



**COMMERCIAL DRIVER APPLICATION
EWAYS LLC**

APPLICANT INFORMATION

DATE _____ **Position applying for:** Contractor Driver Contractor's Driver

NAME _____

PHONE () _____ **EMERGENCY PHONE** () _____

AGE _____ **DATE OF BIRTH** _____ **SS#** _____

(The Age Discrimination of Employment Act of 1967 prohibits discrimination on the basis of age with respect to individuals who are at least 40 but less than 70 years of age.)

PHYSICAL EXAM EXPIRATION DATE _____

CURRENT & PREVIOUS THREE YEARS ADDRESSES:

_____ **FROM** _____ **TO** _____
_____ **FROM** _____ **TO** _____
_____ **FROM** _____ **TO** _____

HAVE YOU WORKED FOR EWAYS BEFORE? _____ Yes _____ No

If yes, give dates: From _____ To _____

Reason for leaving? _____

EDUCATION HISTORY:

Please circle the highest grade completed:

Grade school: 1 2 3 4 5 6 7 8 9 10 11 12

College: 1 2 3 4 Post Graduate: 1 2 3 4





EMPLOYMENT HISTORY:

Give a COMPLETE RECORD of all employment for the past three (3) years, including any unemployment or self employment periods, and all commercial driving experience for the past five (5) years.

Mo/Yr Mo/Yr Present or Last Employer
From _____ To _____ Name _____
Position Held _____ Address _____
Reason for leaving _____ Company phone () _____
Were you subject to the FMCSA while employed here? _____ Yes _____ No
Was your job designated as a safety-sensitive function in any DOT- regulated mode subject to the drug and alcohol testing requirements of 49 CFR Part 40? _____ Yes _____ No

Mo/Yr Mo/Yr Present or Last Employer
From _____ To _____ Name _____
Position Held _____ Address _____
Reason for leaving _____ Company phone () _____
Were you subject to the FMCSA while employed here? _____ Yes _____ No
Was your job designated as a safety-sensitive function in any DOT- regulated mode subject to the drug and alcohol testing requirements of 49 CFR Part 40? _____ Yes _____ No

Mo/Yr Mo/Yr Present or Last Employer
From _____ To _____ Name _____
Position Held _____ Address _____
Reason for leaving _____ Company phone () _____
Were you subject to the FMCSA while employed here? _____ Yes _____ No
Was your job designated as a safety-sensitive function in any DOT- regulated mode subject to the drug and alcohol testing requirements of 49 CFR Part 40? _____ Yes _____ No





1980 Festival Plaza Dr, Las Vegas, NV 89135
Tel: (844) 344-5100 Fax: (702) 900-9595
Email: info@ewaysonline.com
Website: www.EwaysOnline.com

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Mo/Yr Mo/Yr Present or Last Employer
From _____ To _____ Name _____

Position Held _____ Address _____

Reason for leaving _____ Company phone () _____

Were you subject to the FMCSA while employed here? _____ Yes _____ No
Was your job designated as a safety-sensitive function in any DOT- regulated mode subject to the drug and alcohol testing requirements of 49 CFR Part 40? _____ Yes _____ No

Mo/Yr Mo/Yr Present or Last Employer
From _____ To _____ Name _____

Position Held _____ Address _____

Reason for leaving _____ Company phone () _____

Were you subject to the FMCSA while employed here? _____ Yes _____ No
Was your job designated as a safety-sensitive function in any DOT- regulated mode subject to the drug and alcohol testing requirements of 49 CFR Part 40? _____ Yes _____ No

Mo/Yr Mo/Yr Present or Last Employer
From _____ To _____ Name _____

Position Held _____ Address _____

Reason for leaving _____ Company phone () _____

Were you subject to the FMCSA while employed here? _____ Yes _____ No
Was your job designated as a safety-sensitive function in any DOT- regulated mode subject to the drug and alcohol testing requirements of 49 CFR Part 40? _____ Yes _____ No

Mo/Yr Mo/Yr Present or Last Employer
From _____ To _____ Name _____

Position Held _____ Address _____

Reason for leaving _____ Company phone () _____

Were you subject to the FMCSRs while employed here? _____ Yes _____ No



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Was your job designated as a safety-sensitive function in any DOT- regulated mode subject to the drug and alcohol testing requirements of 49 CFR Part 40? _____ Yes _____ No
 (Attach additional sheets for 10-year history, if needed.)

DRIVING EXPERIENCE

Class of Equipment	From	To	Approximate Number of Miles
Straight Truck			
Tractor & Semi-trailer			
Tractor & two trailers			
Tractor & triple trailers			
Other			

List states operated in, for the last five (5) years: _____

List special courses/training completed (PTD/DDC, HAZMAT, ETC) _____

List any Safe Driving Awards you hold and from whom: _____

Accident Record for past three (3) years: (attach sheet if more space is needed):

Date of Accident _____

Nature of Accidents _____

Location of Accident _____

of Fatalities _____

of People Injured _____

(Head on, rear end, etc) _____





Traffic Convictions and Forfeitures for the last three (3) years (other than parking violations):

Date _____

Location _____

Charge _____

Penalty _____

Driver's License (list each driver's license held in the past three(3) years:

State _____

License _____

Type _____

Endorsements _____

Expiration Date _____

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

Has any license, permit or privilege ever been suspended or revoked? _____ Yes _____ No

Is there any reason you might be unable to perform the functions of the job for which you have applied (as described in the job description)? _____ Yes _____ No

Have you ever been convicted of a felony? _____ Yes _____ No

If the answers to any questions listed above are "yes", give details _____

Job References

List three (3) persons for references, other than family members, who have knowledge of your safety habits.

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____





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To Be Read and Signed by Applicant:

It is agreed and understood that any misrepresentation given on this application shall be considered an act of dishonesty.

It is agreed and understood that the motor carrier or his agents may investigate the applicant's background to obtain any and all information of concern to applicant's record, whether same is of record or not, and applicant releases employers and person named herein from all liability for any damages on account of his furnishing such information.

It is also agreed and understood that under the Fair Credit Reporting Act, Public Law 91-508, I have been told that this investigation may include an investigating Consumer Report, including information regarding my character, general reputation, personal characteristics, and mode of living.

I agree to furnish such additional information and complete such examinations as may be required to complete my application file.

It is agreed and understood that this Application in no way obligates the motor carrier to employ or hire the applicant.

It is agreed and understood that if qualified and hired, I may be on a probationary period during which time I may be disqualified without recourse.

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

Applicant Signature _____ **Date** _____

Remarks: (For office use only)



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Lease Agreement EWAYS LLC and Independent Contractor

1. Agreement

For and in consideration of the compensation set forth in this agreement, hereinafter the Independent Contractor agrees to contract Eways LLC, the Carrier. The Carrier agrees to contract, loading a transporting freight.

In witness where of the Carrier and Independent Contractor hereby enter into this agreement on this date, _____, 20__ which shall be the effective date hereof, and agree to be bound by all terms thereof as set forth in the attached schedules, which are made part hereof the same as if fully set forth herein, The term of this Agreement shall commence on the date set forth above and continue for twelve months from such date. This agreement shall be automatically renewed after one year, unless either party shall, at least thirty days prior to the expiration of any term, give written notice of the intention not to renew the Agreement.

X _____
Signature of Independent Contractor

X _____
Signature of Carrier's authorized agent

2. Independent Contractor information

Name _____

Address _____

City, State, Zip _____

Office Phone # _____

Federal ID # _____





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3. Schedule of compensation

Carrier agrees to pay 88.00% of gross receipts of each load (unless the contractor wants to be paid 48 hours of submitting paperwork, which leads carrier to pay 85.00% of gross), minus applicable escrow deductions, cargo liability insurance, cash advances, mailing fees, monthly administrative fee, lumper advances, agreed upon damage payments and fuel card payments.

a) Carrier agrees to pay and Independent Contractor agrees to accept as full and complete payment for use of said equipment and for performance of obligation accepted by the Independent Contractor under this Agreement, compensation as set forth in Section III above. Carrier shall settle with Independent Contractor on each Friday by 8:00 pm EST, within six (6) days of the submission by the Independent Contractor of the Bill of Lading, signed delivery receipts, driver log books for the complete trip and original fuel invoices.

All applicable paperwork must be submitted to Carrier no later than 12:00 pm EST the preceding Friday in order to be paid on time. If paper work is not complete, Independent Contractor will not be paid until all required paperwork is properly submitted.

b) Independent Contractor is fully responsible for filing all quarterly fuel use tax returns, Road Tax, Weight Distance Tax and all fees and payments remain full responsibility of Independent Contractor.

Independent Contractor is obligated to provide a copy of the Fuel Tax Return to the Carrier by the 25th day of the month when the taxes are due, if not the Carrier will file the Fuel Tax Return for the Independent Contractor for the quarter and service fee of \$200.00 plus amount of taxes owed will be deducted from Independent Contractor's paycheck.

Upon termination of this agreement the Independent Contractor authorizes the Carrier to withhold the escrow funds after the 45 days from Independent Contractor's resignation until the next Quarterly Fuel Use Tax Return has been filed. After the Fuel Use Tax charges and fees are covered, the adjustment will be made and the differences left from the escrow funds, if any, will be paid to the Independent Contractor. All the road tax additional charges and fees will be full responsibility of Independent Contractor.

c) It is agree that an "escrow" fund is set up at the time of the execution of the Agreement. Independent Contractor authorizes Carrier to withhold \$250.00 from the first check, following by \$250.00 per week to the maximum of \$2,000.00. If the trailer rented through the company there will be additional escrow in the amount of \$2,000.00.





If for any reason, Carrier does not withhold \$250.00 dollars in a given week, the Independent Contractor authorizes Carrier to withhold (in a subsequent weeks) any additional funds necessary to make up for such deficiency. All escrow funds may be held after the period of 45 days after termination of this Agreement to insure payment for Independent Contractor's obligations, including Quarterly Fuel Tax Return, cargo claims or any other expenses incurred by Independent Contractor. Carrier reserves the right to terminate any agreement at any time for no given reason.

4. Relationship of parties

The parties intend to create by this Lease a relationship of Carrier and Independent Contractor, and not that of employer and employee.

Neither the Independent Contractor nor its agents are to be considered employees of the Lease at any time, for any purpose.

Independent Contractor shall operate equipment covered by the Agreement of furnish sufficient employees to operate the said equipment. Any employees furnished by the Independent Contractor shall be his employees, shall be hired, direct, paid, and controlled solely by Independent Contractor.

Carrier will provide a Statement of Earnings to Independent Contractor showing annual compensation and will report same to Internal Revenue Service on IRS Form 1099.

The parties further intend that the relationship created by this lease comply in all respects with the regulations of the ICC governing the Lease and interchange of vehicles by authorized carriers. This Contract made between Independent Contractor and Carrier will perform trucking services of any kind and that the services will be done without supervision. Also Independent Contractor agrees to get pay on trip basis and after job is completed. In addition the above Independent Contractor agrees that compensation received will not be subject withholding of federal and state income tax and social security tax.

5. Independent Contractor Warranty and representation

Independent Contractor warrants and represents that it is the owner of every leased equipment and that Carrier shall have possession for the equipment during the term of this Lease. Independent Contractor further warrants that every such unit of leased equipment shall be in safe mechanical and operating condition. Free of defect, properly licensed and in full compliance with the





Motor Carrier Safety Regulations on the U.S. Department of transportation (DOT) and all other applicable laws, regulations and ordinances of Federal, State and Municipal authorities having jurisdiction as of the date load is delivered to Carrier, and shall be maintained as such throughout the term of this Lease.

Independent Contractor further warrants and represents that the driver he shall supply to perform services for carrier shall be properly licensed and qualified under all applicable laws and regulations throughout the period of this Lease.

6. Operating and Maintenance Expenses

Independent Contractor is fully responsible for all wages, payroll taxes, Workman's Compensation insurance, and other payments of Independent Contractor's employment of authorized drivers or other labor.

Independent Contractor is fully responsible for all costs of Trucking Liability, Non Trucking Liability and Physical Damage. Proof of Insurance must be provided to Carrier prior to completion of this Agreement.

Independent Contractor is fully responsible for fuel and lubrication and all expenses for maintenance and repair of the leased equipment.





In witness hereof, the Independent Contractor and the Carrier have caused this Lease to be subscribed by their duly authorized representatives:

X _____
 Eways LLC

Date _____

X _____
 Independent Contractor

Date _____

Identification of equipment:

Tractor/Trailer Number	Make	Model	Year	VIN	License Plate	License State

Carrier hereby acknowledges receipt of Equipment described above:

X _____
 Eways LLC

Date _____

