Sev7nty Trucking LLC

USDOT# 3737664 | MC# 1321864 | Summerville, S.C. 29486
(917) 593-9591 | info@sev7ntytruckingllc.com

INDEPENDENT CONTRACTOR LEASE AGREEMENT

(Owner Operator Lease-On Agreement)

CARRIER (Motor Carrier / Lessor):

Legal Name	Sev7nty Trucking LLC
USDOT Number	3737664
MC Number	MC-1321864
Authority	Motor Carrier of Property (Except Household Goods)
Address	Summerville, S.C. 29486
Phone	(917) 593-9591
Email	info@sev7ntytruckingllc.com

OWNER OPERATOR (Independent Contractor / Lessee):

Full Legal Name	______________________________
DBA / Business Name	______________________________
Address	______________________________
City / State / ZIP	______________________________
Phone	______________________________
Email	______________________________
CDL Number / State	______________________________
Social Security / EIN	______________________________
Truck Year / Make / Model	______________________________
VIN Number	______________________________
Plate Number / State	______________________________
Trailer (if owned)	______________________________

This Agreement is entered into as of the date signed below (the "Effective Date") between Sev7nty Trucking LLC ("Carrier") and the Owner Operator named above ("Contractor"). Together referred to as the "Parties."

SECTION 1. PURPOSE & SCOPE OF AGREEMENT

1.1. Purpose

This Independent Contractor Lease Agreement governs the lease of the Contractor's commercial motor vehicle(s) and the provision of transportation services to the Carrier, operating under Carrier's DOT authority (USDOT# 3737664, MC# 1321864), in compliance with all applicable Federal Motor Carrier Safety Administration (FMCSA) regulations, including 49 CFR Part 376.

1.2. Independent Contractor Status

The Contractor is an independent contractor and not an employee, agent, or partner of the Carrier. The Contractor retains the right to work for other motor carriers when not dispatched by the Carrier, provided no conflict of interest exists and all obligations under this Agreement are met. The Carrier shall not control the manner or method by which the Contractor performs transportation services.

1.3. Exclusive Dispatch

During all periods in which the Contractor's equipment is operating under the Carrier's authority, all loads and dispatches shall be arranged exclusively through Sev7nty Trucking LLC. The Contractor shall not solicit, accept, or haul any freight under the Carrier's authority without prior dispatch authorization from the Carrier. The Carrier dispatches all trucks operating under its authority.

SECTION 2. TERM OF AGREEMENT

2.1. Initial Term

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis unless terminated in accordance with Section 10 of this Agreement.

2.2. Renewal

This Agreement shall automatically renew on a monthly basis unless either Party provides written notice of termination at least fifteen (15) days prior to the end of the then-current term.

SECTION 3. DISPATCH SERVICES

3.1. Carrier Dispatch Responsibilities

The Carrier agrees to provide the following dispatch services to the Contractor:

- Source, negotiate, and book freight loads on the Contractor's behalf
- Communicate load details including pickup location, delivery location, rate, and any special instructions
- Handle broker and shipper communications for all dispatched loads
- Provide rate confirmations and load documents prior to departure
- Assist with after-hours support for dispatched loads when reasonably available
- Track and monitor loads for on-time performance

3.2. Contractor Dispatch Obligations

The Contractor agrees to:

- Maintain regular contact with the Carrier's dispatch team while on duty
- Accept or decline loads in a timely manner as required by Carrier's operations
- Notify the Carrier immediately of any delays, breakdowns, accidents, or incidents

- Complete all assigned loads per the agreed schedule and delivery instructions
- Not accept loads from outside sources while under Carrier's authority without written consent

SECTION 4. COMPENSATION & SETTLEMENT

4.1. Contractor Compensation Rate

The Contractor shall receive compensation equal to seventy-seven percent (77%) to eighty percent (80%) of the gross revenue earned on each load hauled under this Agreement, as negotiated and agreed upon between the Parties at the time of lease execution. The exact rate shall be documented in the Rate Addendum attached hereto as Exhibit A.

4.2. Carrier Fee

The Carrier shall retain twenty percent (20%) to twenty-three percent (23%) of the gross revenue per load as its carrier/dispatch fee, covering operating authority, dispatch services, administrative processing, compliance oversight, and load management.

Example: On a $2,000.00 gross load:

Contractor Share (80%)	$1,600.00
Carrier Fee (20%)	$400.00
Gross Load Revenue	$2,000.00

4.3. Settlement Schedule

The Carrier shall issue payment settlements to the Contractor within seven (7) to fourteen (14) business days of receiving payment from the broker or shipper, or as otherwise agreed in writing. Settlement statements shall itemize all loads, gross revenue, deductions, and net pay.

4.4. Deductions from Settlement

The Carrier is authorized to deduct from the Contractor's settlement the following items, which must be itemized on every settlement statement:

- Insurance premium deductions (see Section 5)
- Fuel advances or cash advances provided by Carrier
- Cargo claim deductions attributable to Contractor negligence
- Escrow fund contributions, if applicable (see Section 6)
- Any other mutually agreed-upon deductions documented in writing

SECTION 5. INSURANCE

5.1. Carrier-Provided Insurance

The Carrier shall maintain the following insurance coverage as required by FMCSA regulations and shall provide the Contractor with certificates of insurance upon request:

- Primary Auto Liability: Minimum $750,000 (as required for property carriers under 49 CFR 387)
- Cargo Insurance: As required per lane and commodity type
- Occupational Accident Insurance: Optional — subject to Contractor election

5.2. Insurance Cost Recovery — First Four (4) Loads

To cover the cost of adding the Contractor's equipment to the Carrier's insurance policy, the Carrier shall deduct the insurance onboarding fee from the Contractor's settlement on the first four (4) completed loads under this Agreement. The exact deduction amount shall be disclosed in writing to the Contractor prior to the Effective Date of this Agreement and acknowledged in the Insurance Deduction Acknowledgment (Exhibit B). After the fourth load, insurance costs shall be handled as outlined in Section 5.3.

5.3. Ongoing Insurance Deductions

Following the initial four-load deduction period, any ongoing insurance cost contributions (if applicable) shall be deducted per the agreed schedule disclosed in Exhibit B and itemized on each settlement statement.

5.4. Contractor's Own Insurance

The Contractor is solely responsible for maintaining bobtail/non-trucking liability insurance and physical damage insurance on the leased equipment at the Contractor's own expense, unless otherwise agreed in writing. Proof of such coverage must be provided to the Carrier prior to the Effective Date.

5.5. Workers' Compensation

As an independent contractor, the Contractor is not covered under the Carrier's workers' compensation policy. The Contractor is solely responsible for any occupational accident or health insurance coverage for themselves.

SECTION 6. ESCROW FUND (IF APPLICABLE)

6.1. Escrow

The Carrier may, at its discretion, establish an escrow fund not to exceed $1,500.00, deducted in equal installments from the Contractor's settlements. The Carrier shall provide a written explanation of the escrow amount, the purpose, and the conditions under which it will be returned, as required by 49 CFR 376.12(k). Any escrow funds shall be returned to the Contractor within 45 days of termination, less any documented and legitimate offsets.

SECTION 7. EQUIPMENT & COMPLIANCE

7.1. Equipment Standards

The Contractor shall ensure that all equipment operated under this Agreement:

- Is in safe and roadworthy condition at all times
- Passes all required DOT inspections and pre-trip inspections
- Displays Carrier's USDOT number and MC number as required by FMCSA
- Is registered, plated, and titled as required by applicable state law
- Has current Annual Inspection documentation (90-day BIT where required)

7.2. Regulatory Compliance

The Contractor shall comply with all applicable federal, state, and local laws and regulations including but not limited to: Hours of Service (49 CFR 395), Drug & Alcohol Testing (49 CFR 382), Electronic Logging Device (ELD) requirements, and all FMCSA safety regulations.

7.3. Drug & Alcohol Program

The Contractor must be enrolled in a DOT-compliant drug and alcohol testing consortium prior to operating under this Agreement. The Contractor shall submit to pre-employment, random, post-accident, and reasonable suspicion testing as required. A positive test result shall result in immediate suspension and may result in termination of this Agreement.

7.4. MVR & Background Check

The Contractor authorizes the Carrier to obtain a Motor Vehicle Report (MVR) and background check as a condition of entering into this Agreement. The Carrier reserves the right to decline or terminate this Agreement based on the results.

SECTION 8. CARGO & LIABILITY

8.1. Cargo Claims

The Contractor shall exercise reasonable care to prevent loss of or damage to all freight transported under this Agreement. In the event of a cargo claim caused by the Contractor's negligence, the Contractor may be held responsible for the deductible or the full claim amount, as determined by the Carrier's investigation. All cargo claims must be reported to the Carrier within twenty-four (24) hours of discovery.

8.2. Accidents & Incidents

The Contractor shall immediately notify the Carrier of any accident, incident, citation, or inspection occurring while operating under this Agreement. The Contractor shall cooperate fully with all accident investigations and provide all requested documentation within 24 hours.

SECTION 9. FUEL, EXPENSES & PERMITS

9.1. Contractor Expenses

Unless otherwise agreed in writing, the Contractor is solely responsible for:

- All fuel costs
- Tolls and scale fees
- Truck maintenance and repairs
- Base plates, registration, and state apportioned fees
- IFTA fuel tax reporting and payment
- All personal expenses while on the road

9.2. Fuel Advances

The Carrier may, at its sole discretion, issue fuel advances via Comcheck, EFS, or other approved methods. Any fuel advances shall be deducted from the Contractor's settlement on the next available settlement, as itemized on the settlement statement.

SECTION 10. TERMINATION

10.1. Termination by Either Party

Either Party may terminate this Agreement at any time with fifteen (15) days written notice delivered via email, certified mail, or hand delivery to the other Party's last known contact information.

10.2. Immediate Termination by Carrier

The Carrier reserves the right to terminate this Agreement immediately and without prior notice for any of the following:

- Positive drug or alcohol test result
- Abandonment of a load or trailer
- Violation of FMCSA safety regulations resulting in an out-of-service order
- Fraud, theft, or criminal conduct
- Conduct detrimental to Carrier's business, reputation, or operating authority
- Failure to maintain required insurance or equipment compliance

10.3. Return of Property & Settlement on Termination

Upon termination, the Contractor shall immediately return all Carrier property including qualcomm devices, fuel cards, and any load documents. Final settlement shall be issued within forty-five (45) days of termination. Any escrow funds shall be returned in accordance with Section 6 of this Agreement.

SECTION 11. GOVERNING LAW & DISPUTE RESOLUTION

11.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of law principles, and all applicable federal law including 49 CFR Part 376.

11.2. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good-faith negotiation. If the dispute cannot be resolved within thirty (30) days, the Parties may pursue mediation or binding arbitration in 523 Magwood Rd. Summerville SC 29486, before pursuing any legal action.

SECTION 12. ENTIRE AGREEMENT & AMENDMENTS

12.1. Entire Agreement

This Agreement, along with any attached Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, negotiations, and representations. No modification of this Agreement shall be binding unless made in writing and signed by both Parties.

12.2. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.3. Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce that provision in the future.

ACKNOWLEDGMENT & SIGNATURES

By signing below, both Parties acknowledge that they have read, understood, and agreed to all terms and conditions of this Independent Contractor Lease Agreement, including all attached Exhibits. The Contractor acknowledges receipt of a copy of this Agreement as required by 49 CFR 376.12.

CARRIER — Sev7nty Trucking LLC

Authorized Signature ______________________	Date: ______________________
Printed Name & Title ______________________	Date: ______________________
Date ______________________	Date: ______________________

OWNER OPERATOR / INDEPENDENT CONTRACTOR

Contractor Signature ______________________	Date: ______________________
Printed Name ______________________	Date: ______________________
Date ______________________	Date: ______________________

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EXHIBIT A — RATE ADDENDUM

Sev7nty Trucking LLC — Owner Operator Compensation Rate

This Exhibit A is incorporated by reference into the Independent Contractor Lease Agreement between Sev7nty Trucking LLC and the Contractor named below, and sets forth the agreed compensation rate.

Contractor Name	____
Effective Date	____
Agreed Rate	_______ % of gross load revenue to Contractor
Carrier Fee	_______ % of gross load revenue to Carrier
Settlement Frequency	Weekly / Bi-Weekly (circle one)
Settlement Method	Direct Deposit / Check / Comcheck (circle one)

Note: The combined total of Contractor rate and Carrier fee must equal 100% of gross load revenue. Permissible range per this Agreement: Contractor 77%–80% / Carrier 20%–23%.

Carrier Authorized Signature ____________________ Date: ____________________

Contractor Signature ____________________ Date: ____________________

Date ____________________ Date: ____________________

EXHIBIT B — INSURANCE DEDUCTION ACKNOWLEDGMENT

Sev7nty Trucking LLC — Insurance Cost Recovery Disclosure

As required by 49 CFR 376.12(h), the Carrier must clearly specify in writing all items that will be charged back to the Contractor. This Exhibit B discloses the insurance deduction terms agreed upon by both Parties.

Contractor Name	____
Insurance Onboarding Fee	$____
Deduction Method	Deducted equally over the first four (4) completed loads
Deduction Per Load	$______________ per load (Fee ÷ 4 loads)
Coverage Type	Primary Auto Liability / Cargo / Other: ___________
Insurance Carrier	____
Policy Effective Date	____

After the initial four-load deduction period, ongoing insurance cost contributions (if any) will be:

Ongoing Deduction Amount	$______________ per settlement period
Deduction Frequency	Per Load / Weekly / Monthly (circle one)
Coverage Included	____

By signing below, the Contractor acknowledges receipt and understanding of this insurance deduction disclosure and authorizes the Carrier to make the deductions described herein from their settlement statements.

Carrier Authorized Signature ____________________ Date: ____________________

Contractor Signature ____________________ Date: ____________________

Date ____________________ Date: ____________________