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In order to be placed on our Preferred Subcontractors Data base as an Apex Logistics & Transports, LLC. Independent Contractor, you or anyone else working for you must agree to the following:

1. Maintain a valid driver's license, vehicle insurance and escorts certification(s) at all times, if any of these cancel any time, you are required to notify Apex Logistics & Transports, LLC. immediately.
2. Fully read, understand, and abide by the Specialized Carriers and Rigging Association's Pilot Cars and Escorts Best practices Guidelines.
3. Arrive at pick-up point at least 30 minutes prior to stated departure times.
4. Ensure all required equipment (including vehicle, lighting, signs, flags, height poles etc.) in clean working conditions.
5. Conduct yourself in a professional and courteous manner & protect the business interest of Apex Logistics & Transports, LLC. at all times.
6. Will not consume alcohol or drugs, (including prescription medication) that may impair your ability or judgment in the operation of your vehicle before or during escort.
7. Not have any passengers or pets (unless certified service animals) in vehicle during escort service.
8. Do NOT use mobile devices such as laptop, smart phones, or other similar entertainment devices (unless directly associated to the escort operation).
9. Do NOT discuss pay or job information with other drivers or third parties.
10. Maintain contact with Apex Logistics & Transports, LLC. agent from dispatch to completion and report any accidents, problems, delays or special circumstances while in route. Any additional charges such as but not limited to overnight charges downtime must be pre-approved by Apex Logistics & Transports, LLC.
11. No soliciting of Apex Logistics & Transports, LLC. customers or the drivers & inform Apex Logistics & Transports, LLC. of anyone one who approaches the pilot car by either. The recipient warrants and guarantees that throughout the duration of this agreement and for a period of 3 years following the culmination, completion or termination of this agreement, that s/he shall not directly or indirectly engage in any business with its subsidiaries, and any current or former clients and/or customers. Nor shall the Recipient solicit any client, customer, officer, staff or employee for the benefit of himself/herself or a third party that is or may be engaged in a similar business.
12. All invoices should be completely filled out, signed and sent in immediately after run or by Midnight Friday for Sites unless working Saturday; then they should be turned in ASAP after work. If not you will not get paid on time.

RETURN OF PROPERTY

At the end of the Contractor's contract or upon termination of contract, whether voluntary or involuntary, said Contractor shall immediately return to Apex Logistics & Transports, LLC. any and all company property including, but not limited to, the following:

- Equipment
- Company Car
- Uniforms / ID's
- Company Credit Cards
- Contract related documents and/or material
- Key or Key Card(s) granting access to the vehicles, building and/or rooms

Apex Logistics & Transports, LLC. reserves the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages to equipment, vehicles and /or property; for any loss and/or damages incurred as a result of Contractor's failure to return company property after termination of contract.



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INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if the Recipient should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Recipient cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, and there are no other assurances or conditions in any other instrument, either oral or written, between the parties hereto. This Agreement may be modified only by a subsequent written agreement signed by both parties.

SEVERABILITY

In the event any term, condition, or provision of this Agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

WAIVER

If you fail to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Hold blameless or harmless & indemnify Apex Logistics & Transports, LLC. or its agents, employees, affiliates, successors against any and all claims, demands, loss, injury damages, actions whatsoever, which may be sustained while performing pilot/escort duties.

I, the undersigned pilot/escort hereby agree and will abide by all terms listed above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative of such party and of such party as of the effective date executed by the signature of both parties.

Apex Logistics & Transports, LLC.

Priscilla Sales - Member

Signature

Signature

Printed name

Company

Date



INDEPENDENT PILOT CAR AGREEMENT

Dear Prospective Carrier:

We will need the following information, BEFORE we can forward any load information. We look forward to working with you and your company and offer our appreciation in advance.

Call insurance company and request that they email Apex Logistics & Transports, LLC. Current certificate: of:

- a. Comprehensive automobile liability insurance
- b. Comprehensive general liability insurance

All of the above must name Apex Logistics & Transports, LLC. as an additional insured and certificate holder. Complete and sign the Carrier agreement.

In order to pay your invoices in a timely manner, carrier must send signed copy of trip sheet along with load / job number, truck number and trailer number.

Please feel free to contact us if you have any questions or concerns.

Sincerely,

Priscilla Soles

Priscilla Soles

C.E.O.



INDEPENDENT CONTRACTOR'S AGREEMENT

BETWEEN:

<u>CONTRACTOR:</u>	<u>AND</u>	<u>PAYER</u>
_____	NAME	<u>Apex Logistics & Transports, LLC.</u>
_____	ADDRESS	<u>3916 Oleander Dr., Suite 4893</u>
_____	CITY/STATE/ZIP	<u>Wilmington, NC 28406</u>
_____	SSN/EIN	<u>85-3415064</u>

I the above contractor understand that I am to be compensated for providing service to the above-mentioned payer. That I am responsible for all payroll and Income taxes on the aforementioned compensation (including) or (not including) worker's compensation premiums.

I further affirm that I (am) or (am not) licensed by the proper local governing authorities to perform such services.

Signature of Contractor

Date



Join Our Team

Date: _____

Fist Name: _____ MI. _____ Last Name: _____

DOB: _____ DL#: _____ Issue State: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Insurance: \$500,000 _____ \$1,000,000 _____ OTHER _____

What Pilot Car Services are you equipped, qualified and experienced to do? (Chase, Lead, High Pole, Route Survey, etc.) _____

Years Escorting _____ # Years Hi Pole _____ # Years Steer _____

Certs: NC ___ WA ___ NY ___ FL ___ KS ___ UT ___

VA ___ GA ___ NV ___ LA ___ OTHER _____

Signature

Printed name

Company



VEHICLE OPERATOR'S CHECKLIST

Escort Driver's Name _____ Insurance Policy # _____
State of License _____ Driver's License # _____
Make/Model of Escort Veh _____ Expiration Date _____
License Plate # _____ Driver's Certification # _____
State of License Plate _____ Date of Expiration _____
Vehicle Color _____

VEHICLE INSPECTION - Complete prior to each day's activity

- ___ Tires (+ spare): Check inflation, tread
___ Check Wheel Lugs
___ Check Hoses, Belts, and Exhaust System
___ Full Gas Tank
___ Jack and Lug Wrench
___ Washer Fluid, Coolant, and Oil Levels
___ Check Suspension
___ Check Horn

EQUIPMENT - REQUIRED

- ___ Vehicle
___ Car or
___ Two-Axle Truck
___ 17,000 Max G.V.W.R.
___ 2,000 lb. Min V.W.
___ Headlights
___ Beam
___ Low Beam
___ Turn Signals, Brake Lights
___ Emergency Flashers
___ Rear View Mirrors
___ Escort Business Identification Sign
___ Certified Escort Vehicle Op. Hand Book
___ Flashing Amber Light
___ "OVERSIZE LOAD" Signs/Banners
___ Good 2 Way Radio
___ (2) 20"x 20" Red/Orange Flags
___ 20" or 24" Stop/Slow Paddle
___ Emergency Reflective Devices
___ 3 Triangles or
___ 6 Fuses or
___ 3 Liquid Flares
___ High Visibility Vest/Jacket (min. class 2)
___ Fire Extinguisher (min 5 lb.; BC or ABC)
___ Non-Conductive Height Pole (if over height)
___ Insurance
___ Roof Oversize Sign (Req. CT)
___ 43" - 52" Amber Light Bar (NYS)
___ (4) Red/Orange Flags for Bumpers
___ 9" min. Length Orange Cone for Flashlight
___ Hand Held Radio
___ (2) 18" x 18" Red/Orange Flags on staffs
___ (1) 18" x 18" Red or Orange Flag on a staff at least 36" long and should be weighted at the bottom w/ 3/16" dowel, rod or some other adequate weight
___ (3) 36" Cones (Req. in FL)
___ NY Decals & Patch (Req. NY)
___ Flashlight w/ min. 1 1/2" lens diam.
___ Orange Hard Hat
___ Marked First Aid Kit

PERSONAL - OPTIONAL

- ___ Extra Clothing and Toiletries for long trips
___ Business License
___ Cash/Credit Card
___ Medications
___ All Items Secured and Stored
___ Blanket
___ Lunch, Drinking Water
___ Local/State Maps
___ Rain Gear
___ Cell Phone

Escort Driver's Signature & Date: _____

By signing this, you are stating that you have met all of the requirements of Apex Logistics & Transports Requirements



Requested info:

- 1) Copy of W-9
- 2) Insurance Commercial Auto & General Liability – Listing Apex Logistics & Transports, LLC. as additional insured
- 3) Company info packet with names, numbers, addresses and emails
- 4) Copy of driver's license, certifications and permits

Please send with a signed copy of contract

Thank you,

Apex Logistics & Transports, LLC.



Dear Potential Pilot Car Provider,

Apex Logistics & Transports, LLC. strives to be the best by only contracting to dedicated pilot cars, certified, insured and professional at all times from start to finish. We are a nationwide service and will provide professionals from coast to coast. We go "above and beyond" to ensure that our customer's freight makes it safely to its destination. We are professionals and act in a professional manner at all times. We are here to help our drivers by alerting the public and keeping them safe.

Please keep us in mind to help you return from your destination by calling in regularly and in advance. I will look for loads for you. We appreciate the opportunity to work with you. Please find a copy of contractor documents for your files and feel free to call me if you have any needs or concerns.

Kind Regards,

Priscilla Soles, C.E.O.



RE: FAST PAY

Payments: Drivers, please, always ask what the terms are, each trucking company is different. We are generally a thirty - thirty three day net company for most settlements. We do pay once we are paid and sometimes sooner, especially the 45-60 term company's. When it is busy and the checks are coming in, (Summertime) they are going out just as fast as they come in on or before the thirty-day mark. We ask for thirty-five days before researching payments so we are not redundantly looking for payments already mailed out.

We also offer factoring when it is busy, the receivables checks are flowing, and we can afford it!

We charge 7.0% plus wiring fees- if any. (Same day or overnight if after 2:00 pm) ACH payments (are three business days) and are free. Therefore-- Unless we wire it, then there is \$30.00 extra "same day" fee incurred on top of the 7.0%. We discourage it, but it is available for urgent payments.

3 business days, \$3 fee, ACH Transfer, 8 PM ET cutoff time; Next business day, \$5 fee, ACH Transfer, 8 PM ET cutoff time; Same business day, \$30 fee, Wire Transfer, 2 PM ET cutoff time.

Print Name: _____

Signature: _____

Date: _____



BORROWED EQUIPMENT CHECKLIST & AGREEMENT – Please initial each item that you are borrowing from Apex Logistics & Transports, LLC.

- _____ Flashing Amber Light
- _____ 43” – 52” Amber Light Bar
- _____ () “OVERSIZE LOAD” Signs/Banners
- _____ 2 Way Radio
- _____ Hand Held Radio
- _____ CB Antenna
- _____ () Red/Orange Flags on dowels
- _____ () Red/Orange Flags on staffs
- _____ () Red/Orange Flags for Bumpers
- _____ Stop/Slow Paddle
- _____ Stop / Slow Paddle Staff
- _____ Emergency Reflective Devices
- _____ () Triangles or
- _____ () Fuses
- _____ () Liquid Flares
- _____ () 36” Cones
- _____ High Visibility Vest/Jacket
- _____ Fire Extinguisher
- _____ Escort Business Identification Sign
- _____ Non-Conductive Height Pole
- _____ High Pole Mount
- _____ Height Measuring Stick
- _____ High Pole Mirror
- _____ Roof Oversize
- _____ NY Decals & Patch
- _____ Flashlight
- _____ Orange Cone for Flashlight
- _____ Orange / Yellow Hard Hat
- _____ Marked First Aid Kit
- _____ _____
- _____ _____
- _____ _____
- _____ _____
- _____ _____
- _____ _____
- _____ _____
- _____ _____
- _____ _____

Signature & Date: _____

By signing this, you are stating that are using the above equipment provided by Apex Logistics & Transports, LLC. At the end of the Contractor's contract or upon termination of contract, whether voluntary or involuntary, said Contractor shall immediately return to Apex Logistics & Transports, LLC. any and all company property including, but not limited to, the items above initialed by me. Apex Logistics & Transports, LLC. reserves the right, and shall be entitled to reimbursement for cost of equipment, pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages to equipment, vehicles and /or property; for any loss and/or damages incurred as a result of Contractor's failure to return company property after termination of contract or for damaged equipment.