



CONTRACT AGREEMENT for DOT DRIVER RECRUITMENT SERVICES

The DOT Doctor desires to be your partner in your DOT Compliance efforts. We are there to assist you in every step.

You do what you do best and let the compliance issues to us!

Dear Client;

Thank you for allowing The DOT Doctor (TDD) to perform Driver Recruitment Services for your company. Services to commence upon signing of this agreement and last until the time that either party terminates the agreement in writing/email. Other services are available as agreed upon by both parties.

TDD is confident that our guidance and expertise will help your organization achieve and maintain the highest standard of compliance and safety in the most efficient and cost-effective manner. Please note that we are sensitive to the need for confidentiality as it relates to the management of your safety and compliance programs.

As you consider our services, please do not hesitate to call us with questions or for additional information.

Sincerely,

Isabella Sanchez
CFO / Partner
903-910-9075
isanchez@thedotdoctor.com

Driver Recruitment Services

The assigned Driver Recruiter will be in contact with _____ (main contact name) at _____ (email) to obtain driver requirements and other relevant information in reference to driver recruitment.

The DOT Doctor will be held harmless for any omissions or late submissions by client.

INVESTMENT

Client's investment in The DOT Doctor's Driver Recruitment Services is:

\$999* – per driver hired (any class and endorsement)

TERMS: 30-day trial then payment due before driver's 45th day from date of hire.

Payment received after the 45th day is subject to interest charges.

Discounts and tax applies as applicable.

* \$999 is a promotional rate good through Dec 30, 2017. If by Feb 14, 2018; 10 drivers were hired and retained; rate will lock in for all of 2018. Normal rate is \$2500 per hire of CDL-A driver w/o hazmat.

TERMS and CONDITIONS

- All services, unless otherwise stated, are payable in advance through company check, credit card or agreed upon method.
 - Autopay is available for monthly services.
 - A small surcharge is incurred if monthly invoicing and billing is required. (Not applicable to Driver Recruitment Services)
- Weekend services, when available, are at a \$500 surcharge.
- Rush services, when available, will incur a surcharge up to \$500 per service.
- Large projects will be estimated for time prior to commencement.
- Client will make a good faith effort to remain in compliance in all regards to DOT Regulations when engaged with our services.

DISCLOSURE

The DOT Doctor's services are intended to provide technical knowledge and support to the client. Recommendations are in an advisory capacity and are not to be considered as legal advice. The DOT Doctor agrees to use its best efforts to diligently perform the services set forth in any agreement entered but shall in no way be liable for any loss, damages, fines, penalties or forfeitures resulting from said services.

The DOT Doctor does not cover or verify compliance with every regulation stipulated by the regulatory bodies (FMCSA, DOT, IFTA, OSHA and other governing bodies) nor does it examine all records or physically inspect any of the client's vehicles, nor can it identify every workplace hazard. Client agrees to hold The DOT Doctor harmless against any and all losses, claims, damages and liabilities under any statute or at common law or otherwise.

There are no warranties, express or implied. In no event, shall The DOT Doctor be liable to client for loss of profits or economic loss, including special consequential or other similar damages arising out of any claimed of The DOT Doctor breach of its obligations under any entered agreements. The DOT Doctor acknowledges its responsibilities for the safekeeping of client records retained in the course of the performance of services. It shall, however, in no way be responsible for damage to those records resulting from fire, flood, natural disaster or other acts of God. The DOT Doctor shall not be liable for failing to fulfill its obligations due to causes beyond our reasonable control.

It is agreed that, except for recklessness, bad faith, willful malfeasance or violations of applicable law; The DOT Doctor, its officers, directors and employees/contractors shall not be liable for any actions performed or omitted to be performed or for any errors in providing services to the client. This means that The DOT Doctor is not liable for acts, omissions or errors that are found to be negligent but that do not constitute recklessness, bad faith, willful malfeasance or violations of applicable law.

The DOT Doctor specifically disclaims responsibility for losses, damages, fines, penalties or forfeitures resulting through the nonperformance of services due to client's failure to timely fulfill its responsibilities under any of our agreements. The DOT Doctor's services under these agreements are not intended to provide advice or obtain authority for the transportation of hazardous materials.

Client shall reimburse The DOT Doctor for expenses directly incurred on the client's behalf and provide adequate advance monies as directed by The DOT Doctor to cover anticipated expenditures and/or services.

Materials used for training or presentations are copyrighted by The DOT Doctor. They may be used only under written permission by the client. The information presented and distributed is dated material and subject to change without notice. The DOT Doctor does not assume responsibility for informing the client of any future changes or corrections the material due to a change in government regulations or otherwise. The presentation materials utilized by The DOT Doctor, regardless of media, are not considered as a client deliverable. The DOT Doctor retains the copyright to any of its proprietary materials used in conjunction with any agreement unless otherwise specified in writing.

Payment for invoiced fees and expenses are due and payable upon receipt of invoice. Services via monthly agreement are expected to be paid no later than the 5th of each month as long as the agreement is in effect. Driver Recruitment services are due within 45 calendar days of the date of hire of said driver. The DOT Doctor reserves the right to suspend services upon non-payment of invoices or monthly fees by the client. Payment terms are Net upon Receipt of Invoice. The DOT Doctor will be held harmless in the event of cessation of services for non-payment by the client. Instructions for cessation of services are included with each offering and vary by each service type.

Client acknowledges that The DOT Doctor has allocated resources to complete the services engaged hereunder. In the event that the client cancels or delays The DOT Doctor's performance of the services less than 21 days prior to the scheduled date, the client agrees to pay The DOT Doctor for any travel and/or miscellaneous costs incurred and it is understood that the cancelled date(s) will be considered part of the work performed under the contract. Hence; the day(s) scheduled are forfeit.

If a service contract is entered into; the initial contract is for twelve (12) months on auto renewal. All agreements renew monthly unless a cessation notice, as stated in each individual agreement, is received as directed. Invoicing will be done via email and due the 15th of the month prior to service. Payment is accepted via credit card or company check, either in person or by mail prior to the due date. Late fees are applied and service suspended upon non-payment/non-clearing of payment by 1st of the month. IFTA related services are paid monthly but under a quarterly agreement. All other services may be terminated with a 30-day notice effective the first of the following month. IFTA related services will terminate on the first of the new quarter. The DOT Doctor reserves the right to modify prices and/or services for any renewal period by providing a 15-day notice prior to the renewal date.

No surprise costs with our Service programs. All fees (unless clearly noted), including travel up to 100 miles of Kemp, TX, are already included in the monthly rate. Onsite visits may be at any location. Travel fees outside the 100-mile area are as follows:

- Travel fee is \$500 + \$500 per day onsite for destinations 101 - 1000 miles from KEMP, TX
- Travel fee is \$750 + \$750 per day onsite for destinations 1001 - 2000 miles from KEMP, TX
- Travel fee is \$1000 + \$1000 per day onsite for destinations 2001 - 3000 miles from KEMP, TX or in areas designated as "high cost" such as Los Angeles, NYC or San Francisco
- Destinations in excess of 3000 miles: travel fees will be determined at time of booking
- Travel to multiple locations during one booking (i.e. various terminals) will be based upon furthest location or average of all distances

Additional fee charges may include:

- Scan and set up of files into a digital system is \$50/file
- Exceeding terminated driver count
- MVR pull fees
- PSP fees
- Background check fees
- Certified Mailings
- Shipping and Handling
- Additional services (available at up to a 25% reduction based upon service level)
- (This is a sample listing and not an all-inclusive list of potential additional fees.) Client will be advised prior to service.

Annual rates available on all service offerings for additional savings.

All agreements may be terminated by a party at any time if the other party fails to fulfill any term or condition of said agreement (Default). In the event of a default, the non-defaulting party may send notice to the defaulting party identifying the Default and that the agreement will be terminated unless the Default is cured within 15 days or such period as specified in said notice. If the Default is not timely cured, the agreement will terminate without further notice, which is expressly waived hereby. The defaulting party will be responsible for and pay to the non-defaulting party and all legal and/or collection costs incurred by that party in collecting monies due pursuant to this or any agreement.

Upon such termination, The DOT Doctor shall conduct an inventory of the work performed prior to the termination effective date. If the value of the work performed (based upon The DOT Doctor's standard rates) exceeds the monthly program fees already paid by the client, The DOT Doctor shall prepare and deliver to the client a final invoice for the amount due. The client shall pay The DOT Doctor the balance due for the work performed prior to such termination in accordance with the payment terms herein. Legal fees may apply where applicable.

ACCEPTANCE

This offer shall become a binding agreement between the client and The DOT Doctor upon written acceptance by The DOT Doctor at its home office in Kemp, Texas.

SERVICE(s) CHOSEN

☐ FMCSA/BASIC Training ☐ Mock Audit/Assessment Onsite ☐ Mock Audit/Assessment Offsite
☐ Tax Prep Services ☒ Driver Recruitment ☐ Other Training Onsite ☐ Training Offsite ☐ Other (Specify)

We acknowledge and accept the agreement as outlined and authorize The DOT Doctor to proceed with implementation.

CLIENT

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____

PHONE: _____

DATE: _____

The DOT Doctor

Signature: _____

Isabella Sanchez
CFO / Partner
The DOT Doctor
21060 Laredo Lane
Kemp, TX 75156
sales@thedotdoctor.com
903-910-9075

Date: _____

