



SUBHAULER PACKAGE

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1. INTRODUCTION

On behalf of our team I want to welcome you to Insearch Corp. We are excited you have chosen to become a subhauler for Insearch Corp., we're confident that your experience here will be a rewarding one.

Insearch Corp. has been an industry leader in the management of materials delivery since 1993. We are dedicated to maintaining our excellent reputation by providing our customers with the highest quality service through honesty, integrity, and leadership, while taking a pro-active stance on teambuilding and creative problem solving.

We've perfected efficient processes and have a dedicated team willing to allocate the necessary resources to ensure each projects success. Subhaulers for Insearch Corp. are able to maximize their revenue potential each day as a result of our superior planning of routes, coordination of loading and unloading, in addition to the clear expectation of time management we emanate.

Insearch Corp. does not charge a brokerage fee; in addition, we pay subhaulers twice a month for services provided whether or not we have been paid. In exchange for this premium, we expect subhaulers to meet the same high standards as company trucks, including availability. We have enclosed several documents which detail expectations of you and your company. As outlined above efficiency is the key to the success for us as a team.

Please review and complete all of the required documents as described in this package. We have included a list of resource contacts within the company, please feel free to contact anyone of them should you have any questions.

We look forward to a long and mutually beneficial relationship!

Chad Beito
President

2. SUBHAULER HAULING AGREEMENT

This SUBHAULER HAULING AGREEMENT (this "Agreement") is entered into between Insearch Corp. an Arizona corporation and _____ ("Subhauler") as of the date set forth below. In consideration of the mutual covenants and agreements set forth herein, Insearch Corp. and Subhauler agree as follows:

2.1 Hauling Terms

Subhauler will load, transport and offload designated materials ("Materials") on specified dates and, if applicable" at specified times in accordance with verbal or written dispatches received by Subhauler from Insearch Corp. from time to time during the term of this Agreement. Subhauler may accept or reject any such dispatch at the time it is issued by Insearch Corp. Loading, transportation and offloading jobs dispatched by Insearch Corp. and accepted by Subhauler are collectively referred to herein as the "Work". Work shall be subject to the provisions of this Agreement.

2.2 Materials

Unless otherwise expressly agreed by Insearch Corp. and Subhauler, Materials shall not include, and Insearch Corp. agrees not to direct Subhauler to collect, transport or dispose of hereunder, radioactive, corrosive, volatile, explosive, highly flammable, biomedical, infectious, biohazardous, toxic or other hazardous materials as defined by applicable federal, state or local laws, regulations and ordinances. Insearch Corp. shall ensure the adequate and appropriate facilities and adequate ingress to load sites and disposal sites are available to allow Subhauler to perform its duties hereunder. Subhauler shall supply its own hauling equipment and personnel for the Work, including without limitations, suitable truck and properly licensed driver.

2.3 Compliance

Subhauler agrees to conduct all aspects of the Work in a good workmanlike manner in compliance with all applicable laws, regulations and ordinances, including, without limitation, the rules and regulations of the Environmental Protection Agency, Arizona Department of Transportation, federal highway authorities and the Occupational Safety and Health Administration. Subhauler shall be responsible at all times for ensuring, and represents and warrants to Insearch Corp., that its equipment is registered, licensed, operated and maintained in accordance with all applicable laws, regulations and ordinances, and its operators are properly licensed with the Arizona Department of Transportation and any other governmental or administrative authority that requires such licensing. Subhauler further represents and warrants that it has and shall maintain all federal, state and local permits and licenses required for Subhauler to lawfully perform the Work. Subhauler agrees that its equipment and its conduct with respect to the Work may be subject to inspection and approval of Insearch Corp.'s engineers or designated representatives at any time and Subhauler shall cooperate in all respects with such inspection and act diligently and to correct any operational or equipment-related violations or deficiencies found by such inspection.

2.4 Payment

Insearch Corp. shall pay Subhauler for any day's Work as per the Insearch Corp.'s pay schedule (see Section 4.4 of this package) or as currently amended, provided that Subhauler has submitted to Insearch Corp. appropriate records and other paperwork necessary to determine such payment. Insearch Corp.

shall communicate to Subhauler the rates for each dispatch of Work on or before such dispatch. If Subhauler fails to deliver to Insearch Corp. necessary Work-related records and paperwork within two (2) business days after the day of Work to which such records and paperwork apply, Insearch Corp. shall be entitled to deduct and retain two percent (2%) of Subhauler's payment for such Work to cover Insearch Corp.'s costs of customer billing delays resulting from such late delivery. If Insearch Corp. is not paid any amount by any customer of Insearch Corp. as a result of Subhauler's failure to timely deliver to Insearch Corp. necessary records and paperwork related to any Work, Insearch Corp. may cancel payment to Subhauler for such Work up to the amount unpaid by such Customer. In lieu of demanding payment, or if Subhauler fails to promptly comply with such demand, Insearch Corp. may offset and withhold against amounts payable by it to Subhauler for other Work the amount of such prior payment.

2.5 Payment Disputes

Any dispute or disagreement by Subhauler with respect to Insearch Corp.'s payment or non-payment of any amount due or alleged to be due for any Work performed by Subhauler must be raised in writing by Subhauler within thirty (30) days after the date on which the Subhauler provided such Work.

Subhauler's failure to raise such written dispute or disagreement within such time period will automatically and irrevocably result in Subhauler waiving its rights with respect to, and releasing and discharging Insearch Corp., its affiliates, directors, officers, employees, agents and representatives from any liability for, any amount contended by Subhauler to be payable to it in respect of such Work.

Subhauler represents and warrants that as of the date set forth below its signature on this Agreement, Subhauler does not have any outstanding payment dispute with Insearch Corp. and has been paid in full for all services performed by Subhauler for Insearch Corp. and/or any of its affiliates prior to the date set forth below Subhauler's signature, and Subhauler hereby releases and forever discharges Insearch Corp. and its affiliates and waives any and all payment or compensations-related claims that Subhauler has had, does have or may in the future have against Insearch Corp. or its affiliates with respect to any services provided by Subhauler prior to such date.

2.6 Insurance

Subhauler shall furnish to Insearch Corp. or its representatives upon request, at any time and from time to time before or during the performance of any Work, certificates of other documents attesting to the existence of worker's compensation coverage providing statutory limits and automobile and general liability insurance coverage with policy limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability, including, without limitation, coverage for sudden and accidental pollution of, or discharge of materials into, the environment, and contractual coverage for the indemnification provisions contained in this Agreement. All of such policies shall be primary and non-contributing and shall be with insurers reasonably acceptable to Insearch Corp. All of such policies shall be endorsed to name Insearch Corp. and its affiliates as additional insureds.

Subhauler shall notify the certificate holder at least thirty (30) days prior to cancellation of, or material change in coverage or limits on any policy covered in the certificate. If Subhauler fails to furnish or deliver any certificate or policy, or renewal thereof, to Insearch Corp. as herein required, or if such policy is modified or cancelled during the term hereof without Insearch Corp.'s written consent, Insearch Corp. may, without limitation of same constituting a default of Subhauler hereunder, purchase such insurance at Subhauler's expense, and Subhauler shall reimburse Insearch Corp. therefor on demand (with

Insearch Corp. being entitled to withhold such reimbursable expense from any amounts payable by Insearch Corp. to Subhauler for any Work). Insearch Corp. and Subhauler waive all rights of recovery against the other and against the affiliates, directors, officers, partners, employees, agents and representatives of the other, on account of loss to the waiving party, to the extent that such loss or damage is insured against and proceeds of such insurance are promptly paid therefor; provided, however, that this waiver of subrogation shall not be valid if it would eliminate or substantially reduce the coverage provided by an insurance policy. Failure to provide adequate coverage will in no way limit the liability of the Subhauler.

2.7 Acknowledgement of Subhauler re Safety – Risk

Subhauler acknowledges and is aware that disposal sites may handle residential, commercial, industrial, and/or other waste materials, and Subhauler knowingly and voluntarily assumes all risk of injury and damage to Subhauler, its employees, subcontractors, and agents, and to its and their equipment and other property, caused by exposure to such waste materials while at or about any disposal site. Subhauler covenants and agrees to advise fully all of its employees, subcontractors, agents and others working for Subhauler at any disposal site of such risks and of all necessary environmental, safety and health procedures required by applicable state, federal or local laws, regulations and ordinances, and any rules, regulations or operating guidelines published or posted by Insearch Corp. or disposal site operators. In addition, Subhauler agrees to fully acquaint itself with, and be responsible for its actions (including the actions of its employees) in respect of, all physical and non-physical conditions relevant to the performance of any Work, including Work site conditions. Subhauler, for itself and its directors, officers, employees, agents, representatives and subcontractors, assumes all risks associated with the performance of any Work, including, without limitation, Work site conditions and transportation-related hazards such as weather, road conditions and environmental contamination. Subhauler agrees to defend, indemnify, keep indemnified and hold harmless Insearch Corp., its affiliates and its and their respective officers, directors, employees, agents and representatives, from and against any and all claims, suits and actions by Subhauler, its employees, subcontractors, agents and others working for or with Subhauler based on, arising from or related or incidental to any such party's performance of any Work; provided, however, that such indemnification and hold harmless shall not apply to claims for loss damage, injury or death (i) caused by the gross negligence or willful action of Insearch Corp., or (ii) to the extent direction resulting from any breach of this Agreement by Insearch Corp., or (iii) directly resulting from Insearch Corp.'s failure to comply with applicable law.

2.8 Indemnification

Subhauler hereby agrees to defend, indemnify, keep indemnified and hold harmless Insearch Corp., its affiliates and its and their respective officers, directors, employees, agents and representatives from and against any and all claims, amounts paid in settlement of claims, damages, judgments, obligations, losses, costs and expenses (including, without limitations, reasonable attorneys' fees and expenses), interest, penalties, fines (including overweight tickets) and liabilities whenever arising or incurred based on, arising out of or related or incidental to any claim for loss or damage to property (be it of Insearch Corp., Subhauler or any other person or entity), personal injury or loss of life (including, without limitation, injury to or loss of life of any employee of Insearch Corp. or Subhauler) or violation of law based on, arising out of or incidental to Subhauler's performance of the Work hereunder, any breach by Subhauler of this Agreement or any other negligent or willful act or omission of Subhauler or any of its

employees, agents, representatives or subcontractors. The foregoing indemnification includes, without limitation, claims, suits, actions, orders, and proceedings arising from actually or alleged damage or injury to the environment, or releases of pollutants into the environment, whether sudden or non-sudden, accidental or deliberate, and all costs of study, investigation, monitoring, remediation, clean-up and compliance in connection therewith, and any claims of toxic tort or diminution of property value. Insearch Corp. may set-off and withhold against amounts payable by it to Subhauler for any Work amounts equal to any indemnification claim made by Insearch Corp. hereunder in satisfaction of such claim.

2.9 Subhauler

Subhauler acknowledges and agrees that the Work shall be performed and furnished by Subhauler as an independent contractor and, except as expressly provided herein, under the sole supervision, management, direction and control of Subhauler in accordance with the terms and conditions of this Agreement. No employer/employee, partnership, joint venture, agency or other relationship shall exist, arise or be deemed to flow from or as a result of this Agreement or Subhauler's performance of the Work.

2.10 Time of the Essence

Dates and times set forth in this Agreement for the performance of the respective obligations of the parties hereto shall be strictly construed, time being of the essence of this Agreement.

2.11 Force Majeure

Except for the obligation to pay for services rendered or to pay any valid claim for indemnification or reimbursement, neither party hereto shall be liable for its failure to perform any obligation hereunder to the extent that such failure is the direct result of contingencies or circumstances beyond such party's reasonable control, including, without limitation, strike, lock-out or other labor disturbance (other than with respect to Subhauler or its employees), riot, war, terrorist act, sabotage, civil disturbance, fire, explosion, flood, act of God, injunction (other than injunction obtained or initiated by the party seeking the protection of this Section). Such contingencies shall not include equipment failure of Subhauler or any suspension, revocation or termination of any permit or license of a Party based on that party's failure to comply with applicable laws, regulations or ordinances.

2.12 Term – Survival

This Agreement shall become effective as of the latest date set forth below and shall continue indefinitely until Insearch Corp. or Subhauler gives written notice to the other of termination hereof.

2.13 General

This Agreement, including any exhibits, schedules, appendices or amendments hereto, constitutes the entire, final and complete agreement between Insearch Corp. and Subhauler with respect to the matters expressly set forth herein, and supersedes all prior agreements, contracts, proposals, representations, negotiations, and other communications, whether written or oral, with respect to such matters. Neither party hereto shall be bound by nor liable for any statement, representation is promise, inducement, or understanding of any kind whatsoever in respect of the matters set forth herein that not expressly set forth in this Agreement. Any conflict or inconsistency between this Agreement and any other

agreement relating to the Work (including, without limitation, any terms of service, statement or invoice provided by Subhauler before, in connection with or after the execution hereof) shall be determined in favor of and consistent with the provisions of this Agreement. Notwithstanding the absence of any conflict or inconsistency in provisions, any contract, invoice or other document or instrument presented by Subhauler to Insearch Corp. as being enforceable against or binding upon Insearch Corp. in connection with the matters set forth herein shall be void and of no force or effect unless signed by an authorized representative of Insearch Corp. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to conflicts of law principles. Any dispute arising with respect to or in connection with this Agreement or the Work shall be instituted only in the state or federal courts of Maricopa County in the State of Arizona. This Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto. Subhauler may not assign, delegate or subcontract its rights or obligations hereunder without the prior written consent of Insearch Corp. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision hereof prohibited or unenforceable in any respect. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give to any person or entity other than the parties hereto and their successors and permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in any such person or entity being deemed a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date set forth below:

Insearch Corp.

Subhauler

Signature: _____

**Chad Beito
President**

Name: _____

Title: _____

Date: _____

Date: _____

3. INSEARCH CORP. COMPANY INFORMATION

Contact Information:

8845 W. Hardy Dr.
Tempe, AZ 85284
Phone: 480.940.0100
Fax: 480.940.3338

Dispatch:

Gary Kovarik
Cell 602.723.7114
Phone: 480.940.0100 Ext. 106
gkovarik@insearchcorp.com

4. INSEARCH CORP. POLICIES AND PROCEDURES

4.1 Dispatch

It is critical that you are on time as scheduled by Insearch Corp. dispatch. Should an issue arise where you cannot meet the commitment, immediate communication to dispatch is required.

Dispatch will provide the following information by close of business prior to commencement:

- a. Insearch Job Number: used to inform the pit the job you are on and your reference for billing
- b. Load Time: is defined as expected departure time from the load site
- c. Load Material: if in a pit you load properly or possibly on a dirt job
- d. Job Paperwork: haul sheet and scale tickets
- e. Maps: a map to the job site and/or pit

The driver is responsible for ensuring the following is done at the end of each day

- a. Paperwork submittal:
 - i. To the customer: the pink copy of the Insearch Corp. haul sheet. If scale tickets are available provide the client with one copy while retaining the others for Insearch Corp.
- b. Notifying dispatch that the job has been completed

4.2 Paperwork Submittals

The timely submitting of the Insearch Job Paperwork is a critical step in our billing process and as a result a critical step in your payment process. All job paperwork must be submitted to Insearch Corp. at the close of business on the day of service. If the paperwork will/cannot be submitted to Insearch Corp. on that day, they must be submitted the following day by arranging with dispatch.

Per the SUBHAULER HAULING AGREEMENT Section 2.4, failure of Subhauler to deliver necessary Work-related records and paperwork within two (2) business days after the date of Work, Insearch Corp. shall deduct and retain two percent (2%) of Subhauler's payment for such work to cover the resulting cost of billing delays.

4.3 Submitting Invoices

Invoices should be totaled by job number, per truck, per day. Please include the quantity (i.e. tons, loads, hours) the rate and the total.

Email invoices to: acctpay@insearchcorp.com or Fax to 480.940.3338

4.4 Payment Schedule

Insearch Corp. pays Subhaulers on a bi-monthly basis. For the service period covering the first of the month through the 15th, checks will be issued on the first day of the following month. For the service period covering the 16th through the end of the month, checks will be issued on the 16th of the following month.

Invoices for the service pay periods are to be received on, or before, 10 calendar days after the service period ends. If an invoice is not received on or before the 10-day grace period, that invoice will be held and paid with the following pay period.

4.5 Job and Safety Expectations

Safety is a critical element in all phases of the job. Insearch Corp. expects that Subhaulers and their drivers will place a high emphasis on safety at all times.

Drivers are expected to wear the following personal protection equipment at all times:

- a. Hard hats
- b. Safety vests or reflective shirts
- c. Safety footwear
- d. Leg Protection in the form of long pants

Insearch Corp. expects all drivers to drive defensively, to obey all traffic laws and to stay on the haul route when provided one.

All drivers while under contact with Insearch Corp are expected to communicate professionally with all parties involved with the job including the customer, field personnel, other drivers, etc.

5. SUBHAULER DOCUMENTATION REQUIRED

The following information must be provided before a work assignment dispatch can begin:

5.1 Subhauler Hauling Agreement

The SUBHAULER HAULING AGREEMENT in Section 2 of this package must be signed.

5.2 Tax Information

Complete and return W-9 Form for tax purposes and to be used to prepare your 1099 at the end of the year. You must indicate a social security number or an Employer Identification Number (EIN) on the form as well as the name of your business (Payee Name).

5.3 Automotive and General Liability Information

Contact your insurance agent and have them either fax or mail us an original Certificate of Liability with Insearch Corp listed as additional insured. The amount of liability we require is \$1,000,000.00 minimum (see SUBHAULER HAULING AGREEMENT)

5.4 Workers Compensation or Wavier

Proof of Workers Compensation Insurance or Wavier file copies must be provided. Either of these documents is available through State Compensation Fund or your workers' compensation insurance company. (see SUBHAULER HAULING AGREEMENT)

5.5 Subhauler Company Information

Complete Section 6 of this package in full.

5.6 Subhauler Truck Information.

Complete Section 7 of this package in full.

6. SUBHAULER COMPANY INFORMATION

Company Name: _____ DOT #: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Office Phone: _____ Fax: _____

Contact Name: _____

Phone: _____ Email: _____

Insurance Information

Federal ID: _____

Corporation Type: _____

Social Security #: _____

Insurance Information

General Liability Insurance Carrier: _____ Expiration: _____

Auto Liability Insurance Carrier: _____ Expiration: _____

Workmen's Comp Carrier: _____ Expiration: _____

Sole Proprietor Waiver: _____

7. SUBHAULER TRUCK INFORMATION

Include an additional sheet if needed.

Truck Type	Truck #	Gross Tons	Gross Pounds	Tare Weight	Tons	Plate #