

Capital Logistics, LLC -- Lease Agreement

This lease agreement is made and entered into as of this day _____ (Date) between Capital Logistics, LLC (EIN 47-3420860) of Memphis, TN (hereinafter referred to as "LESSEE"), and

BUSINESS NAME: _____

PERSONAL NAME: _____

ADDRESS: _____

TRUCK NUMBER: _____ (last 4 digitis of vin)

(Hereinafter referred to as "LESSOR.")

Recitals

Whereas, LESSEE is engaged in the transportation of general and specified commodities as a motor common and contract carrier in interstate commerce pursuant to certificates and permits granted by the Federal Motor Carrier Safety Administration ("FMCSA"), and LESSEE desires to lease the Equipment which shall be operated by LESSOR's professional drivers and

Whereas, LESSOR is engaged in the providing of equipment operated by LESSOR's professional drivers, and LESSOR is ready, willing, and able to furnish LESSEE with the equipment which shall be operated by LESSOR's professional drivers, according to the terms and conditions set forth below.

Now, therefore, in consideration of the promises set forth below, the parties agree as follows:

- 1.) Equipment Leased:** LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR that certain motor vehicle Equipment which is referred to in this Agreement as the Equipment and which is more fully described in Appendix B to this Agreement. LESSOR warrants that the Equipment is complete with all required accessories, is in good and safe operating condition, and complies with all applicable local, state, and federal laws and regulations pertaining to LESSEE, LESSOR, and the operation of Equipment. LESSOR represents and warrants that LESSOR has title to or is otherwise authorized to contract the Equipment and provide the transportation services Contemplated in this Agreement and to LESSEE.
- 2.) Identification of Equipment:** During the term of this lease the Equipment shall be properly and correctly marked in accordance with the requirements of the LESSEE relating to the FMCSA and the current published guidelines identification of motor carrier vehicles indicating that the Equipment is identified by a removable device shall be on durable material and shall bear a serial number in LESSEE's own series. All such identification shall be removed by LESSOR and returned to LESSEE upon termination of this lease and prior to relinquishing possession of the Equipment, and prior to final payment of a rental due to LESSOR.
- 3.) Independent Contractor:** LESSEE and LESSOR mutually agree that the purpose of this Agreement is for LESSOR to furnish Equipment to LESSEE under "wet lease" (that is, LESSOR's drivers shall operate the Equipment) and for LESSEE to achieve the result of having commodities and goods hauled from the point of origin to the point to destination within the time periods required by LESSEE's customers, all in accordance with applicable governmental and safety regulations. LESSOR's operations shall occur off-site of LESSEE's premises, and the methods, scheduling, and hours of operations utilized by LESSOR to accomplish the delivery results shall be determined by LESSOR, at all times consistent with governmental and safety regulations. LESSOR shall retain its own drivers, helpers, repairmen, and other personnel to accomplish LESSOR's obligations and shall provide its own tools, repairs, and operating expenses for the Equipment.
- 4.)** Provided that all of LESSEE's name, markings, serial numbers, license plates, base plates, permits, identification devices, motor carrier permits and numbers, or similar identification of LESSEE has been previously removed, and provided that no insurance furnished by LESSEE is in force (collectively, the "LESSEE Identification"), then LESSOR may utilize the Equipment for other business.
- 5.)** The parties agree that at all times during the term of this lease, and in the performance of the duties responsibilities set forth in this lease, the LESSOR shall be considered to be an independent contractor and not an employee of LESSEE. The duties and responsibilities assumed by the parties under this lease shall not cause LESSEE to be considered an employer of LESSOR or LESSOR's drivers. If LESSOR retains any drivers, helpers, or other personnel to assist him in the operation of the Equipment or the performance of his obligations under this Agreement, LESSOR shall be responsible for the payment of all social security taxes, withholding taxes, FICA, FUTA, and any other state or federal taxes or other payments which may be due from an employer. LESSOR shall furnish LESSEE, upon request, with

Lessor Initials: _____

satisfactory evidence that all such taxes and similar payments have been paid. LESSOR and its drivers shall, as required by 49 C.F.R. (382.103), comply with LESSEE Drug and Alcohol Policy, including participation in LESSEE random drug and alcohol testing program, and any Addendums or revisions thereto.

6.) Rental: LESSEE shall pay to LESSOR as use of the Equipment, as well as for the LESSOR's driver services to operate the Equipment, according to the LESSOR's schedule of rental set forth in Appendix B attached to this Agreement. The parties may from time to time agree upon a new schedule of rental by executing a new Appendix B to this Agreement. Circumstances may warrant a verbal agreement on certain movements or lanes not specifically noted in Appendix B.

7.) 7 Day Payment: LESSEE shall make payment to LESSOR within 7 days after receipt of all necessary documents and the satisfactory completions of a dispatch employing the Equipment. LESSEE shall not be required to make payment to LESSOR for a dispatch until LESSOR has fulfilled all of its obligations under this Agreement and LESSEE has received the driver's daily log books, original bills, lumper receipts and all documents necessary to secure payments from shipper.

8.) Charge Back & Deductible Expenses: LESSOR is responsible for the cost of and authorizes and agrees that LESSEE may take deductions from LESSOR's rental for certain charge back items, purchases, payments made to other parties by LESSEE on behalf of LESSOR, or other services as identified along with the costs in Appendix B. If rental is insufficient, in the next settlement or subsequent settlements, LESSEE shall deduct the items upon termination of the Lease Agreement from the balance in the LESSOR's maintenance escrow reserve account or final balance owed to LESSOR.

9.) Exclusive Use of Equipment: Pursuant to 49 C.F.R. (376.12c), this Agreement recites, and the parties agree that LESSEE will have exclusive possession, use and control of the Equipment, and LESSEE will assume complete responsibility for the operation of the Equipment, to the extent required by such regulation during the term of Agreement. Both LESSEE and the LESSOR agree and acknowledge that this provision is set forth solely to confirm with 49 C.F.R. (376.12c), and will not be used for any other purposes, including any attempt to classify LESSOR or LESSOR's employees and employees of LESSEE. It is the express intent of the parties that LESSOR shall be an independent contractor, not an employee of LESSEE for all purposes. At no time shall any passengers or other persons be transported in/on the Equipment other than specifically authorized by LESSEE.

10.) LESSEE shall have the right to use the Equipment for an lawful business purpose and shall be fully responsible to the shipper and the public for the operation of the Equipment while being operated by LESSOR's drivers pursuant to this Lease (except as otherwise provided in this Agreement). LESSEE shall not be liable or responsible for any breach of this Agreement committed by LESSOR or any person operating the Equipment with the knowledge of LESSOR. Under no circumstances may the Equipment be operated outside of the scope of this Agreement or in business performed for parties other than LESSEE, unless first authorized in writing by LESSEE, or with all LESSEE Identification having been removed and such actions may result in immediate termination of this Agreement.

11.) LESSOR's Duties and Responsibilities: LESSOR shall perform the following duties and responsibilities:

A. Transport Commodities: LESSOR shall transport commodities tendered to it by LESSEE customers in an efficient and prompt manner in accordance with dispatch times and locations given by LESSEE and in accordance with all applicable federal, state, and local laws and regulations. LESSOR shall perform accessorial services that shall include, but not be limited to pickup, delivery, detention, loading, and unloading the cargo (as provided by Appendix B).

B. Expenses: LESSOR shall pay all expenses incurred in the operation and maintenance of the Equipment, including, but not limited to fuel and use taxes, lubricants, oils, repairs, accessories, tires, safety equipment, tolls, annual inspections and base plates (as provided by Appendix B).

C. Maintenance of Equipment: LESSOR shall maintain the Equipment in good operating order, repair and appearance and in compliance with all safety regulations and all other regulations and requirements of any federal, state, and local government authority, and in compliance with all safety regulations and requirements established by LESSEE. *LESSOR is responsible for getting an Annual Inspection every 90 days from a pre authorized mechanic or shop.* The equipment must be limited to a maximum speed of 70 mph, but in no event will LESSOR exceed the posted speed limit. LESSEE retains the right to check equipment for compliance.

D. Drivers: LESSOR shall provide competent and qualified professional drivers for the operation of the Equipment, which drivers shall be acceptable to LESSEE, and LESSOR shall cause its drivers to perform their duties in a manner satisfactory to LESSEE's customers.

E. Shipping Documents: LESSOR shall deliver to LESSEE all shipping documents, including but not limited to bills of lading, delivery receipts, other documents which evidence receipt of the commodities transported, fuel cards, fuel purchase receipts, and drivers' daily log books, as well as such other documentation which LESSEE may from time to time require.

F. Return Items: LESSOR shall promptly return to LESSEE upon termination of this lease all license plates, base plates, permits, identification devices, and evidence of motor carrier permits which LESSEE is required by law to obtain and place in LESSOR's possession, notwithstanding the fact that LESSOR may have paid for some or all of such items. The unused worth for any base plates or permits not returned to LESSEE will be charged to LESSOR. LESSOR shall also return all satellite communications hardware provided to LESSOR by LESSEE.

G. Deductible for Damages: LESSOR shall pay to LESSEE a maximum amount of \$5,000.00 for any or all property damage or damage occurring to a trailer not owned by LESSOR which is pulled or operated by the Equipment. LESSOR shall pay to LESSEE the cost (up to net book value) to repair or replace satellite communication hardware due to negligence or willful destruction caused by LESSOR. LESSOR shall pay to LESSEE a maximum amount of \$5,000 to cover deductible related to cargo claims which may arise on any load under LESSOR's dispatch.

H. Statement on Vehicle: LESSOR shall maintain on the Equipment, at all times during the term of this lease, a statement with the pertinent information as to the fact of this lease and the identity of LESSOR and LESSEE are set forth.

I. Worker's Compensation: LESSOR shall maintain worker's compensation insurance coverage, (including federal and state unemployment) and other required coverage on all of its employees and all other persons who may use or operate the Equipment. If LESSOR is not required by State Law to carry Worker's compensation Insurance, Occupational Accident Insurance may be acceptable. Prior approval by LESSEE with and acceptable insurance carrier and minimum limits are as outlined below:

- \$1,000,000 medical
- \$250,000 Accidental Death Limit;
- \$250,000 Accidental Dismemberment Limit;
- \$250,000 Paralysis Limit;
- \$700,000 Weekly Disability Limit;
- \$5000 Non-occupational accident limit
- \$10,000 Non-occupational death & dismemberment limit

J. Non-Trucking Insurance: LESSOR shall maintain, at its sole expense, during the term of this lease a policy or policies of insurance with a recognized and reputable insurance company authorized to do business in Tennessee, insuring LESSEE and LESSOR as their interests may appear, *for at least \$1,000,000.*, combines single limit coverage, which insurance shall apply whenever the Equipment is used by LESSOR upon any business other than the business of LESSEE. *LESSOR shall provide a certificate of insurance to LESSEE in which LESSEE is named additional insured.* For any such coverage obtained through LESSEE, a copy of the policy will be provided to LESSOR upon request and a certificate will be provided to the LESSOR.

The definition of the "Business of LESSEE" and/or "Under the dispatch of LESSEE" does not include driving to and from the home or place of residence of the LESSOR or the LESSOR's driver. Until such time the LESSOR receives specific instructions with regards to the location for pickup and delivery of a load, LESSOR is not considered to be "under dispatch"

K. Return of Trailers: LESSOR agrees to return any trailer provided for its use by LESSEE in the same good condition as received by LESSOR, reasonable wear and tear excepted, along with any and all other equipment and property belonging to LESSEE immediately upon LESSEE's request or upon termination of this Agreement. Upon return of the equipment it must be swept out, de-identified and in good condition. Lease will continue until the trailer has been returned to a designated drop yard and signed released by Capital Logistics.

12.) LESSEE's Duties and Responsibilities: LESSEE shall perform the following duties and responsibilities:

A. Solicitation LESSEE shall solicit the transportation of commodities within the scope of LESSEE's federal and state operating authorities. Although LESSEE will use reasonable efforts to make shipments available to LESSOR for transportation during the term of this Agreement, LESSOR acknowledges and agrees that LESSEE does not guarantee any specific number of shipments or amount of revenue to LESSOR.

B. Dispatch LESSEE shall dispatch LESSOR and/or LESSOR's drivers as to pertinent matters in regard to the receipt, transportation, and delivery of commodities to be transported by the Equipment. In the event that LESSEE's business can be adversely affected by such dispatch, LESSEE in its discretion may refrain from using equipment and/or LESSOR's drivers.

C. Payment and Compensation LESSEE shall make payment to LESSOR for the Equipment in accordance with the terms and conditions set forth in this Appendix B.

Lessor Initials: _____

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D. Advances In its sole discretion LESSEE may elect to make cash advances on LESSOR's behalf as authorized.

E. Tariffs, Rules, Regulations and Policies LESSEE will maintain at its general office, for inspection by LESSOR (whenever required by applicable law), as well as the general public, all tariffs, rules, regulations, and policies established by LESSEE or on its behalf, which publication shall show rates and charges for transportation.

F. Copies of Freight Bills LESSEE may at its discretion provide a copy of each rated freight bill to LESSOR before or at the time of payment when rental due to the LESSOR is based upon the percentage of the total revenue received by LESSEE (LESSEE shown on the freight bill). LESSOR may at any reasonable time examine copies of LESSEE's applicable tariffs to verify the accuracy of the rental paid (LESSOR may not, however, remove copies of LESSEE's tariffs from LESSEE's office).

G. Statement on Equipment LESSEE shall provide a statement to be carried with the equipment wherein the pertinent information as to the fact of this lease and identity of the LESSOR and LESSEE are set forth.

H. Cargo and Property Damage Deductions LESSEE shall provide LESSOR with a written explanation and itemization of any deductions made on cargo, property, or LESSEE trailer damage loss prior to making the deduction.

I. Reserve Account: LESSEE may withhold from the rental payable to LESSOR an amount of \$1,000.00 for the purpose of establishing a reserve account, which shall serve as a source of repayment to LESSEE for (i) any claims against LESSEE made by creditors of LESSORs or its drivers, (ii) advances made by LESSEE to LESSOR or its employees or drivers, and (iii) the purchase of base plate (as provided by Appendix B), (iv) any other payments or obligations which may be due from LESSOR to LESSEE.

J. Cargo Insurance: LESSEE shall maintain cargo insurance covering the cargo transported by the Equipment, except as to losses from shortage, pilferage, and spoilage for which LESSOR is responsible as set for in Appendix B. LESSOR may be responsible for all or part of deductible of \$4,000 resulting from insurance claims.

K. Property Damage and Public Liability: LESSEE shall maintain insurance covering public liability and property damage (damage to the property of a third party), which such coverage and deductibles as LESSEE in its sole discretion may deem appropriate as in accordance with applicable state and federal law.

L. Collision, Fire, and Theft: LESSEE shall not carry or maintain collision, fire, theft, or similar insurance on the Equipment. It shall be within the sole judgment and discretion of LESSOR as to whether LESSOR shall maintain any such insurance shall be carried at the sole expense of LESSOR.

M. Business Purpose: Any insurance described in section II of this Agreement that is maintained by LESSEE shall be effective only while the Equipment is operated by and in the business of LESSEE and within the scope of this Agreement.

N. Release of Liability and Indemnification: LESSEE shall not be liable to LESSOR or its employees or drivers for any wear, tear, or depreciation to or resulting from the use of the Equipment, nor shall LESSEE be liable for risk of loss or damage caused to the Equipment by reason of any accident, collision, theft, fire, or any other hazard or casualty, or by the acts of LESSOR or its drivers or employees or any third parties or from any loss or damage which may result from acts of God or events beyond LESSEE's control. LESSOR shall indemnify and hold LESSEE harmless from any and all claims, demands, liabilities, or expenses (including attorney's fees) which may arise out of the acts, omissions, or negligence of LESSOR or its employees, agents, contractors, or drivers.

O. Governing Law: This Agreement shall be deemed to be executed in the State of Tennessee and shall be governed by the laws of the State of Tennessee (without regard to its conflicts of law principles).

P. Equal Opportunity: LESSEE supports equal opportunity and non-discrimination, and expects its LESSORs to do so. LESSOR and LESSEE agree that this Agreement shall comply with all laws and regulations pertaining to equal opportunity and non-discrimination, including 41 C.F.R. S60-1 (d), and by this reference, the parties incorporate into this Agreement Executive Order 111246, Part II, Subpart B, S202, pertaining to Equal Opportunity and Nondiscrimination in Employment by Government Contractors and Subcontractors and by LESSOR's drivers and other employees of LESSOR.

Q. No Requirement to Purchase or Lease: LESSOR shall not under any circumstances be required to purchase or rent any product, equipment, or service from LESSEE as a condition of this Agreement.

R. Initial and Renewal Term: The term of this Agreement shall initially be for a period of 180 days commencing on the date of this Agreement. The term of this Agreement shall be automatically renewed for consecutive terms of 180 calendar days set thereafter, unless sooner terminated as set forth below.

Lessor Initials: _____

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S. Default: A party may elect to immediately terminate this Agreement by delivery of written notice of termination in the event that the other party fails to perform any of its obligations set forth herein. LESSOR understands that if LESSOR'S lease agreement with LESSEE is terminated for any reason, in less than 180 days from the date of signing lease, LESSOR will forfeit \$350.00 of LESSOR'S escrow or final payment to cover any and all costs of the prequalification testing (drug test, physical & inspection, etc). If said lease agreement is cancelled and escrow funds are not available from LESSOR, LESSEE will use whatever means necessary to collect this outstanding debt.

T. Waiver: The failure or refusal of either party to insist upon the strict performance of any provision of this Agreement, or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a customary practice contrary to such provision or right.

U. Entire Agreement: This Agreement and the Appendices referred to herein constitute the entire Agreement between the parties and supersedes all previous agreements between the parties covering this subject matter.

V. Fuel Taxes: LESSOR shall be responsible for providing LESSEE with an accurate accounting of all fuel purchases and miles traveled for the purposes of computing state fuel tax liability. This accounting is to be provided on Trip Report forms or the use of BigRoad Trucker App which is to be turned into LESSEE on a weekly basis. Failure to turn in weekly trip report may result in withheld pay and any penalties incurred from the state to the LESSEE to be passed onto the LESSOR.

W. Confidentiality: LESSOR hereby recognizes and acknowledged that any list of LESSEE'S customers, as it may exist now or from time to time, is a valuable, special, and unique asset of the business of LESSEE. LESSOR agrees, during and after the term of this Agreement not to disclose the list of LESSEE'S customers or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without LESSEE'S prior written consent. LESSOR agrees to preserve as "Confidential Matters", all trade secrets, knowhow and information relating to LESSEE'S business, forms, processes, developments, sales and promotional systems, prices and operations, which information may be obtained from tariffs, contracts, freight bills, letters, reports, disclosures, reproductions, books, records, or other LESSORS, and other sources of any kind resulting from this Agreement, LESSOR agrees to regard such Confidential Matters as the sole property of LESSEE and shall not publish, disclose, or disseminate the same to others without the written consent of LESSEE. LESSOR agrees to not back solicit any customer of LESSEE, either directly or indirectly. As liquidated damages, LESSOR agrees to pay back a twenty percent (20%) commission on all traffic handled for customers first introduced to LESSOR by LESSEE for a period of twenty four (24) months following cancellation of this Agreement. Nothing hereunder shall be construed as prohibiting LESSEE from pursuing any remedies available to LESSEE at law or inequity for such breach, including the recovery of monetary damages from LESSOR. During this agreement and for a period of 3 years after the termination of Agreement, LESSOR agrees not to directly or indirectly engage in any type of business arrangement with any of LESSEE'S current or former customers, contractors, employees, and/or dispatchers without the written consent of the LESSEE. As liquidated damages, LESSOR agrees to pay a twenty percent (20%) commission on all revenue handled involving current and former customers, contractors, employees, and / or dispatchers in breach of Agreement to LESSEE. In the event of any breach or threatened breach by LESSOR of the provisions of this paragraph, LESSEE shall be entitled to an injunction, restraining the LESSOR from disclosing, in whole or in part, the list of LESSEE'S customers, and all other Confidential Matters and relationships deemed a breach in the Agreement.

X. Miscellaneous: This Agreement contains the entire AGREEMENT between the parties and may not be modified or amended except by written Agreement executed by one of the LESSEE'S Officers and LESSOR

AA. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors. LESSOR may not assign or subcontract all or portion of its obligations to another party without the prior written consent of LESSEE. If any Agreement or its appendices is deemed invalid for any reason whatsoever, the Agreement shall be void only as to such provision, and this Agreement shall remain otherwise binding. Any provision voided by operation of the foregoing shall be replaced with provisions which shall be as close as the parties' original intent as permitted under applicable law.

Appendix B-1

Pay Capital Logistics shall pay Lessor 88% of gross revenue collected from customer. All weekly deductions will remain as listed below for the duration of this agreement.

Pay Period Pay period is Friday to Friday. Payment to be made with one week hold back.

Deductions	FUEL: - used for the pay period
	INSURANCE (CARGO & LIABILITY): \$275.00 PER WEEK
	TRAILER RENT: \$200.00 PER WEEK
	PER LOAD ADMIN FEE: \$35.00 PER LOAD
	IFTA: \$.015 PER MILE
	ESCROW - \$1,500.00 (deducted at \$100 per week up to \$1,500)
	TAG: - \$ _____ to be determined

Detention – 90% of Detention paid by customer. The driver must be on-time and get time in and out signed on the bill of lading. Driver must notify dispatcher 30 minutes prior to going into detention time so that a revised rate can be negotiated with the customer. Detention pay varies by customer and is ONLY paid if it is collected from the customer.

Layover – 90% of Layover billable Revenue will be paid if through no fault of the Owner Operator, the Owner Operator is required to wait until the next day to off load or load and the driver has available hours to run. Layover will not be paid if the driver is due a mandatory break. Driver must notify dispatcher of pertinent details so that layover pay can be negotiated with the customer. Layover pay is ONLY paid if it is collected from the customer.

Stop offs – 90% of Stop off pay paid by the customer. Initial Pick-up and Final Destination are not considered stop offs.

Truck Order Not Used – 90% of Truck Order Not Used paid by customer. Drivers must be dispatched on the load and arrive at pickup location before the load cancels to be paid TONU.

Lumper Paperwork – Lumper Receipts must be turned in. If a lumper is paid and a receipt is not turned in, the Lessor will not be paid for the load.

PODs – Required for Payment on all loads. POD must have (1.) **Shipper**, (2.) **Driver** and (3.) **Consignee** signatures.

Inspections – Safety Bonus of \$150 will be paid for clean LEVEL 1 DOT INSPECTIONS. Safety Bonus of \$50 will be paid for LEVEL 2 & 3 DOT INSPECTIONS. Settlement DEDUCTION of \$75 PER VIOLATION will be made for each violation.

Trailer Responsibilities – **LESSOR IS RESPONSIBLE FOR ALL MAINTENANCE ON THE TRAILER.** Lessor shall notify Lessee at time of pre-trip inspection of any defects or maintenance related issues with trailers. At the termination of the lease term the equipment shall be returned to location of Lessee's choosing in as good condition as when delivered to Lessor at the commencement. Reasonable wear and tear is expected. Reasonable wear and tear does not include holes and or damage to plywood, roof, side sheets, floor, rails, etc. Lessor shall notify Lessee of any and all unreasonable damage or wear and tear to trailer upon receipt of trailer. Lessor is responsible for \$2,500 deductible if insurance claim is required on trailer. Upon return, Lessor shall be charged for tire and brake usage based on tread depth of tires. Charges shall be \$35 per 32nd per tire. Tire tread depth will be indicated on tire date sheet at commencement date. Tire data will be gauged at lowest point of the tire at pickup and return. The charge for tire wear covers brake wear as well. Charges for tire and break wear are waved after the driver's first year leased on with Lessee. Upon return of the equipment it must be swept out and in good condition. Lease will continue until the trailer is in the possession of Lessee. Lessor agrees to operate and keep equipment in compliance with all applicable laws, statutes and regulations of any governmental body having jurisdiction over the equipment. Lessor agrees to be responsible for tire blowouts if defects were not made known to Lessee prior to departure of load. Lessor shall pay any fines or penalties assessed because of failure to so comply and will indemnify Lessee for any fines or penalties it is required to pay because of lessor's failure to comply.

In Witness Whereof, the parties have executed this Agreement on the date set forth above.

Lessor Initials: _____

LEESOR INFORMATION:

BUSINESS NAME: _____

TYPE OF ORGANIZATION (Circle One): Corporation, LLC, Partnership, Sole Proprietorship, Other _____

ADDRESS: _____

PHONE NUMBER: _____ / _____

SOCIAL SECURITY NUMBER: _____ **EIN NUMBER:** _____

PERSONAL NAME (Print): _____ **(Sign):** _____

TRUCK NUMBER: _____ (Last 4 digitis of vin)

YEAR: _____

MAKE: _____

MODEL: _____

VIN: _____

1099 Information

Please tell us the name, address and Social Security # or Federal ID Number that you would like on your 1099.

NAME: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER OR FEDERAL ID#:

THE TOTAL COMPENSATION ON YOUR 1099 WILL BE THE TOTAL OF ALL DIRECT DEPOSITS (NET PAY) AND ADVANCES FOR THE YEAR.

Lessee:

By: Stephen A Christides

Authorized Officer

Capital Logistics, LLC EIN: 47-3420860

MC: 908284 / DOT: 2589874

4646 Poplar Ave #413

Memphis, TN 38117

Capital Logistics, LLC (MC: 908284 / DOT: 2589874)

Lessor Initials: _____

Driver Agreement to Provide Necessary Documentation

I, _____ do hereby understand and agree that in order for Capital Logistics, LLC to remain a business in good standing, it is required to maintain all necessary documentation for equipment files, driver qualification files, fuel reporting, etc. This is not specific solely to Capital Logistics, LLC but all carriers adhering to state and federal regulations.

I do fully understand that in order to ensure that I am paid on a weekly basis I must provide the following documentation to Capital Logistics, LLC on a weekly basis.

Requirements for Payment In order to receive payment each week you must send the following documents to our office each week:

- 1.) Email ALL PAGES OF THE POD after each delivery
- 2.) Monthly Maintenance Report indicating any and all work performed on your truck- receipts & invoices for repairs. This can be submitted weekly or monthly.
- 3.) Driver's Daily BigRoad eLogs must be violation free and certified on a daily basis.
- 4.) All original documents including but not limited to BOLs, Lumper Receipts and Toll Receipts
- 5.) Any official documents from State DOTs or Federal Motor Carriers (i.e Inspections / Warnings)

Driver Name: _____ Date: _____

Truck Owner Name: _____ Date: _____



BigRoad
A Fleet Complete Company



Documents Required to Lease on

Should you come aboard we will need the following documents from you to get you leased on. You can fax or email these documents to us:

Email: capitallogisticsgroup@yahoo.com

Fax: 901-339-5035

Please make sure each item below is on a separate page and send all items together at the same time.

- ☐ Driver Application
- ☐ Lease Agreement
- ☐ CDL - enlarged 200% (front and back)
- ☐ Social Security Card (front and back)
- ☐ Medical card & Long Form (front and back)
- ☐ Title to truck (front and back)
- ☐ Bill of Sale
- ☐ Truck Registration
- ☐ Annual DOT Inspection From TECHMEN (or Capital Logistics approved mechanic)
- ☐ Copy of Bobtail / Physical Damage Insurance Certificate showing Capital Logistics, LLC as additional insured. Must show \$1,000,000 coverage.
- ☐ Form 2290 - Heavy Use Tax
- ☐ Copy of Blank Check (write "VOID" in big letters across the front of it) – For Direct Deposit.
- ☐ Write your birth date and social security # on check.
- ☐ Drug Test - Chain of Custody Document (You will get this when you go for your drug test)

If you are in the Memphis area you will take your drug test at Concentra Medical on Airways Blvd.. Make sure you tell them that you are there for a **"PRE-EMPLOYMENT DOT DRUG TEST FOR CAPITAL LOGISTICS"**. After your test they will give you a Chain of Custody (COC). You must send this to us (fax, email or TransFlo) and bring the original copy to your orientation.

CONCENTRA MEDICAL (Mon-Fri 8:00AM - 5:00PM)

2831 AIRWAYS BLVD #102

MEMPHIS, TN 38132

901-348-0200

We will schedule a time to get your decals installed on your truck at JJ's Graphics on American Way in Memphis. There is no charge for them to put the decals on for you, however if you want them to remove any existing decals from your truck you will have to pay them \$20.00 out of pocket. When you arrive tell them you need decals put on your truck for Capital Logistics and give them your truck number.

JJ'S GRAPHIC DESIGN

4273 AMERICAN WAY (across the street from Waffle House)

MEMPHIS, TN 38118

901-949-4577 or 901-572-5619 ASK FOR JANET PATINO

You will pickup your trailer at Duval Semi Trailers in Olive Branch, MS. Upon pickup of your trailer please send the registration and annual inspection to Stephen. If this is not provided to you at pickup then request from a Duval representative. Inspect the trailer to ensure it is in full compliance, if there are any issues with the trailer let Stephen know immediately.

DUVAL SEMI TRAILERS (DST)

6850 State Line Rd

Olive Branch, MS 38654

OPEN 8:00AM TO 4:30PM