



Greetings and Happy New Year!

As 2019 gets underway, we are very excited about the season to come. We are optimistic that we will have a very good year with the amount of work and available trucks in the Valley!

We have gone over the former Corporation Subhaul Agreement and will now list/refer to Subhaulers as a Corporation or Subhaulers. We need everyone to sign all of the pages again, and provide current documents if anything has expired.

Page 2 has a list of everything we require, and the page number(s) to find each item.

Please scan and email all documents to this email: Rich@BenjaminsTransfer.com

If you choose to mail your paperwork, please do so to our office.

Benjamin's Transfer, Inc. ~ 7000 Button Lane ~ Dixon, CA 95620

All faxes go to ONE number:

FAX (707) 693-1571

Contact Phone Numbers:

Dispatch

Super Dispatch (530) 681-3369 – Ben

Bottoms Dispatch (530) 979-1179 – Brock

Field Operations (530) 979-1179 – Brock (Supers)

Accounting (707) 678-7439 – Rich



BENJAMIN'S TRANSFER, INC.

List of required items for the 2019 Corporation Subhauler Agreement:

- All 21 pages initialed in the lower right corner please!
- Signed 2019 Corporation Subhauler Agreement (pages 3 – 13)
- Signed Major Incident Response Procedures (page 14)
- Signed Cargo Spill Prevention Plan (page 15)
- Certificate of Insurance in accordance to the enclosed requirements (including covered vehicles list)
- SEPARATE** Additional Insured Endorsement naming Benjamin's Transfer, Inc. as **Additional Insured**.

Note: Your Agent knows what a Separate Additional Insured Endorsement is. Please show him the Agreement so that the paperwork is done correctly the first time!

- List of your Equipment, including VIN, License, Truck I.D. #, and CMAC # for each power unit
- Waiver of Workers Compensation Insurance (page 16) **OR** Certificate of Workers Comp. Insurance
- CARB Issued Annual Certificate of Reporting **OR** CARB Statement of Compliance (page 17)
Reminder about CARB Compliance: **ANY FINES** issued due to **YOUR** lack of Compliance will be paid by **YOU**, the Corporation Subhauler, **NOT** Benjamin's Transfer, Inc. **You MUST comply! If you add outside help, you are responsible for the CARB Compliance of those trucks.**
- CURRENT copy of your Motor Carrier Permit (MCP) ~ Expires _____
- Signed Motor Carrier of Property Certificate of Compliance (CHP 809) (page 18)
- Proof of Current Enrollment in a CHP approved Drug & Alcohol Consortium ~ Expires _____
- Signed Authorization for Release of Drug & Alcohol Testing Records (page 21)
- BIT Statement of Compliance (page 19)
- BIT Inspection Report ~ A copy from your most recent inspection.
- Federal W-9 Form ~ Taxpayer Identification and Certification
- Completed Contact / Equipment List (Page 22)

If you are also a Broker, please provide the following:

- Copy of your Construction Trucking Services Broker Surety Bond (as required by law)

Benjamin's Transfer freight bill must be used daily. Failure to complete Benjamin's Transfer freight bills will result in your freight bill being paid the following subhaul payment.



BENJAMIN'S TRANSFER, INC.

~ Corporation SUBHAUL AGREEMENT ~

BETWEEN Prime Carrier aka Carrier:

Benjamin's Transfer, Inc.

("Carrier")

7000 Button Lane

Dixon, CA 95620

Motor Carrier Permit Number: CA# 290430

Super Dispatch (530) 681-3369 ~ Bottom Dispatch (530) 979-1179

Accounting (707) 678-7439 ~ ALL Faxes (707) 693-1571 ~ Field Operations (530) 979-1179

E-mail: Rich@BenjaminsTransfer.com

and

CORPORATION (aka Subhauler):

Name*: _____ ("**Subhauler**")

dba Name*: _____

***NOTE:** Name(s) MUST match your Motor Carrier Permit! NO EXCEPTIONS! Sorry!

Mailing Address: _____
Street City State ZIP

Street Address if P.O. Box above: _____

Telephone(s): _____ FAX: _____

Email: _____

Emergency Contact Name and Number(s): _____

Motor Carrier Permit Number: _____ Date Signed: _____ (**AGREEMENT DATE**)

**~ SUBHAUL AGREEMENT ~
RECITALS & RELATIONSHIP OF PARTIES**

Benjamin's Transfer, Inc., (hereinafter referred to as "Prime Carrier" or "Carrier") is a California Corporation engaged in the transportation of property in intrastate commerce under operating authority of the California Department of Motor Vehicles (hereinafter referred to as "DMV").

Corporation (hereinafter referred to as "Subhauler") is engaged in the trucking business and is fully familiar with the trucking services to be provided and the conditions under which the work is to be performed. Subhauler has title to the vehicle(s) described in Appendix A to this Agreement (hereinafter referred to as "Subhauler equipment"), or has the right to the exclusive use of this Subhauler equipment, and has lawful possession of this Subhauler equipment. Subhauler has all state, federal, county, or city certificates, permits, registrations, authorizations and licenses that are required or necessary for the conduct of business and the performance of transportation services under the terms of this Agreement. Subhauler will continue to have such certificates, permits, registrations, authorizations and licenses in full force and effect at all times while providing services under the terms of this Agreement.

Carrier desires to secure the services of the above named Subhauler for the transportation of bulk aggregates, construction materials and/or heavy equipment in intrastate commerce, as may be provided by Carrier. Subhauler desires to contract with Carrier to transport said commodities.

It is the expressed intent of all the parties hereto that Subhauler is a Corporation, and not an employee, agent, "joint venture", or partner of Carrier for any purpose whatsoever. This Agreement is intended by the parties to create the relationship of Carrier and Subhauler, and not an Employer-Employee relationship. Neither the Subhauler nor its employees shall be considered employees of Carrier at any time under any circumstances, or for any purpose. Neither party is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise; except as herein specifically provided in this Agreement. Carrier shall have no right to, and shall not, control the manner or prescribe the method of accomplishing those services which shall be contracted to and performed by Subhauler pursuant to this Agreement.

The provisions of this Agreement that reserve ultimate authority to Carrier have been entered into to ensure compliance with federal and state laws, rules, and interpretations thereof. None of the provisions of this Agreement shall be interpreted or construed as creating or establishing an employer-employee relationship between Carrier and Subhauler, or between Carrier and any driver, agent, servant or other employee of Subhauler.

Therefore, in consideration of the mutual promises and Agreements set forth in this Corporation Subhauler Agreement ("AGREEMENT"), Carrier and Subhauler agree as follows:

1. Subhauler's REPRESENTATIONS AND WARRANTIES AS FOLLOWS:

- A. Subhauler is engaged in the trucking business and uses the equipment listed in the attached "Schedule of Vehicles" in the conduct of Subhauler's business. Subhauler will maintain and operate said equipment in compliance with the requirements of all regulatory bodies at all times while providing services covered by this Agreement and assures Carrier that said equipment is in proper operating condition prior to accepting a dispatch. Subhauler warrants that the equipment supplied by him for performance of services under this Agreement is fully licensed for operation in the State of California, insured, and complies with all licensing conditions and/or safety requirements imposed upon the Prime Carrier by the State of California regarding operations for the Prime Carrier. Subhauler accepts responsibility for any violation(s) of law by Subhauler and/or Subhauler employees and/or Corporation Subhaulers working through Subhauler.
- B. Subhauler is the holder of all State, Federal, County, or City certificates, permits registrations, authorizations and licenses which are required or necessary for the conduct of business as a Motor Carrier. For the performance of services covered by this Agreement. Subhauler will continue to hold such certificates, permits, registrations, authorizations, licenses in full force and effect at all times while providing services covered by this Corporation Subhauler Subhaul Agreement. Subhauler shall immediately notify Carrier and cease to provide all services under this Agreement in the event Subhauler's operating authority is suspended or revoked by DMV, CHP and/or FMCSA during the time this Agreement is effective. Suspension of Subhauler's operating authority will constitute a material breach of this Agreement.
- C. Subhauler is in compliance with the California Air Resource Board (CARB) and it's regulations for diesel trucks. This compliance is required by California law and by Carrier. **Subhauler IS RESPONSIBLE FOR ANY FINES LEVIED BY THE AIR RESOURCE BOARD. Carrier WILL NOT PAY SAID FINES CAUSED BY Subhauler NOT BEING IN COMPLIANCE.** Fines will be withheld from Subhauler's earnings if levied. Subhauler is responsible for the compliance of all trucks that are dispatched by the

subhauler when fulfilling carrier's truck request. Carrier will not pay said fines caused by trucks dispatched by subhauler. Fines will be withheld from Subhauler's earnings levied.

- D. Subhauler is an Corporation Subhauler and shall provide services covered by this Agreement only as an Corporation Subhauler, and not as an employee of Carrier. **Note:** Carrier may, at his sole option, require Subhauler, as an Corporation Subhauler, to obtain Workman's Compensation Insurance for himself.
- E. Subhauler shall furnish at its reasonable discretion, selection and expense any labor required incident to the operation of the Subhauler Equipment and the Trailer Equipment and the pickup, packing, loading, unloading, assembling, disassembling, delivery, and documentation of shipments in performance of services to be provided under this Agreement. Subhauler shall be solely responsible for the direction and control of its employees, agents and servants, if any, performing services for Carrier under this Agreement. Subhauler shall be responsible for the selection, hiring, terminating, training, supervision, work assignment, and direction of its employees, agents and servants. Subhauler shall be responsible for the wages, hours, and working conditions of its employees, and for addressing its employees' grievances. Subhauler shall determine the method, means, and manner of the performance of the work of its employees, agents, and servants, if any, and performance of services pursuant to this Agreement. **NOTE:** Carrier shall neither have, nor exercise, disciplinary authority or control over Subhauler's employees. Carrier shall have no authority to supervise or direct Subhauler's employees in the performance of work for Subhauler, and shall have no authority or right to select, approve, hire, terminate, or discipline any of Subhauler's employees.
- F. Subhauler agrees to make certain and warrants and represents that all persons retained to drive vehicles hereunder will hold the appropriate commercial driver's license required by state or federal law and that all persons retained by Subhauler to drive vehicles shall fully satisfy and comply with any and all applicable federal and state laws governing the operation of commercial vehicles on the public highways. Subhauler shall not allow any person identified as a "negligent operator" by any state or federal law to operate a vehicle or otherwise provide services for Carrier hereunder. Upon written request, Subhauler shall provide Carrier with a true and complete copy of the driver file maintained for each driver allowed by Subhauler to drive a vehicle hereunder and/or copies of all driver daily records for those days when the driver performed any services hereunder.
- G. Subhauler assumes full responsibility for maintaining adequate worker's compensation insurance coverage for itself and all employees, agents or servants whom Subhauler retains to perform services related to this Agreement. Subhauler shall provide Carrier with appropriate written evidence of said coverage by which Carrier will receive thirty (30) days' notice of cancellation or change in coverage. Subhauler agrees, upon reasonable request by Carrier, to have his Agent provide Carrier with a list of all driver employees covered by Subhauler 's worker's compensation insurance policy. The coverage amount shall be \$1,000,000.00. Subhauler recognizes that neither Subhauler nor Subhauler EMPLOYEES are eligible for coverage under the Workman's Compensation Insurance policy held by the Carrier. Subhauler recognizes that he is not entitled to make any claim with respect to any Workman's Compensation Insurance policy held by Carrier. Subhauler agrees that he will hold Carrier harmless for any related injury/injuries.
- H. Subhauler agrees to defend, indemnify and hold Carrier harmless from any and all liability, regardless of the cause thereof, including attorney's fees, imposed or claimed, arising out of any injury, disability or death of any person performing services under this Agreement. In the event that any judgment is enforced against Carrier for any costs or expenses resulting from any employment or other relationship of employees, agents, or Sub-Subhaulers of Subhauler, Subhauler agrees to defend, indemnify and hold Carrier harmless from and against any liability, expense or costs arising out of such judgment.
- I. Subhauler warrants that he maintains insurance coverage for public liability and property damage (PL & PD) insurance covering all operations of the Subhauler, including liability assumed under this and other contracts, and including all vehicles and equipment operated by Subhauler, whether owned, rented, or borrowed. Subhauler warrants that he/she is a covered driver on said insurance policy, and that only covered drivers will drive Subhauler vehicles. The limits for said coverage are no less than \$1,000,000.00 for the services performed pursuant to this Agreement. Carrier is not responsible for premiums for the required insurance. Subhauler shall have the Carrier named as an Additional Insured on a statewide basis, and shall produce evidence of the Insurance Certificate AND the **SEPARATE**

Additional Insured Endorsement thereof to the Carrier. It is also agreed that such insurance protection extended to the Carrier, as the Additional Insured, shall be **PRIMARY** insurance and any other protection to the Carrier shall be excess over such insurance. Certificates of insurance shall be issued evidencing all coverage under the above. The remarks section of the certificate should include: VIN for tractors and type of unidentified trailers. Subhauler's Agent will provide a list of all identified equipment covered by the said PL & PD insurance. Furthermore, Subhauler agrees that said insurance coverage may not be canceled by any party thereof for any reason without ten (10) day's prior written notice to the Carrier. In the event this Agreement is terminated, such insurance shall provide coverage for claims that occurred during the term of the Agreement, but were not reported until after this Agreement was terminated, for a period of two (2) years after termination. Such insurance shall be issued by a Company authorized to conduct business in the State of California with a minimum A.M. Best rating of "A-VI" or better. If any coverage provided hereunder is subject to deductibles, Subhauler shall be liable to Carrier for such deductibles. The insurance requirements set forth shall not be limited by, nor shall they limit, the indemnity requirements set forth elsewhere in this Agreement.

- J. By agreeing to provide services requested by Carrier, or by undertaking such services, Subhauler warrants that all conditions precedent in Section 1 of this Agreement have been satisfied and remain effective for the duration of Subhauler's provision of services pursuant to this Agreement. Subhauler shall indemnify and hold harmless Carrier for any damages resulting from breach of these warranties.

II. TERMS AND CONDITIONS OF TRANSPORTATION SERVICE:

Note: Carrier's business policy will comply with all applicable laws. Subhauler's business policy will comply with all applicable laws (see II G. below). Carrier will not accept responsibility for any violation(s) of law by Subhauler or Subhauler employees or other Corporation Sub-Subhaulers working through Subhauler.

- A. From time to time, Carrier shall request Subhauler to provide service. Upon said request, Carrier shall notify Subhauler of material to be transported and of the time and location of the place to load, all within a reasonable time prior to the Customers required delivery time. Timely performance is the essence of this Agreement. Insofar as practical, Carrier shall provide Subhauler with reasonable scheduling information. Subhauler agrees to begin the transportation services promptly as scheduled and as requested by Carrier, to perform diligently, in a safe manner, in good faith and in full cooperation with Carrier and with Carrier's customers, and to complete the services as requested by Carrier. Failure to maintain the timely performance standard herein set forth shall constitute a material breach of this Agreement. If Subhauler begins services earlier than scheduled by Carrier, Subhauler must procure the necessary signature from the customer of the Carrier, signifying the change in schedule was ordered by the customer. No such signature will revert tag back to time Carrier scheduled Subhauler to begin service for that day.
- B. Subject only to requirements imposed by law, Subhauler shall direct, in all respects, the operation of its Subhauler Equipment used, and/or employees or other Corporation Sub-Subhaulers used, and shall exercise full discretion and judgment as an Corporation Subhauler in determining the means and methods of performance of service under the terms of this Agreement.
- C. Carrier shall have no control over the persons employed by Subhauler in providing services under this Agreement. Carrier shall have no authority to supervise or direct Subhauler's employees in the performance of work for Subhauler, and shall have no authority or right to select, approve, hire, terminate, or discipline any of Subhauler's employees other than as stated below in "E.," unless safety violations force Carrier to not allow Subhauler and/or its employees to return to job.
- D. Subhauler shall be solely responsible for the direction and control of its employees, agents and servants, if any, performing services for Carrier under this Agreement. Subhauler shall be responsible for the selection, hiring, terminating, training, supervision, work assignment, and direction of its employees, agents and servants. Subhauler shall take responsibility for the wages, hours, and working conditions of its employees, and for addressing its employees' grievances. Subhauler shall determine the method, means, and manner of the performance of the work of its employees, agents, and servants, if any, and performance of services pursuant to this Agreement.

- E. Subhauler will employ capable and responsible persons to operate Subhauler equipment safely and expeditiously, and will maintain Subhauler equipment so as to efficiently perform the services required. Upon reasonable request by Carrier, Subhauler will provide a current report from the Department of Motor Vehicles of Subhauler's own "Drivers Record Information", and similar such reports of Subhauler employees, if any.
- F. Subhauler is responsible for complying with all applicable laws, rules, regulations, ordinances and other requirements imposed by federal, state, county or municipal government authorities in the conduct of its business. Subhauler is responsible for ensuring that its employees are in compliance with all applicable laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county or municipal government authority in the conduct of its business. Subhauler shall provide services under this Agreement in accordance with all applicable State and Federal regulations. Subhauler agrees to comply with Federal and State Mandated Safety requirements and programs.
- G. Subhauler shall be in compliance for all **CARB** requirements (**California Air Resource Board**). Written Documentation is required for CARB Compliance by providing either a copy of Subhauler's Annual Certificate of Reporting or a sworn statement declaring Compliance (for those who are not required by law to report at this time). Note: any fines or fees assessed that result from lack of Compliance by Subhauler will be his responsibility.
- H. Subhauler shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to **safety**. Subhauler shall conduct inspections to determine that safe working conditions exist at all times and that the Subhauler Equipment complies with safety regulations at all times. Subhauler accepts sole responsibility for the safety of its employees, if any, and agrees to perform all services hereunder in a safe, responsible and lawful manner. Subhauler shall ensure that all vehicles used by Subhauler to provide the services covered by this Agreement are in safe operating condition and that they are operated in compliance with all applicable provisions of local, state and federal law, including, but not limited to, the Federal Motor Carrier Safety Regulations, the California Vehicle Code, including the California Highway Patrol (hereinafter referred to as "CHP") BIT Program, the DMV Pull Notice Program, Title 13 of the California Code of Regulations, and safety regulations promulgated by the California Occupational Safety and Health Administration and the Mine Safety and Health Administration.
- I. Subhauler shall immediately notify Carrier of any accident or incident involving property damage or bodily injury to persons that occurs while performing service for Carrier or while pulling Carrier's trailer equipment ("Trailer Equipment"). Such notification shall include: a description of damage or injury; an estimated cost of repair with documentation supporting the cost estimate; date, time and location of occurrence; name, address, and telephone number of witnesses to either the occurrence or the existence of any damage claimed; and the name, address and telephone number of the person using the Subhauler Equipment and/or the Trailer Equipment at the time of the accident/incident. Failure to immediately notify Carrier of accident/incident shall constitute a material breach of this Agreement.
- J. Subhauler shall be responsible for all costs and expenses incident to its performance of services, including all operating and maintenance costs for the Subhauler Equipment provided by Subhauler, including, but not restricted to labor and labor expenses, fuel and oil, repairs, any and all insurance(s), permits, fees, licenses, fines, taxes levied or assessed, motel/meal expenses, all detention and accessorial services, gross revenue taxes, road taxes, tolls and ferries, equipment use fees or taxes, base plates, and any other tax, fine, or fee imposed or assessed against the Subhauler Equipment, cargo, or Carrier by any local, state or federal authority as a result of the acts or omissions of Subhauler or the employees, agents or servants of Subhauler. If Carrier incurs any loss or expense due to a violation, such loss or expense shall be borne by Subhauler and shall be deducted from payment due to Subhauler.
- K. Carrier shall have no obligation or responsibility to Subhauler or Subhauler's employees, agents, or servants for any fine, cost or penalty, monetary or otherwise, arising out of Subhauler or Subhauler's employees' violation of any law, rule, ordinance, or regulation of any and all governmental authority regulating any aspect of the services that Subhauler or its employees are providing for Carrier, under this Agreement.

- L. IF the Carrier pays any expenses on behalf of Subhauler (commonly referred to as a Subhaul Advance), Carrier will deduct the amounts of such expense from any amount owed by Carrier to Subhauler. Note: at Carrier's discretion, a 5% handling fee for said expenses advanced to Subhauler **may** be charged.
- M. Subhauler shall be solely responsible for compensating any persons, including, but not limited to employees, agents, and other Corporation Subhaulers, engaged by Subhauler in connection with services performed pursuant to this Agreement. Subhauler assumes full and sole responsibility for the payment of all wages, benefits and expenses of its employees, agents, or servants (including without limitation, the payment of prevailing wages), if any, and for all state and federal income tax withholdings, unemployment insurance, and social security taxes as to all persons employed by Subhauler. Subhauler shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by governmental authorities with respect hereto. In no event shall Carrier be responsible for the wages, benefits or expenses due Subhauler's employees, agents or servants. Carrier is not authorized to withhold state or federal income taxes, Social Security taxes, unemployment insurance taxes, or any other local, state or federal tax and/or levy on behalf of Subhauler or Subhauler's employees. Subhauler shall defend, indemnify, save and hold harmless Carrier from any and all liability, losses, costs or expenses Carrier may incur by Subhauler's failure to comply with the terms of this Agreement.
- N. Carrier shall act as a dispatching agent for Subhauler.
- O. Subhauler shall be responsible for cargo hauled for Carrier's Customer and shall obtain and deliver to Carrier a completed and duly SIGNED document (hereinafter known as a "Freight Bill or Truck Tag") covering such shipments transported.

III. TERMS AND CONDITIONS OF PAYMENT

- A. Prior to, or within a reasonable time after commencement of work on a project, Carrier and Subhauler shall agree on the rate of compensation for the project. Unless otherwise agreed to in writing, Carrier will pay Subhauler for services provided under this Agreement, an amount equal to ninety-five percent (95%) of the rate agreed to by Subhauler and Carrier for each specific project performed by Subhauler under this Agreement (less items listed in III. D.).
- B. **Benjamin's Transfer freight bill must be used daily. Failure to complete Benjamin's Transfer freight bills will result in your freight bill being paid the following subhaul payment.** Many of our customers are invoiced electronically and their systems are formatted to accept only Benjamin's Transfer tags. If additional tags are needed, please contact your dispatch and they will provide you with more. All other forms of freight bills will be rejected by these customers and an additional freight bill will need to be filled out by your replicating the trucks day in order to be submitted to the customer.
- C. Subhauler shall record weights, time, volumes and/or loads on a freight bill (aka Truck Tag) as required by Carrier for work performed. Upon the conclusion of **each workday**, Subhauler shall obtain the signature of an authorized jobsite representative on the freight bill. Prior to payment for services rendered, it shall be the Subhauler's responsibility to obtain truck tags, to procure the necessary signatures, and to deliver or mail all truck tags to Carrier's proper office or other location designated by Carrier, no later than 48 hours after completion of the workday covered by the truck tag. Clear Faxed copies are acceptable to (707) 693-1571. Scanned and emailed copies are acceptable to Rich@BenjaminsTransfer.com. **No truck tags will be accepted after 30 days.** Freight bills submitted 30 calendar days or more after completion of the workday will be considered a waiver by Subhauler of any right to payment. Subhauler will be paid only for the work included on the signed freight bill. Carrier has no obligation to pay Subhauler amounts not supported by a properly completed and signed freight bill. Carrier has no obligation to pay Subhauler for any work related to a freight bill which is false and/or fraudulent.
- D. Prime Carrier will prepare a monthly statement covering services performed under this Agreement by Subhauler for Carrier and will compensate Subhauler for services performed under this Agreement at rates furnished for each work project. Except as provided herein, payment for freight bills received timely by Carrier will be made to Subhauler not later than the twenty-fifth (25th) calendar day of the month

following the month in which the services were performed. In the event this day falls on a weekend or holiday, payment will be made on the next workday.

- E. Subhauler hereby authorizes Carrier to deduct from such amount specified in Paragraph II, L. any amounts owed by Subhauler to Carrier including, but not limited to the following:
1. Any amounts for trailer rental, if Carrier leases trailers to Subhauler. Terms and conditions for such trailer rental shall be set forth in a separate Trailer Lease Agreement.
 2. Any amounts for service station charges, repairs, maintenance, tires, parts, oil, fuel, housing costs, or other purchases made by Carrier on behalf of the Subhauler, plus a 5% handling charge (extra charge at Carrier's discretion).
 3. Any amounts advanced by the Carrier on behalf of the Subhauler for labor-related items, including, but not limited to, Workers Compensation Insurance, Teamster Union fringe benefits, Teamster Union dues, and Teamster Union fees, plus a 5% handling charge (extra charge at Carrier's discretion).
 4. Any amounts for which Carrier may be liable by failure of Subhauler to conform to the terms of this Agreement.
 5. Any cash advances made by Carrier at Subhauler's request, plus a 15% handling charge thereon, **unless** such charge is waived by the Carrier or prohibited by law.
 6. Any charges for fuel (including applicable taxes thereon) purchased from the Carrier by the Subhauler plus a 5% handling charge (handling charge at Carrier's discretion).
 7. Any claim for loss, shortage, damage, or contamination of cargo handled by Subhauler.
 8. Subhauler back charges to the Carrier based upon Subhauler negligence or service failures during performance of this contract.
- F. Payment otherwise due to Subhauler may be withheld in whole or in part by Carrier as provided herein; including without limitation, on account of Subhauler's defective performance not remedied, improper insurance, claims filed or reasonable evidence indicating probability of filing of claims against Subhauler or Carrier, failure of Subhauler to make payments to its employees or Subhaulers, failure of Subhauler to provide Certified Payroll documentation, or for material, supplies, labor, or a reasonable doubt that the work can be completed for the balance then unpaid. If the foregoing causes are resolved to Carrier's satisfaction, the withheld payments shall promptly be made to Subhauler. If the said causes are not so resolved, Carrier may, but is not required to, rectify the same at Subhauler's expense. Carrier is hereby expressly granted the right to setoff of any payments due Subhauler under the provisions of this Agreement against any other obligations that may be due from Subhauler to Carrier.
- G. Notwithstanding any other provisions of this Agreement to the contrary, Carrier may withhold from Subhauler the Subhauler portion of fees and/or amounts imposed by authorized Federal or State Agencies upon transportation performed pursuant to this Agreement. If such withholding is made, Carrier shall pay said fees to the authorized Federal or State Agencies on behalf of the Subhauler.
- H. Negotiation (cashing, depositing or otherwise endorsing) by Subhauler of Carrier's check covering work done on a project shall be binding conclusive proof of Carrier and Subhauler's Agreement to the rate, amount and type of compensation paid in said check.
- I. Carrier shall have no liability to Subhauler on any disputed payment unless Subhauler notifies Carrier in writing, within 15 days of receipt of the disputed payment that the payment received did not cover all services performed in the previous month, and that additional monies are due to Subhauler.

IV. EFFECTIVE DATE OF AGREEMENT, SUSPENSION, AND TERMINATION:

- A. This Agreement shall become effective on the date that both parties sign it and shall continue in effect until December 31, 2020. This Agreement contains the entire understanding between the parties and shall not be modified, altered, changed or amended in any respect unless done in writing and signed by both parties. This Agreement supersedes, replaces, and takes precedence over any prior understanding or oral or written Agreement between the parties with respect to the subject matter of this Agreement. No operation plan, procedure, practice, method, or custom shall in any manner vary or change the terms and conditions of this Agreement. This Agreement may only be amended by the written consent of both the Prime Carrier and the Subhauler at the time of such amendment. This Agreement shall be governed by and constructed in accordance with the Laws of the State of California. Jurisdiction and Venue shall rest in the State Courts located in Mendocino County or Federal Courts located in the Northern District of California.
- B. This Agreement may be terminated by the Prime Carrier if Subhauler fails to perform his duties to the very best of his abilities, in good faith, in a reasonable SAFE manner consistent with good industry standards, and/or to the standards set forth in this Agreement and/or any of the following reasons:
1. Subhauler's improper maintenance of Subhauler's Equipment.
 2. Subhauler's causing or allowing excessive damage to Carrier's Equipment.
 3. Subhauler's failure to comply with applicable laws of the United States and the State of California.
 4. Subhauler's failure to obey lawful and proper orders in carrying out work assignments and/or failure to complete a job assignment in accordance with the terms of such assignment.
 5. Subhauler's failure to maintain the insurance required under this Agreement or under the laws of the State of California and the regulations of the California DMV.
 6. Subhauler's failure to notify Carrier when Subhauler, its employees, agents or servants are involved in an accident, without regard to fault or the nature and/or severity of the accident.
 7. Subhauler's loss of driving privileges and/or disqualification from driving.
 8. Subhauler's submission of freight bills which are false and/or fraudulent.
- C. This Agreement shall be continuous until either party, without cause, issues written notice with five (5) days prior written notice by certified mail to the other party, with the date of mailing commencing said five (5) day period.; except as provided in "B." above.
- D. Any actions, voluntary or involuntary, against the Subhauler under any bankruptcy or insolvency proceeding or any assignment for benefit of creditors by the Subhauler shall constitute default by the Subhauler. Such default shall give Prime Carrier the option to terminate this Agreement.
- E. Upon termination of this Agreement, Subhauler shall complete delivery of any shipment it may be engaged in transporting at the time of said termination. Should Subhauler fail to complete delivery of any shipment and/or fail to return all of Carrier's Trailer Equipment to Carrier's specified location, Subhauler will be liable for all expenses incurred by Carrier to complete delivery of shipment and to recover its Trailer Equipment. Pending any final settlement, Carrier is authorized to retain such sums as deemed necessary by Carrier to cover Subhauler's liability to Carrier.

V. AMENDMENTS and RENEWAL/EXTENSION:

- A. This Agreement can only be amended or changed in writing executed by both parties. This Agreement can be renewed for an extended period, but only in writing, and signed by both parties.

VI. LIABILITIES, INDEMNIFICATION, & OBLIGATIONS:

- A. Nothing in the Subhaul Agreement shall be construed to authorize the Subhauler to incur, and the Subhauler shall be expressly prohibited from incurring, any financial liability in the name of, for, or on behalf of the Prime Carrier. The Subhauler shall be solely and personally responsible for any financial liabilities incurred by him in contravention of the foregoing. The Subhauler also shall be solely and personally responsible for any claims, loss, or damage arising out of his performance of this Agreement.

- B. By agreeing to provide services requested by Carrier, and/or by undertaking such services, Subhauler warrants that all conditions precedent in this Agreement have been satisfied and shall remain effective for the term of this Agreement. Subhauler shall defend, indemnify and hold Carrier harmless from and against any damages, threatened or actual, resulting from a breach of these warranties.
- C. Subhauler shall defend, indemnify and hold harmless Carrier, General Subhauler(s) and Owner(s), including their officers, directors, agents, employees, affiliates, parents and subsidiaries, and each of them ("Indemnitees") of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultants fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or related to or in connection with Subhauler's performance under this Agreement for, but not limited to:
1. Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subhauler, Carrier, General Subhauler(s) and Owner(s) and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any act or omission of Subhauler or anyone directly or indirectly employed by Subhauler or anyone for whose acts Subhauler may be liable regardless of whether such personal injury or damage is caused by and regardless of the theory of liability asserted against an indemnified party.
 2. Property damage including, but not limited to, damage to both real and personal property, physical damage to any property, whether or not such property was manufactured by Carrier, General Subhauler(s) or Owner(s), costs to repair defects in property, diminution in property value, loss of use, loss of economic value, consequential losses, and any other damages associated with damage to, destruction of, defects in, or loss of real or personal property, regardless of whether such damage is caused by a party indemnified hereunder and regardless of the theory of liability asserted against an indemnified party.
 3. Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused in whole or in part by the action or inaction of Subhauler.
 4. Claims or liens for labor performed or materials used or furnished to be used on the job, and all incidental or consequential damages resulting to General Subhauler(s) or Owner(s) from such claims or liens
 5. Failure of Subhauler to comply with any provisions of this Agreement regarding insurance.
 6. Any violation or infraction by Subhauler or its employees, agents or servants of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Carrier's Trailer Equipment, General Subhauler(s), Owner(s), or others' equipment.
- D. The indemnification provisions set forth above shall extend to claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Carrier, General Subhauler(s) or Owner(s) or any other Indemnitee. Subhauler, however, shall not be obligated under this Agreement to indemnify an Indemnitee from any claims that are determined by a court or arbitrator to arise from the sole negligence or willful misconduct of said Indemnitee. The negligence or willful misconduct of an Indemnitee shall not limit or modify Subhauler's defense and indemnity obligations as to any other Indemnified Party. Subhauler's duty to defend the Indemnitee is wholly Corporation and/or separate from its duty to indemnify and hold harmless the Indemnitee. Subhauler shall:
1. At Subhauler's own cost, expense, and risk, defend all claims that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees, agents or servants of Subhauler, against Carrier, General Subhauler(s) or Owner(s) or their employees or agents, or any of them.
 2. Pay and satisfy any judgment or decree that may be entered against Carrier, General Subhauler(s) or Owner(s) or their employees or agents, or any of them, arising out of any such claim; and/or

3. Reimburse Carrier, General Subhauler(s) or Owner(s) or their employees or agents for any and all legal or investigative expense incurred by any of them in connection herewith or in enforcing any indemnity granted in the Agreement.
- E. The foregoing indemnity and hold harmless obligation of Subhauler includes and applies without limitation to any strict liability imposed by law and to injury and damage to Carrier, Subhauler, or third parties, or any or all of them, and their respective property, employees, agents, and representatives, regardless of how any such injury or damage may be caused or suffered by reason of the concurrent or contributory negligence, whether affirmative or passive of Carrier its agents, employees, representatives, or Corporation Subhaulers.
- F. This indemnity and hold harmless Agreement shall apply as a separate and distinct Agreement and shall not be limited by the provisions of any insurance policy held by or for Subhauler.
- G. In the event that any tribunal of competent jurisdiction levies any judgment against the Prime Carrier for any labor costs resulting from any employment relationship of employees, agents, or Corporation Subhaulers of the Subhauler, the Subhauler agrees to indemnify the Prime Carrier for all such costs. As stated herein, labor costs include, but are not limited to, all wages and salaries, state and federal employment income taxes, social security taxes, workers compensation, unemployment, disability, fringe benefit payments, and any other employer contributions as required by law. Moreover, the Subhauler agrees that the Prime Carrier shall have no other responsibility whatsoever to the Subhauler, its drivers, helpers, or any other of its employees for payment of any fines or subsistence or for any resulting expenses of any nature incurred in the performance of this Agreement.
- H. Subhauler's rights and obligations under this Agreement are personal to the Subhauler, and shall NOT have the right to assign any of his rights or delegate any of his duties without the express written consent of the Prime Carrier. Any non-consented to Assignment or delegation shall be void and shall constitute a default by the Subhauler.
- I. This Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto.
- J. If any action in law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which that party may be entitled.
- K. Any notices to be given hereunder by either Subhauler or Prime Carrier to the other party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Subhauler and Carrier at the addresses listed at the top of this Agreement, but each may change that address by written notice in accordance with this paragraph. Notices delivered in person will be deemed communicated as of the actual receipt; mailed notices will be deemed communicated as of two business days after mailing.
- L. If any provision in this Agreement is deemed invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in full force and effect without being deemed impaired or invalidated in any way.
- M. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. For purposes of this Agreement, the facsimile signatures of any party hereto shall constitute and be deemed an original signature.
- N. The failure of Carrier to enforce at any time any of the provisions of this Agreement, or to exercise any option herein provided, or to require at any time performance by Subhauler of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Carrier to thereafter enforce each and every such provision.

- O. The laws of the State of California as to interpretation and performance shall govern this Agreement. Each party has had the opportunity to be represented by Corporation counsel of its own choice during negotiations preceding execution of this Agreement and addenda to this Agreement, the parties agree that the terms of this Agreement shall be given a neutral interpretation and any ambiguities or uncertainty in the Agreement shall not be construed against either party.

In witness whereof, an authorized representative of the parties hereto have caused this Agreement

to be executed on this _____ day of _____, 2019.

By: _____
Subhauler Printed Name & Title Subhauler Authorized Signature

For: _____
Subhauler Company Name

By: Benjamin Button, President _____
Carrier Authorized Signature

For: Carrier Benjamin's Transfer, Inc.

Major Incident Response Procedures

These guidelines provide a course of action to follow in the event of any major accident, including unintended releases/spills that pose a threat to public safety, collisions, cargo loss or fuel spill on a traveled public roadway, etc. It's better to call 911 in good faith and not require their services, than not to call at all.

As soon as it is safe, CALL 911 to report the incident!

Note: If you are calling 911 from a cell phone and are put on hold for an excessive period of time, call CHP Valley Division Center at (916) 731-6300.

Step 1. Protect yourself. You will be of no help if you are hurt yourself, so stay safe. Keep out of the way of live traffic and don't enter a hazardous situation.

Step 2. Protect the Public. Warn others using whatever you can: emergency triangles; flags; beacons; emergency flashers; CB radio; waving your arms; etc. (remember-stay out of harms way while doing so and make sure to have your safety vest and hard hat on)!

Step 3. Notify Dispatch. Immediately after calling 911, call your Dispatcher and report the incident. Give your Dispatcher as much information as possible, including whether there are injuries and what will be needed for cleanup.

NOTE: If this is a **Night Job** with a Night Truck Boss, PLEASE CALL HIM FIRST AND TRY TO LEAVE YOUR DISPATCHER ALONE. THANKS.

Super Dispatch Number: (530) 681-3369

Bottom Dispatch Number: (530) 979-1179

ONLY if you are unable to reach the individuals noted above, contact the following:

Field Operations, Brock Neil: (530) 979-1179 or Marco Franklin: (707) 693-5232

Step 5. Remain available by Phone. During the early stages of an incident response, you are the key point of contact onsite. Do your best to remain available by phone to provide updates and additional information to those coming to assist you.

REMEMBER, good pre-planning and good decision making is imperative in preventing accidents.

I acknowledge that I have read the Major Incident Response Procedures and will try to abide by them.

Printed Name & Title

Signature

Date

Cargo Spill Prevention Plan Policy

All Aggregate Trucks

Make sure to check the following during your pre-trip inspection:

1. Gates working: close tightly with no gaps (and no asphalt build up).
2. No holes in cargo area.
3. Mud flaps intact and not missing/torn/damaged.
4. No dirt/rocks built up on axles, suspension, steps, fenders, etc.
5. No rocks stuck between dual wheels.
6. Check hitch, safety chain, drawbar and turntable to ensure trailer is securely attached.
7. Check the trailer frame for cracks.
8. Check that the equipment is not leaking fluids that could create a hazard during transport.

Watch the loader/bunker when you are getting loaded. If material spills on fenders or shed plates, stop and clean it off before leaving the quarry. Stop and walk around your truck before leaving the quarry after loading. Check that gates are closed tightly, and sweep off any rocks/dirt on fenders, sideboards and shed plates.

Prevent asphalt buildup on your gates. Use release agent (soap) before loading. After delivering your last load of the day, **clean your trailer out**. Scrape any asphalt off of the gate faces. Spray the gates with release agent. Park with the gates open. In the morning, make sure there is no asphalt buildup on the gate faces; if there is, scrape it off!

Bottom Dumps

1. Test the Versa valve air spring once each day using the following method (do this with empty trailers, and DO NOT cycle your gates electrically until AFTER doing this test):
 - a. Without touching the palm button, push the lever in to open the gate.
 - b. Immediately release the lever-it should spring back into the closed position.
 - c. If it does, cycle your gates electrically and continue working. If the lever remains in the open position, the air spring is defective. Chain your gates closed and contact your dispatcher for instructions.
3. Cycle your gates at the load site prior to picking up each load.
4. Cycle your gates after unloading each load **before** driving back onto the public roadway.

Note: "Cycle your gates" means: Activate the safety switch, then activate the front gate control switch and check your mirror to make sure the front gate is open. Then activate the rear gate control switch and check your mirror to make sure the rear gate is open. Close both switches and check your mirrors to make sure the gates close. Close and cover the safety switches. Do not cycle your gates using the levers on the Versa Valve.

Transfers and 10-Wheel Dump Trucks

1. Check that dump gate meets firmly with dump body with no gaps.
2. Check that gate locks are fully engaged.
3. Check that ditch gates are fully closed.
4. Transfers: Check that transfer body locks are engaged and pressurized.

I acknowledge that I understand the Cargo Spill Prevention Plan Policy, and agree to abide by its terms.

Printed Name & Title

Signature

Date

Waiver of Workers Compensation Insurance Requirement

I certify and declare, under penalty of perjury, and under the laws of the State of California, that I operate my business as an Owner-Operator, and am not required by law to carry Worker's Compensation insurance. I understand that I am not insured by the Worker's Compensation policy of Benjamin's Transfer, Inc. or by policies of the Subhaulers whose jobsites I may enter in the course of providing service for Benjamin's Transfer, Inc. for said Job Subhauler.

I further certify and declare, under penalty of perjury, that prior to my hiring an employee and assigning him/her to provide service under the terms of my Agreement with Benjamin's Transfer, Inc., I will obtain a Worker's Compensation insurance policy on behalf of my employee(s) and provide a certificate of Worker's Compensation insurance to Benjamin's Transfer, Inc. as required by the Corporation Subhauler Agreement I have signed with Benjamin's Transfer, Inc.

Printed Name & Title

Signature

Date

CARB Statement of Compliance

I certify and declare, under penalty of perjury, and under the laws of the State of California, that I operate my business as an Owner-Operator, and am not required by law to report my truck(s) to the California Air Resource Board (CARB) at this time. I understand that it is MY responsibility to educate myself about the rules and regulations set forth by CARB.*

I certify and declare, under penalty of perjury, and under the laws of the State of California, that when I am required by law to report my truck(s) I will do so and provided Benjamin's Transfer, Inc. with my CARB Reporting Certificate and that my Company will be in Compliance with all California Air Resource Board (CARB) as required.*

I further certify and declare, under penalty of perjury, that I understand that my Company is responsible for any and all fines issued as a result of Non-Compliance with the CARB requirements, and that I understand that Benjamin's Transfer, Inc. may withhold any fines levied against my Company that are due to the Air Resource Board.

Printed Name & Title

Signature

Date

***Note: The information below is from the California Air Resource Board Website. It is provided here for your information and to assist you in your quest to be in compliance. Benjamin's Transfer, Inc. is NOT an authority on the rules and regulations and Compliance with the CARB, and expects you, the Corporation Subhauler to do your own research to meet CARB requirements.**

~ The first stop for more information on ARB's diesel regulations is to check TruckStop, attend ARB or Clean Fleets classes, send an e-mail 8666diesel@arb.ca.gov, or call the 1-866-6DIESEL hotline for clarification. The first step toward compliance is a clear understanding and awareness of the requirements.

~ The 1-866-6-DIESEL (1-866-634-3735) hotline is toll-free and staffed from 8 a.m. to 5 p.m. weekdays. The hotline is staffed by operators that handle English, Spanish, and Punjabi speaking callers.

~ Through the 1-866-6DIESEL hotline, TruckStop website, and training classes — all provided cost-free — ARB is reaching a new audience of both large fleets and small fleet owner/operators in the trucking community.

~ The diesel regulations are complex with many flexibility options and deadlines that vary depending on the type of vehicle owned, engine year, total mileage operated, and other factors; however, ARB has made it a first priority to provide easily accessible, easy to use compliance assistance and information.

~ Visit www.arb.ca.gov/truckstop for more detailed information.

Motor Carrier of Property Certificate of Compliance

Note: This is a duplicate of the State of California Department of California Highway Patrol Form CHP 809 (2-98) OPI 062

Contracted Carrier's Name_____.

I, the undersigned, certify that the above listed Company holds a Motor Carrier of Property Permit

#_____, which is valid through ____-____-____, 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

Date

Services provided for: Benjamin's Transfer, Inc.

BIT Statement of Compliance

Note: This is a form created by Benjamin's Transfer, Inc. to assist Contracting Motor Carriers to declare their Compliance.

As a Contracting Motor Carrier, I Certify and declare, under penalty of perjury, and under the laws

of the State of California, that Corporation Subhauler _____
PRINT COMPANY NAME HERE

is in full compliance with the BIT Program as mandated by the California Highway Patrol (CHP). I

further Certify that I, or a company officer, will immediately NOTIFY Benjamin's Transfer, Inc. if this

Company is NO LONGER in compliance with the BIT Program Regulations for any reason that may arise.

My initials on ONE line below indicate what paperwork is being provided:

_____ I have provided a copy of my Company's most recent BIT Inspection Report

OR

_____ I have provided PROOF that my Company's payment to the BIT Program has been received by the CHP even if I have NOT had my first inspection.

OR

_____ I cannot locate a copy of my Company's most recent BIT Inspection Report, but I **again** Certify and declare, under penalty of perjury, and under the laws of the State of California, that this Company is fully compliant with the BIT Program.

Printed Name & Title

Signature

Date

TRUCK OWNER-OPERATOR CERTIFICATION OF OWNERSHIP

Caltrans Contract Number _____

Project Location _____

SECTION 1 (All Owner-Operators Complete this Section).

I, _____, am the registered owner or lessee of the vehicle listed below:
(Printed Name of Owner-Operator/Lessee)

Business Name: _____

Name of Registered Owner: _____

Name of Driver: _____

Address: _____

City, State, Zip: _____

Description of Truck: _____
(Example: 5-axle Dump Truck)

Truck CA# or MCP#: _____

Truck License Number: _____

SECTION 2 (Complete if you own your own truck).

I, _____, do hereby certify under penalty of perjury that I am the owner of this
(Printed Name of Owner-Operator)
vehicle, and that I am an independent owner operating this vehicle as an owner-operator, and that I am not employed by any
trucking company, broker, or Contractor as an employee in accordance with the Fair Labor Standards Act, Employee
Relationship.

Signature of Owner

Date

SECTION 3 (Complete if you lease your truck & provide copy of Lease Agreement).

I, _____, do hereby certify under penalty of perjury that I have sole use and
(Printed Name of Owner-Operator)
discretion of this vehicle during the time period specified in my lease Agreement with
_____.

Signature of Lessee

Date

Controlled Substances and Alcohol Testing (CSAT) Agreement

Note: This Agreement is intended to clarify how an Owner/Operator as defined in California Vehicle Code Section 34624(b), who contracts with a Motor Carrier in intrastate commerce, will share the results of all CSAT conducted pursuant to Title 49 of the Code of Federal Regulations, Part 382 (49CFR 382). This Agreement is limited to that purpose and does not imply the existence of any employer/employee relationship or any legal responsibilities beyond those specifically addressed in 49CFR, Part 382.

Company A: Benjamin's Transfer, Inc. CA # 290430
Designated Employer Representative: Richard Martin
7000 Button Lane Dixon, CA 95620
(707) 678-7439 ~ E-mail: Rich@BenjaminsTransfer.com

Company B: _____

CA # _____

Company B Drug Consortium Name _____

Company B Consortium Certificate Number _____

Company B Beginning/Renewal Date ____-____-____ Ending/Expiration Date ____-____-____

Company B Consortium Phone Number _____

Company B Consortium FAX Number _____

Name(s) of Driver(s) covered by this Consortium (please print):

Company A (the contracting Carrier) is liable for the CSAT compliance of Company B driver(s). This Agreement entitles Company A to accept Company B's existing CSAT program instead of requiring Company B to participate directly in the CSAT program of Company A. This means that **Company A MUST** be notified by the medical review officer currently used by Company B in any test results regarding Company B that would be reportable under current laws. Any Company B driver that fails a test as a result of any required CSAT test will be barred from conducting safety-sensitive functions for Company A immediately. By signing here, Company B grants specific permission for its Consortium to release all "failed" or "refusal to test" results to Company A, the contracting Carrier, Benjamin's Transfer, Inc. (E-mail to Rich Martin please. Address above).

Printed Name of Authorized Signer for Company B ~ Signature ~ Date

Contact / Equipment info

Name: _____

Office: _____

Cell: _____

Fax: _____

Equipment Type

of Units

Super Tags	
Super Dumps	
Demo Supers	
Transfers / 10-Wheelers	
10-W Hard Bodies	
Semi End Dumps	
Semi Bottoms	
Double Bottoms	
Low Bed	
Flat Bed	