

**NOTE:** Oregon administrative rules related to Contractor/Subcontractor agreements were repealed in August 2003. This form is now provided by the Oregon Department of Transportation simply as a courtesy for use by log haulers. Such agreements are no longer required by ODOT and forms should not be submitted to ODOT.

## CONTRACTOR — SUBCONTRACTOR AGREEMENT

THIS AGREEMENT IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BY AND BETWEEN  
 \_\_\_\_\_ (CONTRACTOR) AND \_\_\_\_\_ (SUBCONTRACTOR)

RELATING TO THE PERFORMANCE OF TRANSPORTATION SERVICES BY ONE AUTHORIZED CARRIER FOR ANOTHER.

**WHEREAS,** CONTRACTOR IS AN AUTHORIZED CARRIER OF LOGS, POLES, AND PILING, OR CORDWOOD, SAWDUST, HOG FUEL, WOOD CHIPS, OR BARKDUS, AND

**WHEREAS,** CONTRACTOR, FROM TIME TO TIME, HAS NEED OF ADDITIONAL VEHICLES TO PERFORM ITS TRANSPORTATION OBLIGATIONS AS A CARRIER; AND

**WHEREAS,** CONTRACTOR, FROM TIME TO TIME, DESIRES TO FURNISH SUCH VEHICLES FOR USE BY THE CONTRACTOR;

**NOW, THEREFORE,** CONTRACTOR AND SUBCONTRACTOR JOINTLY AND SEVERALLY REPRESENT:

1. THAT BOTH CONTRACTOR AND SUBCONTRACTOR ARE AUTHORIZED OREGON CARRIERS OF:

LOGS, POLES, AND PILING OR  CORDWOOD, SAWDUST, HOGFUEL, WOOD CHIPS, OR BARKDUST.

THE TRANSPORTATION PERFORMED BY THE SUBCONTRACTOR SHALL BE WITH A VEHICLE REGISTERED FOR USE UNDER A VALID AND ACTIVE AUTHORITY OF THE SUBCONTRACTOR AND SHALL BE WITHIN THE TERMS OF OPERATING AUTHORITY OF BOTH CONTRACTOR AND SUBCONTRACTOR.

2. THAT CONTRACTOR AND SUBCONTRACTOR WILL MAINTAIN RECORDS OF ALL TRANSPORTATION PERFORMED UNDER THIS AGREEMENT.

3. THAT CONTRACTOR IS THE CARRIER WHICH HAS UNDERTAKEN THE TRANSPORTATION OBLIGATIONS OF THE SHIPPER AND AS SUCH IS PRIMARILY LIABLE FOR HIGHWAY-USE TAXES ARISING THEREFROM; BUT, ON BEHALF OF CONTRACTOR, SUBCONTRACTOR AGREES TO REPORT AND PAY SUCH TAXES UNDER ITS OWN ACCOUNT NUMBER WITH THE OREGON DEPARTMENT OF TRANSPORTATION. UPON DEMAND BY THE CONTRACTOR, SUBCONTRACTOR AGREES TO PROVIDE SUFFICIENT RECORDS TO ENABLE CONTRACTOR TO DETERMINE THAT SUBCONTRACTOR HAS PAID THE RELATED HIGHWAY USE TAXES.

4. THAT ALL TRANSPORTATION WILL BE PERFORMED WITH REQUIRED INSURANCE COVERAGES.

5. THAT VEHICLES USED BY THE SUBCONTRACTOR TO PROVIDE TRANSPORTATION SERVICES UNDER THIS AGREEMENT SHALL BE OPERATED IN CONFORMITY WITH REGULATIONS RELATING TO VEHICLE AND DRIVER SAFETY, INCLUDING THOSE PERTAINING TO EQUIPMENT AND DRIVER'S HOURS OF SERVICE.

6. THAT DURING THE TERM OF THIS AGREEMENT, ALL TRANSPORTATION SERVICES PROVIDED BY SUBCONTRACTOR TO CONTRACTOR SHALL BE UNDER THIS AGREEMENT.

7. THAT THIS AGREEMENT SHALL BE EFFECTIVE FROM THIS DATE FORWARD UNTIL \_\_\_\_\_, OR UNTIL TERMINATED SOONER BY THE PARTIES HERETO.

CONTRACTING CARRIER			SUBCONTRACTING CARRIER		
FILE NUMBER	PHONE NUMBER		FILE NUMBER	PHONE NUMBER	
NAME			NAME		
ADDRESS			ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
SIGNATURE			SIGNATURE		