



## NEW HIRE CHECKLIST

## File Information

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

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

- |   |    |
|---|----|
| <input type="radio"/> Application filled out  | DQ |
| <input type="radio"/> Previous Employment Requests mailed and or Faxed                | DQ |
| <input type="radio"/> Drug & Alcohol Policy   | DQ |
| <input type="radio"/> Safety & Accident Policy  | DQ |
| <input type="radio"/> Copy of Driver's License  | DQ |
| <input type="radio"/> Hours of Service Record Completed and Signed                    | DQ |
| <input type="radio"/> Driver's Certification of Violations filled out and Signed      | DQ |
| <input type="radio"/> Driver Safety Performance History Inquiry filled out and signed | DQ |
| <input type="radio"/> Copy of M.V.R   | DQ |
| <input type="radio"/> Fair Credit Reporting Act Signed                                | DQ |
| <input type="radio"/> Notification of Due Process Rights                              | DQ |
| <input type="radio"/> Workman's Comp Waiver   | P  |
| <input type="radio"/> Copy of Social Security Card                                    | P  |
| <input type="radio"/> Noncompete form signed  | P  |
| <input type="radio"/> Independent Contractor Agreement Signed                         | P  |
| <input type="radio"/> W-9 filled out and signed                                       | P  |
| <input type="radio"/> I-9 filled out and signed                                       | P  |
| <input type="radio"/> Emergency Contact Information                                   | P  |
| <input type="radio"/> Copy of Physical  | DA |
| <input type="radio"/> Copy of Drug Screen   | DA |
| <input type="radio"/> Copy of Vehicle Inspection                                      | V  |
| <input type="radio"/> Vehicle dimensions form filled out                              | V  |
| <input type="radio"/> Copy of Current Registration                                    | V  |
| <input type="radio"/> Copy of Insurance   | V  |
| <input type="radio"/> Direct Deposit  |    |
| <input type="radio"/> EQS Procedures  |    |



My signature above attests that the information supplied is true and accurate



31000 Industrial Rd, Livonia, MI 48150 | P: 734-466-9720

**RECORD OF EMPLOYMENT** (*Attach sheet if more space is needed*)

DOT requires that employment for the previous 10 years be documented

**CURRENT/LAST EMPLOYER** Dates of Employment \_\_\_\_\_

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Salary \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Was this position subject to the Federal Motor Carrier Safety Regulations (FMCSR)? Yes \_\_\_\_\_ No \_\_\_\_\_

Was this position subject to the alcohol/controlled substances testing requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

**PREVIOUS EMPLOYER**

Dates of Employment \_\_\_\_\_

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Salary \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Was this position subject to the Federal Motor Carrier Safety Regulations (FMCSR)? Yes \_\_\_\_\_ No \_\_\_\_\_

Was this position subject to the alcohol/controlled substances testing requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

**PREVIOUS EMPLOYER**

Dates of Employment \_\_\_\_\_

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Salary \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Was this position subject to the Federal Motor Carrier Safety Regulations (FMCSR)? Yes \_\_\_\_\_ No \_\_\_\_\_

Was this position subject to the alcohol/controlled substances testing requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

**PREVIOUS EMPLOYER**

Dates of Employment \_\_\_\_\_

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Salary \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Was this position subject to the Federal Motor Carrier Safety Regulations (FMCSR)? Yes \_\_\_\_\_ No \_\_\_\_\_

Was this position subject to the alcohol/controlled substances testing requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

**TO BE READ AND SIGNED BY APPLICANT**

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge. I understand that the information in this application will be used and that prior employers will be contacted for purposes of investigation as required by 391.23 of the Federal Motor Carrier Safety Regulations.

X \_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE



I, \_\_\_\_\_, have read and accept EQS Brokerage & Logistics, LLC Drug and Alcohol Policy. By signing this form I give consent to the company for pre-employment screening as well as random testing in accordance to DOT regulations.

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Signed by Driver

Date

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Signed by Company

Date





**SAFETY AND ACCIDENT POLICY SIGNATURE PAGE**

I, \_\_\_\_\_, have read and accept EQS Brokerage & Logistics, LLC's Safety and Accident Prevention Manual. By signing this form, I agree to all policies and procedures which have been presented to me. I further understand that any deviation of said policies and procedures may result in immediate termination of contract.

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Driver's Signature)

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Company Signature)



## HOURS-OF-SERVICE RECORD FOR FIRST TIME OR INTERMITTENT DRIVER

**INSTRUCTIONS:** When using a driver for the first time or intermittently, a signed statement must be obtained, giving the total time on duty (driving and on duty) during the immediate preceding seven days and the time at which the driver was last relieved from duty prior to beginning work.

Name (Print) \_\_\_\_\_

First

Middle

Last

DAY

TOTAL TIME ON DUTY

1

\_\_\_\_\_

2

\_\_\_\_\_

3

\_\_\_\_\_

4

\_\_\_\_\_

5

\_\_\_\_\_

6

\_\_\_\_\_

7

\_\_\_\_\_

TOTAL \_\_\_\_\_

I hereby certify that the information contained herein is true to the best of my knowledge and belief, and that my last period of release from duty was from

\_\_\_\_\_  
(Hour/Date)

to

\_\_\_\_\_  
(Hour/Date)

Signature \_\_\_\_\_ Date \_\_\_\_\_



31000 Industrial Rd, Livonia MI 48150

**ANNUAL MOTOR VEHICLE  
DRIVER'S CERTIFICATION  
OF VIOLATIONS**

I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past 12 months.

Date	Offense	Location	Type of Vehicle
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

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(DATE OF CERTIFICATION)

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(DRIVER'S SIGNATURE)

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(REVIEWED BY: SIGNATURE)

---

(TITLE)



Phone: 734-466-9720 | Fax: 734-466-9720  
31000 Industrial Rd. Livonia, MI 48150

## Driver Safety Performance History Inquiry

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

To: \_\_\_\_\_  
\_\_\_\_\_

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

Dear Sir/Madam:

The following driver has applied for contractual work with our company. Please complete this Inquiry and return by fax/mail to the above address. The release of this information is required according to Federal Motor Carrier Safety Regulations, 49 CFR Parts 40 and 391 pursuant to the applicant's written authorization (below). Your prompt response will be greatly appreciated.

Driver: \_\_\_\_\_ SSN: \_\_\_\_\_

Driver's Authorization for Release of Safety Performance History Information	
I, _____ (Applicant's name)	hereby authorize _____ (Previous Employer)
To release the following safety performance history information to EQS Brokerage & Logistics, LLC. In accordance with 49 CFR Parts 40.25 and 391.23.	
Applicant's Signature: _____	Date: _____

Dates of Employment: Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_  
(Month/Year) (Month/Year)

Type of Equipment: (Check all that apply)

Vehicle	Equipment	Cargo
<input type="checkbox"/> Motorcoach/School Bus	<input type="checkbox"/> Cargo	<input type="checkbox"/> General Commodities
<input type="checkbox"/> Straight – Trailer	<input type="checkbox"/> Refrigerated	<input type="checkbox"/> Fresh / Frozen Food
<input type="checkbox"/> Tractor – Trailer	<input type="checkbox"/> Flatbed	<input type="checkbox"/> Livestock
<input type="checkbox"/> Tractor – Double Trailer	<input type="checkbox"/> Dump	<input type="checkbox"/> Bulk Liquids
<input type="checkbox"/> Tractor – Triple Trailer	<input type="checkbox"/> Bulk Tank	<input type="checkbox"/> Hazardous Materials
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____



## Driver Safety Performance History Inquiry (cont.)

### Accidents (if applicable):

Date	Location	Description	Fatalities	Injuries	Hazmat

### Drug and Alcohol History:

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1) Alcohol tests with a result of 0.4 or higher alcohol concentration            | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Verified positive drug tests  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Refusals to be tested (including verified adulterated or substituted results) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Other violations of DOT agency drug and alcohol testing regulations           | <input type="checkbox"/> | <input type="checkbox"/> |

If any responses to 1-4 is "Yes", complete the following:

Substance Abuse Professional (SAP) Referral: Referral Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Completion of return-to-duty and follow-up testing requirements: ☐ ☐  
Subsequent violations of DOT drug and alcohol regulations: ☐ ☐

Eligible for re-hire? Yes \_\_\_\_\_ No \_\_\_\_\_ Upon Review \_\_\_\_\_

### General Comments:

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Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_

(Signature of preparer)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



### **Fair Credit Reporting Act Disclosure**

The Federal Motor Carrier Safety Regulations (FMCSR) require motor carriers to investigate the employment background, drug and alcohol testing history, and motor vehicle driving record of all commercial motor vehicle driver applicants. The purpose of this disclosure, in accordance with Section 604 (b) of the Fair Credit Reporting Act (15 U.S.C. 1681-1681u), is to inform you that consumer reports may be used for contractual procurement purposes to complete these and other background investigations.

I hereby authorize EQS Brokerage & Logistics, LLC to obtain consumer reports for the purpose of conducting background investigations for contractual procurement purposes.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_



## **Notification of Due Process Rights**

**Pursuant** to 49 CFR, Part 391.23 (i) and (j), drivers have the following rights regarding the investigative information obtained from previous employers:

- i. The right to review information provided by previous employers;
- ii. The right to have errors in the information corrected by the previous employer and for that previous employer to resend the corrected information to EQS Brokerage & Logistics, LLC.;
- iii. The right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and the driver cannot agree on the accuracy of the information.

### **Requesting Investigate Information (391.23 (i) (2)):**

Drivers wishing to review previous employer-provided investigative information must submit a written request to EQS Brokerage & Logistics, LLC., which may be done at any time, including when applying, or as late as 30 days after being contracted or being notified of denial for contractual work. EQS Brokerage & Logistics, LLC. Must provide this information to the applicant within five (5) business days of receiving the written request. If EQS Brokerage & Logistics, LLC. has not yet received the requested information from the previous employer(s), then the five-business day's deadline will begin when EQS Brokerage & Logistics, LLC. receives the requested safety performance history information. If the driver has arranged to pick up or receive the requested records within thirty (30) days of EQS Brokerage & Logistics, LLC making them available, EQS Brokerage & Logistics, LLC. may consider the driver to have waived his/her request to review the records.

### **Requesting Corrections/Rebuttals (391.23 (j)):**

- 1) Drivers wishing to request corrections of erroneous information in records received pursuant to paragraph (i) of this section must send the request for the corrections to the previous employer that provided the records to EQS Brokerage & Logistics, LLC. (391.23 (j) (1)).
- 2) The previous employer must either correct and forward the information to EQS Brokerage & Logistics, LLC. or notify the driver within 15 days of receiving a driver's request to correct the data that it does not agree to correct the data. If the previous employer corrects and forwards the data as requested, EQS Brokerage & Logistics, LLC. must also retain the corrected information as part of the driver's safety performance history record and provide it to subsequent prospective employers when requests for this information are received. If the previous employer corrects the data and forwards it to EQS Brokerage & Logistics, LLC., there is no need to notify the driver.
- 3) Drivers wishing to rebut information in records received pursuant to paragraph (i) of this section must send the rebuttal to the previous employer with instructions to include the rebuttal in the driver's safety performance history.
- 4) Within five business days of receiving a rebuttal from a driver, the previous employer must:
  - i. Forward a copy of the rebuttal to EQS Brokerage & Logistics, LLC.;
  - ii. Append the rebuttal to the driver's information in the carrier's appropriate file, to be included as part of the response for any subsequent investigating prospective employers for the duration of the three-year data retention requirement.
- 5) The driver may submit a rebuttal initially without request for corrections, or subsequent to a requested correction.
- 6) The driver may report failures of previous employers to correct information or include the driver's rebuttal as part of the safety performance information, to the FMCSA following procedures specified at §386.12

**I have reviewed and understand the above due process rights.**

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## WORKMEN'S COMPENSATION LIABILITY OF CONTRACTOR

1. **CONTRACTOR** shall save Carrier harmless from any liability arising from the relationship between the Contractor and any of the Contractor's employees, agents and servants, whether under industrial accident laws, workmen's compensation laws, or any other State or Federal laws applicable to employees and employers. Contractor shall maintain Workmen's Compensation coverage for any employee, agent or servant whom Contractor employs in the performance of the Contract. Proof of such coverage shall be submitted by the Contractor to the Carrier.
2. **CONTRACTOR** represents that presently the Contractor is not utilizing any employee, agent or servant in the performance of this contract nor does Contractor contemplate such utilization. In the event that Contractor shall plan to utilize any employee, agent or servant in the performance of this Contract, Contractor shall obtain workmen's compensation coverage for such employee, agent or servant before utilizing the employee, agent or servant in the performance of this Contract. Contractor shall in such event submit proof of this coverage to Carrier from time to time.
3. **IN ORDER** to satisfy Canadian Provincial regulations, Carrier is authorized to deduct from Contractor's settlements from time to time amounts necessary to satisfy governmental industrial commission requirements as reflected on periodic reports submitted to the provinces by Carrier; provided, however that Carrier shall not do so if Contractor has submitted evidence that the Canadian provincial requirements have been met.
4. **CONTRACTOR** recognizes that as an Independent Contractor, Contractor is not covered by any workmen's compensation insurance of the Carrier. Further, Contractor expressly acknowledges that Carrier has no liability under workmen's compensation laws to Contractor or to any employee, agent or servant that Contractor may utilize in the performance of the Contract.

I have read and thoroughly understand paragraphs 1-4 as they relate to Workmen's Compensation insurance coverage or lack of.

By: \_\_\_\_\_  
(CONTRACTOR)

Date: \_\_\_\_\_ Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(EQS BROKERAGE & LOGISTICS, LLC)

Date: \_\_\_\_\_ Witness: \_\_\_\_\_





31000 Industrial Rd  
LIVONIA, MI 48150

## AGREEMENT NOT TO COMPETE

This agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between EQS Brokerage & Logistics, LLC and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Independent Contractor")

WHEREAS, EQS Brokerage & Logistics, LLC is in the transportation business, and, through significant time and expense, has developed a substantial number of valuable customer relationships; and

WHEREAS, Independent Contractor desires to contract with EQS Brokerage & Logistics, LLC to provide transportation services; and

WHEREAS, as a condition to permitting Independent Contractor to provide such transportation service, EQS Brokerage & Logistics, LLC must be assured that the Independent Contractor will not compete with EQS Brokerage & Logistics, LLC

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed by and between the parties hereto as follows:

- 1 The foregoing recitals are hereby incorporated into this agreement and make a part hereof.
- 2 Independent Contractor hereby covenants and agrees that:
  - (a) Neither the Independent Contractor or it's employees, independent contractors, officers, directors, shareholders and/or agents will use, exploit, reveal, divulge or make known to any person, firm or corporation any trade secrets, confidential information, customer lists, customer pricing, vendor lists, product costs, computer access codes, computer software functions, supply sources, contracts or information, operating records, financial cost or sales data, or any other records, lists, documentation or information used or owned by EQS Brokerage & Logistics, LLC in the operation of it's business.
  - (b) For so long as Independent Contractor provides transportation services to EQS Brokerage & Logistics, LLC, and for a period of 36 months (three years) thereafter, Independent Contractor will not, directly or indirectly, for itself, or as an agent or employee of, or on behalf of, or in conjunction with any person, firm or corporation, or as partner of any partnership, or as shareholder, director or officer of any corporation, enter into or engage in competition with EQS Brokerage & Logistics, LLC in the business of providing transportation services of any kind to any past or current customer of EQS Brokerage & Logistics, LLC, including those customers of EQS

- Brokerage & Logistics, LLC for which Independent Contractor has provided transportation services, in the trade area of EQS Brokerage & Logistics, LLC, namely
- (c) within 500 miles from Romulus, MI, including the province of Ontario, Canada; or contact any customer of EQS Brokerage & Logistics, LLC for the purpose of offering, selling or soliciting orders for any of the same products and services offered by EQS Brokerage & Logistics, LLC
  - (d) Upon Independent Contractor's ceasing to provide transportation services to EQS Brokerage & Logistics, LLC for any reason, Independent Contractor shall return all papers, notes, books, lists, records, other documents and computer software, including all copies and reproductions thereof, belonging to EQS Brokerage & Logistics, LLC or relating to its business. All such items are the property of EQS Brokerage & Logistics, LLC and are to remain on the premises of EQS Brokerage & Logistics, LLC at all times unless otherwise agreed.
  - (e) The remedy of monetary damages for any breach or threatened breach of the covenants set forth in this Agreement will be inadequate to remedy fully the breach because any breach or attempted breach by Independent Contractor would cause immediate, substantial and irreparable loss of business and profits to EQS Brokerage & Logistics, LLC in an amount which would be impossible to ascertain. Accordingly, in the event of any breach or threatened breach of any of said covenants by Independent contractor, in addition to any and all other legal and equitable remedies which may be available, including suit for recovery of actual damages, EQS Brokerage & Logistics, LLC, and /or any parent, affiliated or related company, or any successor of EQS Brokerage & Logistics, LLC, shall be entitled to preliminary and permanent injunctive relief without the necessity of proving actual loss of business to EQS Brokerage & Logistics, LLC, by reason of such breach and, to the extent permissible under the applicable law, a temporary restraining order shall be granted immediately on commencement of any such suit by EQS Brokerage & Logistics, LLC, Independent Contractor hereby waives any right to notice of any application by EQS Brokerage & Logistics, LLC for such an order.
  - (f) If any paragraph, sentence, clause or other provision of this Agreement, or the application of such provision, is held invalid or unenforceable by a court of competent and relevant jurisdiction, such provision shall be deemed to be modified in a manner, consistent with the intent of such original provision, so as to make it valid and enforceable, and this Agreement, and the application of such provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected thereby. The following subparagraphs shall govern the application of this Paragraph to the specific situations described therein;
    - (i) If a court of competent and relevant jurisdiction finds a provision in this agreement (or the application thereof) to be invalid or unenforceable within its jurisdiction for the period stated in such provision due to the length of such period, such period shall be modified solely for application within such jurisdiction to the maximum time period such provision would be valid and

enforceable under the laws of such jurisdiction, taking into consideration the provisions of Paragraph 4.

- (ii) If a court of competent and relevant jurisdiction finds a provision of this agreement (or the application thereof) to be invalid or unenforceable within its jurisdiction with respect to certain operations and activities, but otherwise valid and enforceable with respect to all other operations and activities, such provision shall be deemed modified to exclude solely those operations or activities with respect to which such court finds the provision invalid or unenforceable, and the provision shall remain in effect for all other operations and activities within that jurisdiction.
  - (iii) Except with respect to a court sitting in Michigan, in the case of any state or federal court applying the laws of Michigan (Pursuant to the provisions of Paragraph 4) or the laws of a particular state other than Michigan (in contravention of Paragraph 4) to operations or activities in a particular state, any modification of this Agreement pursuant to the provisions of this Paragraph shall apply solely to operations or activities in such state.
- 3 For a two (2) year period commencing with the date Independent Contractor ceases to provide transportation services to EQS Brokerage & Logistics, LLC, Independent Contractor will not, directly or indirectly, personally or as an employee, associate, partner, manager, agent, owner, investor in the capital stock of any corporation or partnership, operator or otherwise, or by means of any corporate or other device, employ nor solicit for employment any current or former employee of EQS Brokerage & Logistics, LLC
- 4 This Agreement is made pursuant to, and shall be governed by, construed under and enforced in accordance with the laws of the State of Michigan, without regard to its conflicts-of-laws provisions. The parties agree that any suit or proceeding in connection herewith may be brought only in the Circuit Court in Wayne County, Michigan or Federal court of the Eastern District of Michigan: each party hereby submits to the jurisdiction of such Courts and agrees to accept service by mail in any such suit or proceeding.
- 5 Independent Contractor acknowledges and agrees that he has weighed all the facts, conditions and circumstances pertaining to this Agreement and that he acknowledges and agrees that all of the provisions of this Agreement are reasonable.
- 6 Independent Contractor agrees not to contest the validity of any provision of this Agreement and waives any and all rights he may have to bring any claim, action or suit or to raise any defense regarding validity and reasonableness of this Agreement or any provision herein.
- 7 This Agreement is the complete agreement between the parties and supersedes all prior negotiations and agreements with respect to the subject matter hereof. There are no representations, warranties, covenants, conditions, term agreements, promises, understandings, commitments or other arrangements made with respect to the subject matter of this Agreement other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.

- 8 This Agreement shall be binding upon, inure to the benefit of and shall be enforceable by the heir, executor, personal representatives, successors and assigns of the parties hereto.
- 9 Either party may, at its option, waive any or all agreements or conditions contained herein, any breach thereof or any of its or their rights hereunder without invalidating this Agreement. Any waiver shall be effective only with respect to the agreements, conditions, breaches or rights specifically referred to therein and shall not operate or be construed as a waiver of any other representation, warranty, covenant, agreement, condition, breach, and right or of any subsequent breach of proof or persuasion implied by virtue of the fact that this Agreement may.
- 10 Independent Contractor shall pay all costs, including reasonable attorneys' fees, incurred in any lawsuit or proceeding brought to enforce any provision of this Agreement.
- 11 Notwithstanding anything herein to the contrary, Independent Contractor acknowledges and agrees that this Agreement does not obligate EQS Brokerage & Logistics, LLC to continue the relationship with Independent contractor and such relationship can be terminated at any time.
- 12 In the event of a dispute hereunder, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any Party hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereof, nor shall any presumption or burden of proof or persuasion be implied by virtue of the fact that this Agreement may have been prepared by or at the request of a particular Party or his or her counsel.

IN WITNESS THEREOF, the parties have signed this agreement on the day and date first above written.

**EQS BROKERAGE & LOGISTICS, LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



31000 Industrial Rd, Livonia, MI 48150

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_ by and between  
Month Year

EQS Brokerage & Logistics, LLC whose business address is 31000 Industrial Rd Livonia, MI 48150 and \_\_\_\_\_ ("Independent Contractor") whose business address is \_\_\_\_\_

### RECITALS

WHEREAS EQS Brokerage & Logistics, LLC is engaged in providing Transportation Services and maintains an office at 27583 Schoolcraft. Livonia, MI 48150

WHEREAS Independent Contractor is in the business of \_\_\_\_\_ and maintains an office at a location other than at EQS Brokerage & Logistics, LLC's place of business; and,

WHEREAS EQS Brokerage & Logistics, LLC requires various commodities delivered to and between various locations on a continuing basis for efficient operation of it's business, and Independent Contractor is willing and able to provide such services on the terms and conditions set forth in this Agreement,

NOW THEREFORE IN CONSIDERATION of the mutual covenants, agreements, representations, and warranties, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. **Recitals.** Recitals are a material part of this Agreement.
2. **Services to Be Provided.** Independent Contractor agrees to perform various transportation services pursuant to the terms and conditions of this Agreement; mainly the timely transportation of various commodities between various points in the Continental United States.
3. **Term of agreement.** The initial term of this Agreement shall begin on the date of this Agreement and shall continue for a period of six (6) months, unless terminated sooner pursuant

to the provisions of this Agreement. Upon expiration of the initial term of this Agreement, the Agreement shall automatically renew on the same terms and conditions for successive six (6) month periods, unless either party notifies the other that the arrangement is not to continue beyond the ensuing six month period.

**4. Declaration of Relationship Between Parties.** The parties to this Agreement intend and agree that Independent Contractor, in providing Transportation Services, shall act as an Independent Contractor and shall have control of his or her work and the manner in which it is performed. Independent Contractor shall adhere to all laws and ethical standards applicable to Transportation providers and shall perform in a manner consistent with generally accepted procedures for his or her profession. Independent Contractor is not to be considered an agent or employee of EQS Brokerage & Logistics, LLC and is not entitled to the benefits provided by EQS Brokerage & Logistics, LLC to any employee or future employee, including, but not limited to, compensation, insurance, unemployment insurance, and pension plans.

**5. Control of Work by Independent Contractor.** Independent Contractor shall have sole control of the manner and means of performing under this Agreement, and he or she shall complete it according to his or her own means and methods of work. Independent Contractor is not required to follow a routine or schedule established by EQS Brokerage & Logistics, LLC. The operation of EQS Brokerage & Logistics, LLC's business does not require Independent Contractor's work to be supervised or controlled in the performance of such service.

**6. Furnishing Supplies and Equipment.** EQS Brokerage & Logistics shall furnish shipper forms to Independent Contractor for record keeping of work performed by the Independent Contractor. Other than the above-mentioned items, Independent Contractor shall furnish his or her own supplies at his or her own expense.

**7. Expenses Incurred by Independent Contractor.** Independent Contractor is solely responsible for expenses incurred by Independent Contractor in the performance of services for EQS Brokerage & Logistics, LLC. EQS Brokerage & Logistics, LLC shall not reimburse Independent Contractor for such expenses.

**8. Right of EQS Brokerage & Logistics, LLC to Supervise and Inspect.** Independent Contractor shall have the authority to control and direct the performance of the work done under this Agreement, however, the work shall be subject to EQS Brokerage & Logistics, LLC's general right of inspection and supervision.

**9. Limitation on Delegation of Personal Services by Independent Contractor.** The work and services provided for herein shall be performed personally by Independent Contractor, and no person other than Independent Contractor shall be engaged in such work or services except on

written approval of EQS Brokerage & Logistics, LLC, provided that this provision shall not apply

to secretarial, clerical, or similar incidental services needed by Independent Contractor to assist in the performance of this Agreement.

**10. Compensation.** As compensation for performance hereunder, EQS Brokerage & Logistics, LLC shall pay Independent Contractor according to the attached agreements.

**11. Liability of Independent Contractor-Negligence.** Independent Contractor shall be responsible for performing the work under this Agreement in a skillful manner and shall be liable for his or her negligence. EQS Brokerage & Logistics, LLC shall have no right of control over the manner in which such work is to be done and shall therefore not be charged with the responsibility of preventing risk to Independent Contractor or third parties. All work shall be done at Independent Contractor's risk.

**12. Indemnification of Company.** Independent Contractor shall indemnify EQS Brokerage & Logistics, LLC against all liability or loss, and against all claims or actions based upon, or arising out of injury to or the death of persons, or damage to, or loss of property caused by acts or negligence of Independent Contractor in connection with the performance of this Agreement.

**13. Termination.** Either party to this agreement has the right to terminate this agreement, with or without cause, with thirty (30) days written notice to the other party.

**14. Additional Documents and Acts.** Each Party agrees to execute, acknowledge, and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement, and the transactions contemplated hereby, and each party agrees to act in good faith and fair dealing in facilitating, maintaining and carrying out the duties and obligations of this Agreement.

**15. Governing Law.** The Parties to this Agreement agree that all questions respecting the negotiation, execution, construction, interpretation, or enforcement of this Agreement, or the rights, obligations and liabilities of the parties hereto, shall be determined in accordance with the applicable provisions of the laws of the State of Michigan.

**16. Construction.** In the event of a dispute hereunder, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any Party hereto on the grounds that such party drafted or caused to be drafted this Agreement or any part hereof, nor shall any presumption or burden of proof or persuasion be implied by virtue of the fact that this Agreement may have been prepared by or at the request of a particular Party or his or her counsel.

17. **Entire Agreement.** This Agreement and any Exhibits attached hereto or mentioned herein reflect the final expression of the Parties' agreement and contain a complete and exclusive statement of the terms of that agreement, which such terms supersede all prior oral and written agreements or statements by and among the Parties. There are no other agreements, representations, or warranties not set forth herein. No representation, statement, condition or warranty not contained in this Agreement, or its attached Exhibits, will be binding on the Parties or have any force or affect whatsoever.

18. **Exhibits.** All exhibits attached hereto or mentioned herein in this Agreement are incorporated by reference for all purposes and shall be treated as if set forth herein.

EQS BROKERAGE & LOGISTICS,  
LLC.

INDEPENDENT CONTRACTOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

UNIT #	YEAR	MAKE	VIN #	STATE/PLATE	HIRE	TERM



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	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											
				-				-			
or											
Employer identification number											
					-						

## Part II Certification

Under penalties of perjury, I certify that:

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

- 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.*



**Employment Eligibility Verification**  
**Department of Homeland Security**  
U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
OMB No. 1615-0047  
Expires 08/31/2019

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>  <i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i>  1. Alien Registration Number/USCIS Number: _____ <b>OR</b> 2. Form I-94 Admission Number: _____ <b>OR</b> 3. Foreign Passport Number: _____ Country of Issuance: _____
QR Code - Section 1 Do Not Write In This Space

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

**Preparer and/or Translator Certification (check one):**

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



*Employer Completes Next Page*





**Employment Eligibility Verification**  
**Department of Homeland Security**  
U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
OMB No. 1615-0047  
Expires 08/31/2019

**Section 2. Employer or Authorized Representative Review and Verification**

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

**Certification:** I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): \_\_\_\_\_ (See instructions for exemptions)

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative		First Name of Employer or Authorized Representative	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** (To be completed and signed by employer or authorized representative.)

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C.** If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	<b>OR</b>	<b>LIST B</b> <b>Documents that Establish Identity</b>	<b>AND</b> <b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>		<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**



## EMERGENCY CONTACT LIST

In case of an emergency I give EQS Brokerage & Logistics, LLC permission to contact one or more of the following contacts.

Name \_\_\_\_\_ Telephone# \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Telephone# \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Telephone# \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Telephone# \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Telephone# \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Telephone# \_\_\_\_\_

Address \_\_\_\_\_

\*I understand that the above people may be contacted in reference to my application/lease application or in the event that I can not be reached for an extended period of time.

\_\_\_\_\_  
Signature of Driver

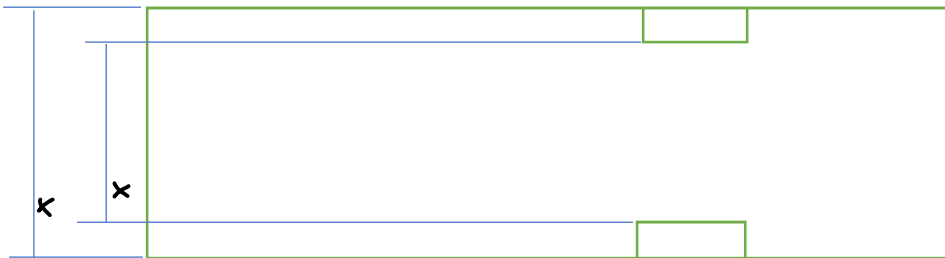
\_\_\_\_\_  
Date



### Vehicle Dimensions

Please ensure all information is accurate, its important in making sure loads fit your vehicle  
(Use Inches X", for all measurements)

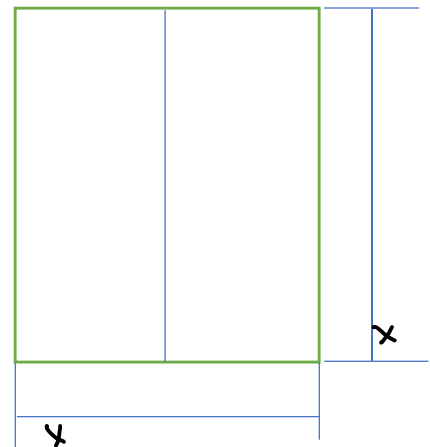
Inside Box, Width between wheel wells & Width btwn walls



Inside Box Height and Length



Box DOOR Height and Width



Max Cargo Weight – Pounds \_\_\_\_\_



## EQS Brokerage & Logistics, LLC

### Direct Deposit Agreement Form

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#### Authorization Agreement

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I hereby authorize EQS Brokerage & Logistics, LLC to initiate automatic deposits to my account at the financial institution named below. I also authorize EQS Brokerage & Logistics, LLC.

Further, I agree not to hold EQS Brokerage & Logistics, LLC responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until EQS Brokerage & Logistics, LLC receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

---

#### Account Information

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Driver/Company Name: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ ☐ Checking | ☐ Savings

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#### Signature

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Authorized Signature (Primary): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Joint): \_\_\_\_\_ Date: \_\_\_\_\_

**Please attach a voided check or deposit slip and return this form to the Billing Department.**



## Owner Operator/Driver Procedure Agreement

### 1. COMMUNICATION

- a. Owner Operator/Driver agrees to have 24-hour communication at all times while dispatched on an EQS shipment(s).

### 2. DRIVER RESPONSIBILITIES

- a. Driver must perform “pre-trip” and “post-trip” inspections.
- b. Trucks over 10,000 GVW must fill out Vehicle Inspection Report and turn it in with their log book sheets
- c. Driver must obey all traffic laws
- d. **NO TEXTING WHILE DRIVING!!!**

### 3. MANDATORY PROCEDURES

- a. Driver must call the Dispatch office @ 734-466-9720 EXT-1 or text @ 734-956-0544 at this shipment intervals:
  - **Upon arrival at the Shipper location.** You will sometimes receive specific instructions from dispatch (i.e. dock/door number, contact name, etc.) This may expedite the loading process.
  - **After loading at the Shipper.** Provide the number of pieces, total weight and bill of lading (BOL) number or shipper number.
    - **Driver must visually verify freight for accurate piece count, weight and other information against the BOL.**
    - **Driver must visually inspect freight for any damage prior to leaving the shipper.**
    - **Call dispatch immediately if there are any discrepancies or freight damage.**
    - **It is the driver’s responsibility to secure the freight with straps and/or load bars prior to leaving the shipper. Failure to do so may result in the driver being liable for any freight damage incurred while in transit.**
  - **Upon arrival at delivery location (Consignee).** You will sometimes receive specific instructions from dispatch (i.e. dock/door number, contract name, etc.) This may expedite the unloading process.



- **After unloading at delivery location.** Driver must provide the dispatch office a proof of delivery (POD) to include printed and signed name of the person receiving the freight, dock/door number.
  - **Write the EQS pro number on the BoL/shipper**
- b. All GM shipments must be sealed. Seals are provided by EQS.
  - The seal number must be written on the BoL/shipper
  - The seal number must also be provided to dispatch prior to leaving the Shipper.
- c. Driver must call the dispatch office if there is any delay at the shipper/consignee past the allotted “free” wait time.
  - Driver must write on the BOL/shipper the “time in” and the “time out”.
  - The person at the Shipper/Consignee must also sign the BOL/shopper prior to leaving the location. **This is required if you want to be paid for any wait time.**
- d. Owner Operator/Driver must report to EQS any problems that may arise during the shipment.
  - Any delays that may cause a failure to meet the assigned protect times (i.e. traffic, weather, shipper, delays, etc).
  - Discrepancies in piece count or weight as it corresponds to the BOL/shipper.

#### 4. PAPERWORK

- a. Paperwork must be submitted to EQS for payment ASAP after the shipment is completed.
  - Provide a copy of the signed or stamped BOL/shipper via email to [billing@eqslogistics.com](mailto:billing@eqslogistics.com).
    - When emailing also cc: [operations@eqslogistics.com](mailto:operations@eqslogistics.com)
  - You can also provide a copy of the signed or stamped BOL/shipper via fax to (734) 946-9729
  - If you cannot use either of the 2 methods above, you can submit the hard copy BOL/Shipper in person at our EQS office or by US Mail or FedEx.
  - Please keep a copy of the BOL/shipper for your records. This will insure that we have a copy if BOL/shipper is lost or misplaced.

Driver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_