



Agreement for Carriers and Owner Operators.

This agreement, entered this ___ day of __ 2025 between Reliance Mover , 20207 Bristol Bluff Lane Richmond, Texas 77407, United States And,

(Hereinafter designated as "Carrier"), and

(Hereinafter designated as "Owner Operator"),

WITNESSETH:

WHEREAS, Owner Operator is engaged in the transportation of general freights of all kinds (FAK) by a motor vehicle as a contract carrier and desires to transport goods for the carrier; and WHEREAS, to facilitate such transportation and for the convenience in handling such transaction, the parties have agreed to the terms and conditions under which transportation shall be made, as hereinafter set forth. NOW THEREFORE, in consideration of the premises and the mutual promises and conditions herein contained, it is hereby agreed as follows:

(1)GENERAL PROVISIONS:

(a) Owner Operator, in its operations hereunder, shall secure all permits, licenses, and approvals necessary for the accomplishment of the work to be done hereunder and shall comply fully with all applicable laws, rules, orders, and regulations of all governments and agencies thereof, whether federal, state or local, and shall furnish Carrier with satisfactory evidence thereof whenever requested to do so. Owner Operator shall provide to Federal Motor Carrier Safety Administration certificate showing Owner Operator holds contract authority from such commission covering the commodities and transportation routes to which this agreement relates, and Owner Operator shall give immediate notice to the Carrier of any cancellation or modification of such authority. When transporting hazardous wastes, substances or materials under this agreement, Owner Operator shall comply with all applicable federal, state, and local hazardous wastes, substances, or materials laws and regulations and shall furnish Carrier with satisfactory evidence thereof whenever requested to do so.

(b) The Owner-Operator agrees to pay Reliance Mover. 5% of the load or as per the agreed quotes and terms. The Owner-Operator further agrees, subject to availability and loading tendered for transportation by Carrier. Reliance Mover. will provide a statement/invoice as per the terms of the agreement via email.

(c) All such cargo shall be transported under this agreement and the provisions of the Carrier's tariffs or service contracts applicable to such cargo. Cargo shall include any containers in which goods are packed when received by the Owner Operator hereunder.

(d) This agreement shall not be modified or altered unless in writing, signed by both parties to this agreement.

(e) This contract shall terminate all previous contracts between the parties hereto relating to the transportation freight of all kinds (FAK) and shall remain in full force and effect for the term of this agreement.

(f) It is to be clearly understood, and it is the intention of the parties hereto that Owner Operator shall employ all persons operating trucks hereunder, that such persons shall be and remain the employees of the Owner Operator, that the Owner-Operator shall be an independent contractor of the Carrier and that nothing herein contained shall be construed to be inconsistent with that relation or status.

(g) It is further to be clearly understood that where the Owner Operator engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the Owner-Operator to the Carrier as an independent contractor and shall not establish any relationship or obligation between Carrier and any subcontractor. Owner Operator will continue to be solely responsible for compliance with or performance for any subcontractors actually doing such work and will otherwise defend, indemnify and save harmless the Carrier, its agents, and servants from any such claims, liabilities, penalties, and fines (whether criminal or civil), judgments outlays and expenses (including attorney's fees). (h) Owner Operator shall defend, indemnify and save harmless the Carrier, its agents, and servants from any and all liabilities, penalties, and fines (whether criminal or civil), judgments, outlays, and expenses (including attorney's fees) resulting from Owner Operator's failure or the failure of Owner Operator's agents, employees, subcontractors or representatives to comply with any applicable laws and regulations, whether federal, state or local, or property arising out of the performance of this agreement caused by the acts, failure to act or negligence of Owner Operator, subcontractors, its agent, employees, or representatives.

(i) Owner Operator will assume all liability for and will otherwise defend, indemnify and save harmless the Carrier, its agents or servants from any and all liabilities, penalties and fines (whether criminal or civil). Judgments, outlays and expenses (including attorney's fees) resulting from any release or discharge of hazardous wastes, substances or materials that occurs during transportation and Owner Operator will assume all responsibility and liability for cleanup of any release or discharge of hazardous wastes, substances or materials that occurs during transportation and will otherwise defend indemnify and save harmless the Shipper, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil), judgments, outlays and expenses (including attorney fees) resulting from the cleanup of any such release or discharge.

(j) Owner Operator will defend, indemnify and save harmless the Carrier, its agents, and servants from any and all liabilities, penalties, and fines (whether criminal or civil in nature), judgments, outlays, and expenses (including attorney's fees) resulting from the Owner Operator's failure or the failure of Carrier's agents, employees, subcontractors or representatives to perform any of the terms, conditions, promises or covenants contained in this contract.

(k) Carrier shall have full responsibility for all payments, benefits, and rights of whatsoever nature to or on behalf of its employees and to ensure that its subcontractor shall have the same responsibility

. (l) It is further agreed by the parties hereto that the Owner Operator is not to display the name of the Carrier upon or about any of the Owner Operator's vehicles, without the carrier's written consent.

(m) Any limitation on or exemption from liability in any tariff, receipt, bill of lading, or other document issued by or on behalf of the Owner-Operator shall have no legal effect and shall not otherwise apply with respect to shipments tendered by or on behalf of Carrier unless specifically agreed in writing by the Owner Operator. Any limitations on or exemptions from liability contained in an Owner Operator's tariff, receipt, bill of lading, or other document issued in conjunction with a specific shipment moving under this Contract shall have no legal effect and shall not otherwise be applicable to such shipments.

2.RECEIPTS OF GOODS:

(a) Owner Operator agrees, upon receipt from Carrier of such quantities of Carrier's goods as tendered from time to time under this agreement by Carrier or by a third party on behalf of Carrier to give Carrier a written receipt thereof, which shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted upon the face of such receipt; and, in the case of transportation of hazardous wastes, substances or materials such written receipt shall be prima facie evidence of receipt of such wastes, substances or materials in a condition and manner which complies with all applicable laws and regulations, whether federal, state or local. In the event that the Owner-Operator elects to use a tariff, bill of lading, manifest, or another form of freight receipt or contract, any terms, conditions, and provisions of such bill of lading, manifest or another form shall be subject and subordinate to the terms, conditions, and provisions of this Agreement, and in the event of a conflict between the terms, conditions, and provisions of such tariff, bill of lading, manifest or other form and this Agreement, the terms, conditions, and provisions of this Agreement shall govern.

(b) Owner Operator agrees to take signed receipts upon forms satisfactory to Carrier from all persons to whom deliveries shall be made, which receipts shall be kept by Owner Operator for at least two (2) years and shall be available for inspection and use of Shipper.

3.CARE AND CUSTODY OF MERCHANDISE:

(a) Owner Operator hereby assume the liability of an insurer of the prompt and safe transportation of all goods entrusted to its care, and shall be responsible to Carrier for all loss or damage of whatever kind and nature and howsoever, caused to any and all goods entrusted to Owner Operator hereunder occurring, while same remains in the care, custody or control of Owner Operator or to any other persons to whom the Owner Operator may have entrusted said goods and before said goods are delivered as herein provided or returned to Carrier.

(b) On occasion, the Owner Operator will be requested to transport reefer cargo refrigerated containers. On all occasions, refrigerated containers must be transported with an attached generator set (nose mounted or under-slung) unless specifically advised by Carrier in writing that a generator set is not required. It is the Carrier's responsibility to ensure a generator set is attached and running properly at the assigned temperature at the time of interchange.

4.INSURANCE:

(a) Owner Operator agrees to be a motor carrier member in good standing in the Uniform Intermodal Interchange Agreement (UIIA). Owner Operator further agrees to comply with the insurance requirements of the Federal Motor Carrier Safety Administration and the states through which the Owner-Operator operates. Owner Operator's insurance coverage shall, at a minimum, comply with the minimum requirements as stated in the UIIA.

(b) The Owner Operator agrees to carry cargo, personal injury, death, equipment, and general insurance and will promptly reimburse Carrier for the value of any goods (including containers) lost or destroyed during the period of the Owner Operator's responsibility under clause (3)

(a). All such insurance shall be as additional insured.

(c) The Owner Operator agrees to provide the UIIA with appropriate certification and a copy of each policy of insurance and renewals thereof or other satisfactory evidence that the Owner Operator has obtained insurance in compliance with the requirements and terms of this agreement.

(d) The Owner Operator will arrange with its broker and/or insurance Carrier(s) that notice of coverage and limits will be sent directly to the UIIA, as well as cancellation notices and amendments to coverage(s).

5.ASSIGNMENTS:

This contract cannot be assigned by the Owner Operator without the written consent of the carrier.

6. LOADING PROCEDURES:

Commercial vehicles must be loaded in such a manner as to prevent their cargo from leaking, spilling, blowing, or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, tonnage or tonnage bags, shoring bars, tied owns or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for a specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or over 4 feet beyond the rear must have the extremities marked with a red or orange fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

In no event will Reliance Mover. be liable for any incidental, consequential, or indirect damages for losing profits, or business interruption arising out of the use of the service

7. RESPONSIBILITIES FOR PROPER LOADING

A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also reexamine the cargo and its securing devices when he makes a change of his duty status after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles, whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the carrier may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the carrier. In determining if the

defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the.

The driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor carrier cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

8.COMPENSATION, COMMODITIES, TERRITORY:

(a) Acceptable rates and charges, rules and regulations, the commodities to be transported, and the points from and to which they shall be transported, are to be furnished to the Carrier, the Federal Motor Carrier Safety Administration, and other regulatory bodies as required, as set forth in the rate schedule attached hereto and made a part. Carrier agrees to pay Owner Operator as full compensation for services to be performed by the carrier under said rules and regulations, the rates and charges set forth in the rate schedule, within sixty (60) days of the invoice date.

(b) This agreement is to become effective upon signature by the carrier and Owner Operator.

9.CONFIDENTIALITY:

Owner Operator shall treat as confidential, and not disclose to third parties the terms of this agreement or any information concerning the Carrier's business, including information regarding suppliers, products, and customers without in each instance getting the carrier's written consent in advance.

10.NOTICES: All notices given under this agreement shall be given in writing by certified or registered mail, return receipt requested, and addressed as directed by the parties from time to time.

Carrier/Owner Operator: Name: _____

11.APPLICABLE LAW: To the extent state law applies, this agreement shall be governed by and interpreted under the laws of the state of Texas.

SIGNATURES

Owner Operator _____

(Dispatch Company Name) _____ Reliance Mover

(Signature of Representative)

(Kevin Smith - Ops Manager)

(R.M. Representative)

(Signature of Owner Operator's)

Carrier: