

TG-050239

This AGREEMENT made ~~1/10~~ Motor Carrier Contract day of ~~May~~ 2005, by and between DB Hauling, llc. Hereinafter referred to as "Carrier" and Tree Top Inc, hereinafter referred to as "Shipper".

WITNESSETH:

WHEREAS, Carrier represents that he has been issued a permit of Authority to engage in transportation as a Solid Waste Carrier by Washington utilities and transportation Commission, according to the specific terms of permit Number G-198.

WEREAS, Shipper desires to utilize the services of Carrier for the Transportation of goods falling within the scope of carrier's operating authority.

NOW THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, the parties hereto mutually agree as follows:

1. The term of the Agreement shall begin on the date first mentioned above and shall continue in effect for one year and from year to year thereafter unless cancelled by either party on not less than thirty days written notice.
2. During the term of this Agreement, Shipper may employ the services of Carrier from time to time for the transportation of its goods. Upon agreement by Carrier to be so employed, the Carrier shall accept such goods and transport them to destination or destinations designated by Shipper. Carrier will pick up and deliver all materials in a reasonable and timely manner, subject to rules and regulations as promulgated by the Interstate Commerce Commission, and the U.S. department of Transportation, Bureau of Motor Safety, and other State regulatory bodies. Carrier shall be responsible for the safe operation of its vehicles, the performance of its drivers and compliance with federal, state or local traffic regulations and ordinances.
3. Shipper shall pay Carrier for all such Transportation services according to the existing schedule of rates (copies of which are attached hereto and made a part hereof) and any supplements, reissues and changes thereto mutually agreed to by both parties. These rates may be changes or supplemented by written or verbal agreement by both parties. Verbal agreements are to be confirmed in writing within forty-eight hours from the first midnight following agreement by mail or wire. If such verbal agreement is not confirmed within forty-eight hours following agreement, the paid freight bill shall be deemed to be a confirmation of the contract rate agreed to by the parties.
4. Carrier shall be liable for all loss, damage, destruction or theft of any goods occurring while such goods are in the care, custody and control of Carrier, EXCEPT if the proximate cause is an ACT OF GOD, such as lightning, floods, earthquakes or weather conditions of unusual and unanticipated force and severity, and Carrier takes reasonable steps to avoid or minimize such loss, damage or destruction resulting therefrom.
5. Carrier shall, at his expense, furnish suitable equipment, fuel, supplies, insurance, maintenance and qualified labor necessary to perform the transportation services hereunder. Carrier is, and shall be an independent contractor and is not and shall not be an agent or employee of Shipper.
6. Carrier will, during the term of this Agreement, carry insurance sufficient to meet requirements of the Interstate Commerce Commission for property damage liability, bodily injury liability, and general cargo liability. Carrier shall furnish copies of insurance certificates to Shipper and authorize its insurance company to advise Shipper of any lapse or change in coverage.
7. Failure on the part of either party to enforce its rights under this Agreement shall not constitute a waiver of any of the terms of this Agreement or a forfeiture of any such rights.

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Docket: TG-050239  
Effective Date: 08-10-05

- 8. This Agreement shall endure to and be binding upon the successors and assignees of the parties hereto, except that Carrier shall not assign or transfer this Agreement in whole or in part, without the express advance written consent of Shipper.
- 9. This Agreement contains all of the understandings of the parties and supersedes and replaces all prior written or oral agreements between them relating to the subject matter herein. No amendment or modification of this Agreement shall be binding upon either party unless accepted in writing by both parties. If any provision of any tariff or rate schedule, the provisions of this Agreement shall apply.
- 10. All notices, requests, demands and other communications required by or necessary to this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered personally, deposited in the United States Mail, or transmitted electronically or by wire services, addressed as follows:

To Shipper:

Tree Top Inc  
P.O. Box 248  
Selah, WA 98942

To Carrier

DB Hauling, llc  
610 North 20<sup>th</sup> Ave  
Yakima, WA 98902

In Witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Witness

  
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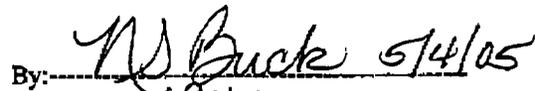
Carrier: DB Hauling, llc

By:   
Title: Owner

Witness

  
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Shipper: Tree Top, Inc

By:   
Title: VPHR