



1445 Woodmont Lane NW  
SUITE 153  
ATLANTA, GA 30318  
(770) 468-1640  
EMAIL: QUICKSPRINTTRANSPORT@GMAIL.COM

# **DIVER APPLICATION**

*(INDEPENDENT CONTRACTOR)*



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## REQUIREMENTS

To qualify with Quick Sprint, you must meet the following criteria:

- Must have valid driver license with the proper endorsements
- Must meet minimum physical qualifications as required by the Federal Motor Carrier Safety Regulations part 391.41
- Must be between 21 and 75 years of age
- Must have at least 18 months verifiable driving experience for CDL
- Must have at least 12 months verifiable driving experience for non CDL
- Must have no DOT drug or alcohol testing violations (positive test or refusal to test) as defined in title 49 CFR parts 40 and 382 within the previous 3 years
- Must have no excessive traffic convictions on driving record
- Must have no more than 1 preventable accident in the previous 3 years
- Must have no drug or alcohol related offense within the previous 5 years
- Must have none of the following traffic convictions in the previous 3 years:
  - Leaving the scene of an accident
  - Reckless driving
  - Fleeing or eluding a law enforcement officer
  - Speed contest or exhibition

# QUICK SPRINT TRANSPORT & LOGISTICS, LLC

## DRIVER EMPLOYMENT APPLICATION

COMPLETE IN FULL OR IT WILL NOT BE CONSIDERED.

### APPLICANT INFORMATION

FIRST NAME		MIDDLE NAME		LAST NAME	
PHONE		EMAIL			
DATE OF BIRTH		SOCIAL SECURITY #			
DATE OF APPLICATION		POSITION APPLIED FOR		DATE AVAILABLE FOR WORK	

Do you have legal right to work in the United States?  YES  NO

### PREVIOUS THREE YEARS RESIDENCY

*Attach additional sheet if more space is needed*

	STREET	CITY	STATE	ZIP CODE	# OF YEARS AT ADDRESS
CURRENT					
MAILING					
PREVIOUS					
PREVIOUS					
PREVIOUS					

### LICENSE INFORMATION

No person who operates a commercial motor vehicle shall at any time have more than one driver's license (49 CFR 383.21). I certify that I do not have more than one motor vehicle license, the information for which is listed below. Include all licenses held for the past 3 years; attach additional sheets if needed.

STATE	LICENSE #	TYPE/CLASS	ENDORSEMENTS	EXPIRATION DATE
PREVIOUSLY HELD LICENSES				

### DRIVING EXPERIENCE

CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (VAN, TANK, FLAT, ETC.)	DATE FROM	DATE TO	APPROX # OF MILES (TOTAL)
STRAIGHT TRUCK				
TRACTOR & SEMI-TRAILER				
TRACTOR & 2 TRAILERS				
TRACTOR & TANKER				
OTHER				

**ACCIDENT RECORD FOR THE PAST 3 YEARS**

Attach additional sheet if more space is needed. Check this box if none

DATES (List most recent first)	NATURE OF ACCIDENT (Head-on, rear-end, upset, etc.)	# FATALITIES	# INJURIES	CHEMICAL SPILLS (Y/N)

**TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)**

Attach additional sheet if more space is needed. Check this box if none

DATE CONVICTED (Month/Year)	VIOLATION	STATE OF VIOLATION	PENALTY (Forfeited bond, collateral and/or points)

Have you ever been denied a license, permit, or privilege to operate a motor vehicle?  YES  NO

If yes, explain

Has any license, permit, or privilege ever been suspended or revoked?  YES  NO

If yes, explain

**EMPLOYMENT HISTORY**

The Federal Motor Carrier Safety Regulations (49 CFR 391.21) require that all applicants wishing to drive a commercial vehicle list all employment for the last three (3) years. ***In addition, if you have driven a commercial vehicle previously, you must provide employment history for an additional seven (7) years (for a total of ten (10) years). Any gaps in employment in excess of one (1) month must be explained.***

Start with the last or current position, including any military experience, and work backwards (attach separate sheets if necessary). You are required to list the complete mailing address, including street number, city, state, zip; and complete all other information.

CURRENT (MOST RECENT) EMPLOYER				
NAME			PHONE	
ADDRESS				
POSITION HELD		FROM MO/YR		TO MO/YR
REASON FOR LEAVING				SALARY
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)				

While employed here, were you subject to the Federal Motor Carrier Safety Regulations?  YES  NO

Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40?  YES  NO

**SECOND (MOST RECENT) EMPLOYER**

NAME				PHONE		
ADDRESS						
POSITION HELD			FROM MO/YR			TO MO/YR
REASON FOR LEAVING					SALARY	
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)						

While employed here, were you subject to the Federal Motor Carrier Safety Regulations?  YES  NO

Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40?  YES  NO

**THIRD (MOST RECENT) EMPLOYER**

NAME				PHONE		
ADDRESS						
POSITION HELD			FROM MO/YR			TO MO/YR
REASON FOR LEAVING					SALARY	
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)						

While employed here, were you subject to the Federal Motor Carrier Safety Regulations?  YES  NO

Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40?  YES  NO

**EDUCATION**

SCHOOL	NAME & LOCATION	COURSE OF STUDY	YEARS COMPLETED	GRADUATE		DETAILS
				Y	N	
High School				<input type="checkbox"/>	<input type="checkbox"/>	
College				<input type="checkbox"/>	<input type="checkbox"/>	
Other				<input type="checkbox"/>	<input type="checkbox"/>	

**OTHER QUALIFICATIONS**

Please list any other qualifications that you have and which you believe should be considered.

**TO BE READ AND SIGNED BY APPLICANT**

I authorize you to make investigations (including contacting current and prior employers) into my personal, employment, financial, medical history, and other related matters as may be necessary in arriving at an employment decision. I hereby release employers, schools, health care providers, and other persons from all liability in responding to inquiries and releasing information in connection with my application.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I also understand that I am required to abide by all rules and regulations of the Company.

I understand that the information I provide regarding my current and/or prior employers may be used, and those employer(s) will be contacted for the purpose of investigating my safety performance history as required by 49 CFR 391.23. I understand that I have the right to:

- Review information provided by current/previous employers;
- Have errors in the information corrected by previous employers, and for those previous employers to resend the corrected information to the prospective employer; and
- Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.

This certifies that I completed this application, and that all entries on it and information in it are true and complete to the best of my knowledge. Note: A motor carrier may require an applicant to provide more information than that required by the Federal Motor Carrier Safety Regulations.

Applicant Signature		Date	
Applicant Name (printed)			



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## **BOND AGREEMENT**

Driver agrees to maintain a \$5000.00 bond. 5% will be deducted at the end of each settlement until the amount has been reached. Upon separation the bond will be returned in 120 Days minus any outstanding claims.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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## NON-COMPETE AGREEMENT

### 1. Purpose

This Non-Compete Agreement ("Agreement"), dated November 05 2021, shall constitute prohibiting a party from sharing certain confidential and proprietary information and trade secrets ("Confidential Information") relating to the business of QUICK SPRINT TRANSPORT & LOGISTICS, LLC of 1445 Woodmont Lane NW,

STE 153 Atlanta, GA 30318 ("Non-Compete Holder") and

\_\_\_\_\_ of

\_\_\_\_\_,

\_\_\_\_\_ ("Recipient") and collectively the Non-Compete Holder and Recipient shall be referred to as the "Parties", hereinafter agree to the following:

Recipient shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating, and completing projects as well as for the everyday business practices for the Non-Compete Holder and its clients/customers.

### 2. Non-Compete/Disclosure

Beginning on January 01, 2025 and through the Time Period mentioned in Section 3 herein, the Recipient shall not:

Provide the same or similar industry products, services, or engage in any other way a representation of any other business of a similar nature to the business of the Non-Compete Holder without written consent. It is understood that the Recipient will be representing the Non-Compete Holder exclusively during their tenure unless written notice has been provided from either of the Parties. Directly or indirectly engage in any similar business practice of the Non-Compete Holder while being in contact with the Non-Compete Holder's current or former clients. Nor shall the Recipient solicit any client of the Non-Compete



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Holder for the benefit of a third party that is engaged in a similar business to that of the Non-Compete Holder.

### 3. Time Period

\_\_\_\_\_ warrants and guarantees that this Agreement shall begin on the event of No longer works for QUICK SPRINT TRANSPORT & LOGISTICS, LLC

**Releasor's Address:** 1445 Woodmont Lane NW STE Atlanta, GA 30318

**Recipient's Address:** \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

If the above-stated addresses should change the Parties shall specify by certified mail, with return receipt, to one another.

**XI. Covenants.** The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests and proprietary rights of the Releasor and that the parties hereto have independently discussed, reviewed and had the opportunity of legal counsel to consider this Agreement.

**XII. Authority.** This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by consent in writing signed by the Parties.

**XIII. Assignment.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

**XIV. Binding Arrangement.** This Agreement will be binding upon and inure to the benefit of the parties hereto and each Party's respective successors and assigns.



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**XV. Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

**XVI. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws in the State of Georgia.

**XVII. Authority.** Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent it's full execution and performance of this Agreement.

**XVIII. Execution.** IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

as of \_\_\_\_\_, 20\_\_\_\_

Releasor's Signature \_\_\_\_\_

Recipient's Signature \_\_\_\_\_

LOGISTICS, LLC and ends upon 2 Years after leaving QUICK SPRINT TRANSPORT & LOGISTICS, LLC.

#### **4. Purchase Option**

The Non-Compete Holder shall allow the Recipient to void this Agreement at any time and release all liability in connection with this Agreement by payment to the Non-Compete Holder in the amount of \$20,000.00 (US Dollars).

#### **5. Jurisdiction**

The jurisdiction of this Agreement shall cover the areas of Worldwide.

#### **6. Confidential Information**

As used herein "Confidential Information" shall mean any and all technical and non-technical information provided by the Non-Compete Holder, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, buying habits or practices of any clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Non-Compete Holder or any it's respective clients, consultants, or licensees that is disclosed to the Recipient under the terms of this Agreement.

#### **7. Permitted Disclosure**

Confidential Information does not include information which:

Has become generally known to the public through no wrongful act by the Recipient;

Has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Recipient;

Has been approved for release to the general public by written authorization of the Non-Compete Holder;

Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,

Has been independently developed by the Recipient without use, directly or indirectly of the Non-Compete Holder's Confidential Information.

## **8. Confidentiality**

Recipient acknowledges that it will have access to the Non-Compete Holder's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Non-Compete Holder and in any event, only with the prior written approval of the Non-Compete Holder. The Recipient acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Recipient by reason of this Agreement. Additionally, the Recipient acknowledges that it may only use the Confidential Information in connection with its business dealings with the Non-Compete Holder and for no other purpose without the prior written consent of the Non-Compete Holder. The Recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Non-Compete Holder or produced using the Non-Compete Holder's Confidential Information, will be held strictly confidential and returned upon request to the Non-Compete Holder. The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

## **9. Consultants and Employees Bound**

Recipient agrees to disclose the Confidential Information to any agents, affiliates, directors, officers or any other employees (collectively, the "Employees") solely on a need-to-know basis and represents that such Employees have signed appropriate non-compete agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior express written authorization of the Non-Compete Holder.

## **10. Return of Materials**

Upon termination or expiration of the Agreement, or upon written request of the Non-Compete Holder, the Recipient shall promptly return to the Non-Compete Holder all documents and other tangible materials representing the Non-Compete Holder's Confidential Information and all copies thereof. The Non-Compete Holder shall notify immediately the Recipient upon discovery of any loss or unauthorized disclosure of the Confidential Information.

## **11. Remedies**

Should the Recipient breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Non-Compete Holder's detriment or damage, the Recipient agrees to reimburse the Non-Compete Holder for any loss or expense incurred by the Non-Compete Holder as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the Non-Compete Holder in enforcing the provisions hereof. Recipient further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Non-Compete Holder and that the Non-Compete Holder shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

## **12. Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction of the Non-Compete Holder's principal office and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

## **13. Entire Agreement**

This Agreement represents the entire agreement of the parties and may only be modified by signature by both parties hereto.

**In Witness Whereof**, the parties hereto have agreed and signed this Agreement on the undersigned date.

**Non-Compete Holder's Signature:** \_\_\_\_\_

Print Name: QUICK SPRINT TRANSPORT & LOGISTICS, LLC

**Recipient's Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

## EMERGENCY CONTACTS

1. Name: \_\_\_\_\_  
Relationship : \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Relationship : \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Relationship : \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## WORK REFERENCES

1. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company : \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company : \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
3. Name: \_\_\_\_\_  
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