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[pilotcars@routeamerica.com](mailto:pilotcars@routeamerica.com)

## Pilot Car Services Application/Agreement (Contractor)

Legal Company Name:		<input type="radio"/> Corporation
DBA:		<input type="radio"/> Partnership
SSN or EIN:		<input type="radio"/> Sole Proprietor
Company Physical Address:		
City, State, and ZIP Code:		
Company Phone:	Fax:	e-mail:

Contact Name:		Billing Name:	
Phone (office):		Phone (office):	
Phone (mobile):		Phone (mobile):	

Please Check the Services you Provide			Indicate Where you Operate	
<input type="radio"/> Lead	<input type="radio"/> Chase	<input type="radio"/> High Pole	<input type="radio"/> All States	<input type="radio"/> Other
<input type="radio"/> Steersman	<input type="radio"/> Route Survey	#Cars _____	<input type="radio"/> Canada	

Applicant understands and agrees that they will function as an independent contractor to Route America. Further, you and/or any person that works for you, or contracts with you, and performs pilot car services for a Route America customer (drivers), agrees to ALL the terms and conditions listed below.

- Applicant understands this agreement applies to ALL runs/jobs subcontracted to the Applicant by Route America, Inc.
- Applicant certifies that ALL contracted and/or employed drivers:
  - Have an unrestricted, valid driver's license.
  - Are free from illegal substances such as alcohol and drugs.
  - Must not consume prescription drugs that could cause impairment.
  - Have appropriate insurance and certificates for the jurisdictions for which they operate. The Applicant shall name Route America, Inc. as additional insured by endorsement under their General Liability policy.
  - Refrain from the use of mobile phones during the operation/run, unless its use is directly related to the operation.
  - That they, their car, and equipment will be ready for operation prior to rendezvous with driver. Ex: Lights, flags, signage and communication equipment.
  - Obtain a copy of and/or review a valid OD/OW permit for the jurisdiction within which you are operating.
  - Will conduct themselves in a professional, courteous manner and protect the interest of Route America, Inc.
- Applicant certifies ALL required equipment is in clean, safe and in proper working condition, including, but not limited to vehicle(s), citizens band radios (CB's), lighting, signs, flags, height poles, etc.

(Continued page 2, please sign both pages)

## Signature (Authorized Person)

The individual signing below certifies he/she has the authority to bind the Applicant to the above listed provisions.

Printed Name:		
Title:		
Signature:		Date:

## Pilot Car Services Application/Agreement (Contractor)\_Continued

4. Applicant agrees to maintain contact with Route America, Inc. from dispatch to completion and immediately report ALL accidents, delays or special circumstances.
5. Applicant understands that additional charges or fees require prior approval from Route America, Inc. Contact Route America, Inc. immediately.
6. Applicant, applicant's employees and/or sub-contractors agree NOT to solicit Route America, Inc. customers.
7. Do not accept any form of payment from truck drivers. Contact Route America, Inc. immediately if this situation occurs.
8. Route America's normal payment terms for all vendors is 30 days from the receipt of the bill. If the drivers would like to be paid in 15 days of receipt of the invoice by Route America, they can do so at a 5% discount. PST payment terms are all jobs ran 1-15th each month are MAILED on the last day of the month. All PST jobs ran 16-EOM are mailed on the 15th of the following month. Do not submit invoices to the Carrier.
9. If Applicant chooses to sub-contract pilot car services to another pilot car business or individual, Applicant assumes full responsibility of ALL terms stated in this Application and Agreement.
10. It is the policy of Route America to cancel pilot cars immediately upon the customer's request.
11. **Insurance:** \$500,000 minimum each occurrence & minimum \$1,000,000 aggregate, or the minimum required by the jurisdiction in which they are operating, whichever is greater. With respect to the insurance coverage requirements, the Applicant shall name Route America, Inc. as an additional insured by endorsement under their General Liability insurance policy. The individual signing below certifies he/she has the authority to bind the Applicant to these provisions.
12. **Hold Harmless Agreement:** With regard for vehicle/load dimensions, vertical and horizontal clearances, routes, permit accuracy, and overall movement safety; the Customer/Carrier agrees to indemnify and hold harmless Route America, Inc., and any related companies, their agents, representatives, heirs, successors, and assigns, against any and all loss or losses as a result of claims, demands, obligations, actions, causes of action, damages, attorney's fees, cost, and/or expenses arising out of OD/OW movement.
13. **Binding:** This Agreement shall be governed by, and interpreted in accordance, with the laws of the Commonwealth of Kentucky. This Agreement shall ensure the benefit of, and be binding on, the parties hereto and their respective successors and assigns.
14. **Termination:** This agreement may be terminated by either party, at any time, with or without cause. However, both parties are bound by terms stipulated herein for all services and routes ordered prior to agreement termination. All open invoices are due in full upon agreement termination.
15. Please return signed application with the following forms: W-9, All Certifications, Copy of Enforce Driver's License for ALL drivers, Current Enforce Certificate of Liability Insurance with \$500,000 minimum each occurrence & minimum \$1,000,000 aggregate.

### Signature (Authorized Person)

*The individual signing below certifies he/she has the authority to bind the Applicant to the above listed provisions.*

<b>Printed Name:</b>			
<b>Title:</b>			
<b>Signature:</b>		<b>Date:</b>	