

V. DOLAN TRUCKING, INC.
P.O. BOX 1090
PENNGROVE, CA 94951
(707) 664-1409 FAX (707) 769-9120

Attention Subhauler:

ALL of the following documents need to be received in our office before payment for subhaul work can be issued:

- ➔ SUBHAUL AGREEMENT **SIGNED** AND RETURNED (*ORIGINAL ONLY, NO FAX ACCEPTED*)
- ➔ W-9 COMPLETED AND RETURNED
- ➔ CERTIFICATES OF INSURANCE, AND AN ADDITIONAL INSURED ENDORSEMENT (SEE PARAGRAPH #8)
- ➔ PROOF OF PARTICIPATION IN THE CHP B.I.T. PROGRAM (SEE PARAGRAPH #3)
- ➔ COPY OF DMV MOTOR CARRIER PERMIT AND COMPLIANCE FORM COMPLETED (SEE PARAGRAPH #5)
- ➔ PROOF OF ENROLLMENT IN DRUG AND ALCOHOL PROGRAM AND THIRD PARTY REPORTING AGREEMENT (SEE PARAGRAPH #6)
- ➔ CERTIFICATE OF WORKERS COMPENSATION OR WORKERS COMPENSATION INSURANCE WAIVER (SEE PARAGRAPH #2)
- ➔ PROOF OF PARTICIPATION IN THE DMV PULL NOTICE PROGRAM, IF APPLICABLE (SEE PARAGRAPH #4)
- ➔ CURRENT YEAR AIR RESOURCES BOARD CERTIFICATE

Thank you,

V. DOLAN TRUCKING, INC.

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P.O. BOX 1090
PENNGROVE, CA 94951
(707) 664-1409 FAX (707) 769-9120

SUBHAUL AGREEMENT

V. DOLAN TRUCKING, INC. and,

(name)

(dba)

(address, city & zip)

(phone number(s))

(California drivers license number)

(expiration date)

(medical card expiration date)

, the Subhauler agrees as follows:

1. Subhauler, as an independent contractor, agrees to transport shipments for V. Dolan Trucking, Inc., as hereinafter specified, to furnish such motor vehicle equipment and drivers as may be required to perform services under this Agreement and to perform all services required for such transportation in an efficient, competent and workmanlike manner. The service to be performed by Subhauler under this Agreement shall be subject to the direction of the V. Dolan Trucking, Inc. only as to the results to be accomplished, and not as to the means or method for operation of the equipment and driver in performing the service. Subhauler shall have exclusive supervision and control over the selection of routes of travel, points of rest and service of equipment, loading and unloading of shipments and shall control and direct its driver and other employees, including their hire, discharge, training, wages, hours and working conditions. V. Dolan Trucking, Inc. does not have to furnish any quantity of shipments for transportation by Subhauler under this Agreement. Subhauler shall have the right to refuse to provide transportation for any specific shipments tendered to it, and may subhaul for other prime carriers during the effective period of this Agreement, which shall not be considered a breach of this contract. Subhauler shall not use equipment owned by V. Dolan Trucking, Inc. in performing services for other prime carriers without authorization from V. Dolan Trucking, Inc. It is the intent of the parties that Subhauler shall be an independent contractor when performing the service under this Agreement and that at no time shall a master-servant and/or employer-employee relationship be created or arise between the parties as a result of this Agreement or the transportation performed hereunder. Subhauler shall direct the operation of its equipment in all respects and determine the method, means and manner of performance, including, but not limited to, such matter as:

- A. When a load is to be picked up;
- B. How the vehicle is to be loaded and unloaded;
- C. Selection of routes;
- D. Rest stops;
- E. Where the vehicle is to be repaired;

- F. Selection of fuel and oil stops;
- G. If and when their own credit cards should be used;
- H. Time of delivery;
- I. If their employees should hire additional labor to load or unload the materials at pickup and destination points;
- J. Their own drivers' working hours;
- K. Their employees' working hours, compensation and conditions of employment;
- L. Which insurance company will provide insurance coverage; and
- M. The method of financing their own vehicle or vehicles

2. Subhauler agrees and warrants that all drivers and helpers involved in furnishing the service hereunder will be experienced, properly licensed and competent to perform the transportation and operate the vehicles provided hereunder. Upon request, Subhauler shall provide V. Dolan Trucking, Inc. with proof of current California drivers license and medical card, as per vehicle code 14606(b). Subhauler agrees to be responsible for and pay all wages, social security and unemployment insurance payments, workers' compensation premiums and payroll taxes that are required on behalf of it and its employees. Subhauler shall secure workers' compensation insurance coverage for all drivers and other persons employed to perform the service hereunder and, upon request, to furnish a copy or a certificate attesting to the effectiveness of the worker's compensation insurance policy to V. Dolan Trucking, Inc. If Subhauler employees no employees and has no workers compensation insurance, Subhauler shall complete and provide a workers compensation insurance waiver to V. Dolan Trucking, Inc. Subhauler agrees to indemnify and hold harmless V. Dolan Trucking, Inc. from any liability arising from the relationship between V. Dolan Trucking, Inc. and/or Subhauler and its employees, including the Subhauler as the owner operator of the equipment utilized under this Agreement.

3. Subhauler warrants and represents that it has filed an application with the California Highway Patrol, paid the required fee and is a participant in the Biennial Inspection of Terminals (B.I.T.) Program, as required by Section 34501-12 of the California Vehicle Code. Subhauler shall forthwith furnish V. Dolan Trucking, Inc. with proof of its participation in the B.I.T. Program.

4. If Subhauler employs any driver-employee in its service, it agrees to participate in the California Department of Motor Vehicles Employee Pull Notice Program, pursuant to Section 1808-1 of the California Vehicle Code. Subhauler shall forthwith furnish V. Dolan Trucking, Inc. with proof of its participation in the Pull Notice Program.

5. Subhauler warrants and represents that it has filed an application with the Department of Motor Vehicles, paid the required fee and shall furnish a copy of their Motor Carrier Permit to V. Dolan Trucking, Inc. along with the Motor Carrier of Property Certificate of Compliance form completed. Subhauler will notify V. Dolan Trucking, Inc. if its Motor Carrier Permit becomes suspended, revoked, or is otherwise rendered invalid.

6. The United States Department of Transportation Federal Highway Administration (FHWA) mandates that all employers of inter and intra-state drivers implement drug and alcohol testing for persons required to have a commercial drivers license (CDL) and who drive vehicles with a gross weight of over 26,001 pound and/or carry 16 or more passengers including the driver. Subhauler agrees to furnish V. Dolan Trucking, Inc. with proof of enrollment in a drug and alcohol program. In regulation with SB 871 Subhauler will complete and return a Third Party Reporting Agreement for participation in an Alcohol and Drug Testing Program.

7. Subhauler agrees to furnish and utilize vehicles that are properly licensed and equipped and in good running condition, to maintain same in proper working order, to provide all required fuel, oil, tires, tubes, service and repairs necessary for the operation of the equipment, and to pay any and all expenses incident to

such operation. Subhauler represents that the equipment operated under this Agreement shall be in full compliance with the requirements of the California Vehicle Code and regulations of the California Highway Patrol before it will be used under this contract. If Subhauler fails to keep the equipment in good, safe operating condition, V. Dolan Trucking, Inc. shall have the option to cancel this Agreement forthwith. Subhauler acknowledges that he/she is responsible for and shall pay any license, fuel, oil, tire repair, any and all damages due to drivers negligence, service and all other cost expenses incidental to the operation of the loading and unloading services, and fines or penalties for violation of any Federal, State or Municipal law or ordinance.

8. Subhauler shall, at his expense, secure and maintain in effect throughout this Agreement, public liability and property damages insurance in an amount equal to or greater than one million dollars (\$1,000,000) per occurrence, and with a DOMESTIC, ADMITTED INSURANCE CARRIER, acceptable to V. Dolan Trucking, Inc. Such policy will contain a provision that V. Dolan Trucking, Inc. will be given at least a thirty (30) day notice prior to coverage termination or cancellation, except in the case of a non-payment of premium where a ten (10) day notice is acceptable. Subhauler shall obtain an "Additional Insured endorsement naming V. Dolan Trucking, Inc. as Additional Insured. For all Subhaulers who pull V. Dolan Trucking, Inc. trailers, Subhauler agrees to provide "Unidentified Trailer" physical damage coverage. The limit is to be no less than \$25,000 per semi-end trailer, semi-bottom trailer or double bottom trailers, with deductibles no greater than \$1,000. Coverages are to include Collision & Comprehensive, or Specified Causes of Loss and Collision. Subhauler shall also obtain a Loss Payable endorsement naming V. Dolan Trucking, Inc. as Loss Payee for those trailers. V. DOLAN TRUCKING, INC. MUST BE FURNISHED WITH EVIDENCE OF SUCH INSURANCE. It is the responsibility of the Subhauler, not V. Dolan Trucking, Inc.; to make sure the required coverage has not expired and meets the specifications mentioned above. Subhauler agrees that he/she is responsible for all damage to trailers leased from V. Dolan Trucking, Inc. If the subhauler fails to secure the proper coverage covering V. Dolan Trucking, Inc.'s trailers, the amount of damage will be deducted from the Subhauler's monthly statement. Subhauler agrees to assume PRIME RESPONSIBILITY for and to indemnify and hold V. Dolan Trucking, Inc. free and harmless from all claims, losses and/or damages on account of injury to or death of any persons, or damage to property of any persons caused by or in any manner connected with the operation of equipment by Subhauler or its employees under this Agreement. As a precondition to any payment under this Agreement, Subhauler shall provide V. Dolan Trucking, Inc. with appropriate Certificate(s) of Insurance, Additional Insured endorsement and/or Loss Payable endorsement demonstrating coverage necessary under this Agreement, as well as the current name, address and telephone number of Subhauler's insurance representative.

9. Subhauler agrees to be responsible for the materials during the course of its transportation, and shall obtain and deliver to V. Dolan Trucking, Inc. a receipted document covering each shipment transported. It shall be the Subhauler's responsibility to complete freight bills accurately, and procure the necessary signatures. Tags are to be turned into V. Dolan Trucking, Inc. 5 DAYS from job date, and month end tags need to be delivered to V. Dolan Trucking, Inc. NO LATER THAN 10:00AM ON THE 2ND (SECOND) DAY OF THE MONTH following the month of service or the work performed will be processed with the next months work. The foreman MUST initial any changes in dispatch starting times, or early starts will NOT BE PAID. A 30-minute lunch break will be deducted unless the foreman initials the tag indicating that the driver has worked through the lunch period. Lunch period less than 30 minutes MUST also be initialed. All excessive loading, dumping or travel times MUST be explained on the tag. Long delays will be subject to deductions.

10. Copies of the tags should be distributed as follows:
- A. PINK-to Subhauler
 - B. GOLD- to Contractor
 - C. ALL OTHER COPIES-to V. Dolan Trucking, Inc.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Return to:

V. DOLAN TRUCKING, INC.
P.O. BOX 1090
PENNGROVE, CA 94951

As a business we are required to file Forms 1099. In order to properly complete our reporting requirements, we need certain information from you. Please complete the following and return to the address shown above. Thank you for your assistance.

Please check one box only and provide name and Taxpayer Identification Number.

Individual/Sole Proprietor

Name _____

Social Security Number | | | | - | | | - | | | | |

Corporation Partnership Estate or Trust

Full Business Name _____

Federal Employer Identification Number | | | | - | | | | |

Business Address _____

Mailing Address _____

Signature _____ Title _____

Telephone Number _____ Date _____

WORKERS COMPENSATION INSURANCE WAIVER
(DO NOT FILL THIS OUT IF YOU HAVE EMPLOYEES)

I, _____, operate my business as an owner-operator and are not required by law to carry Workers Compensation Insurance.

PRINT NAME: _____

ADDRESS: _____

DATE: _____

SIGNATURE: _____

EXPIRES ONE YEAR FROM DATE OF SIGNING

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**MOTOR CARRIER OF PROPERTY
CERTIFICATE OF COMPLIANCE**
809 (1-98) OPI 062

I, the undersigned, certify that _____
(Contracted Carrier's Name)
holds a Motor Carrier of Property Permit, Number _____, which is valid through _____,
(CA Number) *(Date)*
a copy of which is attached. I further certify that I, or a company officer, will immediately notify users of this company's services if the permit is suspended, revoked, or is otherwise rendered invalid.

Signature

Printed Name

Title

California Driver's License Number

Date

One copy of this certificate shall be provided to the person for whom services are provided (*the contracting motor carrier*); one copy shall be retained by the motor carrier of property (*the contracted motor carrier*). Copies shall be retained by both parties for the duration of the contract or period of service plus two years, and shall be presented for inspection upon the request of an authorized employee of the California Highway Patrol or the Department of Motor Vehicles.

COMPLETE AND RETURN WITH COPY OF MOTOR CARRIER PERMIT

Third Party Reporting Agreement
for Participation in an Alcohol and Drug Testing Program
(a completed copy of this agreement is to be forwarded to Primary Motor Carrier)

SB 871 requires Motor Carriers who hire the services of, or direct the operation of, a Third Party Trucking Company, to verify the Third Party Trucking Company is enrolled in, and complying with, a drug and alcohol testing program. This agreement is to accommodate SB 871 regulations.

I, _____ with _____
Name Company Name

hereby authorize my consortium to report my company's controlled substance and alcohol testing information to the Primary Motor Carrier stated below. Information is to include at a minimum; proof of participation in consortium, failure to comply with, and/or violations of, the Controlled Substance and Alcohol Testing Program rules as they apply to commercial license carriers. This authorization is valid until withdrawn by me in writing.

X _____ Date _____
Subhailer Signature

Social Security Number

Primary Motor Carrier Information

V. DOLAN TRUCKING, INC. _____
Primary Carrier

KIM FOWLER _____
D&A Supervisor

Mailing Address P.O. BOX 1090, PENNGROVE, CA 94951 _____
Street/City/State/Zip

Phone (707) 664-1409 EXT 804 _____ Secured Fax (707) 769-9120 _____

Primary Motor Carrier is maintain one copy for their files and forward a copy to Alcohol & Drug Testing Program

Alcohol and Drug Testing Program Information

Program Name Contact

Mailing Address Street/City/State/Zip

Phone Number _____ Account Number _____

