

Agreement To Transport Oldcastle Lawn & Garden Products

Oldcastle Lawn & Garden/Oldcastle APG/Oldcastle OBP (hereinafter "L&G") supplies various retailers with wood mulches, soils, and other similar landscaping materials. In order to provide its customers with superior service it is necessary to use independent contractors to deliver said products. Said Independent Contractors and/or any of their agents, employees, representatives, or drivers who deliver said products shall agree to the following:

1. Independent Contractor will haul at the agreed upon "all in" rate at time of load tender. Payment is to be made at the agreed upon rate.
2. **INSURANCE:** Independent Contractor shall maintain during the term of this Agreement at the least the following form and amounts of insurance: (a) Workers' Compensation insurance required by applicable state law or , (b) automobile and property damage liability insurance with limits of not less than \$1,000,000 per occurrence (c) cargo insurance to cover damage to or loss of cargo in the amount of \$10,000 per occurrence for bagged products or \$5,000 for bulk products. Carriers who are Intrastate and/or Agricultural carriers are required to follow (a), (b) and (c).
 - a. **Certificates:** Independent Contractor shall furnish L&G with insurance certificate(s) adding Oldcastle Lawn and Garden, Inc. as an "Additional Insured" or "Designated Insured". Insurance shall be from one or more insurance companies reasonably satisfactory to L&G. Independent Contractor's certificate shall state the following: "This insurance is primary and non-contributory with any similar insurance available to the certificate holder."
 - b. **Notice:** Independent Contractor shall require that its insurer provide notice to L&G 30 days prior to cancellation of such insurance. Neither Party, nor its insurers, waive any right to subrogation they may have arising out of service provided pursuant to this Agreement.
3. Independent Contractor will furnish L&G with a completed W-9 form.
4. **INDEMNIFICATION:** Independent Contractor agrees that it will, to the fullest extent permitted by law, indemnify, defend and hold L&G, its agents, servants, employees and affiliated companies harmless from and against all claims, damages, losses, demands, actions and causes of action, suits and expenses, including but not limited to attorney's fees and costs, arising out of or in any way involving the negligence of Independent Contractor or its agents, servants, employees or officers.
5. Independent Contractor will furnish L&G with a USDOT issued certificate of operating authority (when applicable).
6. Independent Contractor will return signed original delivery receipts (POD) and COD payment if applicable, to the shipping location in order for freight payment to be processed. OLG shall have no obligation to pay any invoice not submitted within 60 days of a completed shipment.
7. Independent Contractor will supply L&G with clean equipment in good working order and will have at least 15 straps on flatbed loads or load bars on van loads. All loads to be secured by carrier to meet DOT requirements.
8. Independent Contractor will adhere to their posted speed limit of 5 miles per hour in the yard.
9. Independent Contractor will wear proper personal protective equipment (PPE) while on premises and agree to follow L&G safety policies and procedures.
10. Independent Contractor will pick up all loads in a timely manner.
11. Independent Contractor will advise L&G dispatch of any *delays or breakdowns* as soon as they occur.
12. Independent Contractor will ensure that all loads are delivered on the specified due date and time.
13. Independent Contractor will follow all instructions for delivery of their assigned load, i.e. loads that are not authorized to deliver early. Any fine(s) resulting from early or late delivery will be deducted from the carrier's load settlement.
14. Independent Contractor will always act in a professional manner at all times.
15. Independent Contractor will advise L&G of any customer dissatisfaction as soon as it may occur.
16. Independent Contractor will turn in all freight bills complete with a signature, stamp or label as directed by L&G. Independent contractor understands L&G pays its freight bills per the signed Payment Terms Form.
17. L&G's belief is that "if we don't service the customer, someone else will." Independent Contractor will always strive to provide superior service to the customers of L&G in a safe manner.
18. This agreement shall remain in effect unless terminated by either party upon 30 days prior written notice to the other party

It is understood by both parties that the undersigned is an independent contractor and not an employee of Oldcastle Lawn & Garden. L&G may suspend its use of independent contractor, if conditions of the contract are violated or at will. Violations of conditions of the contract are sufficient grounds for termination of services.

Independent Contractor Signature: _____ Date _____

Print Name, Company Name and Title: _____

L&G Representative: _____ Date _____

Print Name & Title: _____