CYA PILOT CAR SERVICES LLC

128 FM 195, Clarksville, TX 75426 | 903-717-5010

Owner-operator pilot car agreement

OWNER-OPERATOR AND VEHICLE

Owner-operator full legal name

Business / DBA, if any

Address / city / state / ZIP

Phone

Email

Effective date

Year / make / model / color

Vehicle VIN

License plate / state / unit number

Odometer at start

Services / escort positions offered

1. PARTIES AND PURPOSE

This agreement is between CYA Pilot Car Services LLC (CYA) and the owner-operator identified above (Owner-Operator). Owner-Operator supplies the approved vehicle, labor, equipment, and qualifications for accepted CYA-dispatched pilot/escort assignments. Services may include lead, chase, high pole, steer, and route survey, subject to the qualifications required for each job.

2. INDEPENDENT OWNERSHIP AND RELATIONSHIP

Vehicle title remains with Owner-Operator; this agreement does not sell or transfer the vehicle. The parties intend an independent contractor relationship, subject to applicable law. Owner-Operator controls the manner and means of the work subject to laws, permits, lawful customer instructions, and safety requirements, and is responsible for applicable taxes unless law requires otherwise. No minimum assignments, miles, days, or revenue are guaranteed.

3. CYA SERVICES COVERED BY ITS FEE

For approved CYA-dispatched operations, CYA provides or arranges dispatch, customer coordination, billing and collections, basic bookkeeping, settlement records, and insurance only to the extent stated in section 6. Basic bookkeeping is limited to CYA assignments and settlements; it does not include tax returns, tax advice, or accounting for unrelated business activity.

This program is separate from an independently insured pilot company accepting brokered assignments. Complete this agreement and obtain required driver/vehicle approval before operating under the CYA program.

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4. 20% CYA FEE / 80% OWNER-OPERATOR SHARE

For Owner-Operator work dispatched and billed through CYA, CYA retains 20% of gross pilot-car service revenue attributable to that work and actually collected by CYA. Owner-Operator receives the remaining 80%, subject only to agreed, documented adjustments or deductions. No service prices are fixed by this agreement; each assignment requires accepted written job terms.

Gross service revenue includes agreed mileage and service charges attributable to Owner-Operator work. Separately identified customer-authorized pass-through expense reimbursements are handled separately under the written job confirmation and settlement statement. Do not deduct an operator advance from gross revenue before calculating the 20% / 80% split.

5. ADVANCES, AUTHORIZED DEDUCTIONS, AND SETTLEMENT

A cash advance is an early payment to or for Owner-Operator, not a reduction in the job gross or the CYA fee base. Record the amount, date, recipient, related job, and repayment agreement. Deduct an agreed advance from Owner-Operator's 80% share after the percentages are calculated. Other deductions require documentation and an agreed contractual basis, subject to applicable law. Do not charge the same advance or expense twice.

Example only: on $5,000 gross service revenue, CYA retains $1,000 and Owner-Operator earns $4,000. A $500 advance reduces the remaining operator payout to $3,500. The CYA fee remains $1,000. This illustration establishes no service rate.

Payment is contingent on CYA receiving customer payment unless accepted written job terms provide for earlier payment. Owner-Operator supplies complete trip sheets, mileage, signed job records, and authorized receipts. CYA must issue the amount due within 10 calendar days after the later of receiving customer funds and receiving complete required paperwork. Identify disputed charges separately; pay undisputed amounts within the same deadline.

Payment method / agreed earlier-payment terms, if any

CYA provides an itemized settlement showing gross revenue, its 20% fee, the operator 80% share, reimbursements, advances, other authorized deductions or adjustments, and net payout. Apply collected partial payments proportionally unless both parties agree otherwise in writing. Record any remaining agreed advance balance transparently; do not create an undocumented deduction.

DOCUMENTATION AND RATE CHANGES

Owner-Operator submits accurate records promptly and communicates delays, added mileage/time, overnight stays, no-go events, permit issues, or changed services. Additional billable charges require CYA authorization when practicable. Written job terms may establish rates, reimbursements, or earlier payment, but may not extend the 10-calendar-day maximum. Changes to the 20% / 80% program require a separately signed amendment.

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6. INSURANCE SCOPE AND APPROVAL

CYA provides coverage for approved drivers and pilot vehicles operating under authorized CYA dispatch only to the extent provided by its actual policy. Coverage is subject to policy limits, exclusions, deductibles, driver/vehicle eligibility, and insurer approval requirements. This agreement does not expand the policy or guarantee coverage for a loss. Approval and applicable coverage must be confirmed before dispatch.

Owner-Operator supplies information required for approval and immediately reports claims, incidents, citations, driver-license changes, and vehicle changes. Owner-Operator remains responsible for legally required personal or other coverage not supplied by CYA, and for deductibles or uninsured losses caused by its negligence, misconduct, unauthorized use, or policy violations, to the extent permitted by law.

7. VEHICLE, EQUIPMENT, AND EXPENSES

Owner-Operator supplies a safe, properly maintained vehicle and required signs, lights, flags, radios, high-pole equipment, PPE, and other job-required equipment unless CYA agrees otherwise in writing. Owner-Operator pays fuel, vehicle payments, maintenance, repairs, tires, registration, inspections, certifications, communications, tolls, lodging, meals, and ordinary operating costs unless the accepted job confirmation expressly authorizes reimbursement.

8. QUALIFICATIONS AND ASSIGNMENT ACCEPTANCE

Maintain a valid license, required PEVO certifications, training, inspections, and qualifications for accepted work in each jurisdiction. Do not operate impaired or unsafely fatigued. Promptly report expired or lost credentials or other disqualification. Owner-Operator may accept or decline a job before acceptance and must promptly notify CYA if illness, mechanical failure, safety, permit changes, or another reasonable circumstance prevents completion. No unapproved substitute drivers or vehicles.

9. SAFETY / HIGH POLE / ROUTE SURVEYS

Nothing requires illegal or unsafe work. Stop or refuse unsafe work and notify CYA. Follow permits and current applicable safety procedures. Verify loaded height and pole setting with the carrier/load driver before high-pole movement and when conditions change. Pole contact requires an immediate STOP warning and safe clearance verification before proceeding. Do not authorize or assist continued unsafe movement or approach energized lines.

High-pole and route-survey services provide warnings and observed information, not guaranteed clearance or route suitability. Surveys record conditions at the survey time within the agreed scope. The carrier/load driver remains responsible for permits, current routing, dimensions, truck/trailer operation, and load securement; Owner-Operator retains its own escort duties.

10. INCIDENTS AND CLAIMS

Report accidents, property contact, injuries, citations, route/permit problems, and potential claims to CYA as soon as safely possible. Preserve facts and cooperate with legally required reporting, customers, and insurers. Do not admit liability or promise payment on CYA's behalf.

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11. CUSTOMER RATES AND CONFIDENTIAL INFORMATION

CYA handles customer contracting, rates, billing, and collection unless otherwise authorized in writing. Do not bind CYA, extend credit, change customer rates, or redirect payments. Safety and job coordination with customers are allowed. Protect nonpublic customer, pricing, route, dispatch, and billing information; use it only as authorized or required by law.

12. CUSTOMER RELATIONSHIPS / NON-CIRCUMVENTION

During this agreement and for 12 months after the last CYA job for an introduced customer, Owner-Operator shall not knowingly bypass CYA to solicit or accept substantially similar pilot work from that customer without CYA written consent. Documented pre-existing independent relationships are excluded. This provision protects introduced relationships only to the extent permitted by law.

13. RESPONSIBILITY AND INDEMNIFICATION

Each party retains responsibility for its own negligent or wrongful acts and omissions. To the extent permitted by law, Owner-Operator indemnifies CYA for third-party claims caused by Owner-Operator negligence, willful misconduct, violation of law, or material breach. CYA remains responsible for third-party claims caused by its own negligence, willful misconduct, or material breach. No unlawful transfer of liability is intended.

14. TERMINATION / FINAL SETTLEMENT / COMPANY PROPERTY

Either party may terminate future work by written notice. CYA may suspend or terminate for unsafe conduct, lost qualifications/insurance eligibility, dishonesty, material breach, or substantial risk. Existing obligations survive. Final settlement uses the same 10-calendar-day maximum in section 5 after complete required paperwork and collected customer funds, subject to agreed earlier payment and documented lawful adjustments. Do not hold undisputed amounts solely because another charge is disputed.

Return CYA property on request or termination. Owner-Operator is responsible for loss or damage beyond ordinary wear caused by its negligence or misuse.

15. WRITTEN AGREEMENT / GOVERNING LAW

This agreement, accepted job confirmations, and signed amendments govern this arrangement. Amendments require both parties' signatures. Texas law governs, subject to mandatory law. Unenforceable provisions do not invalidate the remainder to the extent permitted by law. One waiver does not waive later breaches.

ACCEPTANCE

Each signer confirms reading and accepting these terms, including the 10-calendar-day settlement maximum, with opportunity for questions and independent advice.

Owner-operator printed name	Signature / date
CYA authorized representative	Signature / date