

## **Agreement for the value of the Safety and Job Skills Training Program - Get Your CDL**

Congratulations on your acceptance into the Roehl Transport Safety and Job Skills Training Program ("SJSTP")! This powerful and effective education and training program will prepare you for a successful career as a heavy duty truck driver.

Through Roehl's SJSTP you will acquire valuable experience, training, and information concerning the competent, safe, and efficient operation of tractor/trailers. Roehl will expend a significant amount of time, money, and effort to provide you with first class job training through our program, and the value of the SJSTP is also earned when you complete 120,000 paid solo miles.

**The value of the SJSTP is in effect a loan to you. It's a loan you'll never have to pay back as long as you work for us as a driver and complete 120,000 paid solo miles. Once you have completed 120,000 paid solo miles, this debt is completely forgiven and you owe us nothing for the SJSTP.**

This letter explains our financial commitments to one another. As much as we want to avoid the language of lawyers, we have to be particular about using precise language to govern this financial relationship, which is what we will explain next. This is an Agreement between you and Roehl.

**Credit Line.** In return for your admission to Roehl's SJSTP, Roehl will expend on your behalf the value of the SJSTP, which is equal to \$7,000.00.

**Promise to Pay.** By signing this Agreement, you promise to repay to Roehl the value of the SJSTP if you do not complete 120,000 paid solo miles. You are responsible for repayment of these amounts if your employment terminates prior to you completing 120,000 paid solo miles. This debt goes away when you have completed 120,000 paid solo miles. Otherwise, this debt is all due and payable upon termination of your employment. You begin earning paid solo miles when you receive your first load assignment on your First Paid Solo Mile Date.

**Interest Charge.** Roehl will impose a 0% interest charge per month on any unpaid balance when and if you are employed by Roehl. However, if you become obligated to repay the debt and do not promptly satisfy your obligations under this Agreement, interest will accrue on the amount of the debt at the maximum rate allowed by law starting on your separation date.

**Default.** If you fail to repay the entire balance owing to Roehl under this Agreement within thirty (30) days following your separation date, you understand and agree that Roehl may go to court to recover the entire unpaid balance and accrued interest.

If this Agreement is placed in the hands of an attorney for collection, or if any amounts payable under this Agreement are collected by lawsuit or through other proceedings, you agree to pay all costs and expenses incurred in connection with such collection efforts, including but not limited to Roehl's reasonable attorney's fee and court costs, together with interest on such amounts at the maximum rate allowed by law.

**Deduction of Amounts Owed From Wages.** By signing this Agreement you agree to allow Roehl to offset and deduct any and all amounts owed by you pursuant to this Agreement from any pay owed by Roehl to you, provided that any deduction will not contravene state or federal law or reduce your wage to an extent prohibited by any state or federal law.

If any such offset or deduction is made, you are still obligated to pay Roehl the value of your training that is not deducted from your pay. Roehl can bring a claim against you for any sum or sums owed to Roehl. You agree that if Roehl brings such a claim, Roehl shall be entitled to recover all costs and expenses incurred in connection with that claim and the collection efforts leading up to it, including but not limited to Roehl's reasonable attorney fees and court costs, together with interest on such amounts at the maximum rate allowed by law.

**Collection Fee.** If you fail to pay on time and we refer your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed thirty (30) percent of the original amount borrowed.

**Prior Express Consent Clause.** By signing below, you agree, in order for us to service our account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

**Term.** This Agreement has a stated term, which begins on the date you sign it and is ongoing until you have satisfied all of the terms of this Agreement.

**Acknowledgment of Debt.** You acknowledge that the aforementioned debt exists, and that you know of no reason why the debt is not a valid debt or of any defenses to your obligation to repay the debt.

**Complete Agreement.** This Agreement is the final Agreement between the parties on this subject and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Applicable Law and Jurisdiction.** This Agreement and the rights and obligations of the parties to it shall be governed by and construed and interpreted in all respects in accordance with the internal laws of the State of Wisconsin. You further agree that any action to enforce this Agreement shall be brought in any state court sitting in Wood County, Wisconsin, and you waive any right to object to the jurisdiction of any such court or venue in such location, as well as any claim that that such court is an inconvenient forum.