To prospective Owner Operator,

Please find enclosed all, of the information needed for you to apply as an owner/operator with FOGZ LOGISTICS LTD. It is very important that you fill out the entire application completely and accurately. Please ensure that all dates, phone numbers, Fax numbers, and if possible, provide an email address for previous employers and references are accurate. Any inaccuracies will only cause delays in the processing of your application, or in its outright rejection. Once fully completed, please return the signed application along with any other documents necessary for processing.

Yours truly

**Tracy Lorondeau**

Safety and Compliance Manager

Fogz Logistics Ltd

tlorondeau@fogzlogistics.com

P: 519-737-5119

C: 519-995-4147

F: 877-838-5779

**OWNER OPERATOR REVENUE PACKAGE PAY SCHEDULE ON PERCENTAGE**

* **13%** of revenue as collected when O/O uses own tractor and trailer.
* **20%** of revenue as collected when O/O uses FOGZ trailer.
* Any waiting time $, if collected from customers
* Any T-Cheque required will have a $15.00 Service Charge added
* No Administration Fees for processing payroll
* Cheques in Canadian funds and US funds payable to O/O business name (O/O is responsible for all taxes based on O/O revenue as well as all other statutory remittances and deductions including but not limited to those payable to O/O employees)
* ELD provided for a monthly fee of **$15.00 / Week.**
* O/O is responsible for Trailer Tracker **$5.00 / Week.**
* O/O Must have a working Dash Camera installed and always working.
* O/O responsible for Truck lettering
* O/O are responsible to have and provide proof of out of province insurance (NAL, EDGE, La Capital, ETC) or Provide WSIB certificate
* Insurance deducted weekly - **$395 / Week.**
* O/O is responsible for any insurance deductible **($5000)**
* O/O responsible for Annual US Border crossing Transponder Fee.
* O/O responsible for A-PASS Fee
* O/O responsible for NY Highway Tax
* O/O responsible for Highway Transponder Fee
* O/O responsible for all taxes applicable for (State and Provincial fuel tax) IFTA Calculations

**ADVANTAGES OF SIGNING ON WITH FOGZ LOGISTICS**

* No hassle time off when booked in advance
* IFTA fleet program (Quarterly)
* A true open-door policy with no barriers between O/O and management
* Friendly team atmosphere with family values
* We are committed to a long-term business relationship with our O/O. Our fleet is a majority O/O fleet, and we recognize and value the contributions of all our O/O.
* We do not force dispatch O/O are given the opportunities to choose their desired area of provision of services by O/O.
* Atmosphere of mutual respect

TRACTOR # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TRAILER # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAKE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ YEAR: \_\_\_\_\_\_\_\_\_\_ SERIAL # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOGZ LOGISTICS LTD. OWNER/ OPERATOR/ CONTRACTOR AGREEMENT**

 This Independent Contractor Owner/Operator Agreement (the “Agreement”) is made as of this \_\_\_\_\_\_\_\_\_\_\_\_ day of (month)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_by and between FOGZ LOGISTICS ., a Corporation organized under the laws of the Province of Ontario, (the “Company”) FOGZ LOGISTICS LTD. a corporation organized under the laws of the Province of ONTARIO hereinafter called “the Company” and of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Contractor” or “O/O”) (collectively the “Parties”).

**Whereas** the Company an authorized motor carrier engaged in the transportation of property, intra-provincial, and foreign commerce; in accordance with contracts with customers, desires to provide transportation of freight by truck utilizing independent contractors and,

**Whereas** the Contractor owns, or controls certain motor vehicle(s) equipped as required by law under the rules and regulations of all applicable Federal, Provincial and State government authorities; (“Applicable Laws”) and,

**Whereas** the Company desires to utilize the services of the Contractor transporting shipments tendered to it as a contract carrier; and,

**Whereas** the Contractor to have his vehicle(s) registered in the fleet of Company and furthermore, agrees to operate his vehicle under the terms and conditions governing the fleet of the Company and in accordance with Applicable Laws.

**NOW THEREFORE**, in consideration of the mutual covenants, terms conditions and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which the parties acknowledge the Parties mutually agree as follows:

1. **RELATIONSHIP OF THE PARTIES**
2. it is expressly agreed that the Contractor shall always be acting as **an independent contractor** during the performance of any services arising under this Agreement, and further that this Agreement does not constitute, and shall not be construed as constituting or creating an employer/ employee, joint venture or partnership relationship between the Contractor and the Company. Under no circumstances is the Contractor an agent of the Company, and the Contractor has no authority to bind the Company in any manner.
3. **THE CONTRACTOR AGREES AT HIS/HER FULL AND SOLE EXPENSE:**
4. To furnish to the Company, such motor vehicle(s) and equipment as is required by the Company and to the accepted standards of Transport Canada regulations and the United States Department of Transportation, together with driver(s) who are acceptable to the standards of qualification of both Canada and the United States, licensed and bondable who will carry out their duties safely, courteously, willingly, according to Applicable Laws, and the rules and regulations of Company, as may be issued and amended from time to time. The Contractor is hired as a registered company; therefore, The Contractor must supply the Company with his/her WSIB number or chose the “OPT-OUT” (WSIB) and provide The Company with his/her own independent contractors insurance. (Example EDGE, NAL, ETC) which will be at the Contractor expense.

The Contractor’s vehicles(s) must be always available for dispatch, unless otherwise agreed upon with the Company, and at the pleasure of the Company, and the Contractor agrees to not furnish the vehicle(s) listed above to any other Motor Carrier or person during this term of this agreement and shall not solicit any cargo or freight without the express authority given by the Officer of the Company. The Contractor (including any relief driver(s) must be first approved by the Company and the Company’s insurers prior to the commencement of this Agreement and must furnish the Company, a copy of the current driver’s licenses and written permission for the Company to acquire a drivers’ abstract for the Contractor and each driver or relief driver employed by the Contractor from the appropriate government agencies. The Contractor (including any relief driver(s) must furnish to the Company, satisfactory proof of medical fitness on a form acceptable to the Company and must maintain the standard of fitness required by the United States Department of Transportation (or any other applicable government agency) as a requirement of engagement of the Contractor hereunder. The Contractor agrees to discharge a relief driver when required by the Company, and no relief driver shall be permitted to operate any vehicle(s) which is subject to or referenced in this Agreement after notice has been given by the Company to the Contractor of disqualification, of any such relief driver, in the event that the Contractor has knowledge of or reason to believe that circumstances exist which would disqualify the Contractor or any relief driver from the provision of services hereunder, the Contractor shall notify the Company of such circumstances as soon as possible.

1. To supply the auxiliary equipment required by Applicable Laws or Company policies and as may be amended from time to time and /or pay the rental costs of such auxiliary equipment including but not limited to ELD, DASH CAM, (MONTHLY RENTAL)
2. To transport such goods or trailers in whatever fashion directed by the Company, and at the pleasure of the Company, upon such routes as the Company is authorized to operate, and in accordance with the instructions of the Company Dispatchers or management personnel. The Contractor shall be responsible for all reasonable charges associated with the provision of services by the Contractor hereunder unless incurred by the act or default of the Company or as otherwise agreed in writing by the Company.
3. To ensure that the proper care is taken of trailers and other equipment supplied by the Company and to perform maintenance on such trailers and equipment as may be directed by the practices and regulations of the Company, as amended from time to time. This equipment shall be returned to the Company upon request by the Company or upon termination of this Agreement in the same condition as when received, reasonable and normal wear and tear accepted. The Contractor agrees to inform the Company immediately of any defects in the equipment supplied by the Company, or any malfunction or damage which may occur while such equipment is in the care of the Contractor.
4. It is understood by the parties hereto that the Contractor is to notify the Company in writing of any mechanical or other defects or damage to any trailer or other Company equipment in the custody of the Contractor, immediately upon the Contractor becoming aware of such defects or damage regardless of how such damage is caused or by whom. Defects or damage not properly reported shall be presumed, until the contrary has been established, to be the responsibility of the Contractor having custody of the trailer or other Company equipment at the time of the discovery of the defect or damage, or if there is no Contractor then having custody, the responsibility of the Contractor last having the custody prior to such discovery.
5. To comply with all Applicable Laws in the jurisdictions in which operations pursuant to this agreement are conducted. All violations and incidents must be immediately reported to the Company. The cost of equipping the Contractor’s vehicle(s) to comply with any such Applicable Laws shall be at the expense of the Contractor. The Contractor agrees to supply the necessary equipment (Logistics Bars, Straps, load bars etc.) for the securing of his cargo and the protection of his cargo from damage at his own expense.
6. To submit his vehicle for safety inspections as required by Applicable Laws, or by the Company, in the Company shop facility or any other facility as may be directed by the Company and at the expense of the Contractor. (12 months-tractor/ trailer).
7. To maintain his vehicle(s) in a safe and road-worthy condition in accordance with Applicable Laws of all jurisdictions in which the Company operates, clean and of an appearance acceptable to the Company acting reasonably, both as to interior and exterior appearance.
8. To assume responsibility for and pay when due, any and all costs and expenses incidental to the operation of the Contractor’s vehicle(s) including but not necessarily limited to equipment, fuels, lubricants, wages, washing, insurances, repairs, maintenance, taxes, fuel taxes, inspections, tolls, HUT taxes, border crossing fees, permits, licensing costs, and any other expenses. The licensing costs are the responsibility of the Contractor until the license(s) are transferred to another Contractor or until the license(s) expire whichever occurs first.
9. To authorize the Company at the discretion and pleasure of the Company, to pay any costs and expenses on the behalf of the Contractor which the Contractor may be liable for, and the Company shall be entitled to deduct any amounts so expended from the amounts otherwise owing to the Contractor, and the Company shall be entitled to an administration fee to be determined by the Company on any such monies expended and may deduct such monies from any amounts owing to the Contractor
10. The Contractor agrees to pay the deductible on any insurable loss.
11. To refrain from incurring or attempting to incur any obligation on behalf of the Company. The Contractor has no authority to bind the credit or otherwise bind the Company without the specific written authority of the Company.
12. To pay all taxes incidental to the ownership, use, and operation of vehicle(s) furnished by him, and to provide the Company with a copy of purchase invoices for his vehicle(s) and proof of payment of sales tax. Applicable thereto.
13. To the extent that the Company is not protected by insurance, to fully indemnify and save harmless the Company against all loss, claims, damages, or costs whatsoever, that may be brought against or suffered by the Company, arising out of the negligence, willful misconduct, or misfortune of the Contractor or any relief driver of the Contractor in the performance or failure to perform services in operations pursuant to this Agreement, including all deductible charges, fines, penalties, or any other expense or liability which the Company deems the Contractor liable.
14. As trustee, for the Company to deliver over all monies received on behalf of the Company by the Contractor or any relief driver, in accordance with the instructions of the Company.
15. To promptly submit all Bills of Lading, fuel reports, and all other documentation as may be directed by the Company, by mail, courier, or in person at any of the Company terminals at the expense of the Contractor. In the event the said documentation is not received within the prescribed period, payment for that trip will be postponed to the following pay period, or to the pay period following receipt of all appropriate documentation. The Company is authorized to withhold remuneration payable to the Contractor hereunder for each, trip until such time as the Company is satisfied that it has received all applicable documentation and that said documentation is complete, accurate, and in full detail. If said documentation is not complete, accurate, or in full detail, it will be returned to the Contractor for correction.
16. To maintain such records as are required by Applicable Laws or the Company and to maintain and turn into the Company the log sheets and any other documents of the Contractor and his relief driver(s) for driving time in Canada and the United States as may be required by Applicable Laws. The Contractor shall bear the full cost of any fines or violations resulting from failure to comply with any and all log sheet regulations or other documentation requirements of applicable jurisdictions.
17. The Company maintains a strong commitment to provide a safe workplace and to establish policies promoting high standards of health and safety. In keeping with this commitment, it is the Company’s intent to maintain a drug/alcohol free workplace for all employees, contractors, and visitors. The Contractor agrees to exclude from the Company jobsites, premises, and work areas any illegal and unauthorized drugs, controlled substances, and alcohol. Any Contractor found in violation of this policy will be removed from all Company jobsites, premises, and work areas immediately and when appropriate, such individuals will be reported to the proper law enforcement agencies. Furthermore, the Contractor agrees to participate in accordance with Applicable Laws and government guidelines, voluntary testing for drug / alcohol use in a program administered by the Company in applicable.
18. Authorize the Company to make necessary deductions from the monthly statements, if the Contractor and his/her, relief drivers participate in the Company Group Insurance and Health Benefit. Plans as may be available to Contractors and relief drivers from time to time.
19. To return to the Company all Company property and the property of other parties associated with the Company, immediately on termination of this Agreement or on demand of an officer of the Company in the same condition as issued, subject only to normal wear and tear including but not restricted to the following license plates, registration, credit cards, authority books, permits, decals, log books, all unused paperwork, all Company signage, and all Contractor copies of Bills of Lading.
20. To give the Company a minimum of thirty (30) days written notice of termination of this Agreement by Contractor and to fully indemnify and hold the Company harmless from all costs, losses or damages (including loss of profit) which the Company may suffer as a result of this failure to give such notice, as required hereunder, including but not limited to failure to make scheduled deliveries of cargo.
21. The Contractor assumes the risk and liabilities of any injury or death of himself, his employee(s) or any other person whether caused by the Contractor’s actions or omissions of the Contractor or those for whom the Contractor is responsible at law. Contractor’s own equipment, or any equipment furnished by the Company while in the care and custody of the Contractor.
22. In case of any accident the Contractor shall immediately notify the Company of such incident.
23. The Contractor will reimburse the Company for the cost of any claim for loss or damage of cargo occurring while same is in the Contractor’s custody or possession other than such amounts as may be recovered by the Company under insurance or otherwise.
24. In the event that the Contractors unable to make delivery of a shipment because of breakdown, illness, or any other reason, and it is deemed necessary by the Company to obtain other persons to complete delivery, the Company shall be fully reimbursed by the Contractor for all costs related to the completion of such delivery.
25. The Company will make available from time to time, in its discretion as it deems necessary for efficient provision of the services hereunder, monies in the form of advances. It is understood and agreed by the Contractor that there may be charges associated with the use of this service and that they will be deducted from his revenue as agreed.
26. *Any administrative carrying charges that may occur e.g., U.S. fuel card transaction fees. Etc.*
27. The Contractor agrees to abide by all Applicable Laws including but not limited to highway/vehicle laws and rules of the road including but not limited to:
28. *The posted speed limits and further agrees not to exceed 105 miles per hour; and,*
29. *Any content of alcohol or drugs in the blood system at any time while operating or in control of the vehicle ZERO TOLERANCE.*
30. *Any violations of Clause ii. will be grounds for dismissal.*
31. The Contractor acknowledges that any breach of Clause
32. Above shall be immediate grounds for termination of this Agreement

**CC.** The Contractor agrees to provide proof of sales tax paid on the vehicles(s) described above and to immediately pay to the Company all monies owed as sales tax as a result of his vehicle(s) becoming eligible to operate in any jurisdiction by virtue of this Agreement if applicable.

**DD.** The Contractor HST Registration # is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EE.** The Contractor agrees that any equipment provided by the Company on a rental basis (including any satellite, Dash Cam, ELD) always remains the property of the Company and further agrees to use best efforts to keep all equipment in good condition and shall be responsible for all damages caused by the Contractor or those for whom the Contractor is responsible at law, excluding normal wear and tear. The Company will be responsible for installation and removal of such equipment.

**GG**. The Contractor will pick up and deliver his own loads. When a Contractor does not pick up or deliver his load either on time, or as a result of missing an assigned estimated time of arrival (ETA), or if he refuses to deliver any load as per dispatch instructions, then the Contractor shall be responsible for and shall indemnify the Company for all costs incurred by the Company to deliver and off load same.

**HH.** The Contractor will be expected to load or off load his own load or cargo. This service is accounted for as part of the standard remuneration payable as set out in this Agreement. If he cannot complete the load by delivering /off-loading cargo as required hereunder, applicable charges will be deducted from his/her revenue.

**II.** In the event that the Company provides the Contractor with credit cards in the name of the Company for use by the Contractor, the Contractor agrees that all such credit cards shall be used solely for Company business and that the Contractor agrees to be liable for all charges made on such credit cards. In the event of loss or theft the Contractor is responsible for all charges until the Company is notified in writing of such loss or theft.

**JJ.** In the event the Company pays a running advance and / or advances any moneys extends any credit to the Contractor he/she agrees to pay any service charges applicable for such credit or advances on a monthly basis, The Contractor also agrees to pay any office administration fee applicable to this advance for such services. Advances will be determined by revenue generated in the previous month to a maximum of TWO THOUSAND ($2,000) xx/100 Dollars and will be advanced so at the Company’s discretion. Any administrative charges shall also be in the discretion of the Company and shall be communicated to the Contractor prior to any advance or extension of credit.

**KK.** The Contractor agrees not to endeavour to cause the Company’s customers to cease to do business with the Company or to solicit any customer of the Company for business for the account of the Contractor or any entity or person who conducts a business in competition with the Company or which conducts a business which is substantially similar to the business of the Company for one (1) year after termination of this Agreement by either party for any reason. The Contractor agrees to hold any information regarding the Company’s operations customers, policies, or procedures in confidence at all times. This includes rates Contractor lists, customer lists and any proprietary information the Company may have developed.

1. **INDEMNITY:**

**The Contractor agrees, in addition to any of the indemnities hereunder:**

1. To indemnify and hold the Company harmless for any and all liability including all expenses and legal costs arising from the relationship between the Contractor and any relief drivers(s)
2. To the extent that the Company is not protected by insurance, to fully indemnify and save harmless the Company against all loss, claims, damages, or costs whatsoever that may be brought against or suffered by the Company, arising out of the negligence willful misconduct, actions, omissions or misfortune of the Contractor or his relief driver(s) in operations pursuant to this Agreement, including all deductible charges, fines, penalties, or any other expense or liability which the Company deems the Contractor liable for.
3. All obligations of indemnity set forth in this Agreement are continuing and shall survive the termination of this Agreement for any reason whatsoever.
4. **SECURITY AGREEMENT**
5. In consideration of the Company entering into this Agreement and in further consideration of the Company providing certain equipment (ELD) and/or management services, advancements and payments of operating expenses including fuel, license insurance and repairs, the Contractor grants to the Company a security interest in the vehicle and equipment of the Contractor listed in paragraph 1A of this Agreement to secure to the Company payment by the Contractor to the Company of amounts advanced by the Company to the Contractor on behalf of the Contractor or operating expenses from time to time and for payment by the Contractor to the Company for rental of equipment (ELD) and management services provided by the Company to the Contractor plus interest at the rate of 1.5% per month (18% per annum) from date of demand by the Company to the Contractor plus legal costs for collection of the said sums owing by the Contractor to the Company.
6. **THE COMPANY AGREES:**
7. To pay the Contractor or his services under this Agreement:

**(i)** *According to the attached Appendix B.*

The Contractor revenue will be paid in arrears by cheque weekly subject to a two week hold back on completion of services rendered hereunder and on receipt of the appropriate documentation (Pro Bill/Bill of Lading, Expense Sheets/Receipts, and any other trip related data required by the Company). In the event that the Contractor is not the sole transporter of a shipment, he will be paid less the amount determined by the Company based on time and distance required to complete the shipment (mile/ hour/s) Settlement with the Contractor will be in Canadian / US Funds based on the Company customer agreement. provided that the Contractor has provided the Company with all required documentation on a timely basis (all documents must be provided to The Company no later then Tuesdays of the week following the provision of services hereunder and no later than noon on such date.) The Company will supply a Weekly statement to the Contractor showing his earnings and any charges. If the auditors of the Company find any errors in the accounts, the statements shall be subject to such adjustments as may be recommended by the auditors of the Company to correct such errors in the sole discretion of such auditor.

**D.** To supply to the Contractors the Company sees fit, for the provision of services pursuant to this Agreement, such trailers as may be required, in good and road-worthy condition reasonable wear and tear excepted.

**E.** To prepare and remit all fuel tax reports required on behalf of the Contractor. The Contractor shall furnish the Company with the necessary fuel purchase receipts for all purchases on a weekly basis. If as a result of the failure of the Contractor to deliver such receipts, or any other action, of the Contractor, an assessment shall be levied against the Company in respect of the fuel taxes, the Company shall pay such assessments forthwith and be entitled to withhold such amounts expended from monies otherwise owing to the Contractor by the Company.

**6. THE COMPANY AND THE CONTRACTOR MUTUALLY AGREE THAT:**

**A.** The Agreement shall continue in force for a period of not less than thirty (30) days and shall automatically renew for successive thirty (30) day periods unless otherwise terminated as set out herein. Notwithstanding anything contained herein the Contractor may terminate this agreement by giving the other party thirty (30) days notice in writing. Provided that in the case of any such notice given by the Contractor, the Contractor must satisfy the Company that all accounts incurred by the Contractor in connection with this Agreement have been paid or secured. Should there be any unpaid accounts, or should the Company have reason to believe that there is the possibility of unpaid accounts, the Contractor agrees that the Company shall have the right to pay same and charge same to the Lease Operator’s accounts.

**B.** Upon termination of this Agreement for any reason, the Company will withhold an amount the sum of TWO THOUSAND ($2,000) xx/100 Dollars Canadian from amounts payable to the Contractor, which amount shall be hold in a non-interest-bearing account for a ninety (90) day period. This amount will be reflected on the final statement in the month during which termination becomes effective. This said amount is security for any indebtedness costs, charges, or liability that may be incurred by the Contractor for which the Contractor may be liable in connection with this Agreement.

After ninety (90) day or when the Company has determined acting reasonably, that all such possible charges and/or all final loads, charges, or liabilities have been finalized the amounts so withheld shall be paid to the Contractor less any applicable deductions for liabilities or costs payable by the Contractor hereunder.

**C.** The Company may terminate this agreement by written notice immediately upon the occurrence of any of the following events:

 **(i)** *The Contractor or any employee(s) of the Contractor carries on or permits to be carried on any smuggling or other unlawful activity.*

 ***(ii)*** *The Contractor or his employee(s) provide services with the equipment described in this agreement for any person, firm, or corporation other than the Company while the Company’s insignia is affixed thereto or during the term hereof.*

*(****iii)*** *The Contractor or his employee(s) while engaged in operations pursuant to this Agreement, conducts himself in a manner which can be construed as abusive or offensive toward the officers or customers of the Company.*

***(iv)*** *The Contractor or his employee(s) are involved in any incident where alcohol or the use of any drug is a factor, during the provision of services pursuant to this Agreement or while on dispatch or otherwise on call to provide services hereunder.*

***(v)*** *When any accident(s) or safety violation(s) has occurred without being reported immediately to the Company or when any violations which may disqualify the Contractor, or his employee(s) are committed by the Contractor or his employee(s) in any jurisdiction in which the Company conducts its business.*

***(vi)*** *The Contractor carries unauthorized persons while providing services hereunder.*

***(vii)*** *The Contractor or his employee(s) are involved in any accident judged by the Company in its sole discretion to have been preventable and of a serious nature enough to warrant termination in the reasonable discretion of the Company.*

***(viii)*** *The Contractor or his employee(s) commits over-dimensional/overweight violations. The Contractor agrees to participate and abide by the provisions of Applicable Laws regarding over weights and/over-dimensional violations of any applicable government agency.*

*(****ix)*** *The Contractor refuses to accept or act upon any reasonable directive given by dispatch and/or any official of the Company.*

 ***(x)*** *The Contractor or the Company breach any term or condition of this Agreement.*

 ***(xi)*** *The Contractor together with any other Contractor with whom the Company has a contract, becomes a member of an association without having obtained the consent of the Company in writing which may be unlawful*

**D.** This Agreement may not be sold, assigned, or transferred in whole or part by the Contractor without the express written consent of the Company which may be unreasonably with held.

**E.** Only with written approval of Company may the Contractor employ any other person to provide services hereunder on behalf of the Contractor in which case, the provisions of this Agreement shall apply as if the said Contractor employee(s) were the Contractor hereunder and the Contractor shall be bound by the actions of such employee(s) and shall guarantee compliance with this Agreement by any such employee.

**F.** The Company, as irrevocable agent or attorney, may settle any claim with one or more third parties, arising from personal injury, death, or damage to property of others, made against the Company or Contractor or both arising from or related to any act or failure to act of the Contractor or his employee(s) in the performance of this Agreement, and the Company shall have the right to deduct amounts disbursed with respect of any such settlement which the Company negotiates on the behalf of the Contractor so long as the Company acts in good faith.

**G.** The Contractor shall at all times in the performance of this agreement, abide by and comply with the rules and regulations issued by the Company and amended from time to time.

**H.** Should the said vehicle(s) either be owned by person(s) other than the signed Contractor OR should the said vehicle be subject to a security interest of a third party other than the Company, then:

**(i)** *The Contractor shall provide the Company with a copy of the Agreement authorizing the Contractor to use the vehicle or in which a security interest is granted to a secured party with respect to the said vehicle, and.*

**(ii)** *The Contractor shall obtain the written permission of the Company in advance prior to using the said vehicle which permission the Company may unreasonably withhold; and,*

**(iii)** *The Contractor authorizes and directs the Company to make any and all payments required by the Contractor under such Agreement with respect to the said vehicle from the monies the Contractor is entitled to receive under this Agreement provided that the Contractor grants to the Company a security interest in the vehicle for any monies paid above monies owed by the Company to the Lease Operator.*

**I.** Any notice or other communication contemplated by the provisions of this Agreement may be given by prepaid, registered mail to the other party at the normal and known mailing addresses of the parties. Any such notice shall be deemed to have been received by the addressee on the third business day following the mailing of the communication in a Government Post Office. Either party may change its address upon written notice to the other party.

**K.** This agreement supersedes any and all previous or oral agreements made between the Company and the Contractor. The rights and obligations of the parties involved commence upon the dating and signing of this Agreement.

**L.** The Company reserves the right to make written amendments to this Agreement at its pleasure but shall not do so without giving thirty (30) days notice of its intention to do so.

**M.** WAIVER: Failure of either party to enforce or insist upon compliance with any terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times, in full force and effect.

**N.** SEVERABILITY: In the event that any provision of this agreement is deemed, unenforceable, by any court of competent jurisdiction, then such provision shall be severed from this agreement and this agreement shall be read as if such provision were not part of the agreement and all other provisions shall remain in full force.

**O.** GOODS AND SERVICES TAX: The Company and the Contractor agree that for the

purposes of the Excise Tax Act (Canada) legislation, that the Company is classed as an interline operation and that the Company shall be solely responsible for the collection, and remittance of the H.S.T. as applicable on behalf of the Contractor and the Company.

**5.** **NUMBER, GENDER, SUCCESSORS AND ASSIGNS**

**A.** IT IS HEREBY AGREED that wherever the singular or masculine is used herein, the same shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require, and that this Agreement shall ensure to the benefit of the Company, its successors and assigns, and shall be binding upon the Contractor and his successors and assigns.

1. **LEGAL FEES**
2. Contractor shall be responsible for all costs and legal fees incurred by the Company to enforce the terms of this Agreement including, without limitations, those fees and costs incurred in connection with legal action taken between the Company and any third-party as a result of the Contractor’s acts or omissions.
3. **ACKNOWLEDGEMENT**
4. The Contractor acknowledges that the Contractor has read this Agreement in its entirety and understands all of its terms and conditions, and has had an opportunity to consult with legal counsel of the Contractor’s choice regarding this Agreement

**ACKNOWLEDGEMENT**

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed as follows:

**FOR THE COMPANY:**

*In the Province of* Ontario *at* Oldcastle.

On This \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_.

Name: **FOGZ LOGISTICS LTD.** 5530 Oldcastle Rd Oldcastle ON N0R 1L0

**Title:** Safety Manager

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR THE INDEPENDENT CONTRACTOR:**

**CHEQUES PAYABLE TO:**

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

**Address** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In case of emergency contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: **X**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***I have the authority to bind the above mentioned Company.***

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX B**

The Company agrees to pay the Contractor or his/her services under this agreement.

**(i)** 87% of freight revenue with your own *tractor and trailer*.

**(ii)** 80% of freight revenue with your own *tractor and Fogz Trailer*

**(iii)** 87% of freight revenue on any backhauls with your own *tractor and trailer*

**(iiii)** 80% of freight revenue on any backhauls with your own *tractor and Fogz Trailer*

UNIT # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TRAILER # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTICE OF HIRING-CONTRACTOR**

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Comments:**

Payroll to Be: **Every Monday** *(after the two weeks hold back)*

*­­­­­­­­­­­­­­­­­­­­­*­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OFFICE USE ONLY**

**Fuel Cards Issued: YES \_\_\_ NO \_\_\_** **Fuel Card #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ELD Tablet Given YES \_\_\_\_ NO\_\_\_\_ DASH CAMERA verification YES \_\_\_\_ NO \_\_\_\_**

**Leased Operator Agreement (Complete): YES \_\_\_ NO\_\_\_** **Copy Corporation papers YES \_\_\_ NO\_\_\_**

**WSIB sign off: YES \_\_\_ NO\_\_\_ Alternative Insurance: YES \_\_\_ NO\_\_\_** **COMPANY** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-Carries Edge Complete YES \_\_\_ NO \_\_\_ -Pre-Employment Road Test Complete YES \_\_\_ NO \_\_\_**

**-Policies Signed YES \_\_\_ NO \_\_\_ - Orientation complete YES \_\_\_ NO \_\_\_**

**-Cab Binder complete YES \_\_\_ NO \_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Safety Manager Name**: Tracy Lorondeau