



Thank you for your interest in working for Continental Cartage. The following is our Owner Operator application package which includes the mileage and hourly rates we pay operators and a brief overview of what we offer.

Our rates range from \$1.38 - \$1.60 per mile depending on the destination and trailer size, plus plates, insurance, and fuel rebate. After three months you are eligible to receive a safety bonus of an additional \$0.02 per mile. We pay a flat rate of \$1,100 - \$1,400 for our Acheson, AB to Anzac, AB runs. Over-dimensional loads are paid a bit extra per mile, depending on the size. Plus, you will be paid a rate of \$50.00 per hour, following the criteria for loading and unloading. After three months of service you are able to buy into our medical and dental benefits program.

Our owner operators generally average just over 12,500 miles per month. We would like for all trucks to do a minimum of 10,000 miles per month and home time is totally your choice. We request you provide us with one week's notice and our dispatchers will do their best to get you home when requested.

We are strictly a flat deck company, so it if fits on a deck then we will haul it. We require all of the following for your application to be considered:

- **A minimum of two years deck experience (or qualify for our mentoring program) and Super B experience**
- **Application package to be completely and properly filled out**
- **A recent Commercial Driver Abstract showing no more than 6 demerit points**
- **A recent Criminal Record search**

**We also require copies of the following:**

- **Driver's license**
- **Bill of sale for truck**
- **Safety inspection for truck**
- **Company registration/incorporation letter**
- **Workers Comp letter**
- **Voided company cheque**
- **Photo of your truck from all four sides showing required equipment**

Upon passing your reference checks we then schedule you for a Drug/Alcohol test, followed by an on-road evaluation. Once everything is completed and you have passed all requirements, we arrange a driver orientation in Acheson, AB, which takes about three days.

**You must also have all the following equipment on your truck prior to your employment start date:**

- 25 straps (4 inch with D ring)
- 10 chains (grade 70) 3/8" 20 feet long
- 10 binders (ratchet)
- Tarps (Finance Available)
- Head ache rack
- Your personal PPE (hard hat, reflective vest, safety glasses and steel-toe boots (above the ankle))



*You must (after 90 days probation) have an over dimensional kit consisting of:*

- 6 fifty foot long 4-inch belts with D-ring
- 25 foot tape measure
- 100 foot tape measure
- 8 flags
- Over Dimensional signs (Oversize and D-Sign)
- Over Dimensional lights magnetic (2 red & 2 amber) with extra batteries
- Magnetic beacon(s) for rear of load
- Wide load mirrors

As part of the Continental Cartage team you will be working with a company that believes in maintaining a high level of safety not only to our drivers but also to the public. We are proud to participate in the COR program and are a member of the PIC program.

COR (Certificate of Recognition) is awarded to an employer that has developed health and safety programs that meet established standards. This means you as an Owner Operator will be working with a company whose health and safety management system has been evaluated by a certified auditor and found to meet Partnership standards.

PIC (Partners in Compliance) members are a prestigious group of carriers, whose passion is safety. PIC established benchmarks and relies on its mandatory monitoring to ensure member companies maintain the qualifications and commitment required of all PIC carriers. As an Owner Operator with Continental Cartage you will need to agree and work by all our safety policies and procedures to maintain both our COR and PIC levels of safety.

If you have any questions or concerns, please contact me. Otherwise, please fill out the application and return it to us along with all required documents. We look forward to you driving for Continental Cartage Inc.

Thank You,

Recruitment and Retention Manager

[recruiting@continentalcartage.com](mailto:recruiting@continentalcartage.com)

Toll free: (877) 452-9414 ext. 8706

Office: (780) 637-8706

Fax: (780) 447-2292



**CONTINENTAL CARTAGE INC.**  
**689803 ALBERTA LTD.**  
**25245 111 Ave**  
**Acheson, AB**  
**T7X 6C8**  
**780-452-9414 Ext. 8706**  
**Fax: (780) 447-2292**

**APPLICATION FOR EMPLOYMENT**

DATE \_\_\_\_\_ SOCIAL INSURANCE NUMBER \_\_\_\_\_

POSITION APPLIED FOR: \_\_\_\_\_ PERMANENT [ ] TEMPORARY [ ]

NAME: \_\_\_\_\_  
                    SURNAME                    FIRST                    MIDDLE

DATE OF BIRTH: \_\_\_\_\_ PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ HOW LONG? \_\_\_\_\_  
                    STREET            CITY            PROV            POSTAL CODE

**ADDRESS FOR PAST THREE YEARS:**

\_\_\_\_\_ HOW LONG? \_\_\_\_\_  
STREET            CITY            PROV            POSTAL CODE

\_\_\_\_\_ HOW LONG? \_\_\_\_\_  
STREET            CITY            PROV            POSTAL CODE

\_\_\_\_\_ HOW LONG? \_\_\_\_\_  
STREET            CITY            PROV            POSTAL CODE

**(ATTACH SHEET IF MORE SPACE IS NEEDED)**

**EXPERIENCE AND QUALIFICATION – DRIVER**

**1. DRIVER LICENSES:**

PROV/STATE	LICENSE #	TYPE	EXPIRATION DATE

**\*NOTE:** A current abstract must accompany this application.



**2. DRIVING EXPERIENCE:**

CLASS OF EQUIPMENT	TYPE OF TRAILER OR EQUIPMENT	DATES	APPROX. NO. of MILES or YEARS
<b>Straight Truck</b>			
<b>Tractor &amp; Semi-Trailer</b>			
<b>Tractor – Two Trailers</b>			
<b>Flat Deck</b>			
<b>Reefer Van</b>			
<b>Other</b>			

**3. ACCIDENT RECORD FOR PAST 3 YEARS OR MORE (Attach sheet if more space is needed):**

DATES	NATURE OF ACCIDENT	FATALITIES	INJURIES
<b>Last Accident</b>			
<b>Next Previous</b>			
<b>Next Previous</b>			

**(Attach sheet if more space is needed)**

- a. Have you ever been denied a license, permit or privilege to operate a motor vehicle?  
Yes \_\_\_ No \_\_\_
- b. Has any license, permit or privilege ever been suspended or revoked?  
Yes \_\_\_ No \_\_\_
- c. Do you have any disabilities that would restrict/impede your ability to perform the duties associated with the position?  
Yes \_\_\_ No \_\_\_

**4. SAFETY VIOLATION RECORD FOR PAST 5 YEARS OR MORE (Attach sheet if more space is needed):**

DATES	NATURE OF VIOLATION	JURISDICTION	CONVICTED?
<b>Last Violation</b>			
<b>Next Previous</b>			
<b>Next Previous</b>			

**(Attach sheet if more space is needed)**

**TRACTOR (FINANCIAL)**

FINANCED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

MONTHLY PAYMENTS: FIRST \_\_\_\_\_ SECOND \_\_\_\_\_

BALANCE OWING: \_\_\_\_\_

ARE PAYMENTS CURRENT: YES \_\_\_\_\_ NO \_\_\_\_\_



**EMPLOYMENT RECORD (Attach sheet if more space is needed) Employer contact information must be included.**

**NOTE: DOT Requires that Employment for at Least 5 years and/or Commercial Driving Experience for the past 10 years be shown.**

**LAST EMPLOYER:**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSITION HELD \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_ SALARY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

REASON FOR LEAVING \_\_\_\_\_

**SECOND LAST EMPLOYER:**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSITION HELD \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_ SALARY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

REASON FOR LEAVING \_\_\_\_\_

**THIRD LAST EMPLOYER:**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSITION HELD \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_ SALARY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

REASON FOR LEAVING \_\_\_\_\_



**EDUCATION**

CIRCLE HIGHEST GRADE COMPLETED: 1 2 3 4 5 6 7 8 9 10 11 12 COLLEGE: 1 2 3 4

LAST SCHOOL ATTENDED \_\_\_\_\_  
(NAME) (CITY)

SHOW SPECIAL COURSES OR TRAINING THAT WILL HELP YOU AS A DRIVER: \_\_\_\_\_

WHICH SAFE DRIVING AWARDS DO YOU HOLD AND FROM WHOM? \_\_\_\_\_

**\*\*\*\*Continental Cartage Inc./68903 Alberta Ltd. Requires that a current drivers abstract, criminal record check, and WCB Clearance letter (for Owner Operators) (each of which are not more than 30 days old) be returned with this document when completed \*\*\*\***

**TO BE READ AND SIGNED BY THE APPLICANT**

**I AUTHORIZE THE INVESTIGATION OF ALL STATEMENTS CONTAINED HEREIN. I UNDERSTAND THAT MISREPRESENTATION OR OMISSION OF FACTS CALLED FOR IN THIS APPLICATION MAY BE CAUSE FOR CANCELLATION OF THIS APPLICATION AND/OR DISMISSAL FROM THIS COMPANY IN THE FUTURE.**

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE



**TO BE READ AND SIGNED BY THE APPLICANT**

**I AUTHORIZE YOU TO MAKE ANY INVESTIGATIONS OR INQUIRIES INTO MY PERSONNEL, FINANCIAL, OR MEDICAL HISTORY AND OTHER RELATED MATTERS THAT MAY BE NECESSARY TO ARRIVE AT A DECISION REGARDING MY EMPLOYMENT.**

**I ACKNOWLEDGE THAT INFORMATION I HAVE PROVIDED MAY BE USED, AND MY PREVIOUS EMPLOYERS CONTACTED, FOR THE PURPOSE OF INVESTIGATING MY BACKGROUND.**

**I RELEASE ALL PERSONS FROM LIABILITY IN RESPONDING TO INQUIRIES MADE IN CONNECTION WITH THIS APPLICATION.**

**IF I AM HIRED, I UNDERSTAND THAT FALSE OR MISLEADING INFORMATION GIVEN IN THIS APPLICATION OR SUBSEQUENT INTERVIEW(S) MAY RESULT IN TERMINATION OF EMPLOYMENT.**

**I ALSO UNDERSTAND THAT I AM REQUIRED TO ABIDE BY THE RULES AND POLICIES OF THE COMPANY.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**HIRING RECORD**

**DATE APPLICANT HIRED** \_\_\_\_\_

**DATE APPLICATION REJECTED** \_\_\_\_\_



Employer: Continental Cartage Inc./689803 Alberta Ltd.

Date: \_\_\_\_\_

**To Whom It May Concern**

**RE: Authorization to Obtain Driver Record Abstract**

I hereby authorize you to use Alberta Motor Transport Association as your agent to obtain a search and abstract of my Driver record from the Alberta Solicitor General Motor Vehicles Division and I hereby authorize Alberta Trucking Industry Safety Association to a search and abstract of my Driver Record and to release the search results and abstract of my Driver Record to you for your records.

The following is provided in connection with the above mentioned search:

Name: \_\_\_\_\_

Date of Birth (yyyy/mm/dd) \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Province or State of Issue: \_\_\_\_\_

Yours truly,

\_\_\_\_\_  
Employee Signature

**Note: The Alberta Motor Transport Association (AMTA) does not maintain Driver Abstract Records. When trucking firms request abstracts from AMTA Truck Safety, AMTA Truck Safety in turn, requests those abstracts from the Motor Vehicle Division using the AMTA Truck Safety online system. All information is held in strict confidence. Information is released only to the company specified on this release form. This route is intended to speed the processing of abstracts and ease the burden of processing Abstracts placed on Motor Vehicle Branches.**





**NOTICE TO OWNER OPERATORS, DRIVERS  
AND  
CONTRACTORS  
OF  
CONTINENTAL CARTAGE INC./689803 ALBERTA LTD.**

Continental Cartage Inc./689803 Alberta Ltd Drug and Alcohol Policies apply to all Drivers who have applied for a position or are currently driving in the United States. Drivers applying for a position on the Canadian Fleet will submit to a pre-employment drug test as a condition of employment. The Drug and Alcohol random testing program will also be binding upon any current and all future operators contemplating operating in the United States after June 1, 1996 and has been specifically designed to ensure that you remain in compliance with US DOT operating regulations.

The purpose of the Policy is to eliminate, to the greatest extent possible, the dangers and negative effects of alcohol and drug abuse in the work place. Among the measures included in the Policy will be the prohibition of the possession or consumption of alcohol or illicit drugs, or the misuse of prescription or "over the counter" drugs, while on any CONTINENTAL CARTAGE INC. work site or while conducting any business on behalf of CONTINENTAL CARTAGE INC. As part of the Drug and Alcohol testing program specifically authorized representatives of the company reserve the right to conduct searches of the person and property of anyone entering onto any CONTINENTAL CARTAGE INC. work site, and reserve the right to require any person conducting business on behalf of CONTINENTAL CARTAGE INC. to submit to a urine and or breath test.

As a contractor for CONTINENTAL CARTAGE INC./689803 ALBERTA LTD. You may be required to permit searches of your equipment, or to submit to a request for urine and/or breathe test. Any failure to comply with the policy will result in the individual concerned being removed from the work site, and may result in the suspension or cancellation of the contract between the employer and the contractor.

**ACKNOWLEDGEMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



CONTINENTAL CARTAGE INC./689803 ALBERTA LTD.

ACKNOWLEDGEMENT/CONSENT/RELEASE

ACKNOWLEDGEMENT

I acknowledge that I have received instruction and information regarding CONTINENTAL CARTAGE INC./689803 ALBERTA LTD's Drug and Alcohol Policy. I understand and accept that compliance with this policy is a condition of employment.

CONSENT

I hereby give my voluntary consent for the medical representatives or designate of CONTINENTAL CARTAGE INC./689803 ALBERTA LTD to collect urine and/or breath samples from me. I also give consent to test the samples for alcohol, drugs and controlled substances, and to conduct any other tests necessary for the implementation and enforcement of the company's Drug and Alcohol Policy.

AUTHORIZATION TO RELEASE INFORMATION

I authorize CannAmm to release all negative test results to my employer and to the Medical Review Officer if the results are positive. I also agree that the Medical Review Officer may consult with my personal physician and any other health professional, for information as to whether the positive results are consistent with the non-medical use of drugs. The Medical Review Officer will inform the CONTINENTAL CARTAGE INC./689803 ALBERTA LTD Employer Designated Representative of his/her decision on the test results.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witnessed by (Print)

\_\_\_\_\_  
Witnessed by (Signature)



25245 111 Ave  
Acheson, AB  
T7X 6C8  
(780) 452-9414

Record of Violations/Review

\_\_\_\_\_  
Name

Please list all traffic violations (other than parking violations) for which you have been Convicted or forfeited bond or collateral during the past 5 years.

If no violations are listed please read and sign the following declaration:

I, \_\_\_\_\_, certify that I have not been convicted or forfeited bond or collateral on any violation during the past 5 years.

\_\_\_\_\_  
Signature

Violations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach sheet if more space is needed)

I certify that all violations that I have been convicted of or have forfeited bond or collateral for during the past 5 years have been listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Office use ONLY

The above violations have been reviewed with the Applicant/Employee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

APPENDIX "A"  
SCHEDULE OF RATES

Mileage & Hourly Rates Effective April 08, 2013

	<u>Base Rate</u>
<b>(a) <u>Alberta, Saskatchewan, Manitoba, Northwest Territories</u></b>	
5 axle	\$1.38 per mile
6 axle (Tridem)	\$1.40 per mile
7 axle (B Trains)	\$1.45 per mile
8 axle (Super-B)	\$1.52 per mile
<b>(b) <u>British Columbia, Yukon, Ontario, Quebec, New Brunswick, Nova Scotia and PEI</u></b>	
5 axle	\$1.40 per mile
6 axle (Tridem)	\$1.42 per mile
7 axle (B Trains)	\$1.47 per mile
8 axle (Super-B)	\$1.54 per mile
<b>(c) <u>United States (All States)</u></b>	
5 axle	\$1.40 per mile
6 axle (Tridem)	\$1.42 per mile
<b>(d) <u>Dempster Highway Rate</u></b>	
5 axle	\$1.42 per mile
6 axle (Tridem)	\$1.45 per mile
7 axle (B Trains)	\$1.50 per mile
8 axle (Super-B)	\$1.60 per mile
<b>(e) <u>Flat rate Fort McMurray and Anzac loads</u></b>	
	\$1100.00 Tandem/Tridem
	\$1400.00 Super-B
<b>(f) <u>Hourly Rate</u></b>	
	\$50.00 (BOL must be signed by Shipper and/or Consignee)
<b>(g) <u>Safety Bonus</u></b>	
Accident/claim free, Violation free	\$0.03 per mile (paid out quarterly) After the 2 <sup>nd</sup> quarter

Signature:

Date:

**\*\*\*Plates, Insurance FSC**

- 1) Equivalent Compensation with FSC, Safety Bonus, Licensing and Insurance cost applied to base rate.
- 2) Fuel rebate based upon the Freight Carrier Association of Canada.
- 3) The fuel rebate percentage is changed weekly to reflect current fuel prices with the percentage applied to the base rate and paid to the Owner Operators.
- 4) All Licensing and insurance cost are borne by the company

**Hourly Rates: Work** Hourly rate will be paid subject to the following criteria for loading and unloading as long as the bill of lading is signed legibly by authorized personnel of the consignor or consignee; therefore, the extra hours can be validated.

<u>Trip length (Miles)</u>	<u>Loading Hour</u>	<u>Unloading Hours</u>
0-149 miles	All hours paid	All hours paid
150-499	1 hour unpaid	1 hour unpaid
500 plus	2 hours unpaid	2 hours unpaid

**Layover:** If you are empty at a location other than domicile for more than 24 hours after a scheduled Unload time, Continental will at its discretion move you to a reload location and pay mileage **OR** pay you \$150.00 for each subsequent 24-hour period. If you choose **NOT** to take a load offered before or after the layover begins, the layover premium will not apply.

<b>Tarping</b>	Tarping rates Super-B or B-train	<b>\$75.00</b>
	Flat-bed or Step-deck	<b>\$60.00</b>

**Over-dimensional Rates**

Loads 8'7" >> 10' Wide	Mar 1 >> Oct 31	Nov 1 >> Feb 28
Or Loads 13'6" >> 14'6" High		
Or Loads 53' >> 60' Long	+ .02 per mile	+ .12 per mile
Loads 10'1" >> 12' Wide		
Or Loads 14'7" >> 15'6" High		
Or Loads 60' >> 70' Long	+ .05 per mile	+ .15 per mile
Loads 12'1" Wide +		
Or Loads 15'7" High +		
Or Loads 70'1" Long +	+ .10 per mile	+ .20 per mile

**Satellite Equipment**

Satellite equipment will be installed in all units licensed to 689803 Alberta Ltd/Continental Cartage Inc. The cost of equipment and installation will be borne by the company. 689803 Alberta Ltd/Continental Cartage Inc. are waving all cost for the use of the equipment.

A \$350.00 satellite charge will be assessed if the Owner Operators contract is less than one year in duration. Continental Cartage Inc shall hold \$4500.00 against the Owner Operator until the complete satellite system is returned to 689803 Alberta Ltd/Continental Cartage Inc.

The above mentioned satellite equipment is owned and maintained by 689803 Alberta Ltd/Continental Cartage Inc.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

**APPENDIX "B"  
SCHEDULE OF VEHICLE DESCRIPTION**

**All lines must be filled in**

For purposes of the aforementioned Contract, the Contractor provides the following described commercial highway tractor and licensing under the terms of the Agreement:

**VEHICLE:**

**Tractor, Straight Truck**

**Assigned Company Unit No. (Office use only)**

Make: \_\_\_\_\_

Model No: \_\_\_\_\_ Colour: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_ Serial No: \_\_\_\_\_

Engine (make and size): \_\_\_\_\_ Transmission: \_\_\_\_\_

Rear-end Ratio: \_\_\_\_\_ Tire Size: \_\_\_\_\_

Wheelbase: \_\_\_\_\_ Tractor Weight (w/fuel): \_\_\_\_\_

**Accessories:**

Engine Brake: \_\_\_\_\_ First Aid Kit: \_\_\_\_\_

Flares: \_\_\_\_\_ Fire Extinguisher: \_\_\_\_\_

Flags: \_\_\_\_\_ Tarps: \_\_\_\_\_

Load Securement Devices: \_\_\_\_\_

**Licensing and Regulatory:**

Registered Owner: \_\_\_\_\_ Lien Holder: \_\_\_\_\_

Commercial Plate No: \_\_\_\_\_ Copy of Registration: \_\_\_\_\_

Copy of CVIP Certificate: \_\_\_\_\_ Motor Carrier Plate No: \_\_\_\_\_

Licensed GVW: \_\_\_\_\_ Tare Weight (w/fuel): \_\_\_\_\_

Revenue Canada BN  
(Business Number): \_\_\_\_\_ GST Registration No: \_\_\_\_\_

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

**BETWEEN:** **689803 ALBERTA LTD.**  
**O/A CONTINENTAL CARTAGE**  
A body corporate having a Head Office in the City of Acheson, in the Province of Alberta, carrying on business under the Company name of "Continental Cartage Inc.", (hereinafter referred to as "Continental").

**PARTY OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/PROVINCE/POSTAL CODE

(hereinafter referred to as "Owner/Operator")

**PARTY OF THE SECOND PART**

**IN CONSIDERATION** of the mutual covenants and promises hereinafter contained, the parties hereto agree as follows:

- 1) The Owner/Operator agrees to haul cargo, exclusively for Continental in accordance with the instructions of Continental, using equipment and qualified Owner/Operator's as defined herein. Continental agrees to pay the Owner/Operator for services rendered on the basis contained in Clause 3.
- 2) **DEFINITIONS:**
  - a. "Equipment means that equipment described in Appendix "B" annexed hereto.
  - b. "Qualified Owner/Operator" is a person who:
    - i. Qualifies under and complies with, all laws and regulations in the jurisdiction in which he drives;
    - ii. Qualifies under and complies with all rules and regulations of Continental;
    - iii. Complies with the Terms of this Contract
- 3) **RENUMERATION:**
  - a. Continental shall maintain a holdback fund of Four Thousand Dollars (\$4,000.00) in the name of the Owner/Operator and to this end the Owner/Operator shall forthwith pay to Continental the sum of Two Hundred Fifty Dollars (\$250.00) per month for sixteen (16) months, or Continental shall be at liberty to withhold from the Owner Operator pursuant to Clause 3, up to and including the amount of Four Thousand Dollars (\$4,000.00);

Any monies due and owing to Owner/Operator from holdback will accrue an interest rate of 4.0% per annum.

- b. **SCHEDULE OF RATES** – See attached SCHEDULE OF RATES – APPENDIX “A”
  - c. Each trip shall be considered a separate work and wait period;
  - d. Continental shall provide a statement and shall pay the Owner/Operator on the 28<sup>th</sup> of each month, remuneration earned in the preceding calendar month, less any amount properly deducted for any holdbacks, advances and expenses. PROVIDED that any or all amounts due and owing to Continental may be withheld by Continental when acting in accordance with Clause 15 herein. The Owner/Operator shall within FORTY-FIVE (45) days, advise Continental in writing of any errors, omissions or discrepancies in the statement supplied and in default, then the Owner/Operator shall be estopped and barred from all rights and causes of action that might arise under and by virtue of such statement.
  - e. Upon termination of this Contract as provided herein, Continental shall within NINETY (90) days of such date, calculate what, if any, holdback remuneration is due to the Owner/Operator. PROVIDED that the Owner/Operator has complied with and performed all of the terms of this Contract and has returned to Continental all of the property of Continental, or of any person to who Continental is responsible, and has otherwise complied with all of the provisions of Clause 11 hereof, Continental will pay the said Remuneration less any amounts that may be properly deducted therefrom to the Owner/Operator within NINETY (90) days of the compliance by the Owner/Operator of the provisions herein.
- 4) **COSTS, EXPENSES, PREMIUMS, FEES, FINES, TAXES, EXCISES AND DUTIES:**
- a. The Owner/Operator is responsible for and shall pay any and all costs, expenses premiums, fees, fines, taxes, excises and duties related to the performance of this Contract by the Owner/Operator, whether such costs, expenses, premiums, fees, fines, taxes, excises and duties be imposed by statutory authority or not; PROVIDED that Continental on behalf of the Owner/Operator, may pay any costs, expenses, premiums, fees, fines, taxes, excises and duties for which the said Owner/Operator is liable hereunder, and Continental shall be entitled to deduct any amounts so expended from any amounts due and owing to the Owner/Operator pursuant to Clause 3 hereof.
  - b. Continental may pay any or all costs, expenses, premiums, fees, fines, taxes, excises and duties for which the Owner/Operator is liable under this Clause and may at its discretion seek reimbursement from the Owner/Operator or deduct expenditures from monies due and owing to the Owner/Operator.
- 5) **MAINTENANCE OF EQUIPMENT:**
- The Owner/Operator is responsible for and shall at his own expense, maintain and keep the equipment good, clean and in safe working condition in conformity with the laws of all jurisdictions in which the equipment is used. The Owner/Operator shall allow Continental to inspect the equipment and to carry out at the Owner/Operator’s expense, any repairs or maintenance which Continental reasonably deems necessary to achieve compliance with its rules and regulations and with the laws of the applicable jurisdictions.
- 6) **SECURITY INTEREST:**
- It is acknowledged and agreed that costs, expenses, premiums, fees, fines taxes, excises and duties, or repairs or maintenance expenses which Continental pays or incurs on behalf of the



Owner/Operator shall constitute debt or debts owing to Continental. The Owner/Operator hereby transfers, grants, assigns, mortgages, pledges, and charges, as and by way of a specific mortgage, pledge, and charge, and grants to Continental, a continuing Security Interest in all present and after-acquired Personal Property, Goods, Chattels, Chattel Paper, Securities, Documents of Title, Instruments, Money, or Intangibles, and all parts and accessories, attachments, accretions thereto together with any replacements thereof or substitutions therefore, and any Accessions and proceeds there from to secure payment of the indebtedness and performance of any and all obligations of the Owner/Operator to Continental. To the extent that Continental has given or gives Value for the purpose of enabling the Owner/Operator to acquire parts, equipment, tires or any other goods necessary to enable the Owner/Operator to carry out his duties hereunder. The Owner/Operator grants to Continental a Purchase-Money Security interest in such parts, equipment, tires, or goods and in the proceeds thereof.

**7) RULES AND REGULATIONS:**

The Owner/Operator shall abide by and be subject to all rules and regulations of Continental which are applicable to drivers of the Owner/Operator and Continental. Any servants, agents or employees of the Owner/Operator who refuse to conform to the rules and regulations of Continental shall, at the request of Continental, be replaced by the Owner/Operator, and if such replacement is not carried out, it shall be deemed a breach hereof.

Notwithstanding anything contained in the Clause, or in this Contract, the Owner/Operator and all of its employees, agents and servants shall be subject to each and every regulation issued from time to time by Continental, under the heading "VIOLATIONS – PENALTIES" and to the penalties prescribed in such regulations. If the Owner/Operator, its employees, agents and servants do not abide by or follow the penalties as prescribed, Continental at its option, may forthwith terminate this Contract by notice in writing to the Owner/Operator.

**8) ACCEPTANCE OF TRAILER AND CARGO:**

The Owner/Operator may refuse to accept for hauling any trailer or cargo which he reasonably deems to be unfit for hauling. Any trailer or cargo accepted for haulage by the Owner/Operator shall be deemed to be in good and non-defective condition, except as noted in writing by the Owner/Operator, at the time of acceptance. The Owner/Operator shall deliver the cargo to its destination and return the trailer to Continental both in the same condition as they were deemed to be at the time of acceptance by the Owner/Operator. If the cargo is not delivered in the same condition, or if the trailer is not returned in the same condition, the Owner/Operator shall be liable for the deficiency of the cargo or the trailer and Continental may deduct from remuneration due and owing to the Owner/Operator, an amount equal to the amount of the deficiency, as reasonably deemed by Continental.

**9) PASSENGERS:**

Under no circumstances will any lease operator be allowed to take passengers in his vehicle. Failure to comply with this policy will lead to disciplinary action, which may result in termination.

**10) COMPLIANCE WITH LAW:**

The Owner/Operator shall be in the performance of this Contract at all times with the laws of all applicable jurisdictions.

**11) REPORTS – LINE HAUL:**

The Owner/Operator shall from time to time and at such times as Continental may request, make reports as to the matters requested by Continental. The Owner/Operator shall ensure that each and every qualified driver employed by him or under his control, shall make and keep in his possession a daily log, in duplicate, all as prescribed by the Canada Labour Code and Regulations.

**12) CONTINENTAL'S INSIGNIAS & LICENSES:**

Upon termination of this Contract, the Owner/Operator shall forthwith remove all signs, insignias from the equipment to the full satisfaction of Continental, and shall forthwith return and surrender to Continental all license plates for refund and/or credit or transfer or sale of such licenses and other property of Continental, failing which Continental may retain the holdback fund until the said compliance.

**13) RELATIONSHIP OF PARTIES:**

The relationship of the parties hereto is intended to be that of independent Contractors. Except as otherwise provided herein, the Owner/Operator shall in all respects be responsible for the direction and control of his agents, servants, employees and equipment.

**14) TRUSTEE:**

If the Owner/Operator collects any monies on behalf of Continental, the Owner/Operator shall hold such monies as Trustee and shall give Continental a proper accounting of such monies received upon completion of the trip. The Owner/Operator agrees to indemnify and save harmless Continental of and from all pecuniary loss by reason of the failure of the Owner/Operator to make such a proper accounting as Continental shall deem necessary. Except as otherwise provided hereinbefore, the Owner/Operator shall not act as the agent of Continental.

**15) INDEMNIFICATION:**

The Owner/Operator agrees to indemnify and save harmless Continental of and from any loss, charge, expense, or damage suffered or incurred by Continental as a result of any act or omission of act of the Owner/Operator, or as a result of a breach of the terms of this Contract by the Owner/Operator. Continental may withhold all or part of the remuneration owing to the Owner/Operator, pursuant to Clause 3 herein, in order to ensure that Continental is indemnified and held harmless by the Owner/Operator, as provided for by this clause.

**16) WORKER'S COMPENSATION:**

It is expressly understood and agreed to between the parties hereto, that the Owner/Operator shall be responsible for any payments to or assessments from any Worker's Compensation Board involving the Owner/Operator, his employees, agents or servants. In the event that the Owner/Operator operates either solely or in part within the Province of Alberta, then the Owner/Operator shall open and maintain an account with the Alberta Worker's Compensation Board, and in default, this Contract may be forthwith terminated by Continental upon written notice to the Owner/Operator.

**17) LIABILITY TO SERVANTS OF OWNER/OPERATOR:**

Continental shall not be liable for any damages or compensation payable to any servant or other person in the employment of the Owner/Operator, in respect of any injury or loss sustained by

such servant or other person (save to the extent that such injury or loss resulted from any act or default of Continental, its employees, agents or servants), and the Owner/Operator shall keep Continental indemnified against such damages or compensation as aforesaid and against all other losses or claims for injury, death, damage to property (including the property of Continental), which may arise in consequence of the performance by the Owner/Operator of this Contract.

**18) INSURANCE:**

The Owner/Operator shall assume complete financial responsibility for the following:

- a. In the case of an accident or cargo claim the insurance deductible will be paid by the Owner/Operator on all tractor, trailer and third-party liability, up to the said deductible amount of **Four Thousand Dollars (\$4,000.00)** only. All claims in excess of this are payable by Continental and/or the Zurich Insurance Company, their insurance carriers.
- b. Continental Cartage Inc. shall pay the cost of insurance.

**Note:** It will be the responsibility of the Owner/Operator to notify Continental of any changes, modifications, cancellations, etc. Of any or all insurance policies or coverages.

**Safety Bonus:**

After three (3) months service with Continental Cartage Inc, the Owner/Operator will be entitled to a safety incentive of two (2) cents per mile, single operation, (based on the miles operated for Continental), for the preceding three (3) months, if the Company has no insurance claims on behalf of the driver during this three (3) month period and if (based on the Operator/carrier profile) there have been no infractions under the National Safety Code during this three (3) month period.

First Infraction	25% loss of rebate
Second Infraction	50% loss of rebate
Third Infraction	100% loss of rebate
Any preventable accident	100% loss of safety
Any insured claim	100% loss of safety

Any and all rebates will be reviewed with and paid to, the Owner/Operator on or before the 28<sup>th</sup> of the month following. Owner/Operators and their agents who wish to dispute the loss of Safety Incentive may do so by way of Safety Incentive Appeals Committee. This Committee will consist of management and at least 2 Owner/Operators or Drivers.

**19) LICENSES AND IDENTIFICATION:**

Continental shall, incur all license costs required by any statute for the Provinces of Alberta, British Columbia, Saskatchewan, Manitoba, Yukon, and the Northwest Territories, except for identification of motor vehicle devices required to be obtained pursuant to the Canada Labour Code and Regulations thereunder, which said devices the Owner/Operator undertakes and agrees to obtain.

**20) TERMINATION:**

Subject to the provisions of Clause 6 and 15 hereof, this Contract may be terminated by either party without cause, upon THIRTY (30) days of written notice to the other, such notice to be served by registered mail or delivered to the last known address of the other party.



In the case of Continental: 25245 111 Ave Acheson, AB T7X 6C8

In the case of the Owner/Operator: To his address as shown on Page one (1) of this Contract.

The THIRTY (30) day period shall commence from the date of posting or delivery, as the case may be. Either party to this Contract may change its address for notice by giving written notice of such change to the other party.

21) BREACH:

Should the Owner/Operator at any time during the continuance of the Contract, fail to deliver any cargo as directed by Continental, or otherwise breach the terms of this Contract, or commit or omit any act or deed, the commission or omission of which is prejudicial or detrimental to the business of Continental and in conflict with this Contract, then Continental may deem this to be a breach of this Contract and may at its option terminate the Contract forthwith. The Owner/Operator shall be liable for all costs and expenses which reasonably flow from the said breach.

22) CLAIMS BY OWNER/OPERATOR AGAINST CONTINENTAL:

The Owner/Operator shall within FORTY-FIVE (45) days of the date that a claim arises Against Continental by the Owner/Operator, submit to Continental a complete written Report of the claim. In the event that the Owner/Operator fails to file with Continental a written report as contemplated by this Clause, within the time limited, then the Owner/Operator shall be stopped and barred for all rights and causes of action that might arise under and by virtue of such claim.

23) ENTIRE AGREEMENT:

This Clause constitutes the entire agreement of understanding between the parties and shall not be modified, altered, changed or amended in any respect, except as provided in Clause 3(b) and 6, unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and year first above written.

689803 Alberta Ltd.
O/A CONTINENTAL CARTAGE

PER: \_\_\_\_\_

PER: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER/OPERATOR

NAME: \_\_\_\_\_

WITNESS

PER: \_\_\_\_\_

Appendix's A, B are attached hereto and form part of this Contract.