

## **DRIVER FILE CHECKLIST**

- \_\_\_\_\_ Application (Pages 1, 2, 3)
- \_\_\_\_\_ Certification of Violations/7-Day Log (Page 4)
- \_\_\_\_\_ Previous Employment Release (Page 5)
- \_\_\_\_\_ Policy Agreement (Pages 6, 7)
- \_\_\_\_\_ HireRite Release (2 Pages) – Drugs and Alcohol (Pages 8, 9)
- \_\_\_\_\_ Notice Regarding Background Reports (Page 10)
- \_\_\_\_\_ CDL/SS Card
- \_\_\_\_\_ Long-Form Physical and Med Card
- \_\_\_\_\_ MVR (Within 30 Days) CDLIS SS Check

\*\* APPLICATION FOR INDEPENDENT CONTRACTORS \*\*

INSTRUCTIONS (Read Carefully)

**This application must be completed in full. Leave no spaces blank.**

**In the "PAST EMPLOYMENT" section, you must go back ten (10) years. Account for all time. Be sure to list phone numbers and complete addresses for each past employer. If an employer listed is no longer in business, you must be able to furnish Nationwide Transport Services with proof of employment with that employer. If you need more space for past employment listings, extra sheets are available.**

THE INFORMATION HEREIN REQUESTED IS PURSUANT TO THE REGULATIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION

DATE: \_\_\_\_\_

1. TO BE QUALIFIED AS A DRIVER FOR: (Independent Contractor) \_\_\_\_\_

2. FULL NAME: \_\_\_\_\_  
(Last) (First) (Middle)

3. SOCIAL SECURITY NUMBER: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

4. FED. I.D. NUMBER: \_\_\_\_\_-\_\_\_\_\_

5. DATE OF BIRTH: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Month) (Day) (Year)

6. PRESENT ADDRESS: \_\_\_\_\_  
(Street or route) (City) (State) (Zip)

7. HOW LONG AT THE ABOVE ADDRESS? ←-----→ YEARS \_\_\_\_\_ MONTHS \_\_\_\_\_

8. PHONE NUMBER (including area code): ←-----→ \_\_\_\_\_-\_\_\_\_\_  
(Area Code) (Number)

9. IN CASE OF EMERGENCY PLEASE NOTIFY: ←-----→ \_\_\_\_\_  
(Name)

10. RELATION TO YOU? ←-----→ \_\_\_\_\_

11. PHONE NUMBER OF RELATION: ←-----→ \_\_\_\_\_-\_\_\_\_\_  
(Area Code) (Number)

12. IF YOU HAVE BEEN AT THE ABOVE ADDRESS **LESS THAN THREE (3) YEARS**, PLEASE LIST ALL PREVIOUS ADDRESSES YOU HAVE LIVED AT FOR THE **LAST THREE (3) YEARS**:

\_\_\_\_\_  
(Street or route) (City) (State) (Zip) HOW LONG? YEARS \_\_\_ MONTHS \_\_\_\_\_

\_\_\_\_\_  
(Street or route) (City) (State) (Zip) HOW LONG? YEARS \_\_\_ MONTHS \_\_\_\_\_

13. LAST GRADE COMPLETED IN SCHOOL: \_\_\_\_\_  
(Grade) (School) (Year)

14. LIST YOUR CURRENT DRIVERS LICENSE: \_\_\_\_\_  
(State) (Type/Class) (Number) (Expiration Date)

**REQUIRED DOCUMENTS FOR DRIVER APPLICATIONS**

- COPY OF CDL
- COPY OF SOCIAL SECURITY CARD
- COPY OF LONG FORM PHYSICAL
- COPY OF MEDICAL CARD

- 15. LENGTH OF TIME DRIVING ANY TYPE **MOTOR VEHICLE** \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS
- 16. LENGTH OF TIME DRIVING ANY **COMMERCIAL VEHICLE** \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS
- 17. LENGTH OF TIME DRIVING **TRACTOR-TRAILERS** \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS
- 18. LENGTH OF TIME DRIVING **OVER THE ROAD** \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS
- 19. LENGTH OF TIME **CITY DRIVING** \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS
- 20. LENGTH OF TIME **SPOTTING** \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS

21. LIST THE MAKES OF TRACTORS DRIVEN: \_\_\_\_\_

22. TWIN SCREW: \_\_\_\_\_ SINGLE AXLE: \_\_\_\_\_ CONVENTIONAL: \_\_\_\_\_ SLEEPER: \_\_\_\_\_ COE: \_\_\_\_\_

23. LIST THE TYPES OF TRANSMISSIONS: \_\_\_\_\_

24. TYPES OF TRAILERS: 35' \_\_\_\_\_ 40' \_\_\_\_\_ OTHER: \_\_\_\_\_

25. KIND OF FREIGHT HAULED: GENERAL \_\_\_\_\_ REFRIGERATED \_\_\_\_\_ STEEL \_\_\_\_\_

26. HAZARDOUS \_\_\_\_\_ TANKER \_\_\_\_\_ OTHER: \_\_\_\_\_

\* PAST EMPLOYMENT RECORD\*  
ACCOUNT FOR ALL TIME IN PAST TEN (10) YEARS (NO GAPS!) & WHETHER YOU WERE SUBJECT TO FMCSR'S & DRUG & ALCOHOL TESTING  
2 YEAR MINIMUM, OF OVER-THE-ROAD TRACTOR/TRAILER VERIFIABLE EXPERIENCE

1. (List present job first and past jobs following in chronological order)

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Position held \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_

Supervisor \_\_\_\_\_  
Phone \_\_\_\_\_  
From: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_ to: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_  
Total Years & Months Spent at This Job \_\_\_\_\_

**DID THIS JOB REQUIRE A CLASS A CDL?**  YES  NO  
**WERE YOU UNDER THE RULES OF THE FMCSR AT THIS JOB?**  YES  NO  
**DID YOU HAVE TO DRUG AND/OR ALCOHOL TEST AT THIS JOB?**  YES  NO

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Position held \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_

Supervisor \_\_\_\_\_  
Phone \_\_\_\_\_  
From: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_ to: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_  
Total Years & Months Spent at This Job \_\_\_\_\_

**DID THIS JOB REQUIRE A CLASS A CDL?**  YES  NO  
**WERE YOU UNDER THE RULES OF THE FMCSR AT THIS JOB?**  YES  NO  
**DID YOU HAVE TO DRUG AND/OR ALCOHOL TEST AT THIS JOB?**  YES  NO

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Position held \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_

Supervisor \_\_\_\_\_  
Phone \_\_\_\_\_  
From: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_ to: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_  
Total Years & Months Spent at This Job \_\_\_\_\_

**DID THIS JOB REQUIRE A CLASS A CDL?**  YES  NO  
**WERE YOU UNDER THE RULES OF THE FMCSR AT THIS JOB?**  YES  NO  
**DID YOU HAVE TO DRUG AND/OR ALCOHOL TEST AT THIS JOB?**  YES  NO

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Position held \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_

Supervisor \_\_\_\_\_  
Phone \_\_\_\_\_  
From: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_ to: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_  
Total Years & Months Spent at This Job \_\_\_\_\_

**DID THIS JOB REQUIRE A CLASS A CDL?**  YES  NO  
**WERE YOU UNDER THE RULES OF THE FMCSR AT THIS JOB?**  YES  NO  
**DID YOU HAVE TO DRUG AND/OR ALCOHOL TEST AT THIS JOB?**  YES  NO

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Position held \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_

Supervisor \_\_\_\_\_  
Phone \_\_\_\_\_  
From: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_ to: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_  
Total Years & Months Spent at This Job \_\_\_\_\_

**DID THIS JOB REQUIRE A CLASS A CDL?**  YES  NO  
**WERE YOU UNDER THE RULES OF THE FMCSR AT THIS JOB?**  YES  NO  
**DID YOU HAVE TO DRUG AND/OR ALCOHOL TEST AT THIS JOB?**  YES  NO

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Position held \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_

Supervisor \_\_\_\_\_  
Phone \_\_\_\_\_  
From: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_ to: Mo. \_\_\_\_\_ Yr. \_\_\_\_\_  
Total Years & Months Spent at This Job \_\_\_\_\_

**DID THIS JOB REQUIRE A CLASS A CDL?**  YES  NO  
**WERE YOU UNDER THE RULES OF THE FMCSR AT THIS JOB?**  YES  NO  
**DID YOU HAVE TO DRUG AND/OR ALCOHOL TEST AT THIS JOB?**  YES  NO

THE FOLLOWING QUESTIONS PLEASE ANSWER **YES OR NO** IF; **YES PLEASE GIVE EXPLANATION BELOW WITH THE CORRESPONDING NUMBER:**

27. DO YOU POSSESS A VALID U.S. DEPARTMENT OF TRANSPORTATION LONG FORM PHYSICAL?  Yes  No
28. HAVE YOU EVER RECEIVED A SAFE DRIVING AWARD?  Yes  No
29. HAVE YOU HAVE EVER RECEIVED WORKER'S COMPENSATION?  Yes  No
30. HAVE YOU ANY DEFECTS IN HEARING?  Yes  No
31. HAVE YOU ANY DEFECTS IN VISION?  Yes  No
32. HAVE YOU ANY DEFECTS IN SPEECH?  Yes  No
33. HAVE YOU EVER HAD ANY PHYSICAL OR MENTAL DISORDERS THAT WOULD DISQUALIFY YOU FROM DRIVING UNDER DOT REGULATIONS?  Yes  No
34. WERE YOU EVER DISCHARGED BY AN EMPLOYER BECAUSE OF AN ACCIDENT?  Yes  No
35. HAVE YOU EVER BEEN **CONVICTED** OF ANY CRIME OR FELONY?  Yes  No
36. HAVE YOU EVER BEEN KNOWN BY ANY NAME OTHER THAN THE ONE ON THIS APPLICATION?  Yes  No
37. HAVE YOU TESTED POSITIVE OR REFUSED TO TEST ON ANY PRE-EMPLOYMENT ALCOHOL AND DRUG TEST ADMINISTERED BY AN EMPLOYER TO WHICH YOU APPLIED BUT WERE NOT HIRED DURING THE **PAST TWO YEARS**?  Yes  No
38. HAS YOUR LICENSE EVER BEEN **REVOKED, SUSPENDED OR DENIED** IN ANY STATE?  Yes  No

39. IF, YOU ANSWERED **YES TO ANY** OF THE ABOVE QUESTION PLEASE GIVE AN EXPLANATION BELOW. (If more space is needed for explanation, write it on a separate piece of paper.)  
(Question #) (IE: EXAMPLE 16 - Safe driving award ABC, inc. for 00, 01, 02)

\_\_\_\_\_

\_\_\_\_\_

40. LIST CONVICTIONS OR FORFEITURE OF BOND, IF ANY, FOR VIOLATION OF ANY CRIMINAL LAW:

Offense	Date	City/State	Disposition

41. LIST ALL VEHICULAR ACCIDENTS FOR THE PAST THREE (3) YEARS, PREVENTABLE OR NON-PREVENTABLE, IN WHICH YOU WERE INVOLVED:

Date	City/State	Description	Type of Vehicle	Injuries/Fatalities

42. LIST ANY AND ALL TICKETS OR ARRESTS FOR ANY MOTOR VEHICLE LAW VIOLATIONS FOR THE PAST THREE (3) YEARS:

Violation	Date	City/State	Fine/Bond	Disposition

**\* TO BE READ AND SIGNED BY APPLICANT \***

It is agreed and understood that any misrepresentations of information given in this application shall be considered an act of dishonesty. It is agreed and understood that and its agents may investigate the applicant's background to ascertain any and all information of concern to applicant's record, whether same is of record or not, and applicant releases employers and persons named herein from all liability for any damages on account of his/her furnishing such information. The applicant agrees to furnish such additional information and complete such examinations as may be required to complete his/her file. It is agreed and understood that this application in no way obligates to approve the application. However, it is agreed and understood that if approved, the applicant may be on a probationary period during which time he/she may be released without recourse. This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

DATE \_\_\_\_\_ SIGNATURE OF APPLICANT \_\_\_\_\_

WITNESSED BY: (Employee/Agent) \_\_\_\_\_

**Motor Vehicle Driver's  
CERTIFICATION OF VIOLATIONS**

**MOTOR CARRIER INSTRUCTIONS:** Each motor carrier shall, at least once every 12 months, require each driver to prepare and furnish it with a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted, or an account of which he has forfeited bond or collateral during the preceding 12 months. (Section 391.27)

**DRIVER REQUIREMENTS:** Each driver shall furnish the list as required by the motor carrier above. If the driver has not been convicted of, or forfeited bond or collateral on account of any violation which must be listed, he shall so certify (Section 391.27).

I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral **during the past 12 months.**

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

Driver's License No. _____ State _____ Expiration Date _____
_____ (Driver's Signature) _____ (Date)
_____ (Driver's Printed Name)

_____ (Motor Carrier's Name)	_____ (Motor Carrier's Address)
_____ (Reviewed by: Signature of Company Official)	_____ (Title)

(Rev. 09/06)

<b>A. 7-DAY PREVIOUS LOG</b>

Instructions: Motor carriers using a driver for the first time or intermittently shall obtain from the driver a signed statement giving the total time on duty during the immediately preceding 7 days and time at which such driver was last relieved from duty prior to beginning work for such carrier. Rule 395.8(r) Federal Motor Carrier Safety Regulations.

DAY	1	2	3	4	5	6	7	TOTAL
DATE								
HOURS WORKED								

I hereby certify that the information given above is correct to the best of my knowledge and belief, and that I was last relieved from work at \_\_\_\_\_ on \_\_\_\_\_  
(Time) (Day) (Month) (Year)

(Signature) _____
Witness: _____ DATE: _____

**\*\* REQUEST FOR INFORMATION FROM PREVIOUS EMPLOYER \*\***

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
APPLICANT'S NAME: \_\_\_\_\_  
\_\_\_\_\_  
SS#: \_\_\_\_\_  
**RETURN TO FAX #: 513-699-0634**

The above named individual is being considered for qualification as a driver with this company and states that he/she was previously employed by you. We would appreciate any information you are able to give regarding his/her services in compliance with the Federal Motor Carrier Safety Regulations. Below is an authorization to release information to us. Thank you for your courtesy.

Sincerely, \_\_\_\_\_  
Safety Department

- 1) Dates of service: From: \_\_\_\_\_ To: \_\_\_\_\_
- 2) Position: \_\_\_\_\_ If driver, indicate type of equipment: \_\_\_\_\_  
Basic areas driven: \_\_\_\_\_
- 3) Was applicant involved in any accidents? \_\_\_\_\_ How many? \_\_\_\_\_ Number of preventable? \_\_\_\_\_  
Please explain: \_\_\_\_\_
- 4) Was applicant a safe and efficient driver? \_\_\_\_\_
- 5) Was applicant's general conduct satisfactory? \_\_\_\_\_
- 6) Did applicant have any license suspensions? \_\_\_\_\_
- 7) Was applicant involved in any cargo claims, shortages or damages? \_\_\_\_\_
- 8) Reason for termination: \_\_\_\_\_
- 9) Would you re-employ? \_\_\_\_\_ If not, please explain: \_\_\_\_\_
- 10) Remarks: \_\_\_\_\_

-----  
DID HE/SHE PARTICIPATE IN A DRUG AND ALCOHOL TESTING PROGRAM? YES \_\_\_\_\_ NO \_\_\_\_\_

**IN THE PRECEDING THREE (3) YEARS:**

- |                                                                              |                    |
|------------------------------------------------------------------------------|--------------------|
| A. WAS ANY OF THE ALCOHOL TEST CONCENTRATION RESULTS 0.04 OR GREATER?        | YES _____ NO _____ |
| B. WAS ANY OF THE CONTROLLED SUBSTANCES TEST RESULTS A POSITIVE?             | YES _____ NO _____ |
| C. DID HE/SHE REFUSE TO BE TESTED?                                           | YES _____ NO _____ |
| D. DID YOU RECEIVE POSITIVE DRUG RESULTS FROM ANY OF YOUR BACKGROUND CHECKS? | YES _____ NO _____ |
| E. ANY VIOLATIONS OF OTHER DOT DRUG/ALCOHOL REGULATIONS?                     | YES _____ NO _____ |

IF YES TO ANY OF ABOVE: ADVICE S.A.P. (SUBSTANCE ABUSE PROGRAM) ATTENDED:

S.A.P. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_

PERSON RELEASING INFORMATION \_\_\_\_\_  
DATE \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS**

I hereby authorize you to release the above information for the purpose of investigation as required by Section 391.23 of the Federal Motor Carrier Safety Regulations. You are released from any and all liability that may result from furnishing such information. I hereby authorize any person or firm to furnish any information concerning the release of alcohol and controlled substances test information by my previous employers as to FMCSR 382.413 (b). I agree that a photostatic copy of this authorization shall be considered as effective and valid as the original.

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

## **POLICY AGREEMENT**

I, the undersigned, certify that I have read and understand the Company's Statement of Policy on Drug and Alcohol Abuse and have received a copy of that policy.

By accepting employment or qualification or contractual agreement with the Company, I also consent to submit to screening for drugs and/or alcohol and controlled substances and I agree to comply with all of the requirements of the Company, the Federal Motor Carrier Safety Regulations and any federal, state or local laws and rules governing the use or abuse of alcohol, drugs and controlled substances.

I understand that my failure to honor the terms of this agreement will be grounds for termination of my qualification, and/or my contractual agreement with the Company.

**Driver's Initials** \_\_\_\_\_

### **FMCSA Notification of Driver Rights**

In compliance with 49 CFR Part 391.23, you have certain rights regarding the performance history information that will be provided to prospective employers. I) You have the right to review information provided by previous employers. II) You have the right to have errors in the information corrected by the previous employer and for that previous employer to re-send the corrected information to prospective employers. III) You have the right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and the driver cannot agree on the accuracy of the information. (2) Drivers who have previous DOT regulated employment history in the preceding three years and wish to review previous employer-provided investigative information must submit a written request to prospective employers. This may be done at any time, including when applying, or as late as 30 days after being employed or being notified of denial of employment. Prospective employers must provide this information within five business days of receiving the written request. If prospective employers have not yet received the requested information from the previous employer, then the five day deadline will begin when the requested safety performance history information is received. If you have not arranged to pick up or receive the requested records within 30 days of prospective employers making them available, prospective employers may consider you to have waived your request to review the record.

**Driver's Initials** \_\_\_\_\_

### **Rules and Procedures**

This is to certify that I have been through orientation on the following rules, regulations and procedures and that I have received EAP training on controlled substances:

DRUG AND ALCOHOL ABUSE POLICY AND EDUCATION  
UNAUTHORIZED PASSENGERS  
LOG AND HOURS OF SERVICE REGULATION  
VEHICLE INSPECTION PROCEDURES  
HAZARDOUS MATERIALS AND REGULATIONS

This is to certify that I have received and do fully understand the rules and procedures for Independent Contractors. I have also had compensation procedures explained and I understand them.

I acknowledge receipt of the Federal Motor Carrier Safety Regulations, and I agree to familiarize myself with parts 325, 382, 383, 386, 387 and 390-399 Subchapter 3, Chapter 3, Title 49 of the Code of Federal Regulations.

According to the D.O.T. interpretations, every carrier must adopt and enforce a MEAL STOP POLICY in accordance with Line # 1, OFF-Duty, and maintain a copy of this policy with the drivers signature in his/her personnel file. One (1) hour off-duty is allowed for a meal stop in ten (10) hour driving period. This may be taken in two (2) one-half (1/2) hour segments.

I DO ACKNOWLEDGE THAT I HAVE READ AND DO UNDERSTAND THE ABOVE POLICIES AND PROCEDURES. I FURTHER UNDERSTAND THAT NON-COMPLIANCE AND/OR VIOLATIONS OF ANY OF THE ABOVE RULES WILL RESULT IN IMMEDIATE CORRECTIVE ACTION.

**Driver's Initials** \_\_\_\_\_

### **Log Policies**

In our ongoing attempt to keep our company's safety standards, we are asking for your support. Please be aware that the safety department audits roadside inspections and logs to improve standards and have set new goals for us to meet. When completing a driver log, please make sure that:

- Drivers are logging fuel stops, logging "fuel" and the city
- Driver are logging DOT roadside inspections, logging "dot inspections" and the city
- Drivers are logging Random Drug Screen time
- Drivers are logging in and out gate times and the city
- These are being logged as "on duty not driving"

We feel that keeping logs up to date and accurate is a major step toward reducing out-of-service violations on roadside inspections. We are monitoring for major violators and repeat offenders, and if deemed necessary, we will spend a day training said violators. **Also, a trend has been noticed: Many drivers are not taking the 10 consecutive hours off duty to reset the**

**14-hour clock. This leads to hours of service violations.** Understand that this is to reduce the likelihood of being inspected by a DOT official. Also be advised that drivers need to turn a copy of the roadside into corporate. Otherwise, we order the reports from the state for a fee. The fee will be charged back to the driver. Please have all drivers sign and return this form, acknowledging our goals and expectations.

Driver's Initials \_\_\_\_\_

**Safety Policy**

The efficiency of any operation can be measured directly by its ability to control loss. Accidents resulting in personal injury, damage to property and equipment represents needless suffering and waste. It is the responsibility of the management of this company to assure the safest conditions and equipment for all employees. The company policy on safety is:

- (1) The safety of the employees, the public and the operations is paramount. Every effort will be made to eliminate hazards and reduce the possibility of accidents and injuries.
- (2) Safety will be given priority over expediency and shortcuts.
- (3) The company, its' managers, employees, and owner/operators will comply with all safety laws and regulations.
- (4) **No passengers or ride-alongs are permitted while under dispatch.**

Every manager, employee and owner/operator will be expected to demonstrate attitudes and actions which reflect this policy for their own safety and for the safety of others. I understand and agree to the Safety Policy.

Driver's Initials \_\_\_\_\_

**Accident Procedures**

In the event you are involved in any accident, on private property or public roads you must call Nationwide Transport Corporate office at 888-389-2903 and ask for **JOE OR WOODY**. They can be reached at this number 24-7. It is imperative that they are contacted at the scene of the accident to guide you through the proper steps to insure safety of all parties and lessen the liability for you, and the company. Enclosed is a complete accident procedure, accident report, and witness cards. In case accident requires you to be drug and alcohol tested, enclosed are instructions for the collection site, a chain of custody, mailing label, and an airborne express lab pack. Please keep this in your truck at all times. If you use or lose this packet, please ask your terminal manager for another.

**CALL IMMEDIATELY FROM THE SCENE--888-389-2903**

**DRIVER MUST ALWAYS PERFORM A POST ACCIDENT AND DRUG AND BREATH ALCOHOL TEST WITHIN TWO HOURS OF THE ACCIDENT.**

I have read and understand the Accident Policy.

Driver's Initials \_\_\_\_\_

**No Hazmat Policy**

This is to certify that I, \_\_\_\_\_, understand and acknowledge that while I am leased to \_\_\_\_\_, I will, under no circumstances, transport any HAZARDOUS MATERIALS.

Driver's Initials \_\_\_\_\_

**Your tractor must be properly registered for "IRP" to enter each state.**

It is your responsibility to make sure all permits, licenses, and authorities are properly displayed, maintained, and not expired. If you are dispatched into any other state, call immediately for instructions, temporary permits may be needed. You are responsible to make sure you are legally permitted at all times.

Driver's Initials \_\_\_\_\_

**One License Rule**

ALL DRIVERS: PLEASE READ THE FOLLOWING STATEMENT. IF IT IS CORRECT AS IT APPLIES TO YOU, PLEASE INITIAL ON THE LINE.

**Verified Statement**

I certify, under penalty of the laws of the United States of America, that I do not hold any driver's licenses other than the one from my state of domicile. Further, I certify that I know that any false, fictitious or fraudulent statement or representation may be punishable under 18 U.S.C. 1001, which provides for fines up to \$10,000.00, imprisonment up to 5 years, or both.

**Notification of License Suspension, Revocation, or Cancellation:**

Sections 392.42 and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the **NEXT BUSINESS DAY** of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it within 30 days to: 1) your employing motor carrier, and 2) the state that issued your license (If the violation occurs in a state other than the one which issued your license). The notification to both the employer and state must be in writing.

Driver's Initials \_\_\_\_\_

I have received the above and understand my responsibilities.

Tractor Unit # \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Signed Name: \_\_\_\_\_

**TRUCKING INDUSTRY:**  
**DOT D/A Disclosure and Authorization**



Send to Fax# (800) 267-4093 (Manual Service)  
 Send to Fax# (800) 257-8069 (Database Retrieval)

HireRight Customer:

Company Name: \_\_\_\_\_

Company Contact Name: Joe Cione

Fax #: ( 888 ) 200 - 5024

HireRight Customer #: 8372 Sub-account: \_\_\_\_\_

**PART I – DISCLOSURE AND AUTHORIZATION FOR RELEASE OF INFORMATION FOR EMPLOYMENT PURPOSES – 49 CFR PART 391.23, DOT DRUG AND ALCOHOL TESTING**

In accordance with DOT Regulation 49 CFR Part 391.23, I hereby authorize release of my DOT-regulated drug and alcohol testing records by the DOT-regulated employer(s) listed below to HireRight for the purpose HireRight transmitting such records to the HireRight customer listed above. I understand that information/documents released pursuant to this Part I is limited to the following DOT-regulated testing items, including pre-employment testing results, occurring during the previous **three (3) years**: (i) alcohol tests with a result of 0.04 or higher; (ii) verified positive drug tests; (iii) refusals to be tested (including adulterated and/or substituted tests); (iv) other violations of DOT drug and alcohol testing regulations (i.e., violations of 49 CFR 382 Subpart B); (v) information obtained from previous employers of a drug and alcohol rule violation; and (vi) any documentation of completion of the return-to-duty process following a rule violation.

If any company listed below furnishes HireRight with information concerning items (i) through (vi) above, I also authorize such company to furnish the following information to HireRight, if applicable: (i) dates of my negative drug and/or alcohol tests and/or tests with results below 0.04 during the previous **three (3) years**; and (ii) the name and phone number of any substance abuse professional who evaluated me during the previous **three (3) years**.

List all DOT-regulated employers you have applied with and/or worked for in a safety-sensitive function during the previous **three (3) years**. If necessary, attach additional pages, including the date, your name, social security number and signature.

Previous DOT-Regulated Employer	City	State	Phone Number
_____	_____	_____	(____) _____ - _____
_____	_____	_____	(____) _____ - _____
_____	_____	_____	(____) _____ - _____
_____	_____	_____	(____) _____ - _____
_____	_____	_____	(____) _____ - _____
_____	_____	_____	(____) _____ - _____

By signing below, I certify that: (i) all information provided herein is complete and accurate; (ii) I have read and fully understand this Part I disclosure and authorization for release; (iii) prior to signing I was given an opportunity to ask questions and to have those questions answered to my satisfaction; (iv) I execute this authorization voluntarily and with the knowledge that the information obtained pursuant to this authorization could affect my eligibility for employment, promotion, retention or other lawful purpose; (v) I understand I may review this document with legal counsel prior to signing; and (vi) facsimile or photographic copies of this authorization are as valid as an original.

Print Applicant Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PART II – CONSUMER REPORT AND INVESTIGATIVE CONSUMER REPORT DISCLOSURE  
(FOR EMPLOYMENT PURPOSES)**

In connection with your employment or application for employment (including contract for services) and in accordance with applicable laws, HireRight may obtain or assemble consumer reports and/or investigative consumer reports (collectively, "Reports") which may include information about you related to: previous employment (including employers, dates of employment, salary information, reasons for termination, etc.), accident history, academic history, verification of references and other information supplied by applicant, professional credentials, drug/alcohol use in violation of law and/or company policy, driving record, workers' compensation claims, credit history, creditworthiness, credit capacity, bankruptcy filings, criminal history records, information about your character, general reputation, personal characteristics and mode of living (collectively, "Information"). Information may be obtained from government agencies, educational institutions, HireRight clients, personal references, personal interviews and other Information suppliers (collectively, "Suppliers").

Upon providing proper identification and complying with any applicable legal requirements, you have the right to request the nature and substance of all Information in HireRight's files pertaining to you at the time of your request, including but not limited to: (i) whether any Reports have been provided by HireRight to other parties; (ii) identification of any Suppliers utilized by HireRight in compiling such Reports; and (iii) identification of any recipients of Reports furnished by HireRight within the two (2) year period preceding your request. HireRight may be contacted by mail at P.O. Box 33181, Tulsa, Oklahoma, 74153, or by phone at (800) 381-0645.

- ← Check this box if you are applying for employment in California and/or you are a California resident and, in either case, you wish to receive a copy of your credit report or investigative consumer report if one is obtained or assembled by HireRight. Pursuant to the California Civil Code, you may view the file maintained on you by HireRight during normal business hours. You may also obtain a copy of this file by submitting proper identification and paying applicable costs for such file, if required by law, by contacting HireRight in person or by mail. HireRight is required to have personnel available to explain your file to you and must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.
- ← Check this box if you are applying for employment in Oklahoma and/or you are an Oklahoma resident and, in either case, you wish to receive a copy of your consumer report if one is obtained or assembled by HireRight.
- ← Check this box if you are applying for employment in Minnesota and/or you are a Minnesota resident and, in either case, you wish to receive a copy of your consumer report if one is obtained or assembled by HireRight.

**PART II – AUTHORIZATION FOR RELEASE OF INFORMATION (FOR EMPLOYMENT PURPOSES)**

I hereby authorize HireRight to receive Information and disclose such Information to its customers for the purpose of making a determination as to my eligibility for employment, promotion, retention or other lawful purpose. If hired or contracted, I authorize HireRight and the HireRight customer named above ("Customer") to retain this document on file to act as ongoing authorization for the procurement and possession of Reports at any time during my employment or contract period. I fully release HireRight and Suppliers from all claims of damages related to the investigation of my background and provision of Information as set forth in this disclosure and authorization. I agree that Information in HireRight's possession and my employment history with Customer if I am hired, may be supplied by HireRight to other HireRight customers for legally permissible purposes; provided, such Information will not include the Drug and Alcohol information set forth in Part I above, unless I have given a separate specific consent for HireRight to share such Information.

By signing below, I certify that: (i) all information provided herein is complete and accurate; (ii) I have read and fully understand this Part II disclosure and authorization for release; (iii) prior to signing I was given an opportunity to ask questions and to have those questions answered to my satisfaction; (iv) I execute this authorization voluntarily and with the knowledge that the Information obtained pursuant to this authorization could affect my eligibility for employment, promotion, retention or other lawful purpose; (v) I understand I may review this document with legal counsel prior to signing; (vi) I authorize HireRight and any person or entity contacted by HireRight to furnish the above-mentioned Information; and (vii) facsimile or photographic copies of this authorization are as valid as an original.

**NOTE - THIS AUTHORIZATION DOES NOT APPLY TO DRUG & ALCOHOL INFO. ADDRESSED IN PART I.**

Print Applicant Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT NOTICE  
REGARDING BACKGROUND REPORTS  
FROM THE *PSP ONLINE SERVICE***

In connection with your application for employment with \_\_\_\_\_ (“Prospective Employer”), it may obtain one or more reports regarding your driving, and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA). If the Prospective Employer uses any information it obtains from FMCSA in a decision not to hire you or make any other adverse employment decisions regarding you, the Prospective Employer will provide you with a copy of the report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report. The Prospective Employer cannot obtain background reports from FMCSA unless you consent in writing. If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

I authorize \_\_\_\_\_ (“Prospective Employer”) to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am consenting to the release of safety performance information including crash data from the previous five (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.

I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to <https://dataqs.fmcsa.dot.gov>. If I am challenging crash or inspection information reported by a State, FMCSA cannot change or correct this data. I understand my request will be forwarded by the DataQ system to the appropriate State for adjudication.

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I have read the above Notice Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this consent form, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

## **REQUIRED DOCUMENTS FOR TRUCK APPLICATIONS**

1. Registration Card
2. Lease Agreement
3. W-9
4. Proof of Bobtail Insurance (1,000,000 coverage, with us named as certificate holder)
5. Proof of Occupational Accident Insurance or Signed Waiver
6. Annual Vehicle Inspection
7. Truck Inspection

Initial Line: \_\_\_\_\_

UNIT # \_\_\_\_\_

**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ A.D; 20\_\_\_\_, by and between \_\_\_\_\_, Hereinafter referred to as "Company" (an authorized interstate carrier), and

\_\_\_\_\_, an Independent Contractor, hereinafter referred to as "Contractor" (the owner of the

equipment): Federal I.D. #/SS. #: \_\_\_\_\_

**WITNESSETH**

WHEREAS, Company is a motor carrier authorized to engage in the transportation of general Commodities, hereinafter referred to as "property" in Interstate and foreign commerce; and,

WHEREAS, Contractor is the owner of certain motor vehicle equipment, as more particularly described in "Exhibit A" attached hereto; and

WHEREAS, the parties are desirous of entering into an agreement whereby Contractor provides to company equipment and drivers to haul property for Company.

NOW, THEREFORE, in consideration of the mutual promises contained it is agreed between the parties as follows:

1. Contractor hereby agrees to provide to Company for use in Company's business the equipment described in Exhibit "A" with drivers for such equipment at the rates set forth in Exhibit "B" and under the terms and conditions set out herein.

2. All drivers of Contractor shall meet the qualifications for drivers established by the FMCSA and the U.S. Department of Transportation.

3. In order to comply with federal and state laws and regulations, Contractor's equipment shall display such identification as required by all applicable laws and regulations which identification shall be supplied by Company and shall be removed and returned to Company at the termination of this Agreement by Contractor.

4. Contractor acknowledges that he is an independent contractor and not an employee of Company, and that any driver supplied by Contractor will be an employee of Contractor.

5. Contractor is familiar with and will obey and observe during the term hereof all applicable federal, state and local laws and regulations governing the operation of the equipment provided herein.

6. Contractor will promptly file with Company all log sheets, physical examination certificates, accident reports and other reports, documents and data required by law.

7. Contractor shall comply with all state weight, length and height laws and will not accept loads in excess of the legal limits allowed by states through which the equipment must travel and will do nothing that will jeopardize Company's license.

8. Contractor agrees that Contractor or Contractor's employee(s) shall operate the equipment in a safe and lawful manner at all times.

9. Contractor shall provide worker's compensation coverage for Contractor and Contractor's employees, and will hold Company harmless from and against any claims, costs, liability or damage arising out of Contractor's failure to provide such coverage.

10. Contractor shall pay all State and Federal Highway Use Tax, and Road Tax, and the Contractor upon request shall show proof to company of payment of such taxes.

11. Contractor authorizes Company to reimburse Comdata, for any advances Comdata makes to Contractor, by making deductions from Contractors weekly settlement, including costs and administration fees.

12. Contractor agrees that the Company may deduct from remuneration due Contractor under the compensation schedule provided herein, any and all amounts required to be paid by the Company as a result of a default by the Contractor in compliance with any of Contractor's obligations under this Agreement, including without limitation, all items indicated in Exhibit "B".

13. Contractor, during the term hereof, accepts all risks for depreciation, loss or damage to said equipment; agrees to pay all operating and maintenance costs, including but not limited to permits, license plate fees, fines, fuel, fuel taxes, calls, empty mileage, tires, lubricants, ferries, and agrees to keep and maintain the equipment in good condition as to mechanical repairs, physical appearance and good running order, in order to meet and pass the inspection and approval of the DOT and the States.

14. Contractor hereby agrees to promptly pay Company all costs, charges of losses suffered or incurred by Company due to Contractor's breach of any term, covenant, or provision of this agreement, and Contractor guarantees payment of any excess of any such amounts over any amounts held by Company. Contractor hereby authorized Company to withhold up to two (2) weeks' of payments due Contractor, from Contractor's payments hereunder, and Company may retain such amount to indemnify itself from and against any and all losses suffered by it as a result of Contractor's breach of any of the terms or provisions of this agreement. Contractor further agrees that the amount of such retain age held by Company may be retained by Company without prejudice to any other rights in law or equity which Company might have as a result of breach of this agreement, and until Contractor fully performs each and every of Contractor's obligations hereunder.

If Contractor does not keep Contractor's equipment operating as required hereunder for the full period of this agreement, the minimum fee paid to any regulatory agency to certify Contractor's equipment shall be paid by Contractor, or may be deducted by Company for the pay withheld.

A. All funds may be applied against any and all losses suffered by Company as a result of Contractor's breach of any terms or provisions of this agreement, including, but not limited to, failure to return any equipment, regulatory cards and/or plates, failure to remove Company's name and/or permit numbers from Contractor's equipment; and any loss or damage to cargo or equipment.

B. Upon expiration or termination of this agreement, Company may withhold payment of any balance remaining in the escrow fund until the Contractor returns to the Company all identification devices belonging to the Company or containing the Company's name and/or permit numbers; submits to the Company the necessary delivery documents, log books, and other paperwork required by Shipper for Company to secure payment from shippers; returns to the Comdata or Company all Comdata fuel or other credit cards; and repays to the company all monies due.

15. If Contractor breaks down under a load, Contractor agrees to pay all cost of Company to pick up and complete prompt delivery of the load. Provided, however, the Contractor is not required to purchase or rent any products, equipment or services from the Company.

16. Contractor as an independent contractor shall be liable for and pay all taxes and withholding for income taxes for State, Local and Federal and Social Security Taxes, Worker's Compensation, Federal and State Unemployment Taxes for himself and for any of Contractor's employees. Company shall deliver to Contractor a 1099 for all payments made to independent contractor.

17. Company shall pay Contractor weekly and within fifteen (15) days after receipt by the company of the necessary documentation and other paperwork concerning the trip(s) in the service of the shipper. The necessary documents to be provided by the Contractor shall include, by way of example and without limitation, Bills of Lading, Delivery Receipts, Driver's Logs, Fuel Receipts, and other necessary documentation required by applicable DOT and State rules or regulations.

18. Company shall furnish the public liability, property damage and cargo insurance and fees for certificates for the protection of the public as required by all federal and state laws and regulations, and will charge contractor for such costs. Bobtail insurance shall be provided by Contractor with the Company named as an additional insured in the amount of \$100,000- \$300,000. Contractor will pay, or Company shall deduct from Contractor's settlement, the first \$2,000 of any cargo or property loss or damage as a result of any accident or cargo claim whether covered by Company's insurance or not. Company shall provide Contractor with an itemization of such deductions.

19. If this agreement is terminated for any reason by either party, in addition to any other remedies and without prejudice to any other claims, remedies, or causes of action which Company may have, the cost of any certificates or permits incurred by Company shall be paid by Contractor.

20. Contractor and Company agree that Contractor shall not determine the manner, method or routes to be utilized by Contractor in delivery of trailers to be hauled pursuant to this Agreement, and that contractor's sole responsibility shall be to pick up and deliver the trailer to the specifications of the shipper.

21. It is understood that any claim for compensation, whether or not under this Contract, shall be presented in writing within thirty (30) days from the date of occurrence of the event or performance of the services giving rise to such claim, or be forever barred. Failure to submit a claim for compensation within thirty (30) days after the occurrence of the event or the performance of the services giving rise to such claim occurs shall preclude any such claim from being presented by Contractor thereafter which claims are hereby waived.

22. This agreement shall be in effect for one (1) year and automatically renew for additional one year terms. Either party may terminate this Agreement at any time by giving written notice by mailing to the other party at the address listed below or by personally delivering to the other a written notice of termination. Termination shall be effective either upon receipt of the notice of termination from the other party or at such later date as may be specified in that notice.

23. This agreement may be terminated by either party upon failure of either party to pay, observe, or perform any term, provision, covenant, or obligation required to be paid, observed or performed by either party under the terms of this agreement. If, at the time of any such cancellation or termination of this Agreement, there are monies owed to Company, the Company shall have a lien against the equipment and further shall have the right to retain and operate the equipment until such amount has been paid in full. Final settlement and payment of any sum or sums due shall be made on or before fifteen (15) days from the date of termination of this agreement, provided Contractor completes and delivers to Company all settlement paperwork and so long as Contractor is not in default under any term, provision or covenant of this Agreement, and provided all trailers, permits, plates, identification signs and other company documents have been returned to Company.

24. (a) Contractor and Company agree that any action at law or in equity with regard to this Agreement or with regard to any rights, claims, payments, duties or liabilities thereunder, or regarding the interpretation or construction of any terms of this Agreement, shall be governed by the laws of the State of Ohio, and any dispute hereunder shall be brought in a court of competent jurisdiction in Hamilton County, Ohio.

(b) In the event that Contractor files an action against Company in any court other than in Hamilton County, Ohio, Contractor agrees to reimburse Company, upon demand, for Company's attorney fees and expenses which it incurs in seeking transfer of such action to Hamilton County, Ohio, regardless of which party prevails in the action.

25. This agreement is executed in triplicate: One copy is kept by Contractor, one copy by the Company, and one copy is placed in the equipment.

26. This Agreement shall become effective upon Company's acceptance of the equipment and its signature and acceptance of the agreement in Cincinnati, Ohio. When possession of equipment is surrendered by Company to Contractor, Contractor shall furnish a similar receipt to Company.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written, at \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Contractor's Printed Name, Title)

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Company Signature)

\_\_\_\_\_ **EXHIBIT "A"** \_\_\_\_\_

<u>UNIT #</u>	<u>YEAR</u>	<u>MAKE</u>	<u>TYPE</u>	<u>SERIAL #</u>	<u>WEIGHT</u>	<u>LICENSE #</u>	<u>STATE</u>

\_\_\_\_\_ **EXHIBIT "B"** \_\_\_\_\_

Total payment for services rendered, and rental benefits due LESSOR for the use and rental of the equipment and driver herein described shall be as follows:

**WITNESSETH**

WHEREAS, Lessor and Lessee entered into an Owner-Driver Lease Agreement, date \_\_\_\_\_, 20\_\_\_\_, and NOW THEREFORE, the parties agree as follows:

The following pay schedule is hereby added to the lease agreement under Exhibit "B" as it applies to Lessors used solely for \_\_\_\_\_ **DISPATCH** terminal delivery area:

***AS AGREED UPON PER TRIP***

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Owner Operator Worksheet**

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

Add New Unit                       Change(s) to Existing Account                       Cancel Account

**SECTION 1 TRUCK OWNER INFORMATION**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Social Security Number \_\_\_\_\_

**SECTION 2A TRACTOR INFORMATION**

Unit #	Year	Make	Model	VIN	
<b>Coverage Choices</b>		<b>Add</b>	<b>Delete</b>	<b>Value</b>	<b>Change to:</b>
Physical Damage		<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Non-Trucking Liability		<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> Loss Payee1 <input type="checkbox"/> Addl. Insured		<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Change	
Name		Address		<input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Email	

**SECTION 2B TRACTOR INFORMATION**

Unit #	Year	Make	Model	VIN	
<b>Coverage Choices</b>		<b>Add</b>	<b>Delete</b>	<b>Value</b>	<b>Change to:</b>
Physical Damage		<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Non-Trucking Liability		<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> Loss Payee1 <input type="checkbox"/> Addl. Insured		<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Change	
Name		Address		<input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Email	

**SECTION 3 DRIVER INFORMATION**

Add    Change    Delete

<b>Name</b>		<b>Address</b>		<b>City/State/Zip</b>	
<b>Best Way to Contact</b>					
<input type="checkbox"/> Telephone:			<input type="checkbox"/> Fax:		
<input type="checkbox"/> Cell:			<input type="checkbox"/> Email:		
<b>Date of Birth</b>	<b>SSN</b>	<b>CDL #</b>	<b>State</b>	<b>Yrs of Driving Experience</b>	
<b>Coverage Choices</b>		<b>Add</b>	<b>Delete</b>		
Occupational Accident*		<input type="checkbox"/>	<input type="checkbox"/>		

*\*Complete and sign additional application*

**SECTION 4 ADDITIONAL NOTES AND COMMENTS**

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**SECTION 5 SIGNATURE LINE**

I hereby make application for the coverages ordered above. I understand that these coverages will remain in effect as long as the insured unit is under permanent lease to Nationwide and that these coverages will automatically be terminated on the date that the lease on the insured equipment is terminated.

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

**SECTION 6 FIRM CONTACT INFORMATION**

**Return Completed Worksheet and Applications to:**

TrueNorth Companies Fleet Department  
 Fax: 319-362-5131  
 Email: [FleetTeam@truenorthcompanies.com](mailto:FleetTeam@truenorthcompanies.com)



**DRIVER ENROLLMENT AND BENEFICIARY FORM**  
**TRUCKERS OCCUPATIONAL ACCIDENT INSURANCE**

Please print:

Name: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 Home Telephone Number: \_\_\_\_\_ Cell Telephone Number: \_\_\_\_\_  
 Name of Beneficiary: \_\_\_\_\_ Relationship of Beneficiary: \_\_\_\_\_  
 CDL Number: \_\_\_\_\_ Number of Years Experience: \_\_\_\_\_  
 Contracted by (Name of Company): \_\_\_\_\_ Effective Date of Contract: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Motor Carrier Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Motor Carrier E-Mail Address: \_\_\_\_\_

Please answer the following general questions:

- Are you an Owner-Operator? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, is the Certificate of Title in your name? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If no, are you a: Co-Owner \_\_\_\_\_ Leased Driver \_\_\_\_\_ Team Driver \_\_\_\_\_ Contract Driver \_\_\_\_\_ or Employee \_\_\_\_\_
- Do you drive for another person? Yes \_\_\_\_\_ No \_\_\_\_\_
- Do you load/unload? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, what is the average weight you lift? \_\_\_\_\_
- Do you attach and detach the trailer? Yes \_\_\_\_\_ No \_\_\_\_\_
- Do you tarp? Yes \_\_\_\_\_ No \_\_\_\_\_
- Do you drive: Automatic \_\_\_\_\_ or Shift \_\_\_\_\_  
 Long Haul \_\_\_\_\_ or Short Haul \_\_\_\_\_
- Do you receive: 1099 \_\_\_\_\_ or W-2 \_\_\_\_\_
- What other duties do you perform? \_\_\_\_\_

Please answer the following medical questions:

- Are you covered under any medical plan? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, identify: \_\_\_\_\_
- Have you ever filed a claim for Workers' Compensation or any other occupational related injury? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, explain: \_\_\_\_\_
- Have you ever been treated for:
 

back, neck, spinal impairment _____	arthritis/gout _____
disorder of muscle or bone _____	hemorrhoids _____
high/low blood pressure _____	prostatitis _____
kidney condition _____	diabetes _____
heart condition _____	hernia _____

  
 If yes, explain: \_\_\_\_\_
- Are you presently using any prescription medication? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, explain: \_\_\_\_\_

- Have you had any disease or injury, within the past five (5) years, not listed above? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain: \_\_\_\_\_
- Have you ever been treated for alcohol or drug dependency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain: \_\_\_\_\_
- What is the name and address of your current physician?  
Your Physician's Name: \_\_\_\_\_  
Your Physician's Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**[FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

**In providing this information, I, the undersigned, understand and hereby state that:**

1. to the best of my knowledge and belief, all information on this Form is complete and truthful;
2. this coverage being is not a contract for Statutory Workers' Compensation Insurance, and neither I nor my carrier become participants in the Workers' Compensation system by purchasing this insurance; and
3. if, based on the information supplied in this Form, I am not eligible for coverage, premium will be refunded and no claims will be payable.

By my signature below, I, the undersigned, also authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company or any other organization, institution or person that has any records, including any medical records, to furnish such information or copies of records to OneBeacon America Insurance Company, the motor carrier or the motor carrier's designee. A photographic copy of this authorization shall be as valid as the original.

**IF THE INFORMATION PROVIDED IN THIS FORM IS FRAUDULENT,  
THE INSURER HAS THE RIGHT TO RETURN PREMIUM AND CANCEL COVERAGE.**

In order to verify the information provided in this Form, I, the undersigned, give the Insurer authority to examine the records that are maintained by the motor carrier.

[I certify that I am an independent contractor, paid by a 1099 tax form, not as a W-2 employee.]

Driver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[Motor Carrier] Representative's Signature: \_\_\_\_\_

**Payment Authorization:** I authorize the above named motor carrier, with whom I have a contract, to take monthly deductions, equal to my premiums, from my settlement account on my behalf, and to remit these funds to OneBeacon America Insurance Company.

I UNDERSTAND THAT THE COST OF THE INSURANCE IS MY SOLE OBLIGATION AND RESPONSIBILITY, regardless of the above arrangement of premium payment. I agree that I will forward any amount due and owing to OneBeacon America Insurance Company, upon demand, for any insurance at any time my account remains unpaid.

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

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

To: Drivers & Owner/Operators

From: Safety Department

Subject: Worker's Compensation Requirements

As your state of residence currently does not require any Worker's Comp requirements, the company would like to reaffirm with you that the agreement signed between you, the "Contractor," and the "Company" denotes you as an Independent Contractor and not an employee of the company, and any driver supplied by Contractor will be an employee of Contractor. As such, you would not hold "Company" responsible in the event of an occupational accident incurred by you or one of your drivers.

I, \_\_\_\_\_, know and understand the above statement  
(Printed Name)

concerning my status as an independent contractor or as an employee of an independent contractor.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Tractor Number)

**TRUCK INSPECTION**

DATE: \_\_\_\_\_

TRUCK #: \_\_\_\_\_

OWNER: \_\_\_\_\_

VIN: \_\_\_\_\_

\_\_\_\_\_  
TOP AIR PRESSURE  
\_\_\_\_\_  
PRESSURE AFTER  
\_\_\_\_\_  
APPLICATION  
\_\_\_\_\_  
THREE MINUTE  
\_\_\_\_\_  
APPLICATION  
\_\_\_\_\_  
LOW AIR WARNING  
\_\_\_\_\_  
BUZZER  
\_\_\_\_\_  
LIGHT

MILEAGE: \_\_\_\_\_ (Odometer/Hubometer)

ANNUAL TRACTOR INSPECTION

DATE: \_\_\_\_\_

SAFETY EQUIPMENT:

REFLECTORS \_\_\_\_\_

FIRE EXT. \_\_\_\_\_ 10 BC OR BETTER \_\_\_\_\_

LICENSE PLATE # & STATE/EXP. DATE: \_\_\_\_\_

CHECK IF OK -- X IF DEFECTIVE

- |                                  |                            |
|----------------------------------|----------------------------|
| _____<br>HORN                    | _____<br>EXHAUST           |
| _____<br>WINDSHIELD WIPERS       | _____<br>BATTERY BOX       |
| _____<br>HEADLIGHTS              | _____<br>FUEL TANKS        |
| _____<br>TOP MARKER LIGHTS       | _____<br>RIM/STUDS/NUTS    |
| _____<br>AUXILIARY MARKER LIGHTS | _____<br>SUSPENSION        |
| _____<br>FOUR WAYS               | _____<br>OIL LEAKS         |
| _____<br>REAR FOUR WAYS          | _____<br>AIR LEAKS         |
| _____<br>BRAKE LIGHTS            | _____<br>MUD FLAPS         |
| _____<br>GAUGES                  | _____<br>MUD FLAP HANGERS  |
| _____<br>FRAME                   | _____<br>AIR LINES         |
| _____<br>MIRRORS                 | _____<br>AIR SERVICE LINES |
| _____<br>STEER TIRES             | _____<br>PIGTAIL           |
| _____<br>DRIVE TIRES             | _____<br>BODY CONDITION    |
| _____<br>FRONT BRAKES            |                            |

COMMENTS: \_\_\_\_\_

ON THE ABOVE MARKED ITEMS \_\_\_\_\_, I \_\_\_\_\_ AGREE  
TO HAVE ALL MARKED ITEMS REPAIRED BEFORE ACCEPTING A LOAD FROM  
\_\_\_\_\_, LLC.

INSPECTED BY: \_\_\_\_\_