DRIVER AGREEMENT

ATLAS MOVE, LLC 100 W BIG BEAVER ROAD, SUITE 200, TROY, MI 48084 +1 (586) 782-6223

WWW.ATLASMOVELLC.COM

OFFICE@ATLASMOVELLC.COM



I. BASIC REQUIREMENTS:

- **A.** YOU ARE A CONTRACTED DRIVER FOR ATLAS MOVE, LLC, NOT AN EMPLOYEE. YOU WILL BE PAID ON A PER-MILE BASIS FOR EACH COMPLETED LOAD.
- **B.** ATLAS MOVE, LLC DOES NOT GUARANTEE LOAD AVAILABILITY. IF NO LOAD IS ASSIGNED, THE COMPANY IS NOT RESPONSIBLE FOR ANY LOST TIME OR EARNINGS.
- C. YOU MUST BE OVER THE AGE OF 21.
- **D.** YOU MUST HAVE A MINIMUM OF 6 MONTHS OF OVER-THE-ROAD DRIVING EXPERIENCE FOR CARGO VANS, SPRINTER VANS, OR SMALL STRAIGHT BOX TRUCKS (UNDER 10,000 GVW).
- **E.** YOU MUST OWN A NATIONWIDE COVERAGE CELL PHONE AND KNOW HOW TO OPERATE IT.
- **F.** YOU MUST BE ABLE TO ACCEPT MACRO POINT (OR INSTALL ANY OTHER TRACKING APPLICATION REQUIRED BY THE CLIENT) UPON DISPATCHER'S REQUEST.
- G. YOU MUST OWN AND KNOW HOW TO OPERATE A GPS SYSTEM.
- H. YOU MUST BE FLUENT IN ENGLISH.
- I. YOU MUST NOT HAVE A DUI WITHIN THE LAST 10 YEARS.
- J. YOU MUST HAVE A VALID DRIVER'S LICENSE FROM YOUR STATE OF RESIDENCE.
- **K.** YOU MUST PROVIDE A CERTIFICATE OF INSURANCE SHOWING ATLAS MOVE, LLC AS ADDITIONAL INSURED.

2. CLAIMS

- 3.1. All claims for cargo loss, damage, injury, or delay must be filed in writing with Owner-Operator within 180 days of notification of such event.
- 3.2. Owner-Operator must acknowledge receipt of the claim within 30 days, unless it is paid or denied in writing. Any request for additional documentation must be included in the acknowledgment. If no response is given within 30 days, the claim is considered accepted and must be paid within the next 30 days.
- 3.3. Claims must be settled (paid, denied, or compromise offered) within 60 days. If no resolution is reached, Company may cancel this Agreement and/or pursue legal remedies.
- 3.4. Owner-Operator is liable for the full actual loss, including invoice value and any consequential damages if notified.
- 3.5. Company may withhold payments for services rendered if claim liability is disputed.
- 3.6. Owner-Operator is responsible for all costs and legal fees incurred in defending claims arising from its transportation services.
- 3.7. Owner-Operator's indemnity obligations survive termination of the Agreement and are not limited by worker's compensation or other applicable benefits.

3. RECOVERY POLICY

- 4.1. Owner-Operator must notify Dispatch immediately if the truck breaks down during a shipment.
- 4.2. Evidence of the breakdown must be provided within 24 hours.
- 4.3. If freight is reloaded to another driver, Owner-Operator's rate will be reduced to account for this.

4. UPDATES POLICY

- 5.1. Owner-Operator must maintain timely and detailed communication with Dispatch, including pickup/delivery updates, freight info (weight, pieces, BOL number), and regular location updates (every hour end route to pickup; every two hours to delivery).
- 5.2. Clear pictures of freight at pickup and delivery must be emailed to tracking@atlasmovellc.com before calling Dispatch. A \$10 penalty applies for refusal to send pictures.
- 5.3. If loading damaged freight, Owner-Operator must notify Dispatch, obtain facility representative's contact info on the BOL, and have "Not driver's fault" noted.

5. TERMINATION POLICY

Grounds for termination include but are not limited to:

- Direct broker communication bypassing Company;
- Rate changes or cancellations of booked loads;
- Rate blackmail;
- Insurance noncompliance;
- Unprofessional communication or updates;
- Failure to provide POD or high-quality communication;
- Rude behavior or damage to Company reputation;
- Breach of any terms in this Agreement or Company policy.

6. COMPENSATION POLICY

- Detention: First 2 hours free; \$20/hour after (sprinter).
- Layover: \$150 per night; \$300 for 3-night weekend.
- No layover pay if late to the facility.
- Hand load/unload: \$50-\$150 depending on weight.
- Document printing: Must be discussed with Dispatch beforehand.
- TONU (Truck Ordered, Not Used): \$50-\$150 depending on empty miles if canceled <2 hours before pickup. No payment if canceled within 20 minutes of acceptance.

7. NON-SOLICITATION & CONFIDENTIALITY

Owner-Operator agrees not to solicit Company customers or share proprietary information for at least one (1) year after termination.

During the term and for two (2) years after termination, Owner-Operator shall not directly or indirectly conduct business with any customer served during the prior 24 months.

Breach of this clause entitles Company to injunctive and equitable relief in addition to damages.

Restrictions are considered fair and necessary to protect Company's interests.

These terms apply to all affiliates and related parties of the Owner-Operator.

8. DRIVER ACKNOWLEDGEMENT & LIABILITY WAIVER ATLAS MOVE, LLC

Authorization & Employment Acknowledgment

I authorize Atlas Move, LLC to investigate my personal, employment, financial, and medical history as needed for onboarding. I release all relevant parties from liability in providing such information. I understand that false or misleading information may result in termination. I agree to follow all company rules and understand that Atlas Move, LLC may contact prior employers to review my safety record as required by FMCSA regulations (49 CFR 391.23).

I understand I have the right to:

- Review safety-related info from prior employers
- Request corrections and have updates resent
- Attach a rebuttal if a disagreement arises over accuracy

Accident Waiver & Release of Liability

By signing this document, I release Atlas Move, LLC from all liability, including for injuries during transportation activities, even if caused by negligence. I waive the right to bring legal action and agree to follow all safety procedures. I indemnify and hold harmless the company and its representatives from any related claims.

I certify that I have read and fully understand this document. I sign voluntarily.

Full Name: _	
Signature: _	 _
Date:	