**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Willda Beast, LLC, a Texas limited liability company, with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_(“**Company**”), and Willda Beast, LLC, a Texas limited liability company, with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Contractor**”).

## Services.

* 1. **Nature of Services.** Contractor will perform the services, as more particularly described on Exhibit “A”, for Company as an independent contractor (the “**Services**”). The Services have been specially ordered and commissioned by Company. Except as specified on Exhibit “A”, Company agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by Contractor. Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor's, and Contractor’s employees’, name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.
  2. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to Company as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to Company's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.
  3. **Compensation and Reimbursement.** Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit “B”. Completeness of work product shall be determined by Company in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by Company. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Company harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Contractor's failure with respect to its obligations in this Section 1.3.
  4. **Personnel.** Contractor represents and warrants to Company that its employees performing Services hereunder will have sufficient expertise, training and experience to accomplish the Services. Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.

## Termination of Agreement.

* 1. **Term.** This Agreement shall be effective from the date first listed above for the period set forth on Exhibit “A”, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement (“**Term**”). This Agreement is terminable by either party at any time, with

or without cause, effective upon notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

## Additional Provisions.

* 1. **Governing Law and Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Brazos County, Texas. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and other expenses.
  2. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or

(b) subcontract or otherwise delegate the performance of the Services without Company’s prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.

* 1. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.
  2. **Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.
  3. **Injunctive Relief.** Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.
  4. **Contractor’s Remedy**. Contractor’s remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to Company for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Company for any compensation which may be due to Contractor hereunder.
  5. **Agency.** Contractor is not Company’s agent or representative and has no

authority to bind or commit Company to any agreements or other obligations.

* 1. **Amendment and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
  2. **Time**. Contactor agrees that time is of the essence in this Agreement.
  3. **Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

**CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INNOVATIONS YOU MAKE PERFORMING YOUR SERVICES, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE COMPANY’S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES.**

**CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBIT D TO THIS AGREEMENT.**

**CONTRACTOR COMPANY**

WILLDA BEAST, LLC,

a Texas limited liability company a Texas limited liability company

By: By:

**CODY EVANS**, Owner

**EXHIBIT A**

## Description of Services

Independent Contractor Agreement between Willda Beast , LLC, a Texas limited liability company (“**Company**”), and \_\_\_\_\_\_\_\_\_\_\_, a Texas limited liability company (“**Contractor**”) dated as of \_\_\_\_\_\_\_..

**Services to be provided by Contractor**: provide licensed CDL drivers Additional Services may be added by parties by mutual agreement in writing.

**Term of Agreement:** one (1) year; subject to automatic renewal and/or early termination.

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