



******* REQUIRED ITEMS *******

CB RADIO
FR - FIRE RESISTANT CLOTHING
H2S MONITOR, HARDHAT, CLEAR SAFETY GLASSES, STEEL TOE BOOTS

******* DRIVER INFORMATION *******

PHOTO OF DRIVER LICENSE
PHOTO OF PEC SAFELAND CARD
PHOTO OF H2S CARD
CELL PHONE NUMBER
EMAIL ADDRESS
TRUCK NUMBER
DOWNLOAD APPs PRIOR TO START
TELEGRAM, WHATSAPP
LOGISTIXIQ, PDF SCANNER

******* COMPANY INFORMATION *******

PHOTO OF DRIVER LICENSE OF THE OWNER OF COMPANY
ADDRESS OF COMPANY
CELL PHONE NUMBER OF THE OWNER
EMAIL ADDRESS OF THE OWNER
EIN LETTER
BANK ACCOUNT INFORMATION

******* INSURANCE COVERAGES *******

* \$1,000,000.00 AUTO LIABILITY
* \$ 100,000.00 CARGO
* \$ 40,000.00 TRAILER INTERCHANGABLE

INSURANCE COI LETTER

**POLICY MUST NAME EACH DRIVER
POLICY MUST NAME EACH TRUCK UNIT**

MUST ADD AMERIWAY LLC AS ADDITIONAL INSURED

AMERIWAY LLC
1321 W. RANDOL MILL RD #216
ARLINGTON, TEXAS 76012

INSURANCE AGENT IS TO EMAIL COI LETTER TO BELOW

ameriwayllc@gmail.com
817-655-3802

PAYMENT & PERCENTAGE

PAYMENT DEPOSIT ON FRIDAY
WEEK STARTS ON SATURDAY AT 12:01 AM AND ENDS ON FRIDAY AT MIDNIGHT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fino Services LLC 8193 Highway Blvd Suite #205 Katy, TX 77494	CONTACT NAME: Customer Service PHONE (A/C, Ad, Ext): 469-778-5445 E-MAIL ADDRESS: certificates@finoservices.com
	INSURER(S) AFFORDING COVERAGE
INSURED Yoel GP Trucking CORP 3127 N Muskingum Ave Odessa, TX 79782	INSURER A: Pegaso Risk Retention Group
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSO-2402032-00	02/17/2024	02/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo			PSO-2402032-00	02/17/2024	02/17/2025	Limit: \$ 100,000 Ded: \$ 1,000
A	Trailer Interchange			PSO-2402032-00	02/17/2024	02/17/2025	Limit: \$ 40,000 Ded: \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2018 Kenworth 2020 Freightliner 2015 Freightliner	1XKYD49XJJ199791 3AKJHHF0LSUM9076 3AKJGLBG1FSGF2132	Yoel Gonzalez CDL: 50217237 DOB: 12/04/1974 STATE: TX	Victor Yuran Montero CDL: 39019617 DOB: 08/29/1878 STATE: TX	Yoani Gonzalez Perez CDL: 50630816 DOB: 12/04/1974 STATE: TX
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CERTIFICATE HOLDER Hilltop Logistics LLC 1420 N. Austin St. Seguin TX 78155	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMPANY INFORMATION / INFORMACION DE COMPANIA

COMPANY NAME / NOMBRE DE COMPANIA:

NAME OF OWNER / NOMBRE DE DUENO:

ADDRESS / DIRECCION:

PHONE NUMBER / NUMERO DE TELEFONO:

EMAIL ADDRESS / CORREO ELECTRONICO:

US DOT NUMBER:

TX DMV NUMBER OR MC NUMBER:

DRIVER INFORMATION / INFORMACION DE CHOFER

DRIVER NAME / NOMBRE DE CHOFER:

PHONE NUMBER / NUMERO DE TELEFONO:

EMAIL ADDRESS / CORREO ELECTRONICO:

DRIVER LICENSE NUMBER / NUMERO DE LICENCIA:

PEC SAFELAND YES / NO

H2S CERTIFICATION EXPIRATION DATE

TRUCK INFORMATION / INFORMACION DE CAMION

TRUCK NUMBER / NUMERO DE CAMION:

WORK SHIFT / TURNO DE TRABAJO Dayshift / Nightshift

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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 or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 retirement 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



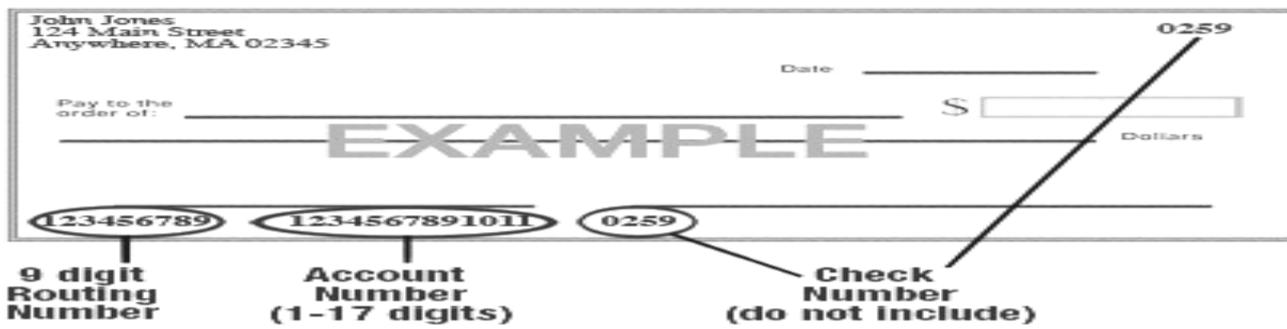
DIRECT DEPOSIT FORM

Please print and complete ALL the information below.

Name: _____

Address: _____

City, State, Zip Code _____



Name of Bank: _____

Account Number: _____

9-Digit Routing Number: _____

Type of Account : Checking Savings (Circle One)

AMERIWAY ,LLC is hereby authorized to directly deposit my pay to the account above.
This authorization will remain in effect until I modify or cancel it in writing.

Account Holder Signature: _____

Date: _____

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (“Agreement”) is entered into and shall be effective as of the _____ day of _____ 20 ____ (the “Effective Date”), by and among AMERIWAY LLC 1321 W RANDOL MILL RD #216, ARLINGTON, Texas (“Contractor”), and _____ (“Subcontractor”)

(Mailing Address)

(Physical Address, if different from Mailing Address)

(Contact person and title)

(Additional contact information: Phone number, fax number and email address)

Contractor and Subcontractor may be individually referred to herein as a “Party” or collectively as the “Parties.” Any and all prior agreements, contracts, or other paperwork between Contractor and Subcontractor are void, and this Subcontractor Agreement will govern the relationship of the Parties as of the date the agreement is signed and executed.

CONSPICUOUS AND FAIR NOTICE:

BOTH PARTIES REPRESENT TO EACH OTHER THAT: (1) THEY HAVE CONSULTED AN ATTORNEY CONCERNING THIS AGREEMENT OR, IF THEY HAVE NOT CONSULTED AN ATTORNEY, THEY WERE GIVEN THE OPPORTUNITY AND HAD THE ABILITY TO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) THEY FULLY UNDERSTAND THEIR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements herein contained, the sufficiency of which is acknowledged, Contractor and Subcontractor hereby agree as follows:

1. Scope of Agreement. Work for Hire. It is contemplated that from time to time Subcontractor will be requested by Contractor or its present or future affiliated entities to perform certain work and services (“Work”). All Work hereunder that involves developing or modifying intellectual property for Contractor shall constitute work for hire and shall be the sole property of Contractor. Neither Contractor nor its affiliates shall be obligated to request Subcontractor to perform any Work, and Subcontractor shall not be obligated to accept requests to perform Work from either Contractor or its affiliates, but it is expressly understood and agreed that any and all Work requested by Contractor or its affiliates and accepted by Subcontractor shall be controlled and governed by the provisions of this Agreement. The term “Agreement” means this Agreement as incorporated in a work order and the term “Contractor” as used herein shall mean the Contractor or affiliated entity that issued the work order.

Contractor’s Initials _____

Subcontractor’s Initials _____

2. Term and Termination. This Agreement shall remain in effect for a period of one year from the Effective Date, and from year to year thereafter, subject to the right of either party here to cancel or terminate the Agreement at any time upon not less than thirty (30) days written notice of one party to the other.

3. Representations and Warranties. Subcontractor will furnish all necessary materials, equipment, permits, and certificates that are required for the project. All of Subcontractor's materials and equipment are suitable for their intended use, and are free from all faults and defects. Subcontractor will remove and replace any defective materials or work forthwith on notice from Contractor. Subcontractor will perform the work entirely at Subcontractor's risk. Subcontractor will provide all proper and sufficient and necessary safeguards against all injuries and damage whatsoever, and to comply with all safety requirements imposed by law. Subcontractor shall conform to Contractor's reasonable progress schedule. Subcontractor shall prosecute its work in a professional, prompt, and diligent manner without delaying or hindering Contractor's work. If Subcontractor shall default in performance of the work or otherwise commit any act which causes delay to Contractor's work, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including actual damages, consequential damages and any liquidate damages sustained by Contractor. Subcontractor will comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the project, the project site, the practices involved in the project, or any subcontract work. Subcontractor, its agents and employees are properly trained and qualified to complete the work to which they have been hired to do.

4. INDEMNIFICATION. "Claims" shall include, without limitation, any and all claims, losses, damages (including, without limitation, punitive damages), causes of action, fines, penalties, enforcement proceedings, suits, and liabilities of every nature or character (including interest and all expenses of litigation, court costs, and attorneys' fees), whether or not arising in tort, contract, strict liability, under statute, or of any other character whatsoever, and whether or not caused by a legal duty. "Subcontractor Group" means subcontractor, its parent, subsidiary and affiliated companies, and their contractors (of whatever tier), and its and their respective directors, officers, employees, agents, and representatives. "Contractor Group" means Contractor, its parent, subsidiary and affiliated companies, its and their co-lessees, partners, joint ventures, co-owners, contractors (other than Subcontractor), and its and their respective directors, officers, employees, agents, and representatives.

A. MUTUAL INDEMNIFICATION FOR BODILY INJURY AND PROPERTY DAMAGE. SUBJECT TO SECTION 4.D. BELOW, CONTRACTOR SHALL DEFEND, RELEASE, DISCHARGE, AND RELINQUISH; AND SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS SUBCONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS OF EVERY KIND OR CHARACTER THAT ARE BROUGHT BY OR ON BEHALF OF ANY MEMBER OF CONTRACTOR GROUP OR THEIR INVITEES ALLEGING BODILY INJURY, PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE, OR DEATH OF ANY MEMBER OF CONTRACTOR GROUP OR THEIR INVITEES AND WHICH ARISE OUT OF, RELATE TO, OR ARE CONNECTED WITH THIS AGREEMENT, OR

THE PERFORMANCE THEREOF, OTHER THAN TO THE EXTENT ARISING FROM, RELATING TO OR CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OR MORE MEMBERS OF THE SUBCONTRACTOR GROUP.

B. MUTUAL INDEMNIFICATION FOR BODILY INJURY AND PROPERTY DAMAGE. SUBJECT TO SECTION 4.D. BELOW, SUBCONTRACTOR SHALL DEFEND; SHALL RELEASE, DISCHARGE, AND RELINQUISH; AND SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS OF EVERY KIND OR CHARACTER THAT ARE BROUGHT BY OR ON BEHALF OF ANY MEMBER OF SUBCONTRACTOR GROUP OR THEIR INVITEES ALLEGING BODILY INJURY, PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR DEATH OF ANY MEMBER OF SUBCONTRACTOR GROUP OR THEIR INVITEES AND WHICH ARISE OUT OF, RELATE TO, OR ARE CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE THEREOF, OTHER THAN TO THE EXTENT ARISING FROM, RELATING TO OR CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OR MORE MEMBERS OF THE CONTRACTOR GROUP.

C. POLLUTION OR CONTAMINATION. SUBCONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL DEFEND; SHALL RELEASE, DISCHARGE, AND RELINQUISH; AND SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS ARISING FROM POLLUTION OR CONTAMINATION, WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINTS, SOLVENTS, CLEANING SOLUTIONS, OTHER LIQUIDS, FUMES AND GARBAGE, AND WHICH IS IN ANY MANNER ASSOCIATED WITH, RESULTING FROM OR CAUSED BY SUBCONTRACTOR GROUP'S EQUIPMENT, GOODS, OR SERVICES, OTHER THAN TO THE EXTENT ARISING FROM, RELATING TO OR CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OR MORE MEMBERS OF THE CONTRACTOR GROUP.

D. EXPRESS NEGLIGENCE. THE RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS CONTAINED IN SECTIONS 4.A THROUGH 4.C SHALL, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED THEREIN, APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE (WHETHER JOINT, SOLE OR CONCURRENT), PREEXISTING CONDITIONS, THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT, STRICT LIABILITY, CONTRACTUAL LIABILITY TO OTHER MEMBERS OF THE INDEMNITEE'S GROUP, OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE INDEMNITEE GROUP. BOTH PARTIES AGREE THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE

EXPRESS NEGLIGENCE RULE TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ARTICLE 4 HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.

E. SUPPORTING INSURANCE. SEPARATE AND INDEPENDENT FROM ANY OTHER INSURANCE PROCUREMENT REQUIREMENTS IN THIS AGREEMENT, EACH OF CONTRACTOR AND SUBCONTRACTOR AGREE TO CARRY INSURANCE IN SUPPORT OF THEIR RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS SECTION 5 IN MUTUALLY AGREED AMOUNTS. EACH PARTY AGREES THAT THE MAXIMUM AMOUNT OF SUCH SUPPORTING INSURANCE SHALL BE THE AMOUNT SPECIFIED IN SECTION 6. IF A PARTY DOES NOT CARRY INSURANCE IN THE REQUIRED MUTUALLY AGREED AMOUNT, SUCH PARTY WILL BE DEEMED TO BE SELF-INSURED IN AN AMOUNT EQUAL TO THE AMOUNT OF INSURANCE CARRIED BY THE OTHER PARTY IN COMPLIANCE WITH THIS SECTION 4.E. IN THE EVENT THAT THIS AGREEMENT IS SUBJECT TO THE INDEMNITY LIMITATIONS OF ANY APPLICABLE STATE LAW, AND SO LONG AS THAT LAW IS IN FORCE, THEN IT IS AGREED THAT THE ABOVE OBLIGATIONS TO INDEMNIFY ARE LIMITED TO THE EXTENT ALLOWED BY LAW.

F. THIRD PARTIES. CONTRACTOR AND SUBCONTRACTOR SHALL EACH BE RESPONSIBLE FOR AND SHALL RELEASE AND PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS MEMBERS OF CONTRACTOR GROUP OR SUBCONTRACTOR GROUP, AS APPLICABLE, FROM AND AGAINST ANY AND ALL CLAIMS OF EVERY KIND AND CHARACTER, WITHOUT LIMIT, ARISING IN CONNECTION HEREWITH IN FAVOR OF THIRD PARTIES ON ACCOUNT OF BODILY INJURY, PERSONAL INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF SUCH THIRD PARTIES' PROPERTY TO THE EXTENT OF EACH PARTY'S OWN RESPECTIVE LEGAL LIABILITY.

G. ENFORCEABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE INDEMNITY AND INSURANCE PROVISIONS CONTAINED HEREIN SHALL BE LIBERALLY CONSTRUED. CONTRACTOR AND SUBCONTRACTOR AGREE THAT SAID INDEMNITEES SHALL BE SUPPORTED BY INSURANCE OR QUALIFIED SELF-INSURANCE WITH MINIMUM LIMITS NOT LESS THAN THE AMOUNTS REQUIRED BY THIS AGREEMENT. IF EITHER THE LIMIT OR EXTENT OF THE INDEMNITIES OR THE INSURANCE REQUIREMENTS HEREUNDER ARE FOUND TO EXCEED THE MAXIMUM LIMITS OR EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SUBJECT INDEMNITIES AND/OR INSURANCE REQUIREMENTS SHALL AUTOMATICALLY BE AMENDED TO THE EXTENT NECESSARY TO MAKE THEM ENFORCABLE. OTHERWISE, THE TYPES AND AMOUNTS OF INSURANCE REQUIRED HEREIN SHALL IN NO WAY LIMIT EITHER PARTY'S INDEMNITY PROVISIONS AS STATED ABOVE.

Contractor's Initials _____

Subcontractor's Initials _____

5. Insurance. Subcontractor, at its own cost and expense, shall procure, carry, and maintain insurance coverage satisfactory to Contractor, which shall include not less than the following coverage:

- a. General liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence;
- b. Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence;
- c. Umbrella insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence;
- d. Workers Compensation and Employers' Liability with limits not less than One Million Dollars (\$1,000,000.00)
- e. Riggers Liability Insurance with limits not less than \$500,000.00 per occurrence;
- f. Motor Truck Cargo Insurance with limits not less than \$100,000 per occurrence;
- g. Installation Floater Insurance with limits not less than \$250,000.00 per occurrence;
- h. Any other insurance required by Contractor

Subcontractor shall name Contractor as an additional insured on all policies of insurance. Subcontractor shall cause its insurance carrier to forward forthwith to Contractor a standard certificate of insurance such certificate shall require the insurance carrier to give Contractor written thirty (30) days prior notice of the cancellation of such insurance. Subcontractor shall not perform any work under the Agreement until a Certificate of Insurance has been delivered to Contractor. If Subcontractor fails to furnish current evidence upon demand of any insurance required hereunder, or if any insurance is cancelled or materially changed, Contractor may suspend or terminate this Agreement until insurance is obtained. The insurance coverage required herein shall in no way limit the Subcontractor's liability under this Agreement.

6. Waiver of Subrogation. SUBCONTRACTOR HEREBY WAIVES ANY RIGHT OF SUBROGATION THAT IT, OR ANYONE CLAIMING THROUGH OR UNDER IT, MAY HAVE AGAINST CONTRACTOR, ITS AGENTS, EMPLOYEES, OR ANYONE FOR WHOM SOUTHBOUND AND DOWN, LLC., MAY BE RESPONSIBLE, FOR ANY LOSS OR DAMAGE SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE OF CONTRACTOR. HOWEVER, THIS WAIVER SHALL NOT ADVERSELY OR IMPAIR ANY POLICIES OF INSURANCE OR PREJUDICE THE RIGHT OF EITHER PARTY TO RECOVER THEREUNDER. SUBCONTRACTOR SHALL PROVIDE AN ENDORSEMENT FROM SUBCONTRACTOR'S SUBCONTRACTOR OR SUBCONTRACTORS THAT ANY RIGHT OF SUBROGATION IS WAIVED AS AGAINST CONTRACTOR AND THAT SUCH WAIVER WILL NOT IMPAIR YOUR POLICIES OF INSURANCE. ANY FAILURE OR DELAY BY CONTRACTOR TO REQUIRE SUCH AN ENDORSEMENT SHALL NOT CONSTITUTE A WAIVER, NOR SHALL IT OTHERWISE AFFECT THIS MUTUAL WAIVER OF SUBROGATION.

7. Independent Contractor. Subcontractor shall have the status of an "independent contractor". Subcontractor shall employ and direct all persons engaged in the performance of any and all of its services under this Agreement, and such agents, servants or employees are subject to the sole control and direction of Subcontractor, and shall not be agents, servants or employees of Contractor. Contractor shall not have any authority to supervise or direct the manner in which Subcontractor shall perform the services to be rendered hereunder.

Furthermore, Subcontractor agrees it has, or will obtain, its own DOT No. and Federal Highway Administration Permit No., and will keep same current, and on file with Contractor. Thus, all traffic/DOT tickets, violations, or accidents are the sole responsibility of Subcontractor, and any and all tickets, violations, and/or accidents will be recorded on the Subcontractor's DOT No. and Federal Highway Administration Permit No.

8. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. All notices shall be addressed as shown below:

If to Contractor:

Name: **AMERIWAY LLC**
Address: 1321 W RANDOL MILL DR #216
ARLINGTON TEXAS 76012
Email: ameriwayllc@gmail.com
Phone: 817-655-3802
Fax: _____
Contact: Aaron Dias

If to Subcontractor - **All Information is Required:**

Company Name:
Company Address:
Email:
Phone:
Fax:
Contact:
DOT No.
Federal Highway Ad. Permit No.
Insurance Company Agent:
Address:
Phone:
Expiration Date of Policies:

(If more than one expiration date, Subcontractor must list all dates in an Addendum)

Contractor's Initials _____

Subcontractor's Initials _____

9. Breach of Agreement. If Subcontractor breaches any of the terms of this agreement, then Contractor has the option, at its sole and absolute discretion, to terminate this agreement immediately, without written notice. Failure of Contractor to insist upon Subcontractor's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any of Contractor's rights or privileges contained herein.

10. Record Keeping. For the purposes of permitting verification by the Contractor of any amounts paid to or claimed by the Subcontractor, the Subcontractor shall keep and preserve, for not less than two years from date of invoice all general ledgers, work orders, receipts, disbursements journals, bids, bid proposals, price lists, and supporting documentation obtained from manufacturers and suppliers in connection with the work performed. At any time upon 24 hours advance notice to the Subcontractor, the Contractor or its agents or representatives, including accountants, may, during regular business hours, examine or audit the items for which Contractor is invoiced for reimbursement.

11. Reports. Subcontractor shall provide to Contractor an oral report, confirmed in writing as soon as practicable, of all accidents or occurrences resulting in death or injuries to Subcontractor's employees, subcontractors, or any third parties, damage to Contractor's property, or physical damage to the property of Contractor or any third party, arising out of or during the course of work to be performed. Subcontractor shall furnish Contractor with a copy of all reports made by Subcontractor to Subcontractor's insurer, governmental authorities, or to others of such accidents or occurrences.

12. Payment Terms. Regardless of any contrary provision in any credit application or other agreement, Contractor agrees to pay Subcontractor for any work at the rates set forth in the applicable work order or purchase order. Subcontractor shall promptly invoice Contractor upon the completion of any work, but in any event shall invoice Contractor (i) at least once every thirty (30) days and (ii) within ten (10) days following completion of all of the work under any applicable work order or purchase order, and (iii) in the unlikely event that work is completed without an applicable work order or purchase order, within ten (10) days of completion of such work at Subcontractor's best rates in the geographical area where the work was completed. Contractor shall remit full payment of all undisputed portions of any and all invoices in full in United States funds by check, bank draft, money order, or bank/wire transfer payable to Contractor at its offices (or bank account) within sixty (60) days following actual receipt of Subcontractor's invoice. In the event Contractor has a bona fide question or dispute concerning a Subcontractor invoice or a portion thereof, Contractor may withhold the disputed portion of the payment only. Contractor shall give written notice of any disputed amounts to Subcontractor specifying the reasons therefore within sixty (60) days after receipt of the applicable invoice. Invoices submitted later than one hundred twenty (120) days will not be considered for reimbursement.

13. Audit. Subcontractor shall maintain, and shall cause any of Subcontractor's Subcontractors to maintain, a true and correct set of records pertaining to all work performed under each work order, including supporting documentation, for two (2) years following completion of the Work. Contractor may, at its expense require Subcontractor, or any of Subcontractor's Subcontractors, at any time within said two-year period to furnish sufficient evidence, with documentary support, to enable Contractor to verify the correctness and accuracy of payments to Subcontractor or such Subcontractors. Contractor may, following

written notice to Subcontractor or such Subcontractor, audit any and all records of Subcontractor and any Subcontractor relating to the work performed by or on behalf of Subcontractor hereunder, and all payments made in regard thereto, in order to verify the accuracy and compliance with this provision; provided however, Contractor shall not have the right to inspect or audit Subcontractor's trade secrets or any proprietary information. If Contractor's examination discloses that Subcontractor's invoices to Contractor were in error, Subcontractor will immediately pay to Contractor any amounts overpaid by Contractor, plus interest from the date of the error at the lesser of one percent (1%) per month or the maximum rate allowed by law.

14. No delay. In no case (unless otherwise directed in writing by the Contractor) shall any claim or dispute, whether or not involving litigation, permit the Subcontractor to delay or discontinue any of the work hereunder, but rather the Subcontractor shall diligently pursue the work hereunder while awaiting the resolution of any dispute or claim; provided, however, that the Contractor shall not withhold, pending the resolution of any claim or dispute, the payment of any undisputed sum otherwise due Subcontractor under this Agreement.

15. Drugs, Alcohol & Firearms. To help ensure a safe, productive work environment, Contractor prohibits the use, transportation and possession of firearms, drugs and/or controlled substances, drug paraphernalia and alcoholic beverages. Illegal drugs shall include, but not be limited to, marijuana, amphetamines, barbiturates, opiates, cocaine, codeine, morphine, hallucinogenic substances (LSD) and any similar drugs and/or chemical synthetics deemed hazardous by Contractor. Such prohibitions shall apply to Subcontractor and its employees, agents, servants and subcontractors. Subcontractor's employees, agents, contractors and invitees shall abide the more stringent of Subcontractor's or Contractor's drug, alcohol and firearm policy. Contractor may request that Subcontractor carry out drug and alcohol tests of its employees and/or that Subcontractor carry out reasonable searches of individuals, their personal effects and vehicles when entering on and leaving assigned premises at any time, at scheduled times, or at random. Individuals found in violation shall be removed from the premises by Subcontractor immediately. Submission to such a search is strictly voluntary, however, refusal may be cause for not allowing that individual on the well site or Contractor's other premises. Subcontractor shall (1) test at Subcontractor's expense any individual involved in or related to an accident or injury within twelve (12) hours of such accident or injury and (2) submit to Contractor any drug or alcohol test results for any individual involved in or related to an accident or injury on Contractor's premises. It is Subcontractor's responsibility to notify its employees, contractors, subcontractors, agents and invitees of this prohibition, the provisions of this paragraph and its enforcement and obtain any acknowledgement or release from any person in order to comply with this provision and applicable law.

16. Miscellaneous:

a. Governing Law. In the event of litigation arising out of this Contract, the parties agree that the venue for such litigation shall be in Guadalupe County, Texas, or if in Federal Court, the U.S. District Court, for the Western District of Texas, San Antonio Division. The parties irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam

jurisdiction. The laws of the State of Texas shall apply and govern the validity, interpretation, and performance of this Agreement.

b. Severability. If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent of and only to the extent of such contravention, such part shall be severed from this Agreement and deemed non-binding while all other parts of this Agreement shall remain binding.

c. Amendment. This Agreement may not be modified or amended unless it is in writing and signed by both Parties.

d. Assignment. Neither Party shall assign all or any part of its rights or obligations under this Agreement without the prior written consent from the other Party.

e. Compliance with Laws. Subcontractor agrees to comply with all laws, statutes, codes, rules, and regulations, which are now or may hereafter become applicable to operations covered by this Agreement or arising out of the performance of such operations.

f. Headings. The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

g. Authority to Sign and Bind. By their signatures below, Subcontractor represents that the person signing this Agreement has the authority to execute same on behalf of Subcontractor and to bind Subcontract to the obligations set forth herein.

EXECUTED this _____ day of _____, 20_____.

AMERIWAY LLC
(Contractor)

(Subcontractor)

By: AARON DIAS_____

By: _____

Title: Owner_____

Title: _____

Date: _____

Date: _____

Signature

Signature

Contractor's Initials _____

Subcontractor's Initials _____

TRAILER INTERCHANGE AGREEMENT

This Agreement is entered into by and between Southbound and Down LLC and _____ (User). In Consideration of the mutual undertakings of the parties hereto, as set forth herein, it is agreed that the User may interchange owned, leased or controlled trailer ("Equipment") subject to the following terms and conditions.

1. **Equipment.** The term Equipment as used herein shall refer to any trailer owned, leased or controlled by Carrier.
2. **Points of Interchange.** The specific points of interchange shall be at the points mutually agreed upon between the parties. At the time of interchange, an authorized representative of each party shall execute, in multiple copies as the parties may require, an Interchange Receipt and Inspection in the form and manner prescribed by the carrier.
3. **Use and Return:** User agrees that the equipment will be utilized only for transportation to complete promptly and expeditiously the motor vehicle movement and return the equipment to Carrier. User shall be responsible for the safe and timely return of the Equipment to Carrier, ordinary wear and tear excepted. User agrees not to interchange Equipment obtained from Carrier hereunder with third parties.
4. **User's Responsibilities.** User shall accept responsibility for all owner operators and their leased power units as if they were User's own employees and vehicles. Proper identification on tractors is mandatory and is an obligation of the User. User shall have complete control and supervision of such Equipment, and such Equipment shall be operated under its authority while in its possession, and Carrier shall have no right to control the detail of the work of any employee or agent operating or using said equipment during such time. Any person operating, in possession of, or using said Equipment after parties hereto sign an Inspection Report and until proper form is signed returning the Equipment to Carrier, is not the agent or employee of Carrier, is not the agent or the employee Carrier for any purpose whatsoever.
5. **Taxes.** User shall bear the cost of all federal, state or municipal taxes, fines, fees or charges levied or imposed or arising out of the use of the Equipment while in its possession, until its proper return to Carrier.
6. **Indemnification.** User agrees to indemnify, defend and hold Carrier harmless from and against any and all loss, damage, liability, cost or expense, including but not limited to, attorney's fees, suffered or incurred in connection with injuries or death of any person or loss of or damage to any property, arising out of use, operation or maintenance of said Equipment until such Equipment has been returned to Carrier and receipt issued therefor. The obligations assumed by User pursuant to this paragraph shall apply regardless of any contributing act or omission, whether negligent or not, on Carrier's part
7. **Insurance.** Before commencing any work hereunder, User shall procure, and shall thereafter maintain in force during the period of this Agreement, all of its own insurance, with insurance companies satisfactory to Carrier, covering all of the work and services to be performed hereunder by User and each of its subcontractor:

- (a) User agrees to maintain for the duration of this Agreement, Insurance coverage for owned and hired automobile liability including bodily and property damage, with coverage of at least \$1,000,000 combined single limit or equivalent.
 - (b) User agrees to maintain for the duration of this Agreement insurance coverage for physical damage insurance for loss or damage to Equipment while in the care, custody and/or control of the User. Such coverage may be written on an actual cash value basis per unit, but in no event less than \$40,000.
 - (c) User agrees to maintain for the duration of this Agreement, Insurance coverage for cargo loss Insurance for loss and damage to lading contained in the Equipment while in the care, custody and/or control of the User.
8. **Charges.** User agrees to pay Carrier charges as set forth in Exhibit "A", attached hereto, for each day or portion thereof Equipment interchanged hereunder is in User's possession. Carrier will bill User for said charges on a monthly basis. User must submit billing disputes to Carrier within thirty (30) days of invoice date. In the event User fails to pay all uncontested amounts due within thirty (30) days of Invoice date, this Agreement shall be subject to immediate suspension by Carrier without formal notice to User.
9. **Maintenance of Equipment:** Ordinary maintenance and other service adjustments on equipment, tires excluded, occasioned by ordinary use will be:
- (a) Absorbed by the User when costs thereof do not exceed \$40,000, exclusive of service charge.
 - (b) Billed to and borne by Carrier in its entirety when costs thereof would exceed \$40,000, provided, however that the Carrier's authorization is obtained prior to commencement of repairs when the costs thereof is estimated to exceed \$100. Carrier will not be responsible for any other consequential costs. Bills against Carrier for
 - (c) Ordinary maintenance of Equipment shall be tendered within (30) days from the date the repairs were completed, unless otherwise agreed upon.
10. **Tires.** Carrier shall furnish Equipment with tires and tubes of proper size at the time of interchange. Thereafter, until the Equipment is returned to Carrier, repairs to tires and tubes shall be made by and at the expense of User. When an unserviceable tire or tube is replaced, it must be with a new tire/tube or newly recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. User shall return the blown-out or unserviceable tire to Carrier.
11. **Damage or Loss to Equipment.** The User shall be responsible for all damages and losses, occurring while its possession, to the Equipment of Carrier. In the event of total loss of Equipment, User shall pay to Carrier the commercial value of the trailer at the time it was interchanged. This includes all tires, brakes, flaps, fenders, etc.
12. **Dispute Resolution.** If any suit shall be brought against either party and a judgment recovered which such party will be compelled to pay and the other party shall, under the provisions of this Agreement, be solely liable therefore, such other party on demand shall promptly repay the party paying the same all money which it (the party paying the same) is required to pay, including damages, costs, fees, or other expenses. Neither party shall be bound by any judgment at law or in equity against the other party unless it has had reasonable notice from such other party requiring it to appear in action or suit and make defense thereto for its own account or jointly with the other party. If such notice shall have been given by either party to the other

party and the party receiving the same shall fail to appear and make defense, thereupon it shall be bound by the judgement or decree in the suit. In the event any charge due hereunder remains unpaid more than sixty (60) days from invoice date and Carrier thereafter refers collection of such charge to an attorney, User agrees to pay, in addition to said charge, an amount equal to 25% of said charge to represent attorneys' fees and collection expenses.

13. **Miscellaneous.** The laws in the State of Texas shall govern this Agreement in all of its aspects, including execution, interpretation, performance and enforcement. This Agreement together with all exhibits shall constitute the entire agreement between the parties, and no oral amendment or modification thereof shall be permitted.

14. **Term and Termination.** This Agreement is in effect from the date shown herein, and shall continue to in effect until terminated by either party giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party. Any Equipment in possession of the User on the date of termination must be returned to Carrier within seventy-two (72) hours. If Equipment is not returned, User shall bear all expenses for return or Equipment

ANY TRAILER IN YOUR (USER) POSSESSION IS IN AGREEMENT TO HAVE CONTINUED INSURED COVERAGE, NO MATTER THE REGISTERED OWNER ie: Sandbox, Prop X, Filamar and/or Explore.

IN WITNESS WHEREOF, this trailer Interchange Agreement is executed between the parties as of the _____ day of _____, 20__.

Carrier (AMERIWAY LLC)

User(_____)

By: _____ By: _____

Printed Name: AARON DIAS

Printed Name: _____

Signature

Signature

TEXAS NOTICE OF DRIVER RESPONSIBILITY FOR NEGLIGENCE & DAMAGES

(Independent Contractor – 1099)

This Notice is issued as an addendum to and incorporated into the Independent Contractor Agreement (“Agreement”) and is governed by the laws of the State of Texas.

1. Independent Contractor Status

The driver is an independent contractor (1099) and not an employee. The driver retains control over the manner and means of performing transportation services, subject only to applicable laws, safety regulations, and contractual terms.

2. Responsibility for Negligence

The driver shall be financially responsible for towing, roadside service, recovery, repair, cleanup, and property damage costs when such costs are caused solely by the driver’s negligence, misuse, or improper operation of any semi-truck, tractor, or trailer of any type.

Examples include, but are not limited to: running out of fuel; ignoring warning lights or alarms; improper operation causing mechanical damage (including engine, clutch, drivetrain, overheating, or brakes); accidents where the driver is at fault; and improper parking or positioning resulting in towing or recovery.

3. Exclusions

The driver shall not be responsible for costs resulting from normal wear and tear, mechanical failure not caused by the driver, manufacturer defects, or maintenance issues outside the driver’s control.

4. Determination of Fault

Responsibility applies only when the driver is determined to be solely at fault based on reasonable documentation, including repair invoices, tow reports, electronic logs or vehicle data, incident reports, photographs, or video evidence.

5. Payment of Costs

When the driver is solely at fault, the carrier may recover actual costs incurred by invoicing the driver and/or deducting from contractor settlements as permitted by the Agreement. All charges shall be itemized and documented.

6. No Penalties or Fines

Amounts charged are not penalties or fines, but reimbursement for actual expenses caused by driver negligence.

7. Survival

This Notice survives termination of the Agreement until all obligations are satisfied.

Company Name: _____

Print Name : _____

Signature: _____

Date: _____