



RECRUITING SERVICES AGREEMENT

This Recruiting Services Agreement, including attachments and addendums, (the "Agreement") is made this day _____ between Averitt Express, Inc. ("Averitt"), a Tennessee corporation, and _____, who is () an Individual resident of _____, _____ or () a/n _____ Corporation or LLC ("Contractor").

In consideration of the mutual conditions and agreements contained herein, Averitt and Contractor enter into this Agreement as follows:

1. **Engagement of Services.** Averitt engages Contractor to provide recruiting services by identifying and presenting experienced employee drivers, diesel mechanics, and/or qualified CDL-dock employees to be considered for potential hire by Averitt ("Services") and if hired by Averitt, utilized in Averitt's operations. Averitt is under no obligation to enter into any relationship, including but not limited to any employment relationship, with any individual who Contractor identifies to Averitt as part of Contractor's Services. Under no circumstances shall Contractor, in the course of providing Services under this Agreement, have any power to bind Averitt contractually or otherwise, including with any person who Contractor recruits for potential engagement by Averitt. Contractor expressly agrees that any decision to employ an employee at Averitt or to contract with a fleet owner or operator shall be made solely by Averitt.

2. **Independent Contractor Status.** It is specifically understood and agreed that Contractor's Services under this Agreement shall be rendered as an Independent Contractor of Averitt, and not as an Averitt employee or agent. In rendering Services on behalf of Averitt pursuant to this Agreement, Contractor shall not hold itself out as an employee or agent of Averitt. As an independent contractor, Contractor is responsible to secure, at Contractor's sole cost, any and all insurance as may be required by law. Contractor agrees it and its employees will not be eligible for, and Averitt shall not provide, nor will Averitt be responsible to pay for, any benefits for Contractor or Contractor's employees arising from Contractor's execution of Services pursuant to this Agreement. Contractor also agrees that it is solely responsible for the payment of all required taxes whether federal, state or local in nature, including, but not limited to, payroll taxes, income taxes, social security taxes, unemployment compensation taxes, and any other taxes, fees, charges, or licenses required by law.

3. **Termination.** The term of Contractor's engagement under this Agreement will terminate upon (30) days' written notice by either party.

4. **Contractor's Responsibilities.** It shall be the sole responsibility of the Contractor to determine the means and methods of providing all Services undertaken by the Contractor under the terms of this Agreement. The Contractor has and shall retain complete and sole responsibility for maintaining its recruiting operation as is necessary to carry out the terms of this Agreement. Contractor agrees to use his or her equipment, materials, supplies and all other necessary labor, which Contractor shall furnish and maintain at Contractor's sole cost, to provide the Services for Averitt under this Agreement.

5. **Payment for Services.** For the full and proper execution of the contracted Services, Averitt shall pay Contractor as follows:

- A. Payment at the rate of **one thousand dollars (\$1,000.00)** on a per hire basis will be made for each experienced tractor-trailer driver, diesel mechanic, or qualified CDL-dock employee who completes at least thirty (30) days of service with Averitt.

If Averitt elects, in its sole discretion, to extend an offer of employment to a qualified candidate, payment shall be due upon the new hire completing Averitt New Hire Orientation and at least thirty (30) days of employment with Averitt. Averitt shall pay Contractor within fifteen (15) days of the invoice date, for the Services to which the payment relates are rendered.

6. Use of Averitt Copyrights, Trademarks and Logos. In providing the Services, Contractor agrees that it will not use Averitt copyrights, trademarks, logos, or publicity rights, without the necessary written permissions of Averitt and/or the right holder(s), which includes the express prior written permission of Averitt's Corporate Marketing and Communications Department, and without executing an appropriate license agreement.

7. Governing Law and Forum Selection. This Agreement shall be interpreted in accordance with, and governed by the laws of the state of Tennessee. The parties agree that the litigation of any disputes arising from this Agreement shall take place in the appropriate state or federal court serving Putnam County, Tennessee.

8. Notice. All notices, demands and other communications under this Agreement shall be in writing and shall be deemed to have been fully given either by hand delivery or on the second day after mailing if mailed to the party to whom the notice is given, by first class mail. Registered or certified mail, postage prepaid, and property addressee is as follows:

Averitt Express, Inc. "Contractor"
Attn: Elise Leeson
1415 Neal Street
Cookeville, TN 38501

Any party may change its address for purpose of this paragraph by giving the other party written notice of the new address in the manner set forth above.

9. Assignment Binding Effect. Averitt may assign this Agreement upon giving written notice to Contractor. Contractor may not assign this Agreement.

10. Entire Agreement. This Agreement contains the entire understanding of the parties and is a complete and exclusive statement of the terms of Agreement. This Agreement supersedes all prior discussions, negotiations, representations, agreements or understandings. Any representations, promises, warranties or statements made by either party that differ in any way from the terms of this Agreement shall be given no force or effect. This Agreement may not be amended or changed, and no term, covenant, or condition may be waived, except in the writing signed by all parties to this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement. The execution of this Agreement may be by actual or electronic (including by means of facsimile or email transmission) signature.

Contractor

Name Date Signature:

Averitt Express, Inc.

Elise Leeson Date Signature: