONTRACTOR
If the INDEPENDENT CONTRACTOR misses a load or is a no-call no-show CARRIER has the right to withhold payment or deduct from pay.