



MASTER CARRIER AGREEMENT

This Trucking Services Agreement (“Agreement”) is entered into between Lang Trucking, LLC DBA Royal Logistics (“Royal Logistics”), and Owner (as identified below) (collectively the “Parties”), and outlines the respective rights and obligations of the Parties relating to the services furnished by the terms of this Agreement.

Legal Business Name: _____

Business Name Utilized (if different from above): _____

Business Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

1. **TRUCKS.** The Owner will furnish one or more trucks with an appropriately licensed and qualified driver for each truck. Each truck shall be suitable for loading, hauling, and dumping material hauled from and delivered to construction sites; which includes but is not limited to dirt, sand, gravel, materials from demolished buildings, and other aggregates or materials commonly associated with construction (“Services”). The Owner maintains trucks in accordance with the DOT inspection guidelines to insure the safety of people, machinery, and other resources.
2. **INDEPENDENT CONTRACTOR.** Royal Logistics and Owner acknowledge that Owner is an independent contractor, and no term in this agreement shall be construed to create an employer/employee relationship between Royal Logistics and Owner, or any driver or other person employed by Owner involved in furnishing the Services.
3. **PAYMENT.** Royal Logistics will pay Owner the agreed rate and the hours approved by the customer. The Payment is the only amount due to Owner. Owner agrees to be paid by Royal Logistics when the customer pays, unless Owner enters into a Quick Pay Agreement with Royal Logistics.

Royal Logistics shall have no obligation or liability to pay for any vehicle insurance, workers compensation insurance, fuel, maintenance costs, or any other costs or expenses associated with the Services; all of which shall be paid by Owner, and Owner acknowledges and agrees that the Payment is sufficient compensation to Owner to pay for insurance, maintenance, and other operational expenses to furnish the Services.

If Owner has a factoring company they work with already, the Owner agrees to only work with a factoring company approved by Royal Logistics. It is also the Owners responsibility to confirm



with Royal Logistics, the amount to factor before receiving advancement from the factoring company. Royal Logistics is not responsible for Owner overcharges to the Factoring companies.

4. **LATE FEES OR RELATED CHARGES.** Owner hereby expressly waives any and all rights, whether arising under this Agreement, common law, Utah statute, federal transportation regulations (including but not limited to FMCSA rules), industry custom, or otherwise, to impose, demand, or recover from Royal Logistics any late fees, penalties, interest (statutory or otherwise), detention charges, accessorial fees related to timing, or any other fees, costs, or charges arising from or related to the timing of payments, invoicing, performance delays, or any other matter under this Agreement. This waiver is irrevocable during the term of this Agreement and survives termination. Royal Logistics shall not pay, and shall not be liable for, any such fees or charges. The Owner agrees to indemnify and hold harmless Royal Logistics from any claims, demands, or attempts to collect such amounts.

5. **TICKETS.** Tickets must be filled out completely and accurately. The Owner and company's drivers must fill out the tickets honestly and as events happen. The Tickets must have the Foreman's signature or else payment is not guaranteed.

Additionally, daily tickets **MUST** be turned in on the day of the service delivered. Fees may apply for late turn-ins. Any daily tickets not turned in within 15 days are subject to rejection. Timeliness is essential to payment. Owner agrees to fill out the daily tickets as instructed in the **Instructions Packet** and agrees to hold employees accountable to fill out the daily tickets accurately.

6. **DOWNTIMES.** Owner agrees to communicate with Royal Logistics' dispatcher/s right away upon arrival at the dumpsite or job site if the customer is not on sight or if the driver can't find the site. Royal Logistics does not pay for the downtime Owner may take while waiting if Owner hasn't communicated with Royal Logistics. Also, the Owner agrees to communicate with Royal Logistics' dispatcher immediately if the truck is down or if there are any delays. Examples of downtime are when the Owner stops to eat or to repair the truck as well as other similar situations.

7. **INVOICE AND FREIGHT BILL ADJUSTMENTS.** Owner agrees that Royal Logistics shall have the right to adjust, deduct from, or set off against any amounts owed to the Owner under any invoice or freight bill, any costs, expenses, losses, damages, fines, penalties, or other charges reasonably incurred or assessed by Royal Logistics (or its customers) as a direct result of the Owners performance, including but not limited to: vehicle breakdowns, mechanical failures, oil spills or other hazardous material incidents, downtime, delays caused by the Subcontractor,



detention time beyond agreed limits, accessorial charges attributable to the owner, cleanup or remediation costs, regulatory penalties, or any other similar events or failures attributable to the owner, its employees, agents, equipment, or operations. Royal Logistics shall provide the Owner with reasonable documentation supporting any such adjustment, deduction, or set-off. The Owner shall not be entitled to payment for any portion of an invoice affected by such adjustments.

8. **NON-COMPETE.** Owner agrees that it will not directly conduct business with any shipper whose freight was transported pursuant to this Agreement for a period of two (2) years beginning with the last day such service was performed for that shipper. The Parties agree that a breach of this provision shall entitle Royal Logistics, as reasonable liquidated damages and not as a penalty, to the full amount of commissions and/or compensation under the terms set forth in this Agreement that would have been due to Royal Logistics had it arranged for the movement of said freight.
9. **INDEMNIFICATION.** Owner agrees to indemnify, defend, and hold Royal Logistics harmless for any loss, damage, or legal actions against Royal Logistics due to the fault of Owner, its vehicle, or driver. This includes any attorney fees necessarily incurred for these purposes. Owner will also pay for any parking tickets, moving violations, or other citations received by its driver for operation of Owner's vehicle.
10. **INSURANCE.** Owner agrees to carry an active workers compensation policy or workers compensation coverage waiver while working with Royal Logistics. Owner agrees to carry an active insurance policy while working with Royal Logistics and maintain the following insurance coverages and the insurance policies must meet the following specifications:

Commercial General Liability Insurance

- Minimum Coverage: \$1,000,000 per occurrence
- General Aggregate: \$2,000,000

Automobile Liability Insurance

- Combined Single Limit: \$1,000,000 per occurrence
- Coverage must include all owned, leased, hired, and non-owned vehicles used in the performance of services for Royal Logistics.
- Lang Trucking LLC DBA Royal Logistics shall be named as an Additional Insured on the General Liability Insurance policy and Automobile Liability Insurance policy.



- The policy shall include a Waiver of Subrogation in favor of Royal Logistics.
11. DELAYS. Should the Owner delay any contractors, subcontractors, suppliers and/or material on the entire project, Owner will indemnify Royal Logistics and hold Royal Logistics harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Royal Logistics connected with said delay. Among other remedies for Owner's delay, Royal Logistics may supplement the Owner's work and deduct associated costs at Royal Logistics' election.
 12. JURISDICTION AND VENUE. In the event of any dispute, this Agreement will be interpreted by the laws of the State of Utah, and any lawsuit or arbitration must be brought in Salt Lake County, State of Utah; with the Parties submitting to the jurisdiction of Utah state and federal courts.
 13. SEVERABILITY. If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.
 14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties, and no modification to this agreement can be made unless in writing signed by both Parties.
 15. NO WAIVER. Any failure to enforce any term of this Agreement does not constitute a waiver, and the Parties retain all rights to enforce the terms herein.
 16. COSTS AND ATTORNEYS' FEES. In the event of a dispute involving this Agreement or the Services, the prevailing party shall be entitled to an award of its attorney's fees.
 17. CAPTIONS. The titles or captions of the paragraphs or section contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of this Agreement or the intent or meaning of any provision hereof.
 18. SURVIVAL. All warranties, representations, indemnities, covenants and other agreements made herein shall survive the execution and delivery of this Agreement.
 19. COUNTERPARTS. This Agreement may be executed in multiple counterparts and shall have the same force and effect as if all signatures appear on the same original. For the purposes of this Agreement, an executed copy shall be considered an executed original and the exchange of copies of this Agreement and of signature pages by facsimile or electronic email transmission, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.



I understand, acknowledge, and accept Royal Logistics Terms and Conditions and certify that the information given herein is true and correct.

The undersigned warrants that he/she has authority to execute this Agreement and to bind the Owner to the terms contained herein. This Agreement shall remain in effect indefinitely until terminated by either party through written notice.

Date _____
Royal Logistics

Signed _____
Title _____
Print Name _____

Date _____
OWNER

Signed _____
Title _____
Print Name _____



TICKET & SUBMISSION INSTRUCTIONS

To all sub contract haulers, please send tickets to: 385-323-0523 or email to: Tickets@royallogistics.org.

Tickets/freight bills/time sheets must be sent at the end of the day of the delivery of the services. The tickets must be filled out COMPLETELY and MUST contain the **foreman's signature**. They must be legible and clear to read.

Royal Logistics Freight Bills (Screenshot 1):

When you get dispatched to do a job with Royal Logistics, you MUST use its time sheets. If you do not have a book, contact Richard (Dispatcher) to request a book.

- Start time: Scheduled time or time truck begins working.
- End time: Time that truck leaves the jobsite or time of last dump.
- Travel time: Assigned by dispatch.
- Make sure to include the job name or number, address, and the rest of the ticket as shown below. This information is needed to pay for the loads.
- Write down all delays or anything happening that affects the haul.

Granite's Time Sheets (Screenshot 2):

When you get dispatched to do a job with Granite you MUST use Granite's time sheets. If you do not have a book, make sure you get tickets from us or ask another driver.

- Start time: Scheduled time or time truck begins working.
- End time: Time that truck leaves the jobsite or time of last dump.
- Travel time: Assigned by Granite.
- Make sure to include the job name or number, address, and the rest of the ticket as shown below. This information is needed to pay for the loads.
- Write down all delays or anything happening that affects the haul.



Whitaker Construction Time Sheets (Screenshot 3)

When you get dispatched to do a job with Whitaker Construction you MUST use their time sheets. If you do not have a book, make sure you get tickets from us or ask another driver.

- Start time: Scheduled time or time truck begins working.
- End time: Time that truck leaves the jobsite or time of last dump.
- Travel time: Assigned by Whitaker.
- Make sure to include the job name or number, address, and the rest of the ticket as shown below. This information is needed to pay for the loads.
- Write down all delays or anything happening that affects the haul.

M&T Enterprises' Time Sheets (Screenshot 4):

When you get dispatched to do a job with M&T Enterprises you MUST use their time sheets. If you do not have a book, make sure you get tickets from us or ask another driver.

- Start time: Scheduled time or time truck begins working.
- End time: Time that truck leaves the jobsite or time of last dump.
- Travel time: Assigned by M&T Enterprises'.
- Make sure to include the job name or number, address, and the rest of the ticket as shown below. This information is needed to pay for the loads.
- Write down all delays or anything happening that affects the haul.



**ROYAL
LOGISTICS**

Screenshot 3:

WHITAKER CONSTRUCTION Whitaker Construction Company
Driver Time Sheet / Load Count

46076
Date 09-21-23

Name Royal Logistics / Utah Trucks Emp # Joseph Daily Rating _____ Injured on the job? No Yes

Truck Information
Start: 7:00 Stop: 4:30 Truck #: 5 Trailer #: _____ Pup #: _____
Truck Type (Check One)
 Single Belly Dump Super Side Dump Strong Arm
 Double Belly Dump End Dump 13-15 Ton Water Truck
 Single Side Dump End Dump 15-17 Ton Mixer
 Double Side Dump End Dump 17+ Ton Other

Job Name/No. Mtn. Ridge Phase Code 312.5 Job Name/No. _____ Phase Code _____

Pit Name/or "On Site" Staker Back St. Pit Name/or "On Site" _____

Load	Time In	Time Out	Mat.	Ticket #	Tons/Yards
1	7:00	7:15	1' Rock	18011	1.7
2	7:00	7:15	-	18053	1.2
3	11:00	11:15	-	18051	16.8
4	1:00	1:15	-	18280	16.9
5	3:00	3:15	-	18289	19.2
6					
7					
8					
Sub-Totals					Tons/Yards
Hrs - Semi Total					<u>8.25</u> A

Job Name/No. Big Canyon Phase Code 319.8

Pit Name/or "On Site" Utah Sand & Gravel

Load	Time In	Time Out	Mat.	Ticket #	Tons/Yards
1	4:00	4:15	Sand	18731	16.9
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Sub-Totals					Tons/Yards
Hrs - Semi Total					<u>2.5</u> B

Misc. Truck / EQ Time

Job #/Truck#	Phase#	Description	Hours
5		Travel Time	.5
5	319.8	Break Down	-1
6	319.8	Travel Time	.45
5	319.8	4:30 Start	.25
Hrs - Semi Total			<u>1.75</u> D

Hours Total: 9.25
Payroll Hours / Total of A, B, C, D

Driver's Signature: Joseph

Foreman Signature: Joseph EMP # _____

Time Out: 4:30

Truck Hours	Truck Loads	
Hrs	Rate	Amount
Am't	ton	Cost/Ton

Comments: _____

Revised 07-2011

Screenshot 4:

M&T Enterprises, LLC
P.O. Box 373 Spanish Fork, UT 84660
(385) 535-3903
office@mt-enterprises.com

Sun. Mon. Tues. Wed. Thurs. Fri. Sat.
DATE 11-21-2023

TRUCK # MT 06
JOB START 8:00 JOB END 6:00

LUNCH YES NO Nº 067680

DRIVER Jaime Norta
CONTRACTOR NAME M&T Universal
OB NAME Greenwood
OB ADDRESS Greenwood
HT ADDRESS Greenwood
HUB HAULER Royal Logistics
BILL TO _____

TOTAL TONS 120
TOTAL LOADS 85
TRUCK HOURS 10
LUNCH/DOWN TIME _____
TRAVEL TIME 0.5
TOTAL HOURS 10.5

1. Belly Dump Single Double
2. Dump Truck 12W 14W Pup Strong Arm
3. Side Dump Single Super Double
4. Transport
5. Other _____

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
1	8:00		24	topsoil
2	10:06		24	topsoil
3	12:19		24	topsoil
4	2:25		24	topsoil
5	4:31		24	topsoil
6				
7				
8				
9				
10				
11				
12				

Drivers Daily Safety Check
Mileage: _____
(✓) if okay
Engine Oil Level _____
Hydraulic Oil Level _____
Coolant Level _____
Fuel _____
Wheels, Rims, and Lugs _____
Tires and Tire Pressure _____
Turn Signals _____
Lights _____
Air Leaks _____
Brakes _____
Mud Flaps _____
Horns _____
Rear Vision Mirrors _____
Truck Clean of Debris _____
Windshield Wipers _____
Fire Extinguisher _____
Triangles _____
Steering _____
Coupling Devices _____
Back-Up Alarm _____
Driver must report mechanical defects to Shop Supervisor before driving vehicle

I have checked each item on the above list and will report to the Shop Foreman any defects found.

Driver's Signature _____

DESCRIPTION OF WORK COMPLETED: _____

This account is due and payable on the 15th of each month. If this account becomes delinquent, 15th of following month, I or we, the undersigned agree to pay a FINANCE CHARGE AT THE RATE OF 2% PER MONTH WHICH IS 24% PER ANNUM, before and after judgement, until paid. That if this account is placed in the hands of an attorney for collection, with or without suit, to pay a reasonable attorney's fee.

DELIVERY TERMS AND CONDITIONS:
We understand that loaded trucks can cause damage to concrete, landscaping, sprinkler system, and other items that may be on the property designated for delivery and I, therefore, specifically agree to hold M&T Enterprises or its agent harmless for any damage by movement of the delivery vehicle while accessing or egressing the location I have designated for delivery.

Job Foreman's Signature Joseph G Time 6:00 Please Print Name _____
Driver's Signature Jaime Norta



By signing below you indicate that you have read, understood, and agreed with the instructions above.

Signature: _____

Print Name: _____

Date: _____