



## Operator Checklist

**Owner Operator / DBA:** \_\_\_\_\_

**CITY SAME DAY LOCATION:** \_\_\_\_\_

| Data Rec in Corp Office | City Same Day Initials | Form Number | Form Description  |
|-------------------------|------------------------|-------------|---|
|                         |                        | Form 103    | Owner Operator Information Form   |
|                         |                        | <i>Copy</i> | IC Drivers License  |
|                         |                        | <i>Copy</i> | Social Security Card  |
|                         |                        | <i>Copy</i> | MVR (Motor Vehicle Record)  |
|                         |                        | <i>Copy</i> | I.C. Insurance Card & Declaration page – should indicate levels of coverage, dates of coverage & Names of Insured |
|                         |                        | Form 104a   | W - 9   |
|                         |                        | Form 106    | Operator proposal   |
|                         |                        | Form 107    | Frequently Asked Questions  |
|                         |                        | Form 108    | Owner Operator Agreement  |
|                         |                        | Form 108a   | Addendum A-IC Agreement   |
|                         |                        | Form 108b   | Addendum B-Confidential Information Form  |
|                         |                        | Form 108c   | Addendum C-Fuel Surcharge   |
|                         |                        | Form 108d   | Addendum D-Advertising Payment  |
|                         |                        | Form 108e   | Addendum E-Administrative Fee   |
|                         |                        | Form 109    | Authorization to Retrieve Cargo   |
|                         |                        | Form 110    | Owner Operator Offset List and Authorization  |
|                         |                        | Form 111    | Notice of Termination – Sent only if contract is terminated.  |
|                         |                        |             |   |

**Send ALL ORIGINALS to Corporate office**



| INFORMATION  |                         |                                     |                                   |
|--|-------------------------|-------------------------------------|-----------------------------------|
| <b>DATE:</b>   |                         |                                     |                                   |
| Name/DBA: Last   |                         | First                               | M.I.                              |
| SSN # / EIN #  | D.L.#                   | D.O.B.                              |                                   |
| Business Address: Street   |                         | City                                | State & Zip                       |
| Daytime Phone Number:  |                         | Evening Phone Number:               |                                   |
| First date you can provide contract services:  |                         |                                     |                                   |
| Are you currently a commercial driver?   |                         | <b>Please provide a current MVR</b> |                                   |
| Have you ever contracted for City Same Day Couriers?   |                         |                                     |                                   |
| If so when?  |                         |                                     |                                   |
| PREVIOUS CONTRACTED SERVICES OR WORK RELATED HISTORY   |                         |                                     |                                   |
| List below previous contracted services or work related history, listing the most current one first. |                         |                                     |                                   |
| Dates  | Client's Name & Address | Type of Job                         | If No Longer a Client, Reason Why |
| From   |                         |                                     |                                   |
| To   |                         |                                     |                                   |
| From   |                         |                                     |                                   |
| To   |                         |                                     |                                   |
| From   |                         |                                     |                                   |
| To   |                         |                                     |                                   |
| From   |                         |                                     |                                   |
| To   |                         |                                     |                                   |

| EMERGENCY CONTACT INFORMATION |  |                       |      |
|-------------------------------|--|-----------------------|------|
| Name: Last                    |  | First                 | M.I. |
| Daytime Phone Number:         |  | Evening Phone Number: |      |

| VEHICLE & INSURANCE INFORMATION |                      |                        |  |
|---------------------------------|----------------------|------------------------|--|
| Vehicle Make: _____             | Vehicle Model: _____ | Vehicle year: _____    |  |
| Insurance Name: _____           | Policy Number: _____ | Expiration Date: _____ |  |



| <b>GENERAL BACKGROUND</b>   |         |  |       |
|---|---------|--|-------|
| For your security and the security of the business for which you may provide contract services, may we obtain and provide to you a copy of a background check? YES NO |         |  |       |
| (Give below the name of 3 persons not related to you who you have know at least three years)  |         |  |       |
| Name  | Address | Telephone #                                      | Years |
| 1.  |         |  |       |
| 2.  |         |  |       |
| 3.  |         |  |       |
| <b>SPECIAL QUESTIONS</b>  |         |  |       |
| Have you ever been convicted of a felony?* YES NO   |         | If Yes, Please explain:                          |       |
|   |         |  |       |
|   |         |  |       |
|   |         |  |       |
| * Answering yes does not exclude you from consideration   |         |  |       |
| Are you a citizen of the United States? YES NO  |         | Resident Alien? YES NO                           |       |
|   |         |  |       |
| <b>DRIVING INFORMATION</b>  |         |  |       |
| How long have you driven as an Owner Operator?  |         |  |       |
| How many accidents/collisions have you been involved in within the last three years?  |         |  |       |
| <b>Major moving violation in the last three years:</b>  |         |  |       |
| ___ Hit & Run; leaving the scene of an accident   |         | ___ Speeding less than 15 MPH over posted limit  |       |
| ___ DWI, DUI; driving while intoxicated   |         | ___ Reckless, negligent or careless driving      |       |
| ___ Any felony, homicide or manslaughter involving the use of a motor vehicle   |         | ___ License suspension or revocation             |       |
| ___ Speeding at least 15 MPH over posted limit  |         | ___ Have you had 3 or more violations in a year? |       |
| <b>Where did you learn of this opportunity?</b>   |         |  |       |
| ___ Newspaper    ___ Cable TV    ___ A Friend    If so who? _____   |         |  |       |
| Other _____   |         |  |       |

**NEED COPY OF:**  
**1 – DRIVER’S LICENSE**  
**2 – SOCIAL SECURITY CARD**  
**3 – MOTOR VEHICLE RECORD**  
**4 – INSURANCE CARD AND BINDER OR DECLARATION PAGE**



FORM **W-9**

(REV. January 2011)  
Department of the  
Treasury

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to  
the requester.  
Do not send to  
the IRS.**

|  |   |
|--|---|
| Name (as shown on your income tax return)  |   |
| Business name/disregard entity name, if different from above   |   |
| Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual / sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><br><input type="checkbox"/> Other (see instructions) | <input type="checkbox"/> Exempt payee   |
| Address (number, street and apt. or suite no.)   | <b>Requester's name and address (optional)</b><br>City Same Day Couriers<br>1 Athol Street Douglas,<br>Isle of Man IM1 1LD UK |
| City, state and ZIP code   |   |
| List account number(s) here (optional)   |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

**Employer identification number**

|  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below)

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retire arrangement (IRA) and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.



|                  |                            |       |
|------------------|----------------------------|-------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date▶ |
|------------------|----------------------------|-------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. alien.
- A partnership, corporation, company or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## Operator Proposal

Thank you for offering my business the opportunity to provide services for your clients. I propose to provide such services, at such times and for such clients offered to me as I elect to accept, on the following terms and conditions.

- I have my own delivery business and will provide all services as an Owner Operator.
- I will charge a contract fee of \$\_\_\_\_\_ for completing a client engagement. For these purposes, a client engagement shall consist of the delivery of material and other agreed upon services for one client for one day. During times of high fuel prices, the contract fee may be increased by a fuel surcharge of an amount that is consistent with industry practices. I will provide an invoice requesting payment of my fees for each engagement. Payment is due within days of your receipt of my invoice. Payment must be made when due\_ 1 will pay all taxes related to the contract fees I receive. I will bear all costs and risk of loss for an engagement / accept.
- I will provide, at my own cost, all tools and equipment (such as a truck and tarp) and all labour needed to complete an engagement that I accept.
- I will apply my knowledge of truck deliveries and of the parts business to complete a client engagement. I do not require from you any training or any instructions on how to complete an engagement. Rather, I will retain absolute control over the means and methods used to complete an engagement, including the selection of which routes to follow.
- I reserve the right to perform services for other customers at the same time that I perform services for your clients.
- I may or may not perform the services myself If I choose not to perform the services myself, or if I need help in completing an engagement, then I will hire my own employees or engage an Operator of my own choice and at my own cost.
- I will provide my own insurance.
- This proposal is withdrawn if it is not accepted by\_\_\_\_\_, 201\_, because I have other contracts to pursue.

Proposal Dated: \_\_\_\_\_, 201\_ By: \_\_\_\_\_  
(Owner Operator)

Accepted by: \_\_\_\_\_  
(Name of Customer)

#106 Owner Operator Proposal



## FREQUENTLY ASKED QUESTIONS

### Introduction:

**1. What is the nature of the relationship between City Same Day Couriers and your business?**

You operate your own business as an Owner Operator. City Same Day Couriers wants to contract with your business because of your experience and knowledge concerning truck deliveries and the auto-parts industry. City Same Day Couriers acknowledges that as an Owner Operator — (I) you can elect to accept, or not accept, a client-engagement opportunity offered to you, (II) you can engage or hire others to complete an engagement, and (III) you can perform services for others even while you contract with City Same Day Couriers.

**2. Must I read the Owner Operator agreement?**

Yes. You should read the agreement before you sign it, and after you sign it. You should make sure you understand all its terms before you sign. Ask questions! Do not assume!

### Pursuing an Opportunity:

**3. How do I get the opportunity to provide delivery services for a client?**

By negotiating terms with City Same Day Couriers for each engagement.

### What If I Elect to Accept an Opportunity?

**4. Will I receive instructions from City Same Day Couriers about when, where or how I am to complete the engagement?**

No. You must rely on your own experience and background.

**5. Will I receive training from City Same Day Couriers?**

No. You must rely on your own experience and background.

**6. Are the delivery services that my business is to provide an integral part of City Same Day Couriers' operations?**

No. City Same Day Couriers is in the business of delivery logistics. It is not in the parts delivery business. That is your business. The services provided by City Same Day Couriers and by your business are entirely separate and independent of each other.



**7. Must I perform a client engagement personally?**

No. You can perform the necessary services yourself, or you can employ or engage others to perform the services for you.

**8. What if I employ others or contract with Owner Operators?**

Then those persons are your responsibility. City Same Day Couriers is not responsible for paying any wages, tips, bonuses, compensation or contract payments to such persons or any taxes associated with such amounts. In addition, you are responsible for securing all legally required insurance and licenses for such persons.

**9. Will I have any guaranteed notice of client opportunities?**

No. There are no guaranties that you will receive any type of continuing notice of client opportunities

**10. Will there be set hours of work?**

No. You will have to complete any engagement that you accept or you will assume liability for not doing so. You determine and control the number of hours required to complete an engagement.

**11. Will I have to provide full time dedicated or exclusive services?**

No. While City Same Day Couriers may inform you about client opportunities that are available, City Same Day Couriers acknowledges that because you have your own business, you will be making your services available to the public and may not be in a position to accept all client engagements made known to you.

**12. Will I provide any services at City Same Day Couriers' offices?**

No.

**13. Will City Same Day Couriers provide me with any written or verbal instructions for the order or sequence in which the services must be provided?**

No. The customer will describe the type of services to be provided. You will use your experience and background to determine the order and sequence of the services to be performed, including the routes to follow.

**14. Will I have to provide regular or written reports?**

No reports are required.





**15. How will I be paid?**

You will negotiate a contract price that you will be paid for completing a client engagement. That will be your entire compensation for completing an engagement, regardless of the number of hours worked. You will be paid your fees after providing City Same Day Couriers with an invoice describing the engagements you have completed and the fees you are owed. All fees are paid on an engagement-by-engagement basis.

**16. Will I be reimbursed separately for any travel or business expenses?**

No. You are responsible for all costs and expenses you incur in connection with completing a client engagement.

**17. Will City Same Day Couriers furnish a vehicle or any tools?**

No. You will need to provide your own vehicle and tools.

**18. Will City Same Day Couriers provide me with any equipment?**

No.

**19. What are the financial considerations in electing to provide services?**

You will receive the contract payment when you complete an engagement. City Same Day Couriers and you will negotiate the amount of that payment up front. This is the only payment you will receive.

You need to build your profit margin into the contract payment. You have a significant investment in your own truck, tarp, tools and equipment. You are responsible for any tolls, registration fees, license fees or other fees or expenses required to complete an engagement. You may incur losses due to delays, slow-downs or mechanical breakdowns,

**20. Who is responsible for paying for repairs and maintenance of my truck and other equipment?**

You are.

**21. Who is responsible for paying any applicable income, Social Security or property taxes on the compensation I receive?**

You are.



**22. What kind of insurance must I maintain?**

The Owner Operator agreement sets forth the insurance you must maintain.

**Administration Fee:**

**23. What is the purpose of the administration fee?**

The purpose of this program is to offset costs incurred for compliance and administration.

**24. Why is the administration fee being applied NOW?**

The fee is being applied now in response to the ever increasing compliance and independent contractor administration costs in the transportation industry.

**25. How will the fee be determined for my settlement check?**

There will be a flat rate of \$2, 00/day deducted for each day that you provide contract services to a client. For example, if you provided services to a client for 11 days during the settlement period, your administrative fee deduction would be \$22.00.

**26. Will this affect my 1099?**

This will be an added deduction that you are able to take as a part of doing business as an independent contractor/business owner.

**Termination of Owner Operator Agreement:**

**27. Can City Same Day Couriers discharge me?**

No, you are not an employee. City Same Day Couriers can terminate the Owner Operator agreement if you breach the agreement or the contract is no longer available with our client.

**28. What happens to any unpaid contract amounts if the Owner Operator Agreement is terminated?**

You will be paid only that amount you have accrued prior to termination subject to any offsets, credits or damages. You will not be paid any amount that has not accrued or that is reduced by offsets, credits or damages.



**Conclusion:**

We hope that these answers are helpful. They are not a substitute for you reading the Owner Operator agreement and all other relevant documents.

City Same Day Couriers \_\_\_\_\_

Date \_\_\_\_\_

Owner Operator \_\_\_\_\_

Date \_\_\_\_\_



## OWNER OPERATOR AGREEMENT

This OWNER OPERATOR AGREEMENT ("AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and among (the "OPERATOR") and GSF **Logistics, Inc.** ("City Same Day Couriers"). CONTRACTOR'S trade or business name is \_\_\_\_\_.

### WITNESSETH:

**WHEREAS**, CITY SAME DAY COURIERS is engaged in the delivery logistics business;

**WHEREAS**, CITY SAME DAY COURIERS also is called upon by customers, from time to time, to contract with a delivery business that can transport items designated by the customer (hereinafter referred to as "Items"); and

**WHEREAS**, Operator (I) is engaged in the delivery business, (II) is willing, from time to time, at such times as Operator shall choose and elect, to perform delivery services for customers of City Same Day Couriers as an Owner Operator and (III) has provided City Same Day Couriers with a proposal setting forth terms under which it is willing to provide such services.

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

- 1. Owner Operator Relationship.** The parties agree and acknowledge that Operator's relationship with City Same Day Couriers hereunder is that of an Owner Operator, and any and all services provided by Operator hereunder shall be provided in that capacity. Neither Operator nor any of its employees or servants shall in any way or for any purpose be considered an agent, servant, employee, partner or co-venturer of City Same Day Couriers or be deemed to hold any relationship with City Same Day Couriers other than that of an Owner Operator. All of Operator's invoices, business cards, correspondence, e-mail messages and other documents shall identify Operator as an Owner Operator.
- 2. Term of Agreement.** The term of this Agreement shall commence as of the day it is signed by City Same Day Couriers and continue for the following 12-month period or until terminated in writing by either party as provided herein. This Agreement will be extended for additional 12- month periods unless either party hereto advises the other in writing prior to the end of a term that the Agreement will not be extended.
- 3. Operator's Services.**
  - (a) During the term of this Agreement, City Same Day Couriers may, from time to time, inform Operator of a client-engagement opportunity. Operator shall have the right to decline or accept any such opportunity.

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\_\_\_\_\_ O O initials \_\_\_\_\_ City Same Day Couriers initials



(b) If Operator elects to accept an engagement, Operator shall be obligated to complete the engagement. Operator shall control and determine all matters relating to the performance of an engagement, such as selecting the routes to be taken. Operator will not receive any training or instructions from CITY SAME DAY COURIERS. CITY SAME DAY COURIERS will not dictate the time of performance or the time or hours during which an opportunity is to be performed. All such determinations shall be arrived at between Operator and the customer.

(c) Operator need not perform any services hereunder personally, but may hire or engage others to perform any or all such services on Operator's behalf. Operator shall be solely responsible for the direction and control of Operator's employees, agents and servants, including (I) hiring, (II) firing, (III) supervising, (IV) setting wages, hours of work, performance standards and routes of travel, (V) providing all necessary tools or assistance, (VI) paying wages and (VII) resolving grievances. CITY SAME DAY COURIERS shall have no right to request Operator to discontinue the use of any particular employee, agent or servant. Operator acknowledges sole responsibility for ensuring that it and its employees, agents and servants comply fully with all state, federal, county, municipal or other laws, and regulations, and that a failure to so comply shall be a breach of this Agreement. CITY SAME DAY COURIERS is not obligated to provide tools and equipment to Operator necessary to perform opportunities that are accepted, this responsibility is always that of Operator.

(d) Operator's failure to complete an accepted engagement shall constitute a breach of this Agreement.

**4. Availability of Operator.** Operator, as an Owner Operator, retains the right to work for others and to hold itself out to the public generally as an Owner Operator. It is understood that Operator intends to make itself available to furnish services under this Agreement from time to time, but only at such times as Operator, in its discretion, shall elect.

**5. Operator Fees.** CITY SAME DAY COURIERS agrees to pay and Operator agrees to accept as its entire compensation for completing a client engagement a fixed sum as determined in accordance with the attached Addendum A, which amount is the result of arms length negotiation between both parties. Both CITY SAME DAY COURIERS and Operator have the right to renegotiate Operator's fees at any time, provided that any change shall not be effective until memorialized in writing and signed by both parties.

(a) Invoice. CITY SAME DAY COURIERS shall pay Operator for a completed client engagement upon receipt from Operator of an invoice bearing Operator's signature that identifies the engagement and the contract fee.

(b) Added Risks. Operator understands and agrees that while from time to time circumstances such as traffic or shipment relay delays, adverse weather, and other potentially cost increasing circumstances will occur, Operator will not receive any additional contract payment for such occurrences, but in all cases will be solely responsible for any additional costs resulting from such risks.



(c) Payment. Payments to Operator will be by check issued to Operator in his/her/its business or trade name.

**6. No Benefits.** Operator acknowledges that neither it nor its officers, directors, agents, servants or employees are entitled to, and all agree not to assert any claim to, any employee benefits offered by CITY SAME DAY COURIERS to its employees. **No Unemployment Compensation Insurance. Operator understands that he/she/it is not entitled to apply for and to receive Unemployment Compensation Benefits. Operator understands and agrees that Unemployment Insurance Benefits can be obtained by Operator if either Operator or some other entity (but not CITY SAME DAY COURIERS) provides such Unemployment Insurance Benefits.**

**7. Taxes.** The relationship of Operator and CITY SAME DAY COURIERS at all time is that of Owner Operators. **Operator fully understands that neither federal, state or local income taxes, nor payroll taxes of any kind, including but not limited to FICA and FUTA, will be withheld or paid by CITY SAME DAY COURIERS on behalf of Operator for monies paid pursuant to the terms of this Agreement. Operator agrees (I) to pay to the United States and to the state of Florida, all self-employment and other applicable taxes, including sales taxes, income taxes and estimates thereof, and (II) to maintain sufficient records to verify that Operator has satisfied its obligation to pay such taxes.**

Operator hereby indemnifies and agrees to hold harmless CITY SAME DAY COURIERS against any claim, cost, penalty, interest, loss or expense (including attorneys' fees) related to Operator's failure to discharge its obligations under this Paragraph 7. Operator is independently engaged in the business of delivering items of personal property. Operator agrees that as of the effective date of this Agreement that Operator is obligated to and will at the next applicable filing period, file with the Internal Revenue Service of the United States, a schedule of expenses for the business operated by Operator. Operator further agrees that on the effective date of this Agreement or within a reasonable time thereafter that Operator has or will establish an account with the department of revenue and with all other applicable state agencies for Operators business for the payment of all state taxes normally paid by employers and businesses. Additionally, Operator has registered for a business identifier number from the state of Florida and, as of the effective date contract services are rendered by Operator under this Agreement, Operator maintains a separate set of books or records reflecting all items of income and expenses for the business conducted by Operator.

**8. Operator's Responsibilities.**

(a) Operator is responsible for providing a safe vehicle and other equipment that, in Operator's sole judgment, is suitable for completing a client engagement, such as shipment - handling equipment, radio equipment, beepers and any other type of equipment that Operator may wish to utilize in communicating with CITY SAME DAY COURIERS or its customers or in handling their shipments

(b) Operator shall be solely responsible for the operation of all equipment used in



completing a client engagement which shall include but not be limited to (I) the selection of drivers, helpers, places of repair, stopping, parking, replacement and maintenance and (II) the purchase of fuel, equipment, insurance, parts and accessories.

(c) Operator agrees to create, maintain and make available to CITY SAME DAY COURIERS such documents, and to grant CITY SAME DAY COURIERS such rights, as are required for CITY SAME DAY COURIERS's compliance with all applicable state, federal, county, municipal and other laws and regulations, including but not limited to, driver-qualification files, equipment-inspection reports, hours-of-service documentation and vehicle-condition reports. CITY SAME DAY COURIERS intends to comply fully with all such requirements.

(d) Costs and Expenses. Operator shall be responsible for all costs and expenses incident to the performance of a client engagement, including, but not limited to, (I) registration fees, (II) license fees, (III) inspection fees, (IV) insurance, (V) tolls or fines, (VI) maintenance and repairs, (VII) personal property and sales taxes and (VIII) fuel, oil and tires.

(e) Insurance, Operator, at its expense, shall keep in full force and effect, during the term of this Agreement, Liability insurance covering the ownership, maintenance, use and operation of any motor vehicle **used** by Operator in the performance of its services hereunder, as more specifically set forth in Paragraph 9 hereof.

(f) Independence. Operator and CITY SAME DAY COURIERS will, at all times, maintain the separate status and operation or their respective businesses.

**9. Operator's insurance.**

(a) For trucks with a gross weight of up to 10,000 pounds, Operator, at its expense, shall carry and keep in full force and effect for the duration of this Agreement, Auto Liability insurance covering Bodily Injury with a liability limit of not less than \$20,000 and Property Damage with a liability limit of not less than \$10,000 and a deductible of no greater than \$1000.

(b) For trucks with a gross weight of more than 10,000 pounds, Operator, at its expense, shall carry and keep in full force and effect for the duration of this Agreement, Commercial Auto Liability insurance covering Bodily Injury and Property Damage with a liability limit of not less than \$1,000,000 Combined Single Limit and a deductible of no greater than \$1,000, including an Additional Insured endorsement.

(c) For purposes of subparagraphs (a) and (b) hereof, Operator will provide CITY SAME DAY COURIERS with a copy of an insurance policy that evidences such insurance. If the scope of this Agreement involves more than one vehicle, the appropriate level of coverage must be provided for all other vehicles, whether owned or not. For purposes of subparagraph (b) only the Additional Insured endorsement shall name CITY SAME DAY COURIERS as well as its parents, officers, directors, subsidiaries and affiliates.

\_\_\_\_\_ OO initials      \_\_\_\_\_ City Same Day Couriers initials



(d) Workers' Compensation Insurance. If required by the laws of the State of Florida, or as required by our client, Operator, at its own expense, shall keep in full force and effect during the term of this Agreement, Workers' Compensation Insurance that complies with applicable laws of the state of Florida.

**Operator's relationship with CITY SAME DAY COURIERS is such that Operator is not entitled to Workers' Compensation benefits. Operator understands and agrees that Operator will not be able to file a claim for Workers' Compensation Inmate as an employee of CITY SAME DAY COURIERS because Operator is not an employee of CITY SAME DAY COURIERS.**

(e) For purposes of subparagraphs (a), (h) and (d), each such insurance policy shall require the insurer to provide CITY SAME DAY COURIERS with thirty-days (30) written notice of any changes in coverage, expiration, termination or cancellation of such insurance. Operator shall also immediately notify CITY SAME DAY COURIERS of any changes in coverage, expiration, termination or cancellation of such insurance. Operator's failure to maintain the aforementioned insurance shall constitute a breach of this Agreement

(1) Operator agrees, without qualification, to cooperate with and assist CITY SAME DAY COURIERS and its chosen attorneys in the defense of any lawsuit against CITY SAME DAY COURIERS or its insurers Mai relates to a client engagement perforated by Operator, regardless of the merit of the lawsuit.

**10. Operator's Indemnity**

(a) Operator agrees to release, indemnify, hold harmless and defend (I) CITY SAME DAY COURIERS and its shareholders, officers, directors, employees, agents, licensees, successors and assigns, and (II) CITY SAME DAY COURIERS's clients and their shareholders, officers, directors, employees, agents, licensees, successors and assigns (individually and collectively hereinafter "Indemnified Parties"), from and against any and all liabilities, costs and expenses, actions, causes of action, claims, demands or suits of whatever kind or nature, which may arise or be claimed against the Indemnified Parties for injury, death or damages to persons or property resulting or arising from any act or omission of Operator, its agents, drivers or employees. Operator also hereby releases the Indemnified Parties of and from all liabilities, costs and expenses, actions, causes of action, claims, demands or suits of whatever kind or nature, that result or arise from any such act or omission, However, the Indemnities are not released from nor indemnified against the consequences of their own negligence.

(b) Operator acknowledges and accepts that there are inherent foreseeable risks in performing the services that are the subject of this Agreement, including but not limited to risk of property damage and bodily injury. To the maximum extent permitted under law, Operator voluntarily assumes such risks.





**11. Operator's Liability for Items.** Items of others picked up by Operator shall be deemed to be in the care, custody and control of Operator until the same shall have been delivered to, and accepted by, the designated consignee, recipient or the consignee or recipient's authorized agent, Operator shall be liable to CITY SAME DAY COURIERS to the extent that CITY SAME DAY COURIERS is liable for such loss or damage.

**12. Safety and Security Identification.** In accordance with clients' requests, Operator shall furnish and maintain, at its own cost and expense, safety and security identification, which shall consist of a shirt and identification badge that appropriately identifies Operator. Operator shall wear/carry the appropriate safety and security identification at all times while performing services under this Agreement.

**13. Licenses, Permits and Registrations.** Operator shall obtain and maintain at Operators expense all licenses, permits and registrations as may be required to perform a client engagement under this Agreement.

**14. Operator's Standard of Performance.** Operator shall, at all times, use Operator's best efforts, ability, experience and talents in the performance of any services hereunder.

**15. Dispute Resolution.** CITY SAME DAY COURIERS and Operator both agree to resolve any disputes between CITY SAME DAY COURIERS and Operator directly or with an agreed form of Alternative Dispute Resolution. Both CITY SAME DAY COURIERS and Operator agree that neither will engage or participate in a collective or class suit against the other.

**16. Survival Sections.** Paragraphs 6, 7, 9, 10, and 11 and shall survive the termination of this Agreement.

**17. Termination of Agreement.**

(a) Either party shall have the right at any time during the term hereof to terminate this Agreement by giving the other party seven (7) days written notice to such effect.

(b) CITY SAME DAY COURIERS shall have the right at any time to immediately terminate this Agreement in the event that Operator shall breach this Agreement, by (I) failing to carry and keep in full force and effect the policies of insurance required under this Agreement, or (II) in any other manner failing to perform as required pursuant to the terms of this Agreement. CITY SAME DAY COURIERS shall exercise such right of termination by giving Operator written notice to such effect.

(c) Because CITY SAME DAY COURIERS incurs numerous expenses to set up a new Owner Operator account with its customer, Operator agrees to the payment by Operator to CITY SAME DAY COURIERS of \$75.00 in the event Operator terminates the agreement within 90 days of the signing of the agreement or should CITY SAME DAY COURIERS terminate the agreement for Operator's failure to complete a job opportunity or fail to carry agreed insurance. This sum may be deducted from Operators last invoice.



(d) In the event of a breach of this Agreement by Operator, CITY SAME DAY COURIERS may either terminate this Agreement or CITY SAME DAY COURIERS may not (without prejudice to termination by CITY SAME DAY COURIERS at a later date), but in either event CITY SAME DAY COURIERS may notify another Owner Operator of the opportunity to complete any incomplete client engagement that Operator had accepted. Operator shall reimburse CITY SAME DAY COURIER, and authorizes CITY SAME DAY COURIER to offset from any contract payments owed to Operator hereunder, for any costs, expenses or damages incurred by CITY SAME DAY COURIER as a result of CITY SAME DAY COURIER having to notify another Owner Operator of the opportunity to complete the deliveries, including, but not limited to, costs of re-handling and transferring the Items, service expenses and damages paid to the shipper or consignee.

**18. Waiver.** The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions.

**19. Headings.** The headings set forth herein have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

**20. Entire Agreement.** This Agreement and Addenda hereto constitute the entire agreement of the parties relating to the subject matter hereof and supersede any and all oral or written agreements or negotiations relating to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party or anyone acting on behalf of any party hereto which are not embodied herein. Any modification of or amendment to this Agreement will be effective only if it is in writing and signed by the party to be charged.

**21. Gender, Number.** Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine or neuter gender shall include all genders.

**22. Notice.** Any notice to be given hereunder by a party must be in writing and delivered in person, by fax or by mail, postage prepaid. Notice by mail shall be deemed made when mailed. Notices shall be addressed to a party at its respective address or at such other address as the party may designate by giving written notice in accordance with the provisions of this Paragraph.

**GSF Logistics, Inc. dba CITY SAME DAY COURIERS Delivery Systems**

333 N Sam Houston Pkwy E, Ste 500

Houston, TX 77060

Phone: 1-888-374-3354

Fax: 281-582-8804

Operator's Name/Business/Trade Name \_\_\_\_\_

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



Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT CAREFULLY AND SEEK LEGAL ADVICE IF ANY PORTION OF THIS AGREEMENT IS NOT UNDERSTOOD. THE PARTIES HERETO AGREE THAT BY SIGNING THIS AGREEMENT THEY HAVE CONSULTED WITH LEGAL COUNSEL OR HAVE WAIVED SUCH RIGHT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written. This Agreement shall take effect as a sealed instrument.

**CITY SAME DAY COURIERS**

**OPERATOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed \_\_\_\_\_

Name Printed \_\_\_\_\_





## **OWNER OPERATOR ADDENDUM B CONFIDENTIAL INFORMATION & RELATED AGREEMENTS**

In order to comply with the terms of this Agreement, CITY SAME DAY COURIERS shall provide the Operator with valuable trade secrets or other confidential proprietary information acquired or to be acquired or developed by and belonging to or relating to CITY SAME DAY COURIERS or its customers including, but not limited to, the names and addresses of its customers and suppliers, prices charged and paid and other information, data and documents now existing or previously developed or acquired by CITY SAME DAY COURIERS or its customers (collectively "Trade Secrets").

Operator would not have access to the Trade Secrets, but for entering into this agreement.

Because the secrecy and value of the Trade Secrets gives CITY SAME DAY COURIERS or its customers a significant advantage in developing, marketing and sale of its trade and business and would give the Operator an unfair advantage if the Operator could secure access to the Trade Secrets and then be able to appropriate or take advantage of them without spending the time, effort, toil and money to develop the Trade Secrets, the Operator agrees that, except as permitted by law or with CITY SAME DAY COURIERS' express consent,

1. It shall not directly or indirectly cause, permit, participate in or aid in the disclosure or use of any Trade Secrets;
2. It shall not directly or indirectly accept any delivery opportunities from customers that the Operator dealt with when the Operator provided services under the Agreement;
3. It shall not directly or indirectly divert or interfere with any delivery opportunity from customers that the Operator dealt with when the Operator provided services under the Agreement;
4. It shall not directly or indirectly solicit or take away any delivery opportunity from customers that the Operator dealt with when the Operator provided services under the Agreement; and/or
5. It shall not directly or indirectly provide the same type of delivery services as the Operator provided under the Agreement to any customers that the Operator dealt with when the Operator provided services under the Agreement.

The Operator agrees that Addendum B1 through 5 survive the termination of the Agreement.

108b City Same Day Couriers O O Confidential Info Agreement.doc

\_\_\_\_\_ O O Initials

\_\_\_\_\_ City Same Day Couriers initials



The Operator further agrees that Addendum B 2-5 incorporates the following time and geographic limitations:

Time: During the term of the Agreement and for one year after the termination of the Agreement.

Geographic: The maximum territory for the delivery opportunities offered by the customers that the Operator dealt with when the Operator provided services under the Agreement.

The Operator agrees that the term "Operator, as used in Addendum B, includes the Operator and any owners of the Operator acting respectively by themselves or by, through, under or in any type of association with any employees, Operators, affiliates, Operators, parents, subsidiaries or by, through, under or in any type of association with any other person, firm, company, Operator, corporation, partnership or other entity

In the event of a breach or threatened breach by Operator of any of the provisions of this Addendum B, to the maximum extent permitted at law, in equity or by statute, CITY SAME DAY COURIERS shall be entitled to the maximum temporary restraining order and injunctive relief (with an agreed to \$500 bond) to enforce this Addendum B, including without limitation, such relief restraining Operator from disclosing or using any such information, rendering any such service, or interfering with relationships between CITY SAME DAY COURIERS and its customers in violation of the provisions hereof. Nothing herein, however shall be construed as prohibiting CITY SAME DAY COURIERS from pursuing any other remedies available to it for such breach or threatened breach including, but not limited to, the recovery of damages, costs and attorneys' fees.

**OPERATOR**

**CITY SAME DAY COURIERS**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed Name)

Name: \_\_\_\_\_  
(Printed Name)



**CITY SAME DAY COURIERS DELIVERY SYSTEMS OWNER OPERATOR  
ADMINISTRATION FEE ADDENDUM**

1. City Same Day Couriers.
2. \_\_\_\_\_, Owner Operator ("Owner").

This addendum modifies your Owner Operator or Independent Contractor Agreement ("Agreement").

The addendum applies only to contract opportunities occurring more than 7 days after the date of this addendum.

In the event Owner Operator does not agree to the terms of this addendum, CITY SAME DAY COURIERS gives notice that 7 seven days following the date of this addendum CITY SAME DAY COURIERS will terminate the existing agreement among the parties.

CITY SAME DAY COURIERS will charge Owner Operator a fee of \$2.00 for each day Owner Operator accepts and completes a client-engagement opportunity.

A determination of the number and the total amount of fees will be made twice each month.

Owner Operator will pay the accrued fee to CITY SAME DAY COURIERS bi-monthly at the time Owner Operator receives his/her/its invoiced settlement payment. This fee will be deducted directly from the invoiced settlement check.

Agreed the \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
Owner Operator



## **AUTHORIZATION TO RETRIEVE CARGO**

\_\_\_\_\_ ("Owner Operator") grants to CITY SAME DAY COURIERS the following AUTHORIZATION and RIGHT:

Owner Operator grants to CITY SAME DAY COURIERS the authorization and right to retrieve and make available to another Owner Operator the cargo and any other related items of any customer of CITY SAME DAY COURIERS (the "Cargo") that are located in or on the Owner Operator's vehicle and attached leased trailer.

CITY SAME DAY COURIERS shall have the right to give such indemnities and to make such hold harmless agreements as required by a party having possession of Owner Operator's vehicle in order for CITY SAME DAY COURIERS to obtain possession of the Cargo and provide the Cargo to another independent contractor to complete a client engagement regarding the Cargo. Any such agreement made by D.S.I. shall be fully binding on Owner Operator to the same extent as if made and signed by Owner Operator.

CITY SAME DAY COURIERS shall not be required to determine if possession by the third party is lawful

All expenses, costs and contract payments made or contracted to be made in connection with CITY SAME DAY COURIERS obtaining possession of the Cargo and completing the client engagement regarding the Cargo shall be for Owner Operator's account and shall if paid by CITY SAME DAY COURIERS be reimbursed to CITY SAME DAY COURIERS by Owner Operator on demand.

Any third party shall be entitled to rely on this AUTHORIZATION, and Owner Operator agrees to indemnify and hold harmless any third party from all injury, loss or damage, including attorney fees, resulting directly or indirectly from third party's reliance on this AUTHORIZATION and the representations and agreements made by CITY SAME DAY COURIERS with respect to this AUTHORIZATION.

The AUTHORIZATION granted herein is coupled with an interest and shall not be subject to revocation except upon the written agreement of CITY SAME DAY COURIERS

WITNESSED and voluntarily signed Executed and effective, \_\_\_\_\_, 20\_\_

The \_\_\_ day of \_\_\_\_\_, 20\_\_ Owner Operator

By: \_\_\_\_\_ By: \_\_\_\_\_

#109 Authorization to Retrieve Cargo \_\_\_\_\_ O O Initials \_\_\_\_\_ City Same Day Couriers initials





**Radio and Accessory Lease/Purchase and Offset Authorization Form**

Owner Operator Name: \_\_\_\_\_ Date: \_\_\_\_\_

| Description of leased items and Their Replacement Cost  |                                       |                  |
|---|---------------------------------------|------------------|
| ID #  | IMEI #                                | S/N #            |
| Quantity  | Description                           | Replacement Cost |
| 1   | Radio (Only if No Cellular Telephone) | \$200.00         |
| 1   | Batteries — Radio                     | \$75.00          |
| 1   | Leather Carrying Case/Belt Clip       | \$40.00          |
| 1   | Base Charger — Radio                  | \$75.00          |
| 1   | Cigarette Lighter Adapter             | \$30.00          |
|   |                                       |                  |
|   |                                       |                  |
| <b>Total – With Radio</b>   |                                       | <b>\$420.00</b>  |
| <p>I hereby agree to lease the above items (the "Items") on a monthly basis for fifty dollars (\$50) per month. Lease payments are due on or before the first day of each month that I possess the items. If I do not timely pay City Same Day Couriers Delivery Systems ("City Same Day Couriers") the lease payment for a month, I hereby authorize City Same Day Couriers to offset such amount from my compensation payment(s) during that month. If I damage any item, or at the end of this lease fail to return an Item, I shall pay City Same Day Couriers the above-stated Replacement Cost for the item within 5 days after the damage or lease termination, whichever the case may be. If I fail to timely pay this amount, I hereby authorize City Same Day Couriers to offset the amount from my next compensation payment. I also agree to pay City Same Day Couriers (and authorize an offset under the same terms and set forth above) the amount of any additional costs imposed on City Same Day Couriers associated with my use of a radio that I lease.</p> |                                       |                  |
| <p><b>Owner Operator Signature:</b> _____</p>   |                                       |                  |



| <b>Accessories Purchase</b>  |  |               |
|--|--|---------------|
| <b>Type</b>  | <b>Description</b>                       | <b>Amount</b> |
| Shirts   | Safety and Security Shirts Size:         |               |
| badge  | Safety and Security Identification Badge |               |
| Cargo Net  | Leather Carrying Case/Belt Clip          |               |
| Tarps  | Base Charger — Radio                     |               |
| Freight Claims   | Cigarette Lighter Adapter                |               |
| Other ( )  |  |               |
| Other ( )  |  |               |
| <b>Total</b>   |  |               |
| <p>I hereby authorize City Same Day Couriers to offset the cost of the above-described accessories from my contract payment.</p> <p><b>Owner Operator Signature:</b> _____</p> |  |               |
| <b>For City Same Day Couriers Use Only</b>   |  |               |
| <p><b>Authorized Signature:</b> _____ <b>City Same Day Couriers</b> _____<br/>(location)</p> <p><b>Method of Offset:</b> _____</p>   |  |               |