

EAZY TRANS, LLC

Sub Haulers & Contractors Checklist

- ☐ Contractor Checklist
- ☐ Non-Circumvent & Non-Disclosure Agreement
- ☐ Renewable Trucking Agreement

- ☐ W9 tax payer request
- ☐ Signed Direct Deposit
- ☐ Copy of CDL(s)
- ☐ Copy off all driver's medical cards
- ☐ Copy of Truck and Trailer inspections
- ☐ Copy of Truck and Trailer Registrations
- ☐ Certificate of liability insurance listing **Eazy Trans, LLC** as additional insured

If you have any questions please call the office at 210-560-7738.

Mail original tickets to the PO box by the end of the work week:

Eazy Trans LLC
PO BOX 27
Somerset, TX 78069

Contractors Extra's Checklist

☐ GPS installed (billed monthly)

☐ Trailer rental (billed monthly)

☐ Fuel card

☐ Contractor

☐ Contractor leaser

Eazy Trans, LLC
16525 Senior Rd.
Von Ormy, TX 78073
210-560-7738

Applicant Information

Date: _____

Full Name: _____
Last First M.I

Address: _____
Street Address

City State ZIP Code

Phone: _____

Email: _____

Eazy Trans, LLC
16525 Senior Rd.
Von Ormy, TX 78073
210-560-7738

As a Subhauler I, _____ and my driver,
_____ will abide by all the policies and regulations that Eazy
Trans, LLC has set forth. My driver and I, are both aware that we are not to be late to any
location. I will take full responsibility for any work that is lost due to my driver missing a load
or any other type of loss that may occur.

X _____
Subhauler Signature

Date: _____

X _____
Eazy Trans, LLC Rep

Date: _____

EAZY TRANS, LLC

NON-CIRCUMVENT and NON-DISCLOSURE AGREEMENT

The signatories of Eazy Trans, LLC. Its affiliates and/or assigns, and _____ its affiliates and/or assigns, hereto agree respectively and guarantee not to circumvent, or attempt to circumvent the other or allow any un-permitted disclosure of any of the information each discloses to the other and to abide by the Non-Circumvention and Non-Disclosure provisions contained in 3 pages herein as follows:

The undersigned parties of both possess certain information as it relates to Logistics, Transportation, cement and flyash Transportation contracts, financing of Business entities, Trusts, Real Estate and other owned assets, properties, funding partners/sources etc. al, and client affiliate relationships which they each consider proprietary; and said parties would like to disclose such information to each other for the purpose of evaluation and analysis in order to determine whether the parties will be able to enter into a business transaction(s) with respect to such information; and

The undersigned parties mutually recognize that, in the process of conducting such business transaction(s), each may learn directly or indirectly from the other and/or their associates the identity, address, telephone/fax numbers, bank account numbers and coordinates, transaction codes, participating banks, trusts, etc. of its clients, sources, financiers, buyers, sellers, mandates, program managers/facilitators and/or other entities which are considered privileged and confidential information.

NOW, WHEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows;

1. Any and all confidential information, including that derived from confidential sources, is acknowledged as valuable and exclusive property of each respective party. Any information supplied by either of the parties hereto, whether in written form or disclosed orally is to be considered proprietary and shall be covered under this Agreement. Other than the contemplated transaction(s), no right or license to use any information disclosed hereunder, either express or implied is granted by either party.
2. Each signatory party below agrees that they are responsible for assuring that its Associates abide by the intent of this Agreement, and that violations or circumventions by either party of its Associates will entitle the violated or circumvented party to monetary damages equal to the maximum amount of commissions that would have been realized from such a transaction had there been no violation or circumvention.
3. Each party agrees that none of their Associates, or assigns thereof, will disclose or cause to be disclosed any confidential information or source of such information. Neither party or their Associates or any assigns thereof will contact the other party's transaction banks or financial institutions regarding any transaction which may be underway except through their mutually agreed-to assigns, and any attempt to do otherwise is a violation of the covenants contained herein, an attempt to circumvent or unilaterally alter commission agreements, and otherwise breach this Agreement, for which the violator shall pay damages equal to the maximum amount of commissions due to the injured party, including reasonable attorney fees, if any, as set by a court having jurisdiction in the state of Texas.
4. None of the parties or their Associates or any assigns thereof, individually or otherwise, will contact, solicit, or accept any business, including referrals, from the sources revealed without the expressed written permission from Pedro Valdivia of Eazy Trans, LLC the go between the aforementioned parties who made the source available.

5. All parties hereto agree that the remedies at law for any breach of this Agreement may be inadequate and, accordingly, in the event of a breach or a threatened breach, then parties shall have (in addition to any and all other legal remedies and damages) the right to seek temporary and/or permanent injunctive relief or its equivalent under law against the other, or any individual or entity or whom has made and unauthorized disclosure or unpermitted contact. All legal and equitable rights, remedies and damages available to the parties hereto shall be considered cumulative and the use of a particular remedy, damage or relief shall not preclude the further exercise of other rights or remedies.
6. This agreement shall in no way be construed by either party in any manner to be an obligation to enter into a subsequent contract or to result in any claim whatsoever by one party against the other for reimbursement of any cost for any effort expended hereunder. This agreement shall in no way be construed by either party in any manner to be an agreement of partnership and no signatory shall, by virtue of this Agreement, have any claim against any separate dealings, ventures, or assets of any other signatory, nor shall any signatory be liable for any other signatory's commitments or liabilities, whether in business or in personal situations.
7. It is mutually and agreed that this Agreement is a reciprocal one between the signatories concerning their privileged information and contacts. Furthermore, the nature of this Agreement is one of mutual trust and confidence and of the reliance on each other to do what is fair and equitable in order to effectuate the successful completion of the proposed transaction(s).
8. **This Agreement including the signatures hereon that are received via facsimile transmission or email shall be deemed to be executed and original in form and are admissible and enforceable pursuant to the terms and conditions contained herein.**
9. Any provision of this agreement prohibited by applicable law or by court decree shall be ineffective to the extent of such prohibition without invalidating or affecting the remaining provisions of this Agreement. In the event of litigation over the enforcement of any provision contained herein, the prevailing party will be entitled to reasonable attorney's fees and costs. The aggrieved party must provide written notice by which the non-aggrieved party may cure any defect.
10. Each signatory below acknowledges that he/she has read this entire Agreement and by his/her own initials and signature hereby unconditionally agree to its terms and conditions commencing on the date written below. Each signatory further warrants that he/she has complete authority to execute this Agreement for him/herself and the party for which he/she has given his/her signature.
11. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations, whether written or oral, with respect to services and products proposed.
12. No change, amendment, abandonment, or waiver of this Agreement or any of the provisions hereof, or any representation, promise or condition relating to this Agreement will be binding unless in writing and signed by the parties hereto.
13. Any notice required to be given under this Agreement shall be deemed sufficient if, in writing, sent by registered or certified mail – return receipt requested, email or to any of the party official legal representative, to current address or to the below stated addresses. Unless otherwise updated in the future.
14. This agreement shall remain effective for a period of THIRTY SIX (36) MONTHS (or as long as the contemplated transaction(s) continues, whichever is the longer time period and binds the parties, their employees, associates, transferees, heirs, assigns, attorneys, representatives, and/or designees.
15. In witness whereof, the parties intended to be legally bound have caused this Agreement to be executed by their duly authorized representatives as of the date last set forth below.

INT _____ INT _____
Eazy Trans

Signature: _____

Full Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Date: _____

Signature: _____

Full Name: _____

Eazy Trans, LLC

16525 Senior Rd.

Von Ormy, TX 787073

210-560-7738

office@eazytrans.net

Date: _____

RENEWABLE TRUCKING AGREEMENT

THIS AGREEMENT made this ____ day of _____, ____ by and between Eazy Trans, LLC (The "Contractor"), and _____, with offices at Eazy Trans LLC _____, (The "Hauler"):

1. Hauler agrees to timely furnish the necessary vehicles, fully maintained and operated, for the performance of all hauling and trucking operations as may be requested from time to time by Contractor during the time of employment. **(Please consider that contractors work load is severely restricted in winter months, due to weather & restrictions by contract specifications)** in accordance with the provisions of this Agreement and at such locations and for such prices as may be mutually agreed upon by Contractor and Hauler from time to time during such period. Contractor shall have the right to renew this agreement for successive additional one-year periods upon written notice of such renewal to Hauler, and upon receipt by Contractor of such documents from Hauler as may be required by this Agreement, including but not limited to Certificates of Insurance, on or before the conclusion of the period of time described in this paragraph, or any successive one-year renewals, whichever is later. In the event that Hauler does not timely provide such required documents, this Agreement shall terminate in accordance with its terms; notwithstanding this renewal provision, Contractor shall retain and & all termination right contained in this Agreement.
2. Hauler shall provide & maintain worker's compensation insurance for the protection of its officers and employees to fully protect against loss from personal injuries, including death; and shall also provide & maintain general liability, automotive public liability and property damage insurance, written by insurers acceptable to Contractors with minimum limits of \$1,000,000 combined single limit. Hauler specifically obligates itself, to the fullest extent of the law, to indemnify and protect Contractor, its employees', officers, directors, affiliates, agents and insurers and save them harmless from any and all losses, penalties, damages, expenses including but not limited to attorney's fees, claims, suits or liabilities for injuries to property or to persons, including death and from any other claims, suits or liabilities which arise out of or are in any way connected with any act or omission of the Hauler or any of its officers, agents, employees, or subcontractors. The indemnity obligation of the preceding sentence is in addition to, and in no way limited by, Hauler's duty to provide insurance. All the insurance policies to be provided hereunder shall name Contractor as an additional insured, shall assume and provide for Contractor's defense, shall serve to indemnify and protect Contractor and save it harmless, and shall expressly provide that all rights of subrogation against the Contractor and the Hauler are waived. Before starting work, or at any time upon Contractor's request, Hauler shall furnish Contractor with certificates, in a form satisfactory to

Contractor, evidencing the above types of insurance coverage and that such insurance is in full force and effect. All of said certificates shall set forth on the face thereof contractual coverage as required herein and shall state that no amendment or cancellation of any said policies shall be affected until after thirty day's written notice to Contractor. Payment by Contractor either in whole or in part prior to receipt of such Certificates shall not diminish Hauler's duty to maintain the required insurance or to supply such certificates further, Contractor shall not be deemed to have waived any right to indemnity hereunder by allowing Hauler to commence, perform, or complete work without having supplied such certificate.

3. Hauler specifically obligates itself to pay for all materials furnished and work and labor performed under this Agreement, and to indemnify against and hold Contractor harmless from any and all claims, suits, or lien therefor; and to obtain pay for all permits, licenses, and inspections made necessary by its work and to comply with all laws, ordinances and regulations affecting its work. All funds received by Contractor arising out of Hauler's performance, and all funds received by Hauler, shall be held in trust for the payment of labor and materials supplied in the course of Hauler's performance, and such funds shall not become the property of Hauler nor may portion of such funds be used by it for any purpose, until full payment is made for all such labor and materials. Hauler shall be liable to Contractor for the actual loss of or damage to the asphalt, stone, or other products carried or unloaded by Hauler pursuant to this Agreement, unless such loss or damage was caused solely by the negligent act or omission of Contractor, and agrees to reimburse Contractor harmless from any and all loss, damage, cost, expense or attorney's fees suffered or incurred on account of any breach of these obligations and covenants, or of any other provision of this Agreement.
4. Contractor and Hauler agree that Contractor has no right to control the manner in which the Hauler does the work, Hauler specifically agrees further, all so as to fully relieve Contractor from and protect it against any and all responsibility or liability therefor; (i) that is, or prior to the start of work hereunder will become an independent contractor and an employing unit subjects as an employer to all applicable unemployment and workers' compensation statues so as to relieve Contractor of any responsibility or liability for treating its employees as employees of Contractor for the purpose of keeping records, making reports or payment of unemployment and workers' compensation taxes or contributions; (ii) that it will indemnify and hold Contractor harmless for any expense or liability incurred under said statues in connection with Hauler's employees, including a sum equal to benefits paid to those who were its employees, where such benefit payments are charged to Contractor under any merit plan or reserve account under any applicable law; (iii) that if Hauler is a natural person (i.e., not a corporation, partnership, or other legal entity), then Hauler, for their self, their heirs, administrators, personal representatives, and all other persons claiming by or through Hauler, hereby unconditionally waives, releases, and forever relinquishes any and all claims, rights or demands of any nature whatsoever against Contractor arising out of any unemployment,

worker's compensation, or other statute which could in any way arise out of Hauler's performance of any work; (iv) that with regards to: (a) the hiring, tenure or conditions of employment of employees, their hours of work, wage rates, or payment of wages, and (b) record keeping, making of reports, and payment, collection and/or deduction of all applicable taxes and contributions, it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do all things necessary to fully comply with all such applicable laws, ordinances and regulations, including furnishing Contractor with satisfactory evidence upon request by Contractor.

5. Hauler agrees to comply with all conditions and requirements of any prime contract that, under its terms or by operation of law, may be incorporated by reference into or made to apply to this Agreement or the work to be performed hereunder. To the extent required by law or other agreement, Hauler agrees that all provisions incorporated into or made to apply to this Agreement shall be made a binding part of all subcontractors and purchase orders issued by it. Hauler agrees that if it prequalification is a condition precedent to the award of work to it, Contractor may (but is not required to) file a copy of Contractor's approved or pending prequalification statement in its name and on its behalf; and that if such statement is filed and approved; Hauler will accept and fulfill all requirements thereof as if it were an obligation of this Agreement.
6. In the performance of this Agreement, Hauler shall, at no additional cost to Contractor, comply with Contractor's safety rules and regulations, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to: wage and hour, drug-free workplace, OSHA, MSHA, Motor Vehicle Safety, weight limits and environmental laws. In addition, Hauler shall not discriminate against any employee or application because of race, color religion, sex, national origin, age, disability, or veteran status; and Hauler shall comply with all laws prohibiting discrimination of any kind, and to the extent required by the law or other agreement, these requirements shall be included in every purchase order or other document issued by Hauler. Further, in the event that Contractor intends to utilize Hauler's performance in order to comply with any Disadvantaged Business, Minority, Woman-Owned Enterprise or similar requirement, Hauler shall indemnify and hold Contractor harmless from any and all loss, cost and expense (including, not limited to, and fines, penalties, or other measures imposed on the Contractor), in any way arising out of the failure of Hauler, or any of its officers, agents, employees, or subcontractors or other persons directly or indirectly engaged by Hauler in the performance of work hereunder, to comply with any laws, rules, regulations or ordinances.
7. It is further agreed that where Hauler engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the hauler to the Contractor as an independent contractor and shall not establish any relationship or obligation between the Contractor and any subcontractor. Hauler will continue to be solely responsible for compliance with or performance of all obligations imposed on Hauler by this Agreement regardless of whether the Hauler, Hauler's employees or

Hauler's subcontractors legitimately do such work. Should any subcontractor make any claim of any nature whatsoever against Contractor; or, as a result of any act, omission or negligence of the subcontractor, should a third party, including but not limited to any government, make any claim against Contractor, Hauler shall assume all liability for such claim and will otherwise indemnify and save harmless the Contractor from and such claims, liabilities, penalties and fines (whether criminal or civil), judgements, outlays and expenses (including attorney's fees).

8. This contract cannot be assigned by Hauler without written consent of Contractor.
9. Hauler shall treat as confidential, and not disclose to third parties, the terms of this Agreement or any information concerning Contractor's business (including information regarding supplies, products and customers) without in each instance obtaining Contractor's written consent.

Any damages recoverable by Contractor from Hauler shall bear interest at the annual rate of 18% or the highest rate allowed by law, whichever is lower. One percent (1%) of all payments made to Hauler during the term hereof shall represent specific consideration for the indemnity and other obligations assumed by it hereunder, and Hauler hereby acknowledges and agrees that said consideration is sufficient for the undertaking of such indemnity and other obligations. This Agreement shall not constitute an exclusive arrangement. Contractor, in its sole discretion, shall remain free to engage persons to perform hauling work including work of the same type then being performs by this Hauler. This Agreement may be terminated at any time by Contractor for any reason whatsoever. Contractor and Hauler have executed this Agreement through their authorized representatives on the date written of page 1.

X _____
Subcontractor

Date: _____

X _____
Eazy Trans, LLC Rep

Date: _____

Intuit Full Service Payroll



Employee Direct Deposit Authorization

Instructions

Employee: Fill out and return to your employer.

Employer: Save for your files only.

This document must be signed by employees requesting automatic deposit of paychecks and retained on file by the employer. Employees must attach a voided check for each of their accounts to help verify their account numbers and bank routing numbers.

Account 1

Account 1 type: ☐ Checking ☐ Savings

Bank routing number (ABA number):

Account number:

Dollar amount to be deposited to this account:

Account 2 (remainder to be deposited to this account)

Account 2 type: ☐ Checking ☐ Savings

Bank routing number (ABA number):

Account number:

attach a voided check for each account here

Authorization (enter your company name in the blank space below)

This authorizes _____ (the "Company") to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account(s) indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. This authorization will be in effect until the Company receives a written termination notice from myself and has a reasonable opportunity to act on it.

Authorized signature: _____ Employee ID #: _____

Print name: _____ Date: _____

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	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. See also *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:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person

Date

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they