



Xfinity Freight Systems, Inc.
25585 Sherwood Ave
Warren, MI 48091
Phone; 586-883-6440 FAX: 586-993-6871

Sub Contractor Application & Contract Acceptance Agreement

Xfinity Freight Systems, Inc. is a contractor to various business and government organizations located within the contiguous United States and Canada, providing service of safe and timely transfer of freight from origin to destination.

Xfinity Freight Systems believes that subcontractors are a valued asset and we're committed to establishing and maintaining long-term partnering relationships that last beyond the completion of one assignment

Please review the form and read fully and carefully Agreement/Contract along with all attachments and return the completed application along with your signed Contract acceptance agreement to the above address

PERSONAL INFORMATION:

Name _____
First Middle Last

Phone No: _____

Current Address _____ City _____ State _____ Zip Code _____

If at current address for less than 3 years, list previous address below:

Street City State Zip Code

Date of birth ____/____/____ (DOT requirement for drivers)

Social Security Number _____

In case of emergency notify: _____ Phone _____

Have you worked for this company before? _____ Where? _____

From _____ To _____ Supervisor _____

Names of any relatives working for this company:



Are you currently employed? _____ If not, how long since you were last employed?

EDUCATION:

Circle highest grade completed: 1 2 3 4 5 6 7 8
 9 10 11 12

GED: Yes ___ No ___

GENERAL:

Date of last DOT physical examination: _____

Have you been granted any type of medical waiver? Yes ___ No ___

Have you ever been denied a license, permit or privilege to operate any motor vehicle?
Yes ___ No ___

Has any license, permit or privilege to operate a motor vehicle ever been suspended or
revoked? Yes ___ No ___

Have you ever been disqualified from driving for violations of the Federal Motor Carrier
Safety Regulations? Yes ___ No ___

Have you ever been convicted felony? Yes ___ No ___

(Note: If yes, please explain fully on a separate piece of paper. A felony conviction will not
automatically disqualify an applicant for employment)

EMPLOYMENT HISTORY

**The U.S. DOT requires applicants for driving positions list the last 3 years of
work history. This is regardless of the type of work or service performed.
Additionally, applicants must list any work or service performed, in the
previous 10 years that involved truck driving (vehicles over 10,000 pounds).**

Last Employer:

Supervisor: _____

Address:

Phone: (____) _____ - _____



Job Held:

Date Started _____ Date Ended _____

Reason for Leaving:

Next Previous Employer:

Supervisor: _____

Address:

Phone: (____) ____ - ____

Job Held:

Date Started _____ Date Ended _____

Reason for Leaving:

Next Previous Employer:

Supervisor: _____

Address:

Phone: (____) ____ - ____

Job Held:

Date Started _____ Date Ended _____

Reason for Leaving:

Next Previous Employer:





Supervisor: _____

Address:

Phone: (____) ____ - ____

Job Held:

Date Started _____ Date Ended _____

Reason for Leaving:

Next Previous Employer:

Supervisor: _____

Address:

Phone: (____) ____ - ____

Job Held:

Date Started _____ Date Ended _____

Reason for Leaving:

Next Previous Employer:

Supervisor: _____

Address:

Phone: (____) ____ - ____

Job Held:





Date Started _____ Date Ended _____

Reason for Leaving:

COMMERCIAL VEHICLE DRIVING EXPERIENCE

Driver's Licenses held in last three years.

STATE	LICENSE #	CLASS	ENDORSEMENTS	EXPIRATION DATE

Driving Experience.

CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (Van, Flat, Tank, etc.)	FROM DATE	TO DATE
STRAIGHT TRUCK			
TRACTOR TRAILER			
OTHER			

Accidents in the last 3 years in any type of vehicle.

DATE	NATURE OF ACCIDENT	FATALITIES	INJURIES

Traffic Convictions (other than parking) in the last 3 years in any type of vehicle.

LOCATION	DATE	OFFENSE	PENALTY



APPLICANT MUST READ & SIGN

By submitting this application, I certify that I personally completed this application and That all of the information is true and correct. I hereby authorize **Xfinity Freight Systems**, to conduct an investigation of my background for employment purposes, which May include, but is not limited to, any information relating to my character, general reputation, personal characteristics, mode of living, criminal history, past work experience, educational background, alcohol or drug test results, or failure to submit to an alcohol or drug test, or any other information about me which may reflect upon my potential for employment. I have completed this application of my own free will and hold harmless of all liability **Xfinity Freight Systems Inc.** for the use of this application. As part of our consideration of your application, the DOT requires companies to investigate your work background. Your consent for **Xfinity Freight Systems Inc.** to verify your work and violation history is required. You have a right to withhold your consent, however, **Xfinity Freight Systems Inc.** Will not consider your application as a Sub Contractor if you withhold your consent.

Yes___No___

Signature of Applicant: _____

Date: _____

Contract Acceptance Agreement

Further as part of this application process you do understand, acknowledge as follows. That this application process of qualifying you as a Subcontractor is based upon the above Personal ,Employment, Criminal Information provided by you and is part of this agreement/ contract between you _____, and **Xfinity Freight Systems, Inc**, here in known as the “Company” which also entails the following preceding Company’s Rules, Regulations, Policies, Work Description, Escrow



This page is intentionally left blank for any future correction amendments or deletions to the contract. Requirements, Compensation and Operating procedures as stated under and made part of this agreement/Contract. And your understanding and acceptance to these terms is required by the Company

1. You will be engaged by the Company as a Subcontractor and not an Employee. And you will be required to Drive Tractor-Trailer Truck to Transport products, Livestock or Materials to specified destinations as a service to be performed by you as a Sub Contractor.
2. You will be responsible to obtain your own Workman Compensation Insurance. The Company makes no guarantees regarding service area or work order Assignments.
3. Each assignment of picking up and delivering of freight to the required destination will constitute a new contract, however any and all future services to be performed by you would be governed by this one Agreement/Contract, unless modified or changed by the Company. For which a written notice would be given to you by the Company. However either you or the Company may at any time terminate this Agreement/Contract with or without cause. However Once the assignment is undertaken by you, you must transport the cargo to the specified destination and immediately bring the Tractor-Trailer Truck with or without the cargo back to the Company yard facility. In the event you refuse to pick up the cargo at the designated service area and terminate the contract by bringing the Tractor-Trailer Truck empty to the Company yard. You will be liable to the Company for all fuel charges. If you abandon the Tractor-Trailer Truck in case of termination by you, you will be liable for any and all charges the Company is going to incur in either delivering the cargo or bringing the Tractor-Trailer Truck back to the Company Yard. The Company at this point would be within its right to deduct these charges either from your escrow account (which is discussed later) or your final compensation or both. If the charges are more then what is total due you. The Company would invoice you for the difference. Your prompt payment to the Company would be expected in order to avoid any legal action against you.
4. You will have the right to undertake or refuse any assignment that the Company would require of you as a Sub Contractor. In case of refusal, this Contract/Agreement signed by you would remain valid for any other future assignments, unless specifically changed or revoked by the Company.
5. You will be required to read the Bill of Lading carefully, to determine the consignment correctly, which is not limited to inspection of goods and inventory count, to make sure the correct goods coincide with description indicated on the Bill of Lading and also ensure that all shipping documents(i.e. Manifest, Security Seal Sheet, Bill of Lading Shipping Orders or Freight Bills) required to move with shipment is available for inspection and that proper paperwork accompanies



shipment when delivered and you will be fully responsible, liable and held accountable for the damage or loss (theft of fuel or other removable attachments which are part of Tractor-Trailer Truck) caused to the Tractor-Trailer Truck or the cargo due to your negligence, to the extent of deductible if covered by insurance and for the full amount if not covered by insurance. In the event of picking up and delivering the wrong cargo, which does not match with the shipping documents, you will be fully liable for total costs and expenses, that the Company would incur in picking up and redelivering the correct cargo. You would give the Company the irrevocable right to deduct the cost of all such unreimbursed damages from your escrow account (which is discussed later) or your earnings or both.

6. It is very Important that you will maintain true and correct records, required for compliance with Local, State and Federal regulations including Driver Logs, Record for Fuel Purchases, Mileage Records and other records required by Law and the Company's "Log Book Maintenance requirements" which is attached and hereby made part of this Agreement/Contract and acknowledgement process, to qualify you to be able to work as a Subcontractor for the Company.
7. You will Inspect Tractor-Trailer Truck for defects and safe operating conditions, and all required placards by all authorities are in proper place on the Tractor-Trailer Truck before, during and after trips and you must submit a written report on the condition of the Truck-Trailer Truck at the end of each trip. At the end of each Trip or tour of duty the Tractor-Trailer Truck has to be properly cleaned and detailed and all personal property owned by you removed. The Company would not be held responsible for any kind of loss or damage to your personal property.
8. You must have knowledge of Department of Transportation Regulations governing safe driving, hours of service, inspection and maintenance and transportation of cargo and the Company's Safety Policy which is attached and made part thereof.
9. You will be required to maintain an escrow account in the amount of \$_____ at all times with the Company as a security against damages and losses incurred and paid by the company due to your negligence. You can pay the required amount all in one lump sum or by signing of this agreement you give the Company permission to deduct as partial payment from your future earnings. The amount of deduction will be \$_____ and will continue till the required balance of escrow has been attained. In case of any deductions that are made from the escrow fund, for the losses and damages incurred and paid by the Company on account of your negligence or on your behalf. The Company will again start deducting the above stated amount from your earnings till the minimum required escrow amount is attained. In the case of termination of this agreement either by you or by the Company. You will be reimbursed the balance of the escrow amount within 45 days from the date of termination along with a final statement showing all activities if any of all additions and all deduction of losses incurred by the Company due to your negligence from your start date till termination. In case of any errors or omissions or discrepancies or



any other disagreements in the final statement that are noted by you, you would have 30 days or earlier from the date of the final statement to either claim reimbursement for errors and omissions or protest or challenge a loss deduction that we made for losses and damages that were incurred and paid by the Company due to your negligence, in writing. Any claim that is made by you after the 30 day period will be null and void.

10. You will be paid on per mileage basis as compensation for your services at the rate of \$ _____ US Cents per mile, for total distance travelled from the point of pickup of the freight to the point of delivery of the freight to the specified destination. The rate could be changed or modified at either party's request. However any changes to the compensation amount will have to be written and mutually agreed upon and signed in order for it to be effective. Any detention time if any or dead head Miles if any, would be paid at a separate rate/amount, to be mutually agreed upon.
11. Any and all advances made to you by the Company, would be automatically deducted from next immediate compensation to be paid to you, unless separate arrangements are made in advance regarding the terms of payment.
12. Any and all out of pocket expenses incurred and if paid by you at the Company's behalf during the course of your assignment. (Interstate, Tolls, Bridge Tolls, Weight Tickets, Use Tax Stickers, Refueling Cost) You will be reimbursed in a timely manner.
13. This Agreement/Contract shall be construed in accordance with the laws of the State of Michigan without regard to any conflicts of law's provisions and the obligations, rights and remedies to the parties shall be determined in accordance with the Laws of the State of Michigan except to the extent preempted by Federal Law. You also agree and consent that all actions and proceedings relating directly or indirectly to this agreement that results in litigation in the court of law, shall be litigated in courts within the State of Michigan county of Macomb I have carefully read and understand Company's Rules, Regulations, Policies, compensation amount for services And operating procedures as stated above along with my review and understanding of the content of all attachments as part of my Agreement/Contract.



I have read the above release and I give permission to obtain information about me from Previous employers, state agencies, and any investigative background checks. I declare under penalty of perjury that all information provided in this application is true and complete to the best of my knowledge. I understand that untruthful, misleading or incomplete answers whether through misrepresentation, concealment, inadvertence, or mistake, are cause for denial of an initial Sub Contractor application or revocation of existing application and/or Contract if found in violation in any way of Company's existing policy's, rules, regulations and operating procedures as stated above.

Signature: _____

Date: _____



Xfinity Freight Systems, Inc. is an equal opportunity Contractor and will not discriminate against any one on account of Race, Religion, Gender or Ethnic Origin