

PILOT CAR AGREEMENT

This Agreement is between Champion Pilot Car and the business listed below (hereinafter referred to as "Company"). Each may be referred to as a "Party" or collectively "the Parties" through this document. The "Company" refers to all people employed by the business listed below, either currently or in the future, as well as any of their contractors, subcontractors or any other entity engaged by the Company to perform the services contemplated by this Agreement whether those persons are known or unknown to Champion Pilot Car.

Champion Pilot Car is engaged in the service of contracting with pilot car companies to provide pilot car services for their customers as well as collecting on invoices from pilot car companies and/or drivers for services rendered. For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. PAYMENT PROCEDURE:
 - a. For services contracted in advance
 - b. For invoices due and payable, the Company shall submit their invoice by 2:00 P.M. CST for processing the next day. Any invoice submitted after 2:00 P.M. CST will be processed as if submitted by 2:00 P.M. the following business day.
 - c. Company explicitly understands and agrees that Champion Pilot Car charges a 7% fee for all invoices as well as a \$10 fee for ACH transactions and a \$35 fee for wire transactions.
 - d. If Company requests an advance of payment for an upcoming job, such advance must be requested in writing and Company understands that Champion Pilot Car charges 10% of the borrowed amount as a fee for the advance. Advances will only be granted where Company has an upcoming job through Champion Pilot Car. All other applicable ACH and wire transaction fees apply to advances.
 - e. ALL FEES WILL BE COLLECTED FROM THE APPLICABLE JOB INVOICE PRIOR TO PAYMENT OF THE SAME. _____ (initial)
2. SUBCONTRACTORS: I agree and affirm that Champion Pilot Car is contracting solely with myself and my company. Should I choose to hire subcontractors to perform the services contracted herein, I bear sole responsibility for the same and shall indemnify and hold harmless Champion Pilot Car against any failures of my subcontractors to perform under the terms herein, any negligence or wrongdoing on the part of my subcontractors, and any failure on my part to compensate my subcontractors. I agree that I will enter into written agreements with my subcontractors that indemnify and hold harmless Champion Pilot Car and their customers and that states explicitly that their only recourse as to non-payment is with me. I understand and acknowledge that this provision is not an acceptance of any subcontractor or subcontractor agreement on the part of Champion Pilot Car and that in engaging subcontractors, I bear full responsibility for the same.

(initial)
3. INSURANCE REQUIREMENTS: Champion Pilot Car requires that Company have a one-million-dollar policy for commercial auto liability as well as a one million dollar policy for general liability. This policy shall remain in effect at all times in which Company is doing business with Champion Pilot Car.

- a. Company must provide proof of applicable coverage to Champion Pilot Car on a year basis. Such proof shall include the company, policy number, proof of coverage and limits and proof of dates of coverage. In addition, if such policy changes or is modified, Company must provide such information to Champion Pilot Car within 30 days of the change.
 - b. Company must list Lonestar LLC as an additional insured on all applicable insurance policies.
 - c. SUBROGATION WAIVER: Company waives its rights to collect on damages against Champion Pilot Car and any of its affiliates, clients, including without limitation Lonestar LLC, agents or employees to the extent such damages are covered under policies obtained by and available to Company whether or not such policies were obtained pursuant to this Agreement.
 - d. Workers' Compensation: Company acknowledges that they bear the sole responsibility for ensuring that they are in compliance with any and all legal and/or governmental obligations for carrying workers' compensation insurance and that Company alone is liable for any injury occurring to their employees for failure to do the same.
 - e. The failure on the part of Champion Pilot Car to investigate or make objection to Company's failure to obtain or maintain appropriate coverage does not negate their right to indemnification by Company nor does it limit or negate Company's obligations under this Agreement to maintain the same and to indemnify Champion Pilot Car, its employees and clients, including without limitation Lonestar LLC.
4. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: To the fullest extent permitted by law, Company agrees to indemnify and hold harmless Champion Pilot Car, their clients, including without limitation Lonestar LLC, their affiliates, agents and employees against any damages arising under this Agreement, Company's breach of this Agreement, Company's subcontractor's breach of this Agreement, or Company's performance under this Agreement. Specifically, without limitation, this indemnification extends to all injuries and damage to property or persons (including death) whether foreseeable or unforeseeable arising out of any performance of this Agreement, breach of this Agreement, subcontractor's breach of this Agreement or any other damages arising hereunder.
 5. INDEPENDENT CONTRACTOR RELATIONSHIP: The Parties explicitly agree that the employment relationship between them is one of Independent Contractor status. Champion Pilot Car does not exercise any dominion or control over the manner in which work is completed and is solely contracting with Company to perform services in accordance with this agreement.
 6. LEGAL COMPLIANCE: Company agrees that it will operate in compliance with all state, local and federal laws. Any failure by Company or its employees, agents, assignees or subcontractors to comply with state, local or federal law is the sole responsibility of Company and Company agrees that it will be solely responsible for any penalties arising from the same.
 7. MISCELLAANEOUS:

- a. This Agreement represents the full and final fully integrated Agreement between the Parties. Any additions or addendums hereto must be in writing and signed by both Parties.
- b. This Agreement shall be construed under the laws of the State of Colorado.
- c. Should any provision herein be deemed by a Court to be unenforceable, that provision shall be excised from this Agreement and the remaining portions shall remain in full force and effect.
- d. This is an arm's length transaction and the Parties specifically agree that should this Agreement or any portion thereof be found to be ambiguous, the Parties specifically reject any rules of legal or equitable interpretation that would lead to construction for or against a particular party based upon their status a drafter.



Corporate Office
 1100 Northway Drive
 Fort Worth, TX 76131
 (817) 306-1000
 (800) 541-8271

Standardized Pricing Policy for General & Wind Oversized Freight

(Revised Copy September 5, 2024)

	<u>General Freight</u>	<u>Wind Mileage Freight</u>
High Pole Mileage	\$2.15/mile	\$2.25/mile
Front/Rear Door Mileage	\$1.85/mile	\$2.00/mile
Steer Mileage		\$2.50/mile
Mini	\$200.00	\$200.00
Day Rate - High Pole	\$600.00	\$600.00
Day Rate - Front/Rear	\$450.00	\$450.00
Day Rate - Steer		\$600.00
Load/Unload Trailer		\$50.00 (Must be approved)
Overnights	\$100.00	\$125.00
No-go's	\$175.00 + Overnight	\$250.00 + Overnight (Must be approved)
Empty Trailer	\$1.55/mile	\$1.55/mile

Specialized Trailers

Ex: (Faymonville)/(Neck 9) - May need Steerman at all times

\$1.55/mile (Empty Trailer)

*Escorting **MUST** be authorized **before** travel by LST personnel

I/We _____ by accepting to provide services from Lone Star Transportation, LLC. for Escort, Steersman or Bucket Truck service in the course and scope of a transport understand and agree will be held accountable and liable for any damages to the Lone Star Transportation, LLC. truck, trailer, bodily injuries, or equipment as well as the customers cargo which I/We are negligent and legally liable.

Lone Star Transportation, LLC. requires the minimum Commercial Automobile Liability Combines Single Limits of \$1,000,000.00 and the minimum Commercial General Liability Limits of \$1,000,000.00 and need a Certificate of Insurance from your insurance agent naming Lone Star Transportation, LLC. as a Certificate Holder as well as Additional Insured and a Waiver of Subrogation.

Loads to be paid by either mileage or day rate for entire trip. (No switching day to day) Once the escort is released by Lone Star Transportation, LLC. All charges cease at the time (including Motel).

Escorted Loads that get held up over the weekends Down Time or Layover Pay do not apply unless approved by Escort Dept. (Not the Driver). Lone Star Transportation, LLC reserves the right to request bids on special volume projects.

Signed and Acknowledged on the Date of _____ Month of _____ Year of _____.

Company Name _____

Authorized Signature Name _____

Printed Authorized Name _____