

CARRIER PACKET

for

Lease-Your-Truck to Us, OTR & Long Haul



SUNSET PACIFIC
TRANSPORTATION

www.sunsetpacific.com

CHECKLIST

Carrier Packet Submission for

Lease-Your-Truck-To-Us Carriers, OTR & Long Haul

Please ensure the following list of documents are completed and signed in full. Also, where necessary, attach additional documents to your email submission:

Included in this PDF packet for Truck Leasing Documents, please fill out in full and sign:

- ☐ Contact Sheet
- ☐ Employment History
- ☐ Drive-A-Check Report (DAC)
- ☐ MVR Consent
- ☐ MVR Authorization
- ☐ Background Investigation Disclosure and Authorization
- ☐ Investigation and Inquiries Rebuttal
- ☐ Annual Review of Driving Records
- ☐ Lease Carrier Agreement
- ☐ Vehicle Lease Agreement
- ☐ IRP Change of Agent
- ☐ FMCSA Drug and Alcohol Rules
- ☐ Drug and Alcohol Investigation
- ☐ DISA Request Form
- ☐ Safety Belt Form
- ☐ Text Messaging Consent Form
- ☐ DOT and FMCSA Mobile Rules
- ☐ OCAC Application
- ☐ NAIT Membership Application
- ☐ EOBR Policy
- ☐ HOS Violations Policy
- ☐ HOS 7-day History
- ☐ ACH/Direct Deposit Form
- ☐ W-9 Form
- ☐ Driver Qualification Standards

To be attached as separate documents, in addition to the above:

- ☐ **Commercial Drivers License** (FRONT and BACK)
- ☐ **Drivers medical certificate**
- ☐ A blank voided check if signing up for direct deposit
- ☐ **Cab Card:** The form must be in the owner's name. Front and back required.
- ☐ **Registration or Title:** Copy of the late registration

CHECKLIST – Carrier Packet Submission (cont.)

- ☐ **DMV Vin Verification Form:** MUST BE COMPLETED BY A DMV REPRESENTATIVE ONLY.
- ☐ **2290 IRS Form:** Must be stamped by the IRS or have clear water markings. This is for the purposes of Road Taxes. www.expresstrucktax.com
- ☐ **Bill of Sale Copy**
 - Form must include lien holder information, purchase price, purchase date, and purchase location with the company's name.
 - Recent payments (if applicable), or payout amount with the date of transaction.
 - Proof of payment must be dated no longer than 30 days.
- ☐ **The Last Registration Copy**, unless the truck is new.
- ☐ **Social Security Card or FIN Number Copy**
- ☐ **Physical Damage Insurance Certificate:**
 - ACCORD Certificate if using your own physical damage insurance.
 - Full name, phone number, and email address of the insurance broker/agent must also be provided.
- ☐ **Annual Inspection Report**
- ☐ **90-Day Inspection Report**, most recent copy
- ☐ **Sunset Pacific Transportation Inspection Report:** upon instruction, your truck must be inspected by Sunset Pacific Transportation personnel.

Submit all completed and signed documentation via email to:

recruiting@sunsetpacific.com

WELCOME TO



Contact Sheet

Name: _____

Cell Phone: _____ Phone: _____

Email: _____

Emergency Contact Number: _____

Social Security Number: _____ Date Of Birth: _____

CDL Number: _____ State: _____ Exp. Date: _____

OFFICE USE ONLY

Driver Code: _____

Contract Start Date: _____ Effective Date: _____

Rate of Pay: _____ Approved By: _____

Sunset Pacific Transportation, Inc.

13875 Norton Avenue

Chino, CA 91710

Phone: (800) 280-1677 & (909) 464-1677 or Fax: (909) 993-0659

PERSONAL DESCRIPTION

FULL NAME _____
(Last) (First) (Middle)

S.S.# or EIN#: _____ DATE OF BIRTH ____/____/____

ADDRESS _____
(Street) (City) (State) (Zip)

PHONE: (____) _____ CELL PHONE: (____) _____

ADDRESS FOR LAST 3 YEARS:

STREET _____ CITY _____ STATE _____ ZIP _____
STREET _____ CITY _____ STATE _____ ZIP _____
STREET _____ CITY _____ STATE _____ ZIP _____

EXPERIENCE AND QUALIFICATIONS

CDL #: _____ From the state of: _____ Expires on: _____ License type: _____

List CDL endorsements: _____

DRIVING EXPERIENCE

	TYPE OF EQUIPMENT:	NUMBER OF YEARS:	STATES YOU HAVE DRIVEN IN:
TRACTOR / TRAILER			

ACCIDENT RECORD FOR THE LAST 3 (THREE) YEARS

DATE:	NATURE OF ACCIDENT:	No. of FATALITIES:	No. of INJURIES:	COMMERCIAL VEHICLE	PERSONAL VEHICLE

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE LAST 3 (THREE) YEARS (OTHER THAN PARKING)

STATE:	DATE:	CHARGE:	PENALTY:	COMMERCIAL OR PERSONAL VEHICLE:

I/C or Driver for I/C: _____ MC#: _____ Tractor Engine Year: _____ Model: _____

How did you hear about us? _____

MUST BE READ AND SIGNED BY REVIEWEE:

- I agree and understand that any misrepresentations of information given above shall be considered an act of falsification.
- I agree and understand that the contractor or his agents may investigate my background to ascertain any and all information submitted is factual.

This certifies that this form 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: _____

All persons to drive in interstate commerce, must provide the following information on all companies during the preceding 3 years. List their complete mailing address, street number, city, state and zip code. Persons to drive a commercial motor vehicle* in interstate or intrastate commerce shall also provide an additional 7 years' information on those previous companies for whom he/she operated such vehicle.

(NOTE: List companies in reverse order starting with the most recent.)

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐
WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐
WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

USE THIS SHEET FOR ADDITIONAL CONTRACTOR/EMPLOYMENT HISTORY INFORMATION

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

USE THIS SHEET FOR ADDITIONAL CONTRACTOR/EMPLOYMENT HISTORY INFORMATION

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

USE THIS SHEET FOR ADDITIONAL CONTRACTOR/EMPLOYMENT HISTORY INFORMATION

<i>COMPANY NAME:</i>	FROM	TO
ADDRESS	MO. YR	MO. YR
CITY STATE ZIP	POSITION HELD	
CONTACT PERSON PHONE NUMBER	RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO
ADDRESS	MO. YR	MO. YR
CITY STATE ZIP	POSITION HELD	
CONTACT PERSON PHONE NUMBER	RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

*Includes vehicles a GVWR of 26, 001 lbs. or more, vehicles designed to transport 16 or more passengers (including the driver), or any size vehicle used to transport hazardous materials in a quantity requiring placarding.

†The Federal Motor Carrier Safety Regulations (FMCSRs) apply to anyone operating a motor vehicle on a highway in interstate commerce to transport passengers or property when the vehicle: (1) weighs or has a GVWR of 10,001 pounds or more. (2) is designed or used to transport more than 8 passengers (including the driver), OR (3) is of any size and is used to transport hazardous materials in a quantity requiring placarding.

DAC - DISCLOSURE AND RELEASE

In connection with my potential contracting with you, I understand that consumer reports which may contain public record information maybe requested from DAC Services, Tulsa, Oklahoma. These reports may include the following types of information: names and dates of previous employers, reason for termination of employment, work experience, accidents, etc. I further understand that such reports may contain public record information concerning my driving record, workers' compensation claims, criminal records, etc., from federal, state and other agencies which maintain such records; as well as information from DAC concerning previous driving record requests made by others from such state agencies, and state provided driving records.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY DAC TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to DAC, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information; and the recipients of any reports on me which DAC has previously furnished within the two-year period preceding my request. I hereby consent to your obtaining the above information from DAC, and I agree that such information, which DAC has or obtains, and my contract/ employment history with you if I am contracted, will be supplied by DAC to other companies, which subscribe to DAC Services.

I hereby authorize procurement of consumer report(s). If contracted, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my contract period.

Print Name

Social Security Number

Applicant's Signature

Date

FMCSR PART 391.23 Investigation and Inquiries

Release Authorization

"Motor Vehicle Report"

(a)(1) An inquiry to each State where the driver held or holds a motor vehicle operator's license during the preceding three years to obtain that driver's motor vehicle record.

(a)(2) An investigation of the driver's safety performance history with Department of Transportation regulated companies during the preceding three years.

In conjunction with a potential contract with Sunset Pacific Transportation, Inc., I, _____, consent to the release of my Motor Vehicle Records (MVR) and driver license investigation. I understand the company will use these records to evaluate my suitability to fulfill driving duties. I also consent to the review, evaluation, and other use of any MVR I may have provided to the company. This consent is given in satisfaction of Public Law 18 USC 2721 et. Seq., "Federal Drivers Privacy Protection Act", and is intended to constitute "written consent" as required by this Act.

I understand that I will disclose whether I have been issued a driver license in the same or different name to operate any type of motor vehicle in another state or other jurisdiction during the previous years.

This requirement is for DOT requirements use only and is good for 30 days from the date of signing.

ACKNOWLEDGEMENT:

I understand that if it is determined that the information provided has been falsified, Sunset Pacific Transportation, Inc. will disqualify me and terminate any contract that I may have with them.

Signature: _____ Date: _____

Drivers' License Number: _____ State: _____

PROVIDE THE FOLLOWING: [Name as shown on your Driver License(s)]

Name: First, Middle, Last (*Jr., Sr., III*)

Other State/Jurisdiction: (For each license issued, complete all sections, even if same)

State/Country of Issuance (MM/DD/YY)	Driver License Number	Social Security Number	Birth Date
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Name (First Middle, Last, Suffix (*Jr., Sr., III*))

Sex
☐ MALE ☐ FEMALE

State/Country of Issuance (MM/DD/YY)	Driver License Number	Social Security Number	Birth Date
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Name (First Middle, Last, Suffix (*Jr., Sr., III*))

Sex
☐ MALE ☐ FEMALE

FMCSR PART 391.23 Investigation and Inquiries

Authorization Form

“Motor Vehicle Report”

I, _____, authorize Sunset Pacific Transportation, Inc. to

(Print Full Name)

have their insurance broker, Allen Lawrence & Associates, Inc. order and review my Motor Vehicle Driving Record and advise Sunset Pacific Transportation if I meet the insurance company underwriting guidelines as a driver being eligible to contract under Sunset Pacific Transportation, Inc.’s motor carrier authority.

Independent Contractor/Driver for Independent Contractor:

Driver’s License Number:

License Expiration Date:

Authorization Date:

Years Class “A” Experience:

Print Full Name

Signature

CONSUMER DISCLOSURE AND AUTHORIZATION FORM

Disclosure Regarding Background Investigation

Sunset Pacific Transportation may request, for lawful contract purposes, background information about you from a consumer reporting agency in connection with your contracting (including independent contractor assignments, as applicable). This background information may be obtained in the form of consumer reports and/or investigative consumer reports (commonly known as “background reports”). An “investigative consumer report” is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews), the most common form of which is checking personal or professional references. These background reports may be obtained at any time after receipt of your authorization and, if you are contracted or engaged by the Company, throughout your contract period, as allowed by law.

HireRight, Inc. (“HireRight”), or another consumer reporting agency, will prepare or assemble the background reports for the Company. HireRight is located and can be contacted by mail at 3349 Michelson Dr. Suite 150 Irvine, CA 92612, and HireRight can be contacted by phone at (866) 521-6995. Information about HireRight’s privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

The background report may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be obtained include, but are not limited to: social security number verifications; address history; credit reports and history; criminal records and history; public court records; driving records; accident history; worker’s compensation claims; bankruptcy filings; educational history verifications (e.g., dates of attendance, degrees obtained); employment history verifications (e.g., dates of employment, salary information, reasons for termination, etc.); personal and professional references checks; professional licensing and certification checks; drug/alcohol testing results, and drug/alcohol history in violation of law and/or company policy; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing.

This information may be obtained from private and public record sources, including, as appropriate: government agencies and courthouses; educational institutions; former employers; and, for investigative consumer reports, personal interviews with sources such as neighbors, friends, former employers and associates; and other information sources. If the Company should obtain information bearing on your credit worthiness, credit standing or credit capacity for reasons other than as required by law, then the Company will use such credit information to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being evaluated.

You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

A summary of your rights under the Fair Credit Reporting Act, as well as certain state-specific notices, are also being provided to you.

ADDITIONAL STATE LAW NOTICES

If you are a contractor in any of the states listed below, please also note the following:

CALIFORNIA: Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency (e.g., HireRight) during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the consumer reporting agency’s offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The

consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity. Additional California-specific information is set out below.

MAINE: You have the right, upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company, within five business days of our receipt of your request, the name, address and telephone number of the nearest office designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such reports.

MASSACHUSETTS: You have the right to know whether the Company requested an investigative consumer report about you and, upon written request to the Company, to receive a copy of any such report. You also have the right to ask the consumer reporting agency (e.g., HireRight) for a copy of any such report.

MINNESOTA: You have the right in most circumstances to submit a written request to the consumer reporting agency (e.g., HireRight) for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within 5 days after its receipt of your request or the report was requested by the Company, whichever date is later.

NEW JERSEY: You have the right to submit a request to the consumer reporting agency (e.g., HireRight) for a copy of any investigative consumer report the Company requested about you. A summary of your rights under the New Jersey Fair Credit Reporting Act is set out below.

NEW YORK: You have the right, upon written request, to be informed of whether or not the Company requested a consumer report or an investigative consumer report about you. Shown above is the address and telephone number for HireRight, the consumer reporting agency used by the Company. You may inspect and receive a copy of any such report by contacting that consumer reporting agency. A copy of Article 23-A of the New York Correction Law is provided below.

WASHINGTON STATE: If the Company requests an investigative consumer report, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You are entitled to this disclosure within 5 days after the date your request is received or the Company ordered the report, whichever is later. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act, which is also set out below.

Authorization of Background Investigation

I have carefully read and understand this Disclosure and Authorization form and the attached summary of rights under the Fair Credit Reporting Act. By my signature below, I consent to preparation of background reports by a consumer reporting agency such as HireRight, Inc. ("HireRight"), and to the release of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for contracting (including independent contractor assignments, as applicable), or for other lawful employment purposes. I understand that if the Company contracts me for my services, my consent will apply, and the Company may, as allowed by law, obtain additional background reports pertaining to me, without asking for my authorization again, throughout my contract period from HireRight and/or other consumer reporting agencies.

I understand that information contained in my contractor form, or otherwise disclosed by me before or during my contract assignment, if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing herein shall be construed as an offer of contract for services.

I hereby authorize all of the following, without limitation, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local agencies, learning institutions (including public and private schools, colleges and universities), testing agencies, information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present employers, the military, and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form, will be valid for any background reports that may be requested by or on behalf of the Company.

☐ **California, Minnesota or Oklahoma applicants only:** Please check this box if you would like to receive (whenever you have such right under the applicable state law) a copy of your background report if one is obtained on you by the Company.

Last Name _____ First _____ Middle _____
(Independent Contractor/Driver for Independent Contractor)

Signature _____ Date _____

Code of Regulations Title 49, PART 391.23

INVESTIGATION and INQUIRIES

Driver's Statement - Rebuttal of Previous Company Information

Per the Title 49 CFR, 391.23 (i)(1) through (k)(2), I hereby acknowledge the following:

- (i) The right to review information provided by previous companies.
- (ii) The right to have errors in the information corrected by the previous contractor/employer and for that previous company to re-send the corrected information to the prospective company.
- (iii) The right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and I 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 company. This may be done as late as 30 days after being contracted or being notified of denial of contract. Prospective company must provide this information within five business days of receiving the written request. If prospective company has not yet received the requested information from the previous companies, 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 company making them available, the prospective company may consider you to have waived your request to review the record.

I also understand that if I wish to request correction(s) of alleged erroneous information in records forwarded by previous companies that I must make the written request myself.

Full Name (print) _____

Signature _____

Date _____

Certification of Violations and Annual Review of Driving Record

Motor Carrier: FMCSR Section 391.25 states that each motor carrier shall, at least once every 12 months, make an inquiry into the driving record of independent contractor/driver for independent contractor, covering at least the preceding 12 months, to the appropriate agency of every State in which the driver held a commercial motor vehicle operator's license or permit during the time period. Drivers who have provided information required by Section 383.31 need not repeat that information on this form.

Independent Contractor/Driver for Independent Contractor: Section 391.27(b) states that each driver shall furnish the list required in accordance with paragraph (a) of this section. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed, he/she shall so certify.

Independent Contractor/Driver- Please complete this Certification of Violations

Print Full Name:	Social Security #	State of Residence
License #	State of Issue	Expiration Date

Date	Offense	Location	Type of Vehicle Operated
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If you have not had any violations please check this box ☐

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

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 twelve 12 months.

Signature _____ Date _____

Motor Carrier – Please complete the Annual Review of Driving Record

FMCSR requires that the Motor Carrier reviews the information listed above and any other information as described in Federal Motor Carrier Safety Regulations Part 391.25 and completes the requested information below.

I have hereby reviewed the driving record of the above named independent contractor/driver in accordance with Section 391.25 and find that he/she: (Select one of the following:)

- ☐ Meets the minimum requirements for safe driving and may drive a motor vehicle pursuant to Sec. 391.15
- ☐ Is disqualified to drive a motor vehicle pursuant to Sec. 391.15
- ☐ Does not adequately meet satisfactory safe driving performance

Action taken: _____

Reviewed By (Signature) Elsa Sifuentes Date _____

Print Full Name _____ Elsa Sifuentes Title _____ Safety _____

Motor Carrier Name _____ Sunset Pacific Transportation _____

Motor Carrier Address _____ 14522 Yorba Ave. Chino, CA 91710 _____

SUNSET PACIFIC LOGISTICS, INC. TRANSPORTATION BROKERAGE AGREEMENT

This Transportation Brokerage Agreement ("Agreement") is made as of _____, 20____ by and between Sunset Pacific Transportation, Inc., a Federally Licensed Freight Brokerage, with its principal place of business located at Sunset Pacific Transportation, Inc., 14522 Yorba Avenue, Chino, California 91710,

(hereinafter referred to as "Sunset Pacific"), and _____

with its principal place of business located at _____
(hereinafter referred to as "CARRIER").

RECITALS

A. Sunset Pacific is a Freight Broker of general commodities duly licensed and authorized by, without limitation, the Federal Motor Carrier Safety Administration pursuant to Docket No. MC-514833, to engage in operations in Interstate or Foreign commerce, as a Broker, arranging for transportation of freight/cargo for its customers, except household goods, between and among points in the United States by Motor Vehicle with For-Hire Motor Carriers.

B. CARRIER is a Motor Carrier and/or Common Carrier of Property duly licensed and authorized by the FMCSA pursuant to Docket No. or MC# _____, and other applicable State and/or Federal Governmental Agencies to engage in operations and provide service in Interstate and Foreign Commerce in the transportation, without limitation, of freight/cargo of a type for which Sunset Pacific is authorized to act as a Broker as set forth above (General Commodities, except household goods), under continuing Contract(s) with Sunset Pacific.

C. The Parties do hereby enter into this Agreement pursuant to 49 USC §14101(b) for the purposes of providing and receiving specified services under specified rates and conditions, and under which the Parties intend to and hereby agree to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act, (Motor Carrier Act) and Title 49 of the United States Code, and/or of California statutes and regulations applicable to carriers, common carriers and/or freight forwarders under, without limitation, the California Civil Code, Public Utilities Code, Uniform Commercial Code, and the Vehicle Code, and regulations issued thereunder (including the exclusive remedies therein for breach of contract) to the extent allowed by law and to the extent that any provisions therein are inconsistent with any of the provisions of this Agreement.

D. Unless otherwise apparent from the context in which the term is used, the term "Party" shall refer to either Sunset Pacific or CARRIER.

Initials Carrier Representative: _____

- E. The term "Parties" as used herein shall refer to both Sunset Pacific and CARRIER.
- F. Unless otherwise apparent from the context in which the term is used, the terms "Property," "Cargo", "Freight," "Goods" and "Commodities" are used interchangeably in this Agreement.
- G. "Transportation Services" shall have the meaning used in 49 USC §13102(23) as it pertains to the movement of Property, and includes the pickup, transfer, and delivery, of property, and services related to the movement of such property as per 49 USC §13102(23)(B).

NOW THEREFORE, based upon the foregoing RECITALS, which are incorporated herein as if fully set forth below, and in consideration of the mutual covenants & agreements contained herein, the Parties mutually agree as follows:

TRANSPORTATION SERVICES

1. CARRIER agrees to provide Sunset Pacific with Transportation Services at such time and place as may from time to time be required by Sunset Pacific and/or Sunset Pacific's customers, and without any guarantee of a minimum amount of business.
 - a. Licenses, Permits and Equipment. IF CARRIER is engaged in the hazardous material trucking business, or any other specialized or highly regulated transportation activities, CARRIER REPRESENTS they are fully familiar with the trucking services to be provided and the conditions under which the work is to be performed. CARRIER 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. CARRIER 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.

TERM OF AGREEMENT

2. This Agreement shall take effect as of the date first above written and shall remain in effect one year thereafter until terminated by either Party giving not less than thirty (30) days written notice to the other Party; provided this Agreement may be terminated for cause by Sunset Pacific upon five (5) days written notice to CARRIER. This Agreement does not terminate after one year; unless a party gives notice as described to terminate.

Initials Carrier Representative: _____

BILLS OF LADING AND DELIVERY RECEIPTS

3. CARRIER shall issue a Uniform Standard Bill of Lading for Property It receives for Transportation Services under this Agreement and shall be liable to the person entitled to recover under the Bill of Lading for loss of or damage to such Property. Carrier shall submit an original copy of the Receipt to Sunset Pacific evidencing delivery of the shipment, unless otherwise instructed by Sunset Pacific, in which case Carrier shall retain custody of the Receipt and provide it to Sunset Pacific upon request. The liability imposed by this paragraph is for the actual loss or injury to the Property. Failure to issue a Bill of Lading does not affect the liability of CARRIER, and CARRIER'S liability shall not be limited by a Common Carrier's liability under 49 USC §14706 (Carmack). The Freight/Cargo transported by CARRIER will not move under limitations of liability or any release rates.

4. CARRIER shall not issue and/or execute a Bill of Lading containing terms and/or conditions imposing Liability upon Sunset Pacific. Any terms on any Bill of Lading which conflict with this contract are Null and Void and superseded by this contract.

5. Freight/Cargo shall be picked up at point of origin and delivered to point of destination as specified by Sunset Pacific and/or Sunset Pacific's customer(s), and delivery shall be made by CARRIER as specified in the Bill of lading or other shipping documents which shall be picked up with the Freight/Cargo, and shall be completed upon delivery at point of destination to reflect the fact of delivery. CARRIER shall provide and submit to Sunset Pacific a completed Bill of Lading, Delivery Receipt, Freight Bill and other transportation documents within fifteen (15) days of the delivery of each shipment evidencing good delivery of the Freight/Cargo.

6. In the event that CARRIER'S personnel are not allowed or afforded an opportunity to view and/or examine the Goods in order to ascertain the condition of those Goods prior to loading on CARRIERS equipment, CARRIER'S personnel shall immediately notify Sunset Pacific and await instructions prior to transporting the shipment, and shall note on the Bill of Lading that they were not allowed or afforded an opportunity to view and/or examine the Goods shipped.

CARRIER'S RESPONSIBILITY FOR THE CARGO

7. CARRIER's responsibility for loss of or damage to any Cargo/Freight shall commence at the time the cargo/freight is loaded upon CARRIER's equipment at point of origin and shall continue until said Cargo/Freight is delivered to the designated consignee at destination, or to any intermediate stop off point, and shall include the period of and for performing those Transportation Services Included in 49 USC §13102(23)(B).

Initials Carrier Representative: _____

8. CARRIER agrees to transport the Commodities to the specified destination with reasonable dispatch (defined as the length of time that it would customarily and ordinarily take to transport a like shipment), unless a specified delivery date(s) and/or time(s) is communicated to CARRIER prior to pick up of any individual Shipment and/or if the Bill of Lading delineates (a) specified date(s) and/or time(s), in which event the delivery shall be at such specified date and/or time. CARRIER hereby assumes all liability for non-delivery within or at the specified date(s) and/or time(s) communicated to CARRIER prior to pick up and/or delineated on a Bill of Lading at the time of pick up. CARRIER hereby assumes all liability for Cargo loss and damage while such commodities are in CARRIER'S custody and control. No released value conditions, whether stated in CARRIER'S rates or otherwise, shall apply against Sunset Pacific or its customers.

9. In the event branded or labeled Goods are damaged, Sunset Pacific's customers may determine, within their sole discretion, and subject to a reasonableness standard, whether the Goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be credited against Sunset Pacific's customers' claims against CARRIER. Sunset Pacific's customers shall have the right to remove all identifying marks or labels when CARRIER pays Sunset Pacific or Sunset Pacific's customers for the full value of the damaged Goods and requests possession of the Goods for salvage. Alternatively, in the discretion of Sunset Pacific or its customers, the Goods shall be permanently marked as "damaged" or a similar notation, without debiting or otherwise charging Sunset Pacific's customers on account of such notations.

10. CARRIER shall process all claims for loss and damage to Cargo in a timely fashion, which shall include but not be limited to the following actions: (i) within fifteen (15) days after receipt of a claim, CARRIER shall acknowledge in writing to Sunset Pacific and the claimant that the claim has been received and tender said claim to their Cargo Liability Insurance Carrier; and (ii) within ninety (90) days after receipt of a claim, CARRIER shall provide written notification to the claimant and to Sunset Pacific that a claim will be paid and/or that a claim is denied in whole or in part with a specification of the reasons for any such denial.

INSURANCE

11. CARRIER agrees to procure and maintain Cargo Insurance, with an insurance company with at least an "A-VII" AM Best rating, with the following minimum coverage limits to insure Sunset Pacific and its customers and to compensate the persons/entities who are legally entitled to any recovery for Cargo loss and/or damage.

40'-53' Containers, Trailers & Vans \$250,000.00**

**Carrier can opt to carry \$100,000.00 cargo insurance for \$100 Gap insurance charge per month.

Initials Carrier Representative: _____

Sunset Pacific shall be named as an additional insured on such policy. CARRIER shall cause its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance which Certificate shall require that the Insurance Carrier give Sunset Pacific thirty (30) days written notice prior to the cancellation of such policy.

12. CARRIER agrees to procure and maintain General Liability insurance, with an insurance company with at least an "A-VII" AM Best rating, for Bodily Injury with limits of Liability of not less than One Million Dollars (\$1,000,000.00) for each person, and One Million Dollars (\$1,000,000.00) aggregate, and Property Damage with limits of no less than One Hundred Fifty Thousand Dollars (\$150,000.00) for each occurrence/aggregate. Sunset Pacific shall be named as an additional insured on such policy. CARRIER shall cause shall its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance for such coverage and to require Its Insurance Carrier to give Sunset Pacific thirty (30) days written notice prior to any cancellation of said policy.

RATES

13. CARRIER's compensation for any specific shipment or shipment may be orally agreed to between the Parties, and however the compensation shall (must) be subsequently confirmed by Sunset Pacific to CARRIER in a writing ("the Rate Confirmation Sheet"), which can be sent by facsimile, e-mail, text message, or by other electronic means. The Rate Confirmation Sheet shall state the Contract Rate, identify the pickup date, origin, destination, rate and any other instructions or requirements regarding the shipment of the Cargo. Carrier agrees to procure and maintain automobile liability insurance with an insurance company with at least an A-VII AM best rating, for bodily injury-property damage CSL with limits of liability of not less than \$1,000,000. Sunset Pacific shall be named as additional insured on such policy. CARRIER shall cause its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance for such coverage and to require Its Insurance Carrier to give Sunset Pacific thirty (30) days written notice prior to any cancellation of said policy.

14. CARRIER agrees that any interstate or intrastate tariffs, released value clauses or rates, or other liability limitations which now or in the future may exist in CARRIER'S schedules or tariffs shall not apply to transportation provided by CARRIER to Sunset Pacific and/or Sunset Pacific's customers during the term of this Agreement unless they are expressly stated in this Agreement or in the Rate Confirmation Sheet. By way of this Agreement, CARRIER'S tariffs are specifically excluded from and will not be incorporated into this Agreement.

15. All Rate Confirmation Sheets shall be incorporated as Addenda to this Agreement and the Parties agree to retain all such Addenda for the period required by applicable law. Copies of Rate Confirmation Sheets will remain on file with Sunset Pacific.

Initials Carrier Representative: _____

16. Fixed Rates, if any, between the parties hereto are set forth on an Addendum "A" attached hereto. The Parties agree that the Fixed Rates may be amended and/or modified based upon then current market conditions. The Rate Confirmation Sheets as hereinabove set forth shall be deemed to amend and/or modify said Fixed Rates for the shipment(s) to which such Rate Confirmation Sheets pertain.

17. Any claim for overpayment or underpayment of transportation charges in connection with Cargo shipments transported under this Agreement, shall be presented by the Party asserting the claim to the other Party within thirty (30) days of discovery of the claim by that Party, but in no event will any such claim be asserted more than ninety (90) days after the delivery of the cargo/shipment(s) giving rise to any such claim.

CARRIER'S SERVICE WARRANTIES

18. All Freight/Cargo transported by CARRIER pursuant to this Agreement shall only be transported by CARRIER on, in, or with equipment owned by CARRIER or leased to CARRIER under a lease having durations of more than thirty (30) days operating under CARRIER's operating authorities. CARRIER will not authorize and/or permit its Tractor(s) and Trailer(s) to be unattended at any time from and after the time the Freight/Cargo is loaded upon CARRIER's equipment at point of origin until said Freight/Cargo is delivered to the designated consignee at destination or to any intermediate stop off point.

19. CARRIER shall not, in any matter, sub-contract, broker, or tender to any third party for transportation any Freight tendered to CARRIER by Sunset Pacific and/or Sunset Pacific's customers for transportation pursuant to this Agreement.

20. CARRIER shall use such forms and keep such records of shipments as Sunset Pacific shall reasonably prescribe.

21. CARRIER's rates and tariffs as a Motor Common Carrier shall not, except as may be specifically provided in this Agreement, be applicable to any transportation which it shall perform for and on behalf of Sunset Pacific's customers.

22. CARRIER will, at all times, have an USDOT Safety Rating that is satisfactory, and at no time will It allow its safety rating to become unsatisfactory. CARRIER shall Immediately notify Sunset Pacific in the event its Safety Rating becomes unsatisfactory. Sunset Pacific shall have the right to immediately terminate this Agreement if CARRIER'S Safety Rating becomes unsatisfactory without any additional notice or right to cure otherwise set forth in this Agreement.

Initials Carrier Representative: _____

23. CARRIER represents and warrants that the driver(s) utilized in providing CARRIER's services under this Agreement will be competent and properly licensed, and fully informed of their responsibilities for the protection and care of the involved commodities.) Neither Sunset Pacific, nor Sunset Pacific's customers, will be responsible for paying any driver's salary, wages, compensation or charges, or for Workers' Compensation coverage, or any taxes based on salary, wages, or compensation; any and all such payments shall be the responsibility of CARRIER. CARRIER will provide and maintain the necessary equipment to perform its Transportation Services under this Agreement and will provide and pay for all fuel and expenses necessary to operate the equipment; neither Sunset Pacific nor Sunset Pacific's customer will be responsible for any of those expenses except to the extent that it is set forth in the Compensation/Settlement Sheet. CARRIER represents that the services it furnishes under this Agreement will be performed without violating local, state or federal laws or regulations, and that CARRIER has complied with and will comply with all laws and regulations of local, state, and federal authorities and regulatory bodies having jurisdiction over the operation of the vehicles used in the performance of the Transportation Services. CARRIER further warrants that all motor vehicle equipment provided by CARRIER for the transportation of food grade products will comply with the requirements of the Sanitary Food Transportation Act and the Food Safety Modernization Act, and that none of the equipment provided for the transportation of food, food grade products or cosmetics has been or will be used for the transportation of any type of waste of any kind, garbage, hazardous materials, or any other commodity that might adulterate or contaminate food, food products or cosmetics.

24. At the time each shipment is received by CARRIER from Sunset Pacific and/or Sunset Pacific's customer(s), CARRIER will request and obtain instructions concerning all handling, securing, and protection of product requirements of each shipment, including specifications noted on the bill of lading or otherwise. CARRIER is responsible for ensuring that all Freight is properly blocked and braced for transportation unless tendered to CARRIER in a pre-loaded, sealed trailer and CARRIER is instructed not to break the seal(s) on the trailer, which fact and instruction must be noted on Bill of Lading. CARRIER is responsible to determine that the Goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the Goods shipped, before loading and, in the event that they are not CARRIER will contact Sunset Pacific for further instructions prior to loading and/or shipping the Goods.

RELATIONSHIP OF SUNSET PACIFIC TO CARRIER

25. It is understood and agreed that it is the intention of the Parties that the relationship of CARRIER to Sunset Pacific shall be that of an Independent Contractor and that the sole purpose of this Agreement is to establish the terms upon which CARRIER will execute this Agreement, and that CARRIER is not the agent, employee, subcontractor or representative of Sunset Pacific for any purpose.

Initials Carrier Representative: _____

26. CARRIER agrees that Sunset Pacific shall have no responsibility whatsoever to CARRIER, its drivers, drivers' helpers, agents, subcontractors, employees and/or other workers for payment of any salaries, wages, fines, or subsistence or for any resulting expenses of any nature incurred from the use of the persons and equipment used to perform the Transportation Services.

LAWFUL CHARGES -CREDIT -C.O.D.

27. Neither CARRIER nor any person or entity employed or utilized by CARRIER in the performance CARRIER's duties under this Agreement shall have any authority to accept less than the full freight charges due to Sunset Pacific from the consignees, nor to accept less than prescribed C.O.D. charges due to the shipper.

28. In the event a shipment is paid "C.O.D.", the following terms shall govern: Any shipment to be paid for by check shall be by cashier's check. Unless Sunset Pacific shall expressly authorize CARRIER in writing to the contrary, CARRIER shall not extend credit to the consignees for freight charges or C.O.D. charges, or accept personal or company checks from the consignee in payment of same, and if CARRIER does any of the acts delineated herein, said acts shall be at the sole risk of CARRIER.

29. All monies received by CARRIER or any person utilized by CARRIER in the performance of CARRIER's services under this Agreement, for C.O.D. transportation charges are the property of Sunset Pacific, and C.O.D. charges for cargo/product are the property of Sunset Pacific and/or Sunset Pacific's customers as may be designated by Sunset Pacific. CARRIER and other persons utilized by CARRIER in the performance of CARRIER's services under this Agreement shall hold such monies in trust for Sunset Pacific and/or Sunset Pacific's customers and shall remit the same as instructed by Sunset Pacific immediately upon receipt thereof.

30. Neither Carrier nor any other person utilized by CARRIER in the performance of CARRIER's services under, has or shall have any authority to execute or endorse any negotiable instrument for or on behalf of Sunset Pacific and/or Sunset Pacific's customers.

NONSOLICITATION OF SUNSET PACIFIC'S CUSTOMERS

31. During the effective dates of this Agreement, and for a period of one (1) year from and after CARRIER's last day of transporting any Cargo for Sunset Pacific, CARRIER will not, without the prior written consent of Sunset Pacific, call on, solicit or take away any of Sunset Pacific's customers as to any shipping of a type and in the states for which Sunset Pacific provides shipping for the respective customers Should CARRIER directly do business with any of Sunset Pacific's' customers during the effective dates of this Agreement and/or within one (1) year after the termination of this Agreement in

Initials Carrier Representative:_____

violation of the foregoing provisions of this Paragraph, CARRIER will pay to Sunset Pacific a commission/rate of twenty percent (20%) of all gross freight charges received by CARRIER as to any and all such shipments of Freight/Cargo which are in violation of this paragraph.

CONFIDENTIALITY

32. CARRIER shall not, without the prior written consent of Sunset Pacific, use for CARRIER's own benefit or purposes or for the benefit or purposes of any other person, firm, partnership, association, or corporation or other business organization, entity or enterprise, or disclose (except in, and to the extent necessary for, the performance of its duties under this Agreement) in any manner to any person, firm, partnership, association, or corporation or other business organization, entity or enterprise, any trade secrets, information, data, know-how or knowledge (including, but not limited to, that relating to costs, freight rates, freight discounts, pricing and marketing methods) belonging to or relating to the affairs of Sunset Pacific, except to the extent otherwise required by law. Upon termination of this Agreement, CARRIER will return to Sunset Pacific any written proprietary or confidential information of Sunset Pacific which is in CARRIER's possession, custody, or control, and CARRIER will delete or destroy any other proprietary or confidential information of Sunset Pacific which is in CARRIER's possession, custody, or control, including, without limitation, any Sunset Pacific customer lists whether or not identified as proprietary or confidential.

GENERAL INDEMNITY

33. CARRIER covenants and agrees to fully defend, protect, indemnify and hold harmless Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents, and Sunset Pacific's customers, from and against each and every claim, demand or cause of action and from any and all damage, loss, liability fees, costs, and expense (including, but not limited to, attorneys' fees and expenses incurred in defense of Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents and/or Sunset Pacific's customers) which may be made or asserted by CARRIER, CARRIER's drivers, drivers' helpers, agents, subcontractors, employees, or other workers and/or third parties (including, but not limited to, Sunset Pacific's agents, servants, employees and/or customers) and/or which may be incurred by Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents, and/or Sunset Pacific's customers, resulting from:

- a. Injury to death of persons, loss or destruction of or damage or delay to Freight or other property, including the conversion thereof, caused by, or resulting in any manner from, any acts or omissions, intentional, reckless, negligent or otherwise, of CARRIER or any of CARRIER's drivers, drivers' helpers, agents, subcontractors, employees or other workers, in performing or

Initials Carrier Representative: _____

failing to perform or otherwise arising out of or in connection with any of the services or duties of CARRIER to be performed under this Agreement.

b. The making or issuance of any false or fraudulent bills of lading, freight bills, manifest or the giving or receiving of any false or fraudulent receipts for any Freight or Freight charges by CARRIER or by any of CARRIER's drivers, drivers' helpers, agents, subcontractors, employees and/or other workers.

c. Theft or embezzlement on the part of CARRIER and/or CARRIER's drivers, drivers' helpers, agents, subcontractors, employees and/or other workers, including, without limitation, non-payment to Sunset Pacific or Sunset Pacific's customer(s) of any payment(s) given to CARRIER and/or CARRIER's drivers, drivers' helpers, agents, subcontractors, employees and/or other workers, which are supposed to be paid to Sunset Pacific and/or Sunset Pacific's customer(s) and/or the unauthorized failure to obtain full payment in compliance with this Agreement of monies which are supposed to be paid to Sunset Pacific or Sunset Pacific's customer(s) upon delivery of the Goods.

d. Sunset Pacific's possession of public liability and/or cargo loss-and-damage insurance will in no way affect CARRIER's indemnity obligations to Sunset as provided for in this Agreement. Furthermore, any limitations on CARRIER'S insurance policies (for liability of any and all kinds) shall NOT affect CARRIER'S liability and indemnity obligations to Sunset Pacific.

RESPONSIBILITY FOR PAYMENT OF RATES

34. Sunset Pacific shall be solely liable for and responsible to CARRIER for its freight charges arising out of this Agreement. Within fifteen to thirty (15-30) days after Sunset Pacific's receipt of a clear delivery receipt, Sunset Pacific agrees to pay to CARRIER the contract rate and charges. Sunset Pacific's customers shall have no obligation to pay CARRIER for shipping done pursuant to this Agreement; rather, any payment to be made by Sunset Pacific's customers with regard to the payment of transportation charges shall be made to Sunset Pacific.

35. CARRIER appoints and designates Sunset Pacific as its agent for the purpose of billing and collection of freight charges from Sunset Pacific's customers for which Sunset Pacific arranges the transport by CARRIER of Freight/Cargo.

36. CARRIER shall not communicate in any manner, directly or indirectly, with Sunset Pacific's customers, consignors, consignees or any party other than Sunset Pacific concerning the collection of

Initials Carrier Representative: _____

any charges relating to transportation services accruing in connection with or as a consequence of this Agreement except to request payment at the time of delivery for the Goods/shipment.

37. CARRIER waives any right it may otherwise have to proceed or commence any action against Sunset Pacific's customers for the collection of any freight bills arising out of transportation services performed by CARRIER under this Agreement.

38. Sunset Pacific shall have a lien on the Freight if and to the extent provided by law and/or by agreement with Sunset Pacific's customers for shipping such Freight. CARRIER shall have no lien, and hereby expressly waives its right to any lien (contractual, statutory, or otherwise), on any Cargo, Freight or other property of Sunset Pacific and/or Sunset Pacific's customers.

39. Compensation paid to CARRIER under this Agreement may be withheld in whole or in part by Sunset Pacific or any of its subsidiaries or related companies to satisfy claims or shortages arising out of this or other Agreements, or to satisfy advances made to, or on behalf of, CARRIER, or to satisfy any debt owed by CARRIER to Sunset Pacific or any of its subsidiaries or related companies.

ASSIGNMENT

40. This Agreement and the rights, duties or obligations of a Party thereunder may not be sold, assigned, or transferred without the prior written consent of the other Party, except as required by law. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the respective legal representatives, successors, and successors-in-interest, of the Parties.

ENTIRE AGREEMENT

41. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter. Neither Party has relied upon any representations made by or on behalf of the Party in entering into this Agreement. This Agreement merges and supersedes all previous oral and written discussions, negotiations, representations, understandings, and agreements, between the Parties with respect to the subject matter thereof and supersedes and replaces any and every other such oral or written understanding, representation, and agreement, heretofore had between the Parties as to such subject matter. Any modification or amendment of any provision of an Agreement must be in writing and bear the signature of the duly authorized representative of each Party.

Initials Carrier Representative: _____

WAIVER

42. No covenant, term or condition of this Agreement shall be deemed to have been waived unless such waiver is in writing and is signed by the party alleged to have made the waiver. Waiver of a covenant, term or condition on one occasion shall not constitute a waiver of such covenant, term or condition on any other occasion or a waiver of any other covenant, term or condition.

NOTICES

43. Except as otherwise provided in this Agreement, all notices required by this Agreement, including, without limitation, notice of termination of the Agreement, shall be in writing and delivered by personal delivery, by next business day delivery by Federal Express, UPS, or OHL, or by overnight United States mail with certified or registered delivery, to the party to whom it is directed, with delivery costs thereof fully paid. All delivery or mailing charges shall be paid in full by the sender. Notices shall be deemed to be received on the date of personal delivery; on the next business day following deposit with FedEx, UPS, OHL, or the United States Postal Service. Such notices shall be addressed and sent to the following addresses, which the respective recipients may change by giving written notice of that change to the other party:

If Sent to Sunset Pacific:

If Sent to CARRIER:

By Personal Delivery, U.S. Mail, or FedEx, UPS; or DHL:

Sunset Pacific Transportation

Name_____

14522 Yorba Ave.

Address_____

Chino, CA 91710

City, State, Zip_____

Attn. Cassandra Bielma

Attn:_____

Either Party may change its e-mailer other address or fax number for receipt of notices by giving notice thereof to the other Party in the manner set forth above.

ATTORNEYS' FEES AND COSTS

44. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it/he/she may be entitled. This provision shall be construed as applicable to the entire contract.

Initials Carrier Representative:_____

TERMINATION/CURE

45. This Agreement may be immediately terminated upon written notice given to a breaching Party by a non-breaching Party (a) upon material breach by the breaching Party, if the breach by its nature cannot be cured; or (b) if the breaching Party fails to cure any other material breach under the Agreement within five (5) days of written notice of such breach.

SURVIVAL

46. Upon termination of this Agreement as herein provided, neither party shall be under any further obligation to the other, except for those obligations specified in this Agreement to arise upon, or remain in effect beyond, the termination date or as otherwise necessary to fulfill the intent of the Parties based upon a fair reading of the Agreement, including, without limitation, the respective payment, liability, and indemnity provisions thereof.

NO PARTNERSHIP

47. Nothing in this Agreement is intended to, nor does it create any partnership, joint venture or agency between the Parties. Neither Party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other Party.

ARBITRATION

48. The parties to this Agreement agree to arbitrate any and all disputes, claims, or controversies ("claims") they may have against each other, including their current and former agents, owners, officers, directors, or employees, which arise from this relationship. **THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO BRING SUCH CLAIMS TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL.** The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California, county of San Bernardino. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any and all customers and clients of Sunset Pacific are designated as Third Party Beneficiaries, and therefore Carrier consents that any and all matters involving said Third Party Beneficiaries shall be arbitrated pursuant to this arbitration clause. The decision of the arbitrator shall be made in writing and

Initials Carrier Representative: _____

will be final, conclusive and binding on the Parties. The prevailing Party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Transportation Law and shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

Class Action lawsuits, class-wide arbitrations, private attorney-general actions and any other proceeding where a party acts in a representative capacity aren't allowed. The arbitrator shall be limited to deciding cases on an individual basis only, and is not authorized or empowered to arbitrate class or representative cases. **By Initialing here, Carrier agrees to this waiver by initialing here:**_____

To the fullest extent permitted by law, the Parties agree that they shall not join or consolidate claims submitted for arbitration under this Agreement with those of any other persons or entities, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the Parties. The dispute will be decided by a single neutral arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the Parties or as directed by the arbitrator.

The decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The parties agree that any relief or recovery to which they are entitled arising out of the business relationship or cessation thereof shall be limited to that awarded by the arbitrator.

MISCELLANEOUS

49. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator pursuant to the Arbitration clause of this contract, to be invalid or unenforceable, the remaining provisions will nonetheless continue in full force and effect without being impaired or invalidated in any way. If any provision in this Agreement would otherwise be unenforceable due to its duration, geographic area and/or scope, then the maximum period, scope and/or geographic area legally permissible under such circumstances will be deemed to have been agreed upon by the parties and will be substituted in place of the period, scope or area stated herein.

50. Jurisdiction and Venue. Notwithstanding the parties agreement to arbitrate disputes pursuant to paragraph 48, The parties agree that the exclusive jurisdiction and venue for any action arising under any Agreement will be located in San Bernardino County, California.

Initials Carrier Representative:_____

51. Time of the Essence. Except as otherwise set forth in this Agreement, including any right to cure provisions and notice requirements thereto, time shall be of the essence for the Parties' performance of their respective obligations under this Agreement.

52. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

53. Construction. This Agreement shall be construed as a whole and in accordance with its fair meaning, and in accordance with the substantive laws of the State of California without regard to California's conflict of laws.

54. No Construction Against Drafter. Each Party acknowledges that it has had full opportunity to consult with an attorney regarding the terms of this Agreement, and to review and participate in the drafting of the final form of the Agreement. Accordingly, this Agreement and each provision herein shall be construed without regard to any presumption or other rule of construction whereby any ambiguities would be construed or interpreted against the party causing the document to be drafted.

Initials ES

Initials _____

55. When required by the context of this Agreement, masculine shall include the feminine, masculine or feminine shall include the neuter, singular shall indicate the plural, and vice versa.

56. Headings. The headings and captions used in this Agreement are for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain.

57. This Agreement shall only become effective upon execution by all parties and delivery thereof to the other parties.

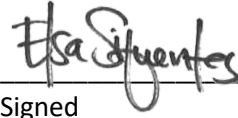
58. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original executed Agreement, but all such counterparts shall constitute one and the same Agreement. Facsimile or scanned and delivered copies shall be deemed to be originals.

59. Authority. Each party has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated thereby. Each person signing on behalf of an entity represents that he or she is authorized to bind the party on whose behalf the signature is proffered.

Initials Carrier Representative: _____

IN WITNESS WHEREOF, each Party hereto has caused his, her, or its name to be subscribed and executed below as of the day and year first above written. If executed on behalf of an entity, the person signing on behalf of such entity acknowledges and represents that he or she is authorized to execute this Agreement on behalf of such entity and to thereby cause the entity to enter into this Agreement

Dated _____



Signed _____

Elsa Sifuentes

Printed _____

For Sunset Pacific Safety Manager
(Title)

Dated _____

Signed _____

Printed _____

For CARRIER _____
(Title)

Phone: _____

Email: _____

Fax: _____

****We encourage carriers to email their invoice and PODs to pod@sunsetpacific.com**

Initials Carrier Representative: _____



LEASED CARRIER AGREEMENT
BETWEEN
SUNSET PACIFIC TRANSPORTATION INC. (USDOT # 230428)
AND
LEASED CARRIER

This Agreement is effective as of this _____ day of _____,
2023, at _____:_____ (am/pm) by and between ,
_____ referenced to hereafter as "**LEASED CARRIER**"
located at

_____(Street)(City)(State)(Zip)
and **SUNSET PACIFIC TRANSPORTATION INC.**, referenced to as "**SPT**" located at: **14522 YORBA AVE.,
CHINO, CA 91710.**

LEASED CARRIER is the owner of the equipment described in this Agreement and drives and/or will provide drivers fully qualified under all applicable federal and state laws to operate that equipment in interstate and/or intrastate commerce.

SPT is in the business of offering and providing motor carrier services to the shipping public and desires to retain the equipment and driver services of LEASED CARRIER to meet its transportation commitments. SPT is authorized to conduct operations in interstate and/or intrastate commerce pursuant to operating authorities issued by the appropriate federal and state agencies.

SPT desires to enter into an agreement to engage LEASED CARRIER, as an Independent LEASED CARRIER, for the purpose of transporting goods in intrastate and interstate commerce, as may be provided by SPT. LEASED CARRIER desires to contract with SPT to transport said commodities. Therefore, in consideration of mutual promises and agreements set in this Leased Carrier Agreement ("Agreement"), SPT and LEASED CARRIER agree as follows:

1. Copies of this Agreement. This Agreement shall be executed in triplicate. The SPT will give one executed copy of this Agreement to the LEASED CARRIER, retain one executed copy for itself, and the third executed copy of this Agreement will be placed in the LEASED CARRIER's equipment for the duration of the agreement. This will satisfy the requirements of 49 CFR Part 390.

2. Licenses, Permits and Equipment. Independent LEASED CARRIER (hereinafter referred to as "LEASED CARRIER") 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. LEASED CARRIER has title to the vehicle(s) described in this Agreement (hereinafter referred to as "LEASED CARRIER Equipment") or has the right to the exclusive use of this LEASED CARRIER Equipment, and has lawful possession of this LEASED CARRIER Equipment. LEASED CARRIER 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. LEASED CARRIER 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.

LEASED CARRIER is free to accept or reject any shipment offered by SPT. LEASED CARRIER is free to provide vehicles not identified as Equipment and professional truck driving services to other motor CARRIERS during the term of this Agreement. LEASED CARRIER is also free to provide the Equipment to other motor carrier's during the term of this Agreement in accordance with the requirements of federal law, as described in this Agreement. Throughout this Agreement, "LEASED CARRIER's workers" and "LEASED CARRIER's drivers" include LEASED CARRIER if LEASED CARRIER elects to personally perform any aspect of this Agreement.

3. Exclusive Possession and Control by SPT. SPT shall not have the exclusive possession, control, and use of the equipment, and shall not assume complete responsibility for the operation of the equipment, for the duration of the Agreement, *except as required by Federal Law and the FMCSA*. Any "control" of the equipment is strictly for the purpose of satisfying 49 CFR § 376.12, et. seq. (See Paragraph 6). If so placed, any Placard or other identification of SPT's Logo and Authority will be removed when LEASED CARRIER's equipment is not being used to haul freight on behalf of SPT. SPT does not agree to make any minimum use of the equipment, to use LEASED CARRIER's equipment at any particular time or location, or to furnish any specified number of shipments to LEASED CARRIER or to guarantee any amount of revenue to LEASED CARRIER. LEASED CARRIER is not obligated to accept any specific shipment offered by SPT.

LEASED CARRIER shall determine:

- A. When to depart in order to comply with the customers scheduling.
- B. The condition and suitability of the equipment.
- C. Fitness of the driver and the availability of adequate hours of service within which to complete the agreed trip.
- D. Selection of routes and safety of road and climatic conditions
- E. Rest, break, fueling, maintenance, repair and lunch stops.
- F. Where the vehicle is to be fueled, maintained, repaired and operating condition assessed.
- G. The operator's physical condition to perform the duties undertaken.
- H. How Insurance will be secured for LEASED CARRIER's operation.

4. Identification of Equipment. During the period of the Agreement, and while the equipment is being operated on behalf of the SPT, the equipment shall be identified in accordance with all applicable federal and state regulations.

5. Scope of Operations. During the term of this Agreement, LEASED CARRIER may contact SPT from time to time to determine whether SPT has any shipments that require transportation. In the event SPT has shipments that LEASED CARRIER agrees to transport, SPT shall notify LEASED CARRIER of the cargo to be transported and of the time and location to load same, all within a reasonable time prior to the required delivery time. Thereafter, LEASED CARRIER will, without delay, cause said cargo to be transported to the place designated by SPT and their customer. This Agreement shall not be construed as an agreement by SPT to furnish any specific amount of goods, cargo, or loads for transportation by LEASED CARRIER in any particular time or place. SPT makes no guarantee of minimum payment for use of the LEASED CARRIER Equipment. Likewise, LEASED CARRIER shall have the right, at its discretion, to decline to transport any shipment tendered to it by SPT, or to refuse to perform specific requests by SPT to provide transportation.

Subject only to requirements imposed by law, LEASED CARRIER shall direct, in all respects, the operation of its LEASED CARRIER Equipment used, and shall exercise full discretion and judgment as an Independent LEASED CARRIER in determining the means and methods of performance of service under the terms of this Agreement.

6. Status of LEASED CARRIER as Independent CONTRACTOR. LEASED CARRIER shall be an independent CONTRACTOR with respect to the transportation operations conducted on behalf of the SPT at all times during the period this agreement is in effect. Neither LEASED CARRIER nor its employees are to be considered employees of SPT at any time. Neither party is the agent of the other, nor shall either party have the right to bind the other by contract or otherwise except as specifically provided herein. LEASED CARRIER has the right to decline any load offered by SPT, without incurring any negative repercussions, including, but not limited to, monetary penalties, refusal to dispatch, or adverse disciplinary or administrative actions.

LEASED CARRIER will act solely in the capacity of an independent LEASED CARRIER and not as an employee, agent, joint-venturer or partner of SPT for any purpose whatsoever. SPT shall have no right to, and shall not exercise, control over the manner or prescribe the means used or method of accomplishing those services which the parties are contracting for pursuant to this agreement. The general public and all governmental agencies regulating such activities shall be so informed, provided however that, to the extent required by 49 CFR section 376.12 (C) (1), SPT "... Shall have exclusive possession, control and use of the equipment for the duration of the lease", and "... Shall assume complete responsibility for the operation of the equipment for the duration of the lease." The parties are likewise mindful that 49 CFR § 376.12(c)(4) provides as follows: "Nothing in the provisions required by paragraph (C) (1) of this section is intended to affect whether the LEASED CARRIER or driver provided by the LEASED CARRIER is an independent LEASED CARRIER or an employee of the LEASED CARRIER. An independent LEASED CARRIER relationship may exist when a SPT lessee complies with 49 USC § 14102 and attendant administrative requirements." As such, any control exercised over LEASED CARRIER's equipment is solely for the purpose of complying with 49 USC § 14102.

LEASED CARRIER—as an independent LEASED CARRIER, not an employee—agrees that LEASED CARRIER is responsible for paying all operating expenses. LEASED CARRIER is entitled to gross compensation only upon the full performance of any trip offered by SPT and accepted by LEASED CARRIER.

7. Record of Transactions. In compliance with 49 C.F.R. § 376.11(d)(1) (or any successor regulation), SPT shall prepare and keep records covering each trip for which LEASED CARRIER's equipment is used in SPT's service. Those documents shall contain the name of the LEASED CARRIER, the point-of- origin, the time and date of departure, and the point of final destination. Further, SPT shall have to present documents containing the above-specified information identifying the lading and acknowledging that the transportation is performed under the appropriate authority. Those documents shall be preserved by SPT as part of its transportation records.

8. SPT's Responsibility to Provide Shipments. SPT agrees to make shipments available from time-to-time for transportation by the LEASED CARRIER. SPT shall exercise reasonable efforts to make shipments available, although this shall not be construed as an Agreement by SPT to furnish any specific number of loads, or pounds of freight for transportation by the LEASED CARRIER at any particular time or place.

9. Compensation to LEASED CARRIER. Compensation for the use of the equipment and transportation services provided by LEASED CARRIER shall be at the rates specified in Appendix A attached hereto and made a part hereof. The compensation to be paid hereunder includes compensation for both the equipment and a qualified commercial driver who LEASED CARRIER selects to operate said equipment. Compensation becomes payable upon the satisfactory completion of each singular service as agreed by LEASED CARRIER or his or her agent. Satisfactory completion includes physical delivery of the shipment as agreed and in good condition and the submission to SPT of the documents validating said physical delivery. Compensation shall be on a "load by load" basis according to SPT's rates as set forth in appendix A.

Required documents will include Electronic Logging Device (ELD) records, interchange receipts, delivery receipts, trip permits, bills of lading, toll receipts, wait receipts, and other such documents as may be required by the laws of the United States or any sovereign state. LEASED CARRIER will be paid within 15 days following submission of the required documentation pursuant to Federal law. In the event LEASED CARRIER does not submit said required documents (e.g., Bills of Lading, Receipts, etc.) within 7 days of completion of a job; SPT is under no obligation to pay LEASED CARRIER for any job where more than 30 days has elapsed since the job was completed. There will be no exceptions to this rule: It is the LEASED CARRIER's responsibility to timely supply the requisite documents for payment.

SPT may deduct from any payment otherwise due LEASED CARRIER all, or part of, any amount for which LEASED CARRIER is indebted to SPT either under this agreement, any attachment here to or any other bilateral agreement between the parties hereto. Such deductions include, but are not limited to, penalties for hours-of-service violations, required maintenance not performed or neglected by LEASED CARRIER, Freight or Cargo claims, and failure to contribute to insurance premiums if LEASED CARRIER elects to purchase insurance through SPT.

10. Compensation for Loading, Unloading, Detention and Accessorial Services. Shipper will perform loading at origin and receiver will perform unloading at destination. SPT is responsible for the full cost of any loading or unloading services incurred. Should LEASED CARRIER be requested and agree to perform the loading or unloading of a shipment, LEASED CARRIER will be compensated by SPT at the rate

specified in Appendix A. SPT will not separately or specially compensate LEASED CARRIER for Detention time less than 2 hours for each instance of loading and unloading any given load.

11. Compensation for Empty Mileage. Empty mileage incurred by LEASED CARRIER in the service of SPT, specifically those miles operated to make a pickup or return from a delivery, or proceeding between loaded runs, will be specially compensated by SPT: see “Deadhead” as referenced in Appendix A.

12. Reserved.

13. Payments to LEASED CARRIER. SPT shall pay LEASED CARRIER for all services provided under this agreement within fifteen (15) calendar days after LEASED CARRIER's submission of the documents required for SPT to secure payment from SPT's customers. Those documents include, and SPT requires, that all Independent LEASED CARRIERS utilize SPT's ELD (or one compatible with SPT's platform)¹, documents required by the Department of Transportation and those documents necessary for SPT to secure payment from its transportation customer, including the signed freight bill, delivery receipt, or bill of lading. Payment of compensation to the LEASED CARRIER is contingent upon submission of a bill of lading as to which no exceptions have been taken.

13.1. Settlement Compensation. LEASED CARRIER authorizes SPT to charge back to or deduct from LEASED CARRIER's gross compensation, Escrow Fund, or any money owed to LEASED CARRIER all amounts LEASED CARRIER owes to SPT

13.2. Changes to Deduction Table. SPT will notify LEASED CARRIER in writing of a change to the amount of any item listed or referenced in the Deductions Table. LEASED CARRIER will not be subject to that change until 55 days after the notice—or, if sooner, the time the third-party vendor has allowed—unless LEASED CARRIER signs an addendum consenting to the change, in which case the change described in the addendum will go into effect immediately upon signing. Otherwise, LEASED CARRIER's failure to object to the change constitutes LEASED CARRIER's consent to the change effective as of the date specified in the notice. If LEASED CARRIER notifies SPT of LEASED CARRIER's objection within that period and LEASED CARRIER and SPT are unable to resolve the matter to their mutual satisfaction, either party will have the right to terminate this Agreement immediately upon the change becoming effective

14. Documentation Supporting LEASED CARRIER's Compensation. LEASED CARRIER is responsible for compliance with all federal, state and municipal rules and regulations relating to filing of logs ELD compliance, timecards, or other documents, as well as documentation and notification of accidents in a timely manner as required by law. LEASED CARRIER shall indemnify and hold harmless SPT against any and all liability, including attorney's fees and other legal expenses from the failure of LEASED CARRIER to abide by this section of the agreement.

15. Inspection of SPT's Tariffs. Pursuant to 49 C.F.R. § 376.12(g) (or any successor regulation), the LEASED CARRIER is permitted to examine copies of SPT's tariff during normal business hours at SPT's terminal or other place(s) of business.

¹ Logbooks and logs are no longer required except if there is a malfunction with the ELD device.

16. Expenses Incurred in Operating Equipment. Except as may otherwise be provided in this agreement, LEASED CARRIER shall bear the operational expenses incurred in performing the transportation services requested by SPT under this agreement. Those expenses shall consist of and are limited to: fuel, fuel taxes, permits of all types, tolls, ferries, base plates and licenses, fines and penalties resulting solely from the acts or omissions of LEASED CARRIER, insurance costs relating to insurance coverage required to comply with this agreement as set out in Appendix A, federal highway use tax on the equipment, federal, provincial, state or city income taxes, and any self-employment or payroll taxes; and any sales, use, excise and other taxes due and owing to ownership or operation of the equipment. LEASED CARRIER shall also bear any expenses necessary to maintain the equipment in compliance with all applicable federal and state safety laws and regulations.

16.1 Overweight and Oversized Shipments: LEASED CARRIER agrees to ensure that all shipments are in compliance with the size-and-weight laws of the States, provinces, and localities through which the Equipment will travel, and to notify SPT if the vehicle is overweight, oversized, or in need of permits before commencing the haul. LEASED CARRIER agrees to pay or reimburse SPT for any costs or penalties due to LEASED CARRIER's failure to weigh each shipment or to notify SPT that the vehicle is overweight, oversized or in need of permits. LEASED CARRIER authorizes SPT to deduct or otherwise recover all such amounts.

16.2 Base Plates: LEASED CARRIER agrees to obtain and display on the Equipment the base plates necessary to operate the Equipment lawfully on SPT's behalf. If LEASED CARRIER chooses to have SPT obtain the base plates and deduct the expense from LEASED CARRIER's gross compensation, LEASED CARRIER will so indicate in Appendix A. If this Agreement is terminated prior to LEASED CARRIER's reimbursement of SPT's expense in full, LEASED CARRIER authorizes SPT to deduct any remaining amount from LEASED CARRIER's final settlement and/or Escrow Fund. If LEASED CARRIER removes and returns the plate(s) to SPT upon the termination of this Agreement and if SPT then receives a refund or credit for the plate(s) or resells the plate(s) to another LEASED CARRIER, SPT will refund to LEASED CARRIER a prorated share of the amount received by SPT, less any transfer or replacement fees owed to the plating jurisdictions. If LEASED CARRIER asks SPT to make any changes to a base plate (for example, to increase or decrease the vehicle weight bracket), SPT will use its best efforts to make the change and deduct or otherwise recover the amount stated in the Deductions Table in Appendix A.

16.3 Permits: LEASED CARRIER agrees to obtain and pay for all permits and licenses necessary under Applicable Law for LEASED CARRIER to operate the Equipment lawfully on SPT's behalf. In jurisdictions where LEASED CARRIER is responsible for obtaining permits to operate lawfully in their territories, LEASED CARRIER may either obtain and pay for all such permits on LEASED CARRIER's own or elect to have SPT obtain such permits for the amount stated in the Deductions Table in Appendix A, which amount SPT will deduct or otherwise recover from LEASED CARRIER. In jurisdictions where only SPT (not LEASED CARRIER) is eligible to apply for certain permits—such as the Oregon Weight-Mile Tax, to haul intrastate on SPT's behalf in those States that impose initial per-vehicle filing fees for intrastate permits—SPT will obtain the permits and deduct or otherwise recover the amount stated in the Deductions Table in Appendix A. LEASED CARRIER agrees to return all permits issued in SPT's name to SPT upon termination of this Agreement. No refund will be made to LEASED CARRIER by SPT of the permit

expenses, even if returned permits are reused by SPT. LEASED CARRIER will be liable to SPT for all expenses incurred by SPT due to LEASED CARRIER's failure to return any permits. If LEASED CARRIER asks SPT to make any changes to a permit (e.g., to increase or decrease the vehicle weight bracket), SPT will use its best efforts to make the change and deduct or otherwise recover the amount stated in the Deductions Table in Appendix A. LEASED CARRIER may, upon request, obtain an itemization of the amounts SPT has advanced for LEASED CARRIER for permits, the portion of that amount already paid by LEASED CARRIER, and the portion remaining. This itemization will separately identify each amount paid to the issuing jurisdiction, plus SPT's administrative fee (if any), and any fees to a third-party service.

16.4 Fuel and Mileage Taxes and Reporting: LEASED CARRIER is responsible for obtaining an International Fuel Tax Agreement ("IFTA") permit and performing fuel and mileage tax reporting for the operation of the Equipment. If LEASED CARRIER elects to do so on LEASED CARRIER's own, LEASED CARRIER agrees to be solely responsible for calculating, reporting, and paying all fuel taxes owed for the operation of the Equipment; and agrees to indemnify, defend, and hold harmless SPT from all claims arising out of or relating to the fuel tax reporting and payment (not subject to the indemnity limits of this Agreement). If LEASED CARRIER instead elects to have SPT perform fuel and mileage reporting on LEASED CARRIER's behalf:

16.4.1 Advance Card: SPT will be deemed the reporting entity with respect to the Equipment and the fuel consumed by it. SPT will settle with LEASED CARRIER monthly and submit quarterly, in LEASED CARRIER's name, all applicable reports and payments of fuel taxes. SPT will furnish LEASED CARRIER with a card ("Advance Card") that LEASED CARRIER's workers may use only for fuel and, subject to SPT approval, maintenance for the Equipment. LEASED CARRIER's workers are free not to use the Advance Card, but in that event LEASED CARRIER agrees to promptly provide SPT with properly completed driver logs, original fuel receipts (each to be submitted with the corresponding log indicating the fuel purchase for which the receipt was obtained), original toll receipts, and an accounting of all fuel purchases and miles traveled by jurisdiction by the Equipment.

16.4.2 Fuel Tax Deductions or Credits: In addition to the flat periodic charge set forth in Appendix A, SPT will quarterly, with respect to LEASED CARRIER's operations in all taxing jurisdictions combined, either: (i) deduct or otherwise recover any net fuel use tax owed; or (ii) credit LEASED CARRIER for any net fuel use tax credit or refund due LEASED CARRIER. SPT will ensure that LEASED CARRIER receives, at least quarterly, summaries of credits and debits for fuel taxes on a state-by-state basis either on Settlement Statements or through separate accountings, at SPT's option.

16.4.3 Computation of Taxes: SPT will compute LEASED CARRIER's fuel use and mileage taxes on a fleetwide-average basis. If LEASED CARRIER fails to provide SPT complete and accurate fuel-tax-related records in time for SPT's computation of SPT's fuel tax reports and payments for the preceding month, SPT will compute LEASED CARRIER's fuel use taxes based on total miles dispatched by SPT at the miles-per-gallon rate stated in the Deductions Table in Appendix A.

17. Electronic Logging Device. To serve Customers' shipment-tracking demands and help fulfill government requirements, including compliance with the hours-of-service regulations, LEASED CARRIER must maintain in the Equipment an Electronic Logging Device ("ELD"). LEASED CARRIER may either provide an ELD that is fully interoperable with SPT's platform or elect to obtain one through SPT by making such an election in Appendix A. If LEASED CARRIER elects to obtain an ELD through SPT:

17.1 SPT-Furnished ELD: SPT will, at SPT's expense, furnish, install, and maintain in an operable condition an ELD in the Equipment. LEASED CARRIER will immediately return the ELD to SPT upon SPT's request or the termination of this Agreement. If the ELD is lost, damaged as a result of LEASED CARRIER's negligence, or not returned upon re-request or upon termination of this Agreement, LEASED CARRIER authorizes SPT to deduct or otherwise recover the entire expense incurred by SPT in recovering, repairing, or replacing the ELD. SPT will not be responsible for any loss or damage to the Equipment arising or resulting from the installation, use, or removal of the ELD. If LEASED CARRIER replaces the unit(s) of Equipment, LEASED CARRIER will bear the expense of removal and re-installation of the ELD in the replacement Equipment, and LEASED CARRIER authorizes SPT to deduct or otherwise recover all such expense.

17.2 Usage Fee: SPT will deduct or otherwise recover a usage fee for the ELD in the amount stated in the Deductions Table in Appendix A.

18. Purchase of Items from SPT. LEASED CARRIER is not required to purchase or rent any products, equipment, or services from or through SPT as a condition precedent or subsequent of entering into or continuing the agreement.

19. Charge Backs. SPT may not impose charge backs against the compensation due to the LEASED CARRIER except for cash advances or the actual cost to SPT for providing the specific items identified in Appendix A annexed hereto and made a part hereof. Appendix A identifies all items for which a charge back is authorized that are not otherwise specifically provided for in this agreement and shows how the amount is computed for each item to be charged back to the LEASED CARRIER. The LEASED CARRIER shall be entitled to copies of those documents necessary to determine the validity of all items charged back against compensation due to the LEASED CARRIER. Any accessorial fees incurred by LEASED CARRIER are subject to Customer's policy on reimbursement for said fees. LEASED CARRIER shall submit receipts within time required by Customer. All signs and permits issued to LEASED CARRIER upon startup are subject to a reasonable administrative fee incurred by SPT in securing said signs and permits

20. Loss and Damage Claims. SPT shall provide LEASED CARRIER with a written explanation and itemization of any deductions for cargo or property damage to be taken from LEASED CARRIER's compensation. LEASED CARRIER's liability for loss or damage to cargo transported on behalf of SPT is unlimited per incident where it is determined through investigation that such loss or damage is due to any act of LEASED CARRIER while the cargo is in the possession, custody, or control of LEASED CARRIER or due to the negligence of LEASED CARRIER or its employees. LEASED CARRIER will be provided a reasonable opportunity to present to SPT any documentation or other evidence demonstrating that the loss or damage was not due to LEASED CARRIER's act or omission or that of its employees. Except in the case of concealed loss or damage where the consignee did not have a reasonable opportunity to inspect

the goods upon delivery, the presentation of a signed, clear delivery receipt will be considered adequate to establish, without more, that LEASED CARRIER was not responsible for the loss or damage.

21. Fines. The LEASED CARRIER shall assume the risks and costs of fines for overweight and oversize trailers. Furthermore, LEASED CARRIER is responsible for and shall assume the risks and costs of fines for overweight and oversize trailers when transporting loads up to and beyond public scales (it is the LEASED CARRIER's responsibility to weigh trailers in such circumstances). SPT will take appropriate and reasonable action to the extent practical and feasible to ensure that its customers observe all applicable federal and state laws pertaining to the loading of freight on the LEASED CARRIER's equipment. However, LEASED CARRIER assumes a duty to exercise due care in the course of delivering a load and will be responsible for the risks and costs of fines for overweight and oversize trailers when, in the exercise of said due care, LEASED CARRIER knew, or should have known, that a trailer was overweight or oversize.

22. Cargo Claims: LEASED CARRIER agrees to immediately report all cargo claims to SPT, including all claimed shortages, overages, damages, or other exceptions to the cargo. If possible, LEASED CARRIER agrees to notify SPT of all cargo claims before leaving the Customer's or consignee's location. LEASED CARRIER's indemnity obligation to SPT in this Agreement will apply to each cargo claim, including but not limited to delay, shortages, mis-delivery, and any direct damage claim relating to lost, damaged, or contaminated loads arising out of or relating to LEASED CARRIER's services. LEASED CARRIER authorizes SPT to deduct or otherwise recover any such amounts.

23. Use of Trailing Equipment. For every trailer, chassis, or other unit of trailing equipment provided to LEASED CARRIER by SPT or SPT's Customer ("Trailing Equipment"):

23.1 SPT's Responsibilities SPT will be responsible for all expenses relating to regular maintenance of axles, brakes, and other electrical and mechanical systems, repairs of damage to Trailing Equipment attributable to reasonable wear and tear, and purchases of replacement tires for all of Trailing Equipment, provided these expenses are approved by SPT before the work is performed.

23.2 LEASED CARRIER's Responsibilities LEASED CARRIER agrees to be responsible for daily pre-trip and post-trip inspections, proper inflation of tires, prompt informing of SPT upon experiencing defective or malperforming tires, brakes, or other electrical or mechanical features of Trailing Equipment, and proper lubrication. LEASED CARRIER will be liable for the entire amount of, all repairs of all damage to the Trailing Equipment other than damage caused by ordinary wear and tear, as well as all expenses and indirect, special, and consequential damages resulting therefrom—including but not limited to storage costs while awaiting repair, towing or moving expenses, and replacement costs in the event of a total loss—arising out of or relating to LEASED CARRIER's use of Trailing Equipment, SPT's Customer's trailers, other SPT equipment, or equipment of any other carrier(s). LEASED CARRIER authorizes SPT to deduct or otherwise recover all these amounts. Before deducting any such damage from LEASED CARRIER's compensation, SPT will provide LEASED CARRIER with a written explanation and itemization of the deduction.

23.3 Return of Trailing Equipment: LEASED CARRIER agrees to return any Trailing Equipment in the same good condition as received by LEASED CARRIER, reasonable wear and tear excepted,

along with any and all other equipment and property belonging to SPT immediately upon SPT's request or upon termination of this Agreement. If Trailing Equipment is not in as good a condition as when it was delivered by SPT (reasonable wear and tear excepted), LEASED CARRIER authorizes SPT to restore Trailing Equipment to proper condition and to charge back to LEASED CARRIER the costs of these repairs or reconditioning. If LEASED CARRIER for any reason fails to return Trailing Equipment, LEASED CARRIER agrees to reimburse SPT for all reasonable expense, including attorneys' fees, incurred by SPT in recovery of Trailing Equipment. LEASED CARRIER agrees that if it is necessary for SPT to enter upon LEASED CARRIER's private property or move LEASED CARRIER's private property in order to recover Trailing Equipment, LEASED CARRIER grants SPT permission to do so. LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT (and SPT's agents) from any form of liability whatsoever in connection with the repossession; such indemnity obligation will not be subject to the limits in this Agreement.

24. Insurance Coverage. Under FMCSA regulations (49 C.F.R. Part 387) issued pursuant to 49 U.S.C. § 13906, SPT will maintain (through the purchase of insurance policies or an FMCSA-approved self-insurance program) "public liability" insurance (as defined in 49 C.F.R. § 387.5) at all times the Equipment is being operated on behalf of SPT. SPT must also maintain cargo loss-and-damage insurance at all times the Equipment is being operated on behalf of SPT. These coverages will be maintained at LEASED CARRIER's expense. SPT's possession of public liability and/or cargo loss-and-damage insurance will in no way affect LEASED CARRIER's indemnity obligations to SPT as provided for in this Agreement. SPT's public liability insurance and cargo insurance do not list LEASED CARRIER, either by class or individually, as an additional insured. If LEASED CARRIER wishes to insure LEASED CARRIER against bodily-injury, property-damage, environmental restoration, and cargo claims asserted directly against LEASED CARRIER by an injured third party, LEASED CARRIER must purchase and maintain LEASED CARRIER's own insurance policies covering such claims.

LEASED CARRIER shall indemnify and be liable to SPT for each accident for any loss or damage to third person, or property, or to SPT's equipment which results from the conduct of LEASED CARRIER or its employees.

25. LEASED CARRIER's Insurance Obligations:

25.1 Work-Injury Coverage

During the term of this Agreement, LEASED CARRIER must maintain an insurance policy providing coverage for work related injuries (including coverage for medical expenses and lost compensation) sustained by any of LEASED CARRIER's workers that meets the requirements of Applicable Law. LEASED CARRIER may satisfy this requirement by maintaining a policy of either: (i) workers' compensation insurance; or (ii) if Applicable Law allows, occupational accident insurance that provides indemnification of workers' compensation benefits and expenses payable by or on behalf of SPT and that becomes effective for a claim alleging employee status.

25.2 Workers' Compensation Insurance

LEASED CARRIER must maintain workers' compensation insurance that complies with Applicable Law if (i) any of LEASED CARRIER's workers are domiciled or principally localized in California, or (ii) as required by Applicable Law. The workers' compensation insurance policy: (i) must provide

principal coverage in the state in which SPT is headquartered, in the state in which LEASED CARRIER is domiciled, and in any other state(s) in which, in SPT's judgment, LEASED CARRIER will have substantial operations on behalf of SPT on or after the Effective Date; (ii) must not, if LEASED CARRIER is a corporation, exclude officers from coverage; If LEASED CARRIER is domiciled in any of the monopolistic states, LEASED CARRIER must have State-Fund coverage. Before operating the Equipment under this Agreement, LEASED CARRIER must provide SPT with a copy of a declarations page or, for State-Fund coverage, a document showing LEASED CARRIER's active enrollment, including, where applicable, certificates of current premium payment.

25.3 Occupational Accident Insurance

If workers' compensation insurance is not required under Section 25.1 of this Agreement and LEASED CARRIER elects not to obtain workers' compensation insurance, LEASED CARRIER agrees to maintain occupational accident insurance, subject to the following conditions: (i) LEASED CARRIER agrees to comply with all Applicable Law regarding occupational accident insurance, including but not limited to the special conditions imposed by the following jurisdictions: Arkansas, Kansas, Mississippi, Texas, and/or Utah, and SPT's agreement to facilitate occupational accident insurance for any of LEASED CARRIER's workers in such jurisdictions does not warrant that LEASED CARRIER has complied with such conditions but instead is made in direct reliance on LEASED CARRIER's representation that it has and will continue to do so; (ii) SPT will not facilitate occupational accident insurance via on-settlement deductions from LEASED CARRIER's gross compensation for any of LEASED CARRIER's workers domiciled or principally localized in Arizona, Connecticut, Kansas, Oregon, and Vermont; and (iii) before operating the Equipment under this Agreement, LEASED CARRIER must provide SPT with proof of all occupational accident insurance not facilitated by SPT.

25.4 Non-Trucking Liability

LEASED CARRIER agrees to maintain non-trucking liability insurance providing public liability coverage to LEASED CARRIER whenever the Equipment, including any Trailing Equipment (as described in this Agreement) is not being operated on behalf of or in the business of SPT. The coverage must meet the specifications listed in Appendix A and be no less comprehensive than the non-trucking liability insurance SPT may facilitate on LEASED CARRIER's behalf if LEASED CARRIER so chooses. LEASED CARRIER will be responsible for all deductible amounts and for any loss or damage in excess of the policy limit.

25.5 Liability If Coverages Are Not Maintained

LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT from any loss, damage, fine, expense (including reasonable attorneys' fees), action, and claim for injury to persons (including death) or damage to property that SPT may incur arising out of or relating to LEASED CARRIER's failure to maintain the insurance coverages required by this Agreement. In addition, LEASED CARRIER, on behalf of LEASED CARRIER's insurer, expressly waives all subrogation rights against SPT, and if a subrogation action is brought by LEASED CARRIER's insurer, LEASED CARRIER agrees to defend, indemnify, and hold SPT harmless from that action.

25.6 Insurance Facilitated by SPT

LEASED CARRIER may authorize SPT to facilitate, on LEASED CARRIER's behalf, the insurance coverages listed in Appendix A. For each coverage elected by LEASED CARRIER, SPT will deduct or otherwise recover the amounts stated in Appendix A. If LEASED CARRIER fails to provide proper evidence of the purchase or maintenance of the insurance required by Section 7 of this Agreement, SPT is authorized but not required to obtain the insurance at LEASED CARRIER's expense and deduct or otherwise recover the amounts stated in Appendix A. LEASED CARRIER recognizes that SPT is not in the business of selling insurance, and any insurance coverage requested by LEASED CARRIER from SPT is subject to all of the terms, conditions, and exclusions of the actual policy. SPT will ensure that LEASED CARRIER is provided with a certificate of insurance meeting the requirements of 49 C.F.R. § 376.12(j)(2) for each facilitated policy, and SPT will provide LEASED CARRIER with a copy of each such policy upon request.

25.7 Changes in Cost or Other Details of Coverages

If LEASED CARRIER has elected an insurance coverage facilitated by SPT and the cost or other details (as specified in the Certificate of Insurance in Appendix A) change, SPT will notify LEASED CARRIER in writing. LEASED CARRIER will not be subject to the change until 15 days after the notice—or, if sooner, the time the third-party vendor has allowed—unless LEASED CARRIER signs an addendum consenting to the change, in which case the change described in the addendum will go into effect immediately upon signing. Otherwise, LEASED CARRIER's failure to object to the change constitutes LEASED CARRIER's consent to the change effective as of the date specified in the notice. SPT will provide LEASED CARRIER with an updated Certificate of Insurance reflecting the change and, upon request, a copy of the insurance policy. If LEASED CARRIER notifies SPT of LEASED CARRIER's objection within that period set forth in the notice and LEASED CARRIER and SPT are unable to resolve the matter to their mutual satisfaction, either party will have the right to terminate this Agreement immediately upon the change becoming effective.

26. Indemnification by LEASED CARRIER.

26.1 In General. LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT (and its affiliates, subsidiaries, officers, agents, and employees) from any direct, indirect, or consequential loss, damage, delay, fine, civil penalty, action, claim for injury or death to persons (including to SPT's employees or agents), damage to property, environmental response or restoration expense, cargo loss or damage, loss of or damage to Trailing Equipment or SPT's other real or personal property, injunctive obligations, or other expense that SPT pays or otherwise incurs, including reasonable attorneys' fees and costs of litigation, arising out of or relating to any of LEASED CARRIER's workers' negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions ("SPT Damages"). LEASED CARRIER authorizes SPT to deduct or otherwise recover any amounts due to SPT under this section. If any of LEASED CARRIER's drivers operates the Equipment for any purpose other than the carriage of SPT's lading, LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT (and its affiliates, subsidiaries, officers, agents, and employees) from any SPT Damages

arising from that operation. This section will remain in full force and effect both during this Agreement and after its termination.

26.2 SPT's Coverages. SPT has secured insurance coverages that may cover risks and liabilities for which LEASED CARRIER has agreed to indemnify SPT under this Agreement (for example, public liability insurance). Such policies are expressly for the benefit of SPT and only incidentally may benefit LEASED CARRIER. Terms of the policies may change (for example, higher or lower deductibles, length of coverage, UM/UIM waivers or limitations, or insurance underwriters). LEASED CARRIER has neither any obligations under the policies nor any rights under their terms.

26.3 Claims by LEASED CARRIER or Other LEASED CARRIERS. LEASED CARRIER agrees to defend, indemnify, and hold harmless CARRIER from: (i) any claim by LEASED CARRIER for loss of or damage to the Equipment or LEASED CARRIER's other property (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation) due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of any of LEASED CARRIER's workers; and (ii) any claim by any other LEASED CARRIER of SPT for loss of or damage to the other LEASED CARRIER's truck, tractor, trailer, or other property (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation) due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of any of LEASED CARRIER's workers.

26.4 Reclassification. THE TERMS OF THIS AGREEMENT REFLECT THAT LEASED CARRIER IS AN INDEPENDENT LEASED CARRIER, NOT AN EMPLOYEE. THEREFORE: LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT from all reasonable attorneys' fees and litigation expenses SPT incurs in defending against any claims, suits, actions, or administrative proceedings brought by any of LEASED CARRIER's workers, or, at LEASED CARRIER's instance or with LEASED CARRIER's consent, by any union or other private organization or member of the public, alleging that any of LEASED CARRIER's workers is an employee of SPT, but which ultimately, upon completion of all appeals or the running of all applicable appeal periods, fail to result in any final judicial or administrative decision holding the allegation to be true.

27. Insurance Documents and Information. In the event that the LEASED CARRIER purchases any insurance coverage from, or through, the SPT, the SPT will provide the LEASED CARRIER with certificate(s) of insurance for each such policy that include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the actual cost to the LEASED CARRIER for each type of coverage and the deductible amount for each type of coverage for which the LEASED CARRIER may be liable. The SPT shall also provide LEASED CARRIER with a copy of each such policy. The SPT shall also provide LEASED CARRIER, upon request, copies of those documents necessary to determine the validity of any charge or deduction by SPT for this insurance.

28. Safe and Legal Operations. LEASED CARRIER agrees to ensure that all of LEASED CARRIER's workers: (i) drive or otherwise perform in a safe and prudent manner at all times so as to avoid endangering the public, the worker, and/or the property being transported; (ii) comply with Applicable Law (including without limitation prohibitions on texting and use of handheld mobile telephones), SPT's operating

authorities, and all Customer Specifications and SPT Policies and Procedures (to the extent compliance would not pose an undue safety risk); and (iii) not be involved, during this Agreement, in an "accident" that, in SPT's reasonable judgment, was "preventable," as those terms are defined in 49 C.F.R. § 390.5 and 49 C.F.R. Part 385, App. B, respectively.

29. Compliance, Safety, and Accountability. LEASED CARRIER's drivers must at all times meet FMCSA's safety standards sufficient to enable spt to: (i) achieve and maintain a "satisfactory" or similar rating that enables SPT to operate without FMCSA intervention or restriction pertaining to any of the safety evaluation areas ("BASICS") measured by FMCSA's Compliance, Safety, Accountability program ("CSA"); (ii) obtain insurance coverage without increased costs associated with driver ratings or other driver measurements under CSA; and (iii) be and remain competitive with similarly situated carriers with regard to quality of driver safety as measured under CSA. LEASED CARRIER must notify SPT in writing within 2 days of receiving notification from FMCSA that any of LEASED CARRIER's drivers have been deemed "unfit" or otherwise disqualified from operating commercial motor vehicles in interstate commerce.

30. Customer Specifications. LEASED CARRIER agrees to comply with all specifications dictated by SPT's Customers communicated to LEASED CARRIER which may safely be complied with. If SPT's Customer conditions access to its facilities or freight upon compliance with any Customer Specification that LEASED CARRIER does not assent to, LEASED CARRIER may categorically opt out of receiving SPT's offer of shipments from such customer.

31. Passenger Authorization. As required by 49 C.F.R. § 392.60, LEASED CARRIER agrees not to allow any passengers to ride in the Equipment without authorization in writing by SPT, which will be given only if: (i) all of LEASED CARRIER's workers and the passenger submit to SPT a fully executed Passenger Authorization and Release of Liability form; and (ii) LEASED CARRIER furnishes SPT a Certificate of Insurance for passenger liability coverage meeting all the requirements of this Agreement, as well as Appendix A, or elects to have SPT facilitate the coverage. SPT will deduct or otherwise recover from LEASED CARRIER the costs associated with obtaining Passenger Authorization. LEASED CARRIER agrees not to permit any passenger to operate or be in charge of the Equipment at any time for any purpose whatsoever, or to be outside the cab during loading or unloading.

32. Notice. Any notice required or permitted by this agreement to the SPT shall be deemed conclusively provided when hand delivered to SPT at any of SPT's terminals, or to either the SPT or the LEASED CARRIER when deposited by either Party in the United States mail with first class postage prepaid, properly addressed to the other Party as follows:

LEASED CARRIER _____	SUNSET PACIFIC TRANSPORTATION INC. (SPT)
Street _____	14522 Yorba Ave.
City _____	CHINO
State _____	CA
Zip _____	91710

LEASED CARRIER's Initials: _____ SPT's Initials: E. S.

Should the address of either Party change, notice of the new address must be provided by first class mail within five (5) business days of that change.

33. Entire Agreement - Modification. This agreement, with the attached Appendix A, constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. This agreement shall be governed by the provisions of Title 49, Part B, United States Code, Part 376, Code of Federal Regulations and, to the extent consistent with federal laws and regulations, by the Laws of the State of California.

34. Alcohol and controlled substance use. LEASED CARRIER and LEASED CARRIER's drivers will comply with: (i) all drug-and-alcohol use-and-testing requirements under Applicable Law; and (ii) SPT's Drug-and-Alcohol Policy, including participation in SPT's random drug-and-alcohol testing program (if any). Violation by a driver of SPT's Drug and Alcohol Policy will immediately disqualify that driver. LEASED CARRIER will bear the expense of all drug-and-alcohol tests for all of LEASED CARRIER's drivers.

35. LEASED CARRIER'S employees. LEASED CARRIER at its own discretion may hire employees for the purpose of carrying out its obligations under this agreement. SPT has no authority or control over LEASED CARRIER's employees and will have no authority to supervise or direct LEASED CARRIER's employees and the performance of their work for LEASED CARRIER, and shall have no authority or right to select, hire, fire or discipline any of LEASED CARRIER's employees. SPT shall have and will exercise the powers with regard to commercial driver hiring, use and retention as provided by federal statute or regulation. Such powers are however especially limited to SPT's complete compliance with said statutes and/or regulations.

LEASED CARRIER assumes full responsibility for wages, benefits or expenses do LEASED CARRIERs employees. This includes income tax withholding, Social Security, unemployment or other payroll taxes of the LEASED CARRIER's employees. It is LEASED CARRIER's responsibility for maintaining adequate Worker's Compensation insurance coverage for LEASED CARRIER and all of his or her employees. LEASED CARRIER agrees to indemnify and hold harmless SPT from any and all liability SPT may incur by LEASED CARRIER's failure to comply with any provisions of this section.

36. Obligations to perform service. Because of liability of SPT to shippers, pursuant to certain provisions of federal and or state law, if the LEASED CARRIER fails to complete transportation of the commodities in transit, abandons the shipment, or otherwise subjects SPT to potential liabilities, LEASED CARRIER expressly agrees that SPT shall have the right to temporarily take physical possession of the equipment described in Appendix A and complete the trip involved. LEASED CARRIER hereby waives any recourse against SPT for such action and agrees to reimburse SPT for any costs and expenses arising out of completion of such trip, and take care of any damages that SPT may be liable to shipper arising out of such a violation of contract by LEASED CARRIER.

37. Arbitration and Venue/Class Action Waiver. The parties to this Agreement agree to arbitrate *any and all* disputes, claims, or controversies ("claims") they may have against each other, including their current and former agents, owners, officers, directors, or employees, which arise from this relationship. The parties understand and agree that they are waiving their right to bring such claims to court, including the right to a jury trial. Class Action lawsuits, class-wide arbitrations, private attorney-general

actions and any other proceeding where a party acts in a representative capacity aren't allowed. The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator shall be limited to deciding cases on an individual basis only, and is not authorized or empowered to arbitrate class or representative cases. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion. By Initialing here, **LEASED CARRIER agrees to this waiver by initialing here:** _____

The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Transportation Law and shall include a written record of the arbitration hearing. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California, county of San Bernardino. An award of arbitration may be confirmed in a court of competent jurisdiction. To the fullest extent permitted by law, the Parties agree that they shall not join or consolidate claims submitted for arbitration under this Agreement with those of any other persons or entities, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the Parties. The dispute will be decided by a single neutral arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the Parties or as directed by the arbitrator. Any and all customers and clients of SPT are designated as Third-Party Beneficiaries, and therefore LEASED CARRIER consents that any and all matters involving said Third Party Beneficiaries shall be arbitrated pursuant to this arbitration clause. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding on the Parties. The prevailing Party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. The foregoing agreement of LEASED CARRIER to arbitrate shall be specifically enforceable under California law. Any award rendered by the arbitrators shall be subject to review only as provided in California law, and judgment may be entered on it in accordance with that law in any court having jurisdiction to do so. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The parties agree that any relief or recovery to which they are entitled arising out of the business relationship or cessation thereof shall be limited to that awarded by the arbitrator.

LEASED CARRIER ALSO UNDERSTANDS THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY.

38. Forum Selection and Venue. Notwithstanding section 37, any dispute arising from or relating to this contractual relationship shall be governed by California law, and shall be decided solely and exclusively by arbitration in San Bernardino County. In the event, the arbitration provisions of this contract are adjudged to be unenforceable, the exclusive and sole venue for any dispute between the parties shall be decided solely and exclusively by State or Federal courts located in San Bernardino,

California. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

39. Effective Date and Duration of Agreement. This agreement shall be effective as of the date and time the agreement is executed by both parties and shall continue in effect until terminated in accordance with the provisions of this agreement. It is contemplated that the term of this agreement will be for ninety (90) days from the date of execution and can be continued in ninety (90) day segments until such time as terminated mutually, or by either party, as provided in this agreement. Should LEASED CARRIER or SPT breach any of the terms of this agreement, the other party will give written notice of that breach and, if not corrected within seven (7) days of the date such notice is provided, can terminate the agreement upon twenty-four (24) hours written notice to the other party. If either party desires to terminate the agreement without cause, ten (10) days written notice must be provided to the other party. Either party may terminate this Agreement immediately for any of the grounds set forth in this Agreement.

38.1. Grounds for Immediate Termination of Agreement If SPT or any of LEASED CARRIER's workers do any of the following, the other party may elect to terminate this Agreement immediately: (i) commits—or attempts, conspires, or threatens to commit—a felony or intentional tort; (ii) violates any applicable federal, state, local, Native American tribal, or foreign law, regulation, or ordinance ("Applicable Law"); or (iii) materially breaches this Agreement.

38.2 Obligations Upon Termination: On the later of: (i) termination of this Agreement; or (ii) completion of the services provided for herein, LEASED CARRIER agrees to remove all SPT identification from the Equipment and return it—or provide a letter certifying its removal—to SPT, together with all of SPT's property (in good working condition), Trailing Equipment, permits, load-securement equipment, and freight all to SPT's nearest terminal, and to pay SPT all amounts LEASED CARRIER then owes SPT under this Agreement. If LEASED CARRIER fails to do so, LEASED CARRIER agrees to pay SPT all expenses incurred by SPT in returning those items to good working condition and in seeking the return of the items, including reasonable attorneys' fees and collection costs. SPT may pursue all remedies allowed by law or authorized in this Agreement against LEASED CARRIER

40. Due diligence. LEASED CARRIER acknowledges that he or she was offered the opportunity to review an unexecuted version of this agreement and its attachments and to seek legal advice at LEASED CARRIER's own discretion. LEASED CARRIER is satisfied that LEASED CARRIER understands and is able to perform LEASED CARRIER's obligations hereunder. LEASED CARRIER acknowledges receipt of complete, signed copies of this agreement and all of its attachments.

41. Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information. LEASED CARRIER agrees not to use, disclose or communicate, in any manner, proprietary information about SPT, its operations, clientele, or any other proprietary information, that relate to the business of SPT. This includes, but is not limited to, the names of SPT's customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential or proprietary information of SPT, including, but not limited to: Customers, Shippers, Brokers, Freight-Forwarders, Third Party Logistics Companies, Employees, Rates, etc. LEASED CARRIER acknowledges that the above information is

material and confidential and that it affects the profitability of SPT. LEASED CARRIER understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

If it appears that LEASED CARRIER has disclosed (or has threatened to disclose) Information in violation of this Agreement, SPT shall be entitled to an injunction to restrain LEASED CARRIER from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. SPT shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

42. Non-solicitation Of SPT's Customers. During the effective dates of this Agreement, and for a period of one (1) year from and after LEASED CARRIER's last day of transporting any Cargo for SPT, LEASED CARRIER will not, without the prior written consent of SPT, call on, solicit or take away any of SPT's customers as to any shipping of a type and in the States for which SPT provides shipping for its respective customers. Should LEASED CARRIER directly do business with any of SPT's customers during the effective dates of this Agreement and/or within one (1) year after the termination of this Agreement in violation of the foregoing provisions of this Paragraph, LEASED CARRIER will pay to SPT a commission/rate of twenty percent (20%) of all gross freight charges received by LEASED CARRIER as to any and all such shipments of Freight/Cargo which are in violation of this paragraph.

43. Confidentiality. LEASED CARRIER shall not, without the prior written consent of SPT, use for LEASED CARRIER's own benefit or purposes or for the benefit or purposes of any other person, firm, partnership, association, or corporation or other business organization, entity or enterprise, or disclose (except in, and to the extent necessary for, the performance of its duties under this Agreement) in any manner to any person, firm, partnership, association, or corporation or other business organization, entity or enterprise, any trade secrets, information, data, know-how or knowledge (including, but not limited to, that relating to costs, freight rates, freight discounts, pricing and marketing methods) belonging to or relating to the affairs of SPT, except to the extent otherwise required by law. Upon termination of this Agreement, LEASED CARRIER will return to SPT any written proprietary or confidential information of SPT which is in LEASED CARRIER's possession, custody, or control, and LEASED CARRIER will delete or destroy any other proprietary or confidential information of SPT which is in LEASED CARRIER's possession, custody, or control, including, without limitation, any SPT customer lists whether or not identified as proprietary or confidential.

44. Confidentiality of Disputes: In the event of a dispute, the PARTIES agree that any dispute shall remain confidential between the PARTIES, whether such disputes are resolved informally or require litigation in an arbitral forum. The PARTIES agree that the terms and conditions of this agreement, and any and all actions by the parties to this agreement to effectuate this agreement, are confidential and shall not be disclosed, discussed or revealed by the PARTIES to any other person or entity. In the event any person or entity asks the PARTIES about any such matters, they shall respond only that "the matter is private," and refuse to discuss any such matters further. LEASED CARRIER specifically agrees to holding all matters between the parties private and waives any claimed right of free speech, including participation in any public protest against SPT in any forum whatsoever. The damages arising out of any breach of this confidentiality provision are and will be extremely difficult to ascertain, and therefore the parties to this agreement agree that any breach of this paragraph will result in an award of liquidated damages in the amount of \$20,000.00, in addition to any other remedies available to the PARTIES.

45. Consent to Do Business by Electronic Methods. SPT and LEASED CARRIER consent to do business using any electronic method permitted by FMCSA. This consent includes, but is not limited to, the use of electronic methods to effect and transmit the signature of any document, including this Agreement and any supplement, modification, addendum, amendment, notice, consent and/or waiver required by this Agreement, or any other document required by FMCSA regulations to be generated and maintained (or exchanged by private parties). The parties agree that when either party uses any electronic method to accomplish electronic signatures, the chosen method: (i) identifies and authenticates the sender as the source of the electronic communication; (ii) indicates the sender's approval of the information contained in the electronic communication; and (iii) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature. Either party may elect to use a handwritten signature with respect to any document, provided that the election will not preclude the other party from using an electronic signature to the same document.

46. Attorneys' Fees. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

47. Superseding Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof, and shall be retroactive to the fullest extent of the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ___ day of _____, 2023 at _____ (am/pm) and same shall be considered binding upon both parties and shall remain in full force and effect unless and until terminated according to the terms of this agreement.

FOR LEASED CARRIER:

Name / Title _____

LEASED CARRIER's SS# or EIN _____

LEASED CARRIER's Driver License No. _____

LEASED CARRIER's signature _____

FOR SPT:

SUNSET PACIFIC TRANSPORTATION, INC.

14522 YORBA AVE., CHINO, CA 91710.

(Name) Elsa Sifuentes _____

(Title) Safety Manager _____

SPT's signature  _____

RECEIPT FOR POSSESSION OF EQUIPMENT

SPT has received from LEASED CARRIER and taken possession of the following Equipment described in this Agreement:

Equipment Type	Year	Make		Model	VIN	Unit #
TRUCK/TRACTOR						

This Equipment was received by SPT at the address shown below on _____.

SUNSET PACIFIC TRANSPORTATION, INC. (SPT)

By: 
Signature

Elsa Sifuentes

APPENDIX A

Follows Are:

- Schedule A-1 Independent LEASED CARRIER Pay Guide
- Schedule A-2 LEASED CARRIER Rates

Rates subject to change and SPT will notify LEASED CARRIER of rate changes before any new load tender.

Trailer Interchange Agreement

NOW THEREFORE, in consideration of the representations made herein, Sunset Pacific Logistics, Inc., and _____ hereinafter referred to as "CARRIER", agree as follows:

1. CARRIER agrees to indemnify, defend, and hold harmless SUNSET PACIFIC TRANSPORTATION, INC., and SUNSET PACIFIC LOGISTICS, INC., hereinafter referred to as "COMPANY", from any claims, damages, liabilities, demands, or losses, which arise while operating a COMPANY trailer.
2. Upon beginning a trip involving a trailer interchange, CARRIER agrees to inspect the trailer and notify the COMPANY of any damage prior to beginning your trip. If during the trip any maintenance should become necessary, it will be the responsibility of CARRIER to perform as little maintenance or tire replacement as possible to get the trailer back to the COMPANY'S nearest location. Trailer must be safe to be on the road and meet or exceed all DOT safety requirements. The expense of such a road repair will be at the cost of the COMPANY, unless the necessary road repair was caused by an accident or the negligence of CARRIER or the CARRIER'S driver. At no time should CARRIER operate the trailer in an unsafe manner or condition. CARRIER accepts full and complete liability for the condition of the trailer while under CARRIER control.
3. CARRIER must provide receipt for reimbursement of repairs deemed COMPANY responsibility.
4. CARRIER agrees to bear the cost of any damage and all costs associated with the repairs of the trailer, arising from CARRIER use of the trailer. If the trailer is stolen or lost, CARRIER will pay COMPANY the replacement cost of such trailer.
5. COMPANY shall not be liable in any way for loss or damage to a third party's property or person while CARRIER is operating a COMPANY trailer, regardless of the cause of such loss.

6. CARRIER will properly inspect trailer before operating. Should any accident occur involving loss of property, injuries, or death due to any trailer deficiency mechanical or otherwise that should have been identified during pretrip inspection and repairs, the CARRIER will bear full responsibility for such loss or property, injuries, or death.
7. CARRIER agrees that the trailer shall not be used for any improper or unlawful purpose.
8. CARRIER shall notify COMPANY where the trailer has been dropped as soon as possible after completion of the movement, so owner will always be able to track the location of the trailer.
9. CARRIER agrees to have "unidentified equipment/trailer" coverage as a part of their insurance for at least \$80,000.

These terms agreed upon this _____ day of _____, 20_____.

By: _____

Sunset Pacific Transportation

By: _____

Carrier

Title: _____

Title: _____

LEASE AGREEMENT

LESSOR: _____ LESSEE: _____

This agreement is made on this _____ day of _____, 20____, between the authorized motor carrier, _____, hereinafter referred to as LESSEE, and independent contractor, _____, hereinafter referred to as LESSOR. The LESSOR is an independent contractor, not an employee.

The LESSEE hereby leases:

Vehicle unit # _____ VIN# _____

The duration of this lease begins, on this _____ day of _____, 20____.

The LESSEE authorizes the use of MC# 230428 & DOT# 387295 for the sole purpose of transportation of property under contract with shippers and receivers of general commodities. No other sub-hauler will be permitted to use the above authorities.

The LESSOR has the ability to refuse loads.

The LESSOR has the ability to choose his own routes.

The LESSOR is responsible for the maintenance and upkeep of the vehicle.

The LESSOR will not be paid on an hourly wage.

The LESSOR can hire any person they need to help in performing the duty of their job.

The LESSOR is responsible for the cost of fuel and fuel taxes.

The LESSOR is responsible for the complete cost of the apportioned plates.

The LESSOR agrees to comply and take responsibility for safety laws and regulations required by the Department of Transportation, Federal Motor Carrier Safety Administration, and by the State of California.

The LESSOR is responsible for the risks and the cost of fines for overweight and oversize trailers when the trailers are loaded, sealed, or at any time under the LESSOR's control.

The LESSOR is not responsible for loading or unloading the freight onto and from a trailer. Should it be necessary to do so, the LESSEE will compensate at an agreed rate.

The LESSOR is required to procure their own workers' compensation or occupational accident policies with limits of \$1 million.

The LESSEE has legal obligation to maintain insurance coverage for the protection of the public pursuant to FMCSA regulations under 49 U.S.V. 13906.

The LESSEE is responsible for providing Liability and Cargo coverage, however the LESSOR will pay for the coverage.

Payment to the LESSOR shall be made within 3 days after submission of invoice or trip pack with all documentation.

This lease agreement may be cancelled pursuant to independent contractor agreement upon receipt of a written notice of termination signed by LESSEE or LESSOR. It is agreed that any loads in transit will be delivered prior to cancellation and that all related documents will be turned in prior to final settlement. The LESSOR agrees to remove and return identification signs, devices, equipment, and plates upon the termination of the lease and prior to final settlement. Any costs incurred due to not complying with any of the above agreed terms will be charged to the LESSOR. Until the cancellation agreement of this letter are complied with, the authorized motor carrier may withhold final settlement.

This agreement is to become effective on this _____ day of _____, 20____, and will continue until cancellation is served in writing by either LESSEE or LESSOR. At such time that this lease agreement is terminated, the LESSOR agrees to furnish LESSEE with a written receipt showing that LESSOR retakes possession of the vehicle unit # _____, VIN# _____.

Lessor: _____
(Signature)

Lessee: _____
(Signature)

Lessor: _____
(Print)

Lessee: _____
(Print)

Please fill out as
complete as possible.



CLIENT INFORMATION

Customer Name (or) Company Name: _____

DBA (Doing Business As): _____

Type of Company: ☐ (Individual) Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC

Type of Carrier: ☐ Common (Liability & Cargo) ☐ Contract (Liability Only) ☐ Private (Liability & Cargo) ☐ Broker (Bond)

PHYSICAL ADDRESS

Street Address: _____

City: _____ State: _____ Zip: _____

MAILING ADDRESS (If Different from Above)

Street Address: _____

City: _____ State: _____ Zip: _____

CONTACT INFORMATION

Select Method of Contact: Email ☐ Mail ☐

Phone #: _____ Fax #: _____ Cell #: _____

Email: _____

Name of Emergency Contact: _____ Phone #: _____

INDIVIDUAL OR CORPORATION INFORMATION

Owner/President: _____ SSN# _____ DL# _____ DOB: _____

CURRENT AUTHORITY

CA#: _____ EIN (Federal ID#): _____

MC (ICC) Authority / PIN #: _____ / _____ USDOT / PIN#: _____ / _____

IFTA: _____ NM: _____ KYU: _____ NY HUT: _____ OR: _____

BANK INFORMATION (Required for IFTA)

Bank Name: _____ Account #: _____

City / State: _____ / _____

INSURANCE INFORMATION (Optional)

Insurance Company Name: _____

Insurance Contact: _____

Phone #: _____ Fax #: _____

10010 Redwood Ave
Fontana, CA 92335

DMV License No: 52772
Phone: 909-428-2002
Fax: 909-428-2022
www.4ProRate.com



CUSTOMER INITIALS REQUIRED
FOR EACH SERVICE REQUESTED

_____ 48 States

_____ Registration (Renewal or Supplement)

_____ MC Authority (FMCSA)

_____ Unified Carrier Registration (UCR)

_____ CA Number

_____ Motor Carrier Permit

_____ DOT Number

_____ Employer Pull Notice Program (EPN)

_____ Drug & Alcohol Consortium

_____ IFTA License (Renewal or Supplement)

_____ New Mexico E-Permit

_____ Oregon Permit

_____ Oregon Bond

_____ Kentucky Number (KYU)

_____ New York HUT

_____ Apply for Federal ID Number (Tax ID Number)

_____ Form 2290

_____ Broker Authority

_____ PressPass

_____ Standard Carrier Alpha Codes (SCAC)

_____ BOC-3 Filing

Customer Name: _____

Salesperson: _____

Vehicle Selling Price / Weight: _____ / _____

Unit #: _____

Accepted By: x _____ Date: _____ / _____ / _____

If you have any questions regarding this checklist or your specific needs, please call our office.

Notes/Follow-Ups: _____

10010 Redwood Ave
Fontana, CA 92335

DMV License No: 52772
Phone: 909-428-2002
Fax: 909-428-2022
www.4ProRate.com

CALIFORNIA IRP CARRIER DATA-SCHEDULE A/B

TYPE OF APPLICATION: <input type="checkbox"/> Carrier Information Correction(s) <input type="checkbox"/> Add Jurisdiction <input type="checkbox"/> Renewal: Use this form only if no renewal notice was received from DMV. Complete all fields of information. Schedule C form must also be submitted. <input type="checkbox"/> New Carrier <input type="checkbox"/> New Fleet: Complete all fields of information except IRP Account Number to be assigned by DMV. Schedule C must be attached.			
IRP ACCOUNT #		FLEET #	ENTER EFFECTIVE DATE OF IRP REGISTRATION ____/____/____
REGISTRANT NAME/LEGAL NAME		APPLICATION YEAR (S) <input type="checkbox"/> CURRENT YEAR ONLY OR <input type="checkbox"/> CURRENT AND SUBSEQUENT YEAR DBA (IF APPLICABLE)	
BUSINESS ADDRESS (MUST BE A CA PHYSICAL LOCATION):		CITY/STATE/ZIP CODE	
MAILING ADDRESS 10010 Redwood Ave		CITY/STATE/ZIP CODE Fontana, CA 92335	
REGISTRANT AUTHORIZED EMPLOYEE NAME	DAYTIME TELEPHONE # ()	FAX # ()	E-MAIL ADDRESS
REGISTRATION SERVICE AGENT BUSINESS NAME IRP Inc	REGISTRATION SERVICE AGENT BUSINESS ADDRESS 10010 Redwood Ave	CITY/STATE/ZIP CODE Fontana, CA 92335	
REGISTRATION SERVICE AGENT CONTACT PERSON(S)	REGISTRATION SERVICE AGENT MAILING ADDRESS 10010 Redwood Ave	CITY/STATE/ZIP CODE Fontana, CA 92335	
REGISTRATION SERVICE AGENT TELEPHONE # (909) 428-2002	REGISTRATION SERVICE AGENT FAX # (909) 428-2022	DMV OCCUPATIONAL LICENSE # <u>52772</u> EXPIRATION DATE <u>06/30/2023</u>	E-MAIL ADDRESS trainor.bwu@trainorteam.com
GOVERNMENT AUTHORITY NUMBERS		TYPE OF OPERATIONS	
IFTA # _____ CA Motor Carrier Permit (CA #) _____ FMCSA MC or MX # _____ Registrant Only: Yes _____ No _____ *US DOT (Carrier) # _____ *Taxpayer ID (FEIN or SSN or RFC)# _____ *US DOT (Vehicle) # _____ *Taxpayer ID (FEIN or SSN or RFC)# _____ Commercial Driver License # State _____ # _____ California PUC-T # _____ USDOT Number *Pursuant to section 8100 of the California Vehicle Code, applications for apportioned registration must contain both the US DOT and a Taxpayer Identification Number (TIN) for the safe operation of each vehicle being registered. I _____ certify that I am familiar with the State and Federal Motor Safety Laws and Regulations and/or the Federal Hazardous Materials Regulations. X _____ Signature Date Declaration: I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing information entered on both sides of this form is true and correct. X _____ Signature Title Date		("X" all that are applicable) _____ COM – Common Carrier _____ CON – Contract Carrier _____ FHE – For Hire Exempt _____ FHR – For Hire Rental _____ FOR – For Hire _____ PVT – Private Carrier _____ A – ALL _____ E – Exempt _____ H – Household Goods _____ L – Logs _____ P – Passengers Registration Service Agent Authorization: The undersigned duly appoints the Registration Service Agent to represent me for all DMV purposes relating to the IRP registration of my fleet/vehicles for the _____ license year. X _____ Signature of Registrant Date The undersigned authorized service agent declares, under penalty of perjury, that the information contained on this and all attached IRP documents is true and correct according to information personally known by or provided to me. X _____ Signature of Authorized Registration Service Agent Date	
TO BE COMPLETED FOR ORIGINAL IRP APPLICATIONS ONLY:		1) Does this fleet and/or vehicles have any history of prior IRP registration in another jurisdiction within the past 24 months? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes indicate state _____ and year _____ 2) Does this fleet and/or vehicles have any history of prior California IRP registration? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes show CA IRP acct # _____ Registrant name: _____ 3) Have the vehicles registered in this application been operated in interstate commerce under alternative permit registration within the past 24 months? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes indicate states of travel: _____	

INTERNATIONAL REGISTRATION PLAN AGENT AUTHORIZATION

SECTION 1 — IRP REGISTRANT INFORMATION

REGISTRANT NAME	ACCOUNT NUMBER	<input type="checkbox"/> CHECK HERE IF NEW ACCOUNT	
ADDRESS	CITY	STATE	ZIP CODE

SECTION 2 — REGISTRATION SERVICE INFORMATION

NAME OF REGISTRATION SERVICE	OCCUPATIONAL LICENSE NUMBER	EXPIRATION DATE
IRP INC	52772	06/30/2023
REGISTRATION SERVICE BUSINESS ADDRESS	CITY	STATE ZIP CODE
10010 REDWOOD AVE	FONTANA	CA 92335

I hereby appoint the above registration service as our/my agent and authorize them to sign and process California International Registration Plan applications on behalf of myself for the _____ license year.

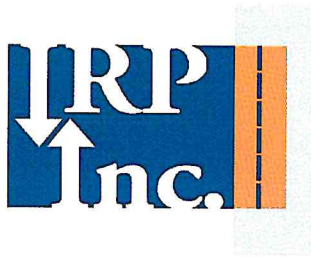
- Authorization by an IRP registrant to be represented by a registration service agent is only valid for the year in which it was filed and must be renewed annually with the IRP renewal application if the business relationship will be continued.
- IRP registrants must notify the IRP Operations Section in Sacramento immediately whenever there is a change to the applicant's authorization for representation for IRP registration purposes by a registration service agent. Registration Services must notify the IRP Operations Section when they no longer represent an IRP registrant.

In accordance with California Vehicle Code Section 11400. No person shall act as a registration service, engage in the business of soliciting or receiving any application for the registration, renewal of registration, or transfer of registration or ownership of any vehicle of a type subject to registration under this code, or of soliciting or receiving an application for a motor carrier permit under Division 14.85 (commencing with Section 34600), or transmit or present any of those documents to the department, if any compensation is solicited or received for the service, without a license of temporary permit issued by the department pursuant to this chapter, or if that license or temporary permit has expired or been canceled, suspended, or revoked, or the terms and conditions of an agreement entered into pursuant to Section 11408 have not been fulfilled.

SECTION 3 — CERTIFICATION AND SIGNATURE

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF IRP REGISTRANT OR AUTHORIZED EMPLOYEE	DATE
X	



DMV LIC NO: 52772

General Power of Attorney and Authorization for Agent to Sign Apportioned Registration and Permits Applications

I, _____
(Print Name) (Title)

Of, _____
(Name of Company or DBA)

I hereby appoint IRP, Inc. and/or Trainor Bookkeeping Service as our AGENT and authorize them to sign on behalf of us for applications for the 2022-2023 year.

I hereby authorize IRP, Inc. and/or Trainor Bookkeeping service and any of its agents to apply for maintaining and storing the records of any license or permits required to conduct business as an interstate commercial carrier including, but not limited to the following:

APPORTIONED REGISTRATION, CA NUMBER, MOTOR CARRIER PERMIT, BIT INSPECTION, DRUG & ALCOHOL CONSORTIUM, EPN, US DOT, FMCSA AUTHORITY, UCR, IFTA, NEW MEXICO WDT, KENTUCKY PERMIT, OREGON PUC & BOND, NEW YORK HUT, FEDERAL ID#, IRS FORM 2290.

X _____ Date: _____
(Signature)

Please change mailing address to following:
10010 Redwood Ave
Fontana, CA 92335

PH: (909) 428-2002
FAX: (909) 428-2022

Federal Motor Carrier Safety Administration Drug and Alcohol Rules

“The United States Congress recognized the need for a drug and alcohol free transportation industry, and in 1991 passed the Omnibus Transportation Employee Testing Act, requiring DOT agencies to implement drug and alcohol testing of safety-sensitive transportation employees. 49 CFR Part 40, or Part 40 as we call it, is a DOT-wide regulation that states how to conduct testing and how to return employees to safety-sensitive duties after they violate a DOT drug and alcohol regulation. Part 40 applies to all DOT-required testing, regardless of mode of transportation. These regulations identify who is subject to testing, when they are tested and in what situations. The regulations also impose privacy protections and restrictions on employers and service agents against the use and release of sensitive drug and alcohol testing information. The FMCSA controlled substances and alcohol use and testing regulations can be found at 49 CFR Part 382.”

The Federal Motor Carrier Safety Administration (FMCSA), along with the Department of Transportation (DOT), requires that persons subject to the commercial driver’s license (CDL) requirements and their employers follow alcohol and drug testing rules. These rules include procedures for testing, frequency of tests, and substances tested for.

While it is the responsibility of the DOT regulated agencies to provide drivers with information on drug and alcohol testing programs, it is still ultimately the drivers responsibility to obey all rules and regulations in order to keep our roadways safe. Drivers of CMVs can learn about drug and alcohol rules, types of tests required and their rights, responsibilities and requirements at:

<https://www.fmcsa.dot.gov/regulations/drug-alcohol-testing-program>

As the Motor Carrier we hold the responsibility to implement and conduct drug and alcohol testing programs. Therefore, any driver under the authorities of Sunset Pacific Transportation will be tested before being allowed on the road. Driver will also be a participant of a third-party consortium that produces a quarterly random list of drivers to be tested.

In addition to the testing, Sunset Pacific Transportation requires that at least two office employees complete the Drug and Alcohol Awareness Supervisor Training, which allows for the observation and decision making of sending a driver to get tested on basis of reasonable suspicion.

Lastly, if a driver is found to violate the FMCSA Drug and Alcohol Testing Rules, Sunset Pacific Transportation will abide with responsibility of providing the necessary information and guidance to getting adequate help. Nonetheless, any driver found to be in violation, will not be allowed to contract and will not be approved on the road under Sunset Pacific Transportation authorities, even after treatments and all requirements are met. Should any drug and/or alcohol violation occur after approval and initiation of contract, Sunset Pacific Transportation will terminate the driver and/or the Leased Carrier agreement.

I hereby acknowledge that failure to comply with the above FMCSA Rules is considered a breach of contract.

Print Name: _____
(Leased Carrier/Driver)

Signature: _____
(Leased Carrier/Driver)

SIGN HERE

Print Name: _____
(Motor Carrier)

Signature: _____
(Motor Carrier)

DAC - DISCLOSURE AND RELEASE

In connection with my potential contracting with you, I understand that consumer reports which may contain public record information maybe requested from DAC Services, Tulsa, Oklahoma. These reports may include the following types of information: names and dates of previous employers, reason for termination of employment, work experience, accidents, etc. I further understand that such reports may contain public record information concerning my driving record, workers' compensation claims, criminal records, etc., from federal, state and other agencies which maintain such records; as well as information from DAC concerning previous driving record requests made by others from such state agencies, and state provided driving records.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY DAC TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to DAC, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information; and the recipients of any reports on me which DAC has previously furnished within the two-year period preceding my request. I hereby consent to your obtaining the above information from DAC, and I agree that such information, which DAC has or obtains, and my contract/ employment history with you if I am contracted, will be supplied by DAC to other companies, which subscribe to DAC Services.

I hereby authorize procurement of consumer report(s). If contracted, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my contract period.

Print Name

Social Security Number

Applicant's Signature

Date

Alcohol and Drug Test Statement

Sec. 40.25(j) As the motor carrier, you must also ask the driver whether he or she has tested positive, or refused to test, on any previous employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years. If the driver admits that he or she had a positive test or a refusal to test, you must not use the driver to perform safety-sensitive functions for you, until and unless the driver documents successful completion of the return-to-duty process (see paragraphs (b)(5) and (e) of this section).

Prospective Independent Contractor/Driver's Full Name: _____

Prospective Independent Contractor/Driver's FEIN: _____

The prospective independent contractor/driver for independent contractor is required by Sec. 40.25(j) to respond to the following questions.

1. Have you tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years?

Check one: ☐ Yes ☐ No

2. If you answered yes, can you provide/obtain proof that you've successfully completed the DOT return to duty requirements?

Check one: ☐ Yes ☐ No

I certify that the information provided on this document is true and correct.

Prospective Independent Contractor/Driver's Signature: _____

Date: _____

Witness Signature: _____ Date: _____



DISA Global Solutions, Inc.
10900 Corporate Centre, Drive, Suite 250
Houston, TX 77041
281.873.2400 | 800.752.6432

DISA Global Solutions, Inc. D & A Test Request Form

INSTRUCTIONS FOR COMPANY

PLEASE ENSURE THAT YOU SEND DONOR TO THE COLLECTION SITE WITH THE CORRECT DISA FORMS

Company Name: _____ Client ID: _____ Laboratory: _____
Company DER Name: _____ DER Phone: _____ DER Fax: _____
Company Address: _____
Collection Site Name: _____ Collection Site Address: _____
Employee Name: _____ Employee SSN or ID Number: _____
DOT Agencies Authority Employee to be tested under: _____ (FAA, FRA, FTA, USCG, PHMSA, FMCSA)
Test to be OBSERVED: ☐ YES ☐ NO

DRUG and/or ALCOHOL TESTS TO BE PERFORMED

REASON FOR TEST	URINE DRUG	ALCOHOL	HAIR TEST	ORAL FLUID
PRE-EMPLOYEMENT	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
RANDOM	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
POST ACCIDENT	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
RETURN TO DUTY	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
FOLLOW-UP	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
OTHER	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>

DOT **only** allows for test purposes listed. Other is not allowed. Please call DISA Compliance for guidance.

INSTRUCTIONS FOR COLLECTION SITE

PLEASE ENSURE THAT YOU USE DISA CCF AND ALCOHOL FORMS- DONORS SHOULD PROVIDE THESE FORMS

- Ensure that you fill out the forms completely and use your Collection Site ID, which can be found at the top of this form.
 - DOT Urine drug test should always be on a Federal CCF and DOT Alcohol Test Form must always be used for DOT Alcohol Tests
 - ◊ DOT-MRO Copies of the CCF should be faxed the same day to: University Services at 215-637-6998
 - Transmit DOT Drug and Alcohol Tests to the Client Contact within 24 hours (Fax can be used for this requirement)
 - NON-DOT Urine drug test should always be on Forensic CCF and DISA Non-DOT Alcohol Test Form must always be used for Non-DOT Alcohol Tests
 - NON-DOT MRO Copies of the CCF should be faxed or mailed the same day to:
 - ◊ University Services - Fax: 215-637-6800 or Email coc@uservices.com
 - ◊ University Services – 2800 Black Lake Place, Suite A., Philadelphia, PA 19154
 - NON-DOT Alcohol Tests **MUST** be faxed the same day to: 713-972-3431 or EMAIL to forms@disa.com
 - Mail or include with invoice all copies for both Drug and Alcohol Tests to DISA at:
 - ◊ 10900 Corporate Centre Drive, Suite 250, Houston, TX 77041
 - Company DER must be called immediately for the following:
 - ◊ EBT (Alcohol) results of greater than 0.02 BAC
 - ◊ Shy Bladder, Shy Lung, Shy Hair, or Shy Saliva Tests
 - ◊ All refusals
 - ◊ All observed tests (after the observation occurred)
- Do **NOT** call and ask if the client wants the observation to occur.
- ALL invoices should be sent to DISA and NOT the Client unless pre-arranged with DISA for client invoicing.



www.fmcsa.dot.gov/safetybelt

SAFETY BELT USE IS MANDATORY!

This company recognizes that safety belt use helps to protect, reduce injuries, and control operating costs. Studies show conclusively that failure to use safety belts (lap and shoulder belts) results in increased deaths and injuries. Reducing these costly injuries and deaths protects and can strengthen the effectiveness of our business'.

Safety belt use in commercial motor vehicles is required by Federal law. As of January 2006, safety belt use is also the law in 49 states, the District of Columbia, and Puerto Rico. Therefore, we are implementing the following policy:

It is Sunset Pacific Transportation policy that every Leased carrier and all occupants of any vehicle hauling or using any of our equipment must wear safety belts while on company business. This applies to all personally-owned, company-owned, leased, and rented vehicles.

Any driver that fails to comply with this policy and regulation will be fined up to \$200 and given one opportunity to correct the failure. If failure to comply occurs a second time, Sunset Pacific Transportation will request for leased carrier to discharge the driver failing to comply or terminate the contract with the leased carrier altogether.

Lap and Shoulder Belts

- Drivers must wear lap and shoulder belts when operating a motor vehicle. (FMCSR, Part 392.16)

Sleeper Berth Restraints

- For sleeper berths, occupant restraint systems installed by the manufacturer must be used, whether the system is at the entry point of the berth or incorporated as a belt-type restraint within the berth itself.

SAFETY BELT PLEDGE

I, _____, have received a copy of the FMCSR'S safety belt policy.

I have read the regulations and have had the opportunity to ask questions. I fully understand the company's penalty for violation of this policy.

I hereby pledge that I will use safety belts whenever driving or riding in a company vehicle or in any other vehicle when on company business.

I also pledge that passengers of vehicles that I am driving will wear safety belts.

SIGN HERE

Signature of Driver

Signature of Safety Manager

SUNSET PACIFIC AUTHORIZATION FOR TEXT MESSAGING

By signing this form, I authorize SUNSET PACIFIC to send text messages to my cell phone. I understand that text messaging rates will apply to any messages received from SUNSET PACIFIC. I also understand that I or SUNSET PACIFIC may revoke this permission in writing at any time. I agree not to hold SUNSET PACIFIC liable for any electronic messaging charges or fees generated by this service. I further agree that in the event my contact/cell phone number changes that I will inform SUNSET PACIFIC.

Signature: _____

Name (Please Print) _____

Company: _____

Cell phone # (_____) _____

This authorization form will remain in effect until revoked in writing by me or SUNSET PACIFIC.

Dated: ____/____/____ (Mo/Day/Year)

Privacy Disclaimer: Text messaging is provided as a service to customers, vendors, contractors, trucking companies, etc. Your information will not be shared or distributed in any way.



U.S. Department
of Transportation

Federal Motor Carrier Safety Administration

DOT/FMCSA Mobile Phone Restriction Rule for Commercial Motor Vehicle Drivers

Overview and Background

FMCSA rule restricts the use of all hand-held mobile devices by drivers of **commercial motor vehicles (CMVs)**. This rulemaking restricts a CMV driver from holding a mobile device to make a call, or dialing by pressing more than a single button. CMV drivers who use a mobile phone while driving can only use a hands-free phone located in close proximity.

The rule applies to drivers operating a commercial motor vehicle on a roadway, including moving forward or temporarily stationary because of traffic, traffic control devices, or other momentary delays.

What is the definition of using a mobile telephone?

- Using at least one hand to hold a mobile phone to make a call;
- Dialing a mobile phone by pressing more than a single button; or
- Reaching for a mobile phone in a manner that requires a driver to maneuver so that he or she is no longer in a seated driving position, restrained by a seat belt.

What does this rule mean to drivers and carriers?

- **Fines, Penalties, and Loss of Work-** Using a hand-held mobile phone while driving a CMV can result in job disqualification.
- **Disqualification -** Multiple violations of the prohibition of using a hand-held mobile phone while driving a CMV can result in a driver disqualification by FMCSA. Multiple violations of State laws prohibiting use of a mobile phone while driving a CMV is a serious traffic violation that could result in a disqualification by a State of drivers required to have a Commercial Driver License.

What are the risks?

FMCSA shows that the odds of being involved in a safety-critical event (e.g., crash, near-crash, unintentional lane deviation) are 6 times greater for CMV drivers who engage in dialing a mobile phone while driving than for those who do not. Dialing drivers took their eyes off the forward roadway for an average of 3.8 seconds. At 55 mph (or 80.7 feet per second), this equates to a driver traveling 306 feet, the approximate length of a football field, without looking at the roadway!

- **Impact on Safety Measurement System (SMS) Results -** Violations negatively impact SMS results, and they carry the maximum severity weight.

Compliance

To comply, a driver must have his or her mobile telephone located where he or she is able to initiate, answer, or terminate a call by touching a single button, **while he/she is restrained by properly installed and adjusted seat belts.**

- Use an earpiece or the speaker phone function.
- Use voice-activated dialing.
- Use the hands-free feature.

Drivers are not in compliance if they unsafely reach for a mobile phone, even if they intend to use the hands-free function.

I hereby acknowledge that failure to comply with the above FMCSA regulations is considered breach of contract.

Print Name: _____
(Independent Contractor/Driver)

Signature: _____
(Independent Contractor/Driver)

SIGN HERE



Article 1. Driving Offenses [23100-23135] states, "A person shall not drive a motor vehicle while holding and operating a handheld wireless telephone or an electronic wireless communications device unless the wireless telephone or electronic wireless communications device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while driving."

California has several laws banning the use of cellphones (wireless telephones) while behind the wheel. On July 1st, 2008, the State of California passed a law prohibiting the use of a cell phone while driving. A subsequent law was passed on January 1st, 2009 that also prohibited text messaging and other wireless device use while driving.

Due to the danger and concern for other drivers, the above include:

- Talking on a cell phone and/or texting in States that prohibit this activity
- Reading Qualcomm messages while driving
- Talking with dispatchers and other company personnel while driving

Ban on Handheld Cell Phones

California's law bans all drivers from using handheld cellphones. The law applies to anyone driving in California, whether the driver lives in California or not.

The Hands-Free Cell Phone Law

The rules for *hands-free* cellphones use while driving depend on the age of the driver. For the most part, drivers who are at least 18 years old are allowed to use hands-free phones while driving. These drivers can use a Bluetooth or other earpieces, but cannot cover *both* ears. The law also allows drivers 18 years or older to use the speaker phone function of a wireless phone.

Violation of these laws is considered breach of contract, therefore can result in fines, penalties, and/or termination of contract.

Violation includes the receiving of a TICKET, CITATION, or a WARNING

I hereby acknowledge that failure to comply with the above California law is considered breach of contract.

Print Name: _____
(Independent Contractor/Driver)

Signature: _____
(Independent Contractor/Driver)

SIGN HERE

CERTIFICATION OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS

MOTOR CARRIER INSTRUCTIONS: The **FMCSR Part 383.3** states that the rules in this part apply to every person who operates a commercial motor vehicle (CMV) in interstate, foreign, or intrastate commerce, to all motor carriers of such persons, and to all States.

Federal Motor Carrier Safety Regulations:

1. **383.21. NUMBER OF DRIVERS' LICENSES.** "No person who operates a commercial motor vehicle shall at any time have more than one driver's license."

If you currently have more than one license, you should keep the license from your state of residence and return the additional license to the states that issued them. Destroying a license does not close the record in the state that issued it. You should close your record by notifying the state of issuance that you no longer want to be licensed by the state.

2. **383.31. NOTIFICATION OF CONVICTIONS FOR DRIVER VIOLATIONS.** (a). Each person who operates a commercial motor vehicle, who has a commercial driver's license issued by a State or jurisdiction, and who is convicted of violating, in any type of motor vehicle, a State or local law relating to motor vehicle traffic control (other than parking violation), shall notify 1) an official designated by the State or jurisdiction which issued such license. (a)(c). The notification must be made in writing and within 30 days after the date that the person has been convicted. If the driver is not currently working, he/she must notify the State or jurisdiction which issued the license". The notification to the State official and employer MUST be made in writing.
3. **383.33. NOTIFICATION OF DRIVER'S LICENSE SUSPENSIONS.** Each driver who has a driver's license suspended, revoked, or canceled by a State or jurisdiction, who loses the right to operate a commercial motor vehicle in a State or jurisdiction for any period, or who is disqualified from operating a commercial motor vehicle for any period, shall notify such suspension, revocation, cancellation, lost privilege, or disqualification. The notification must be made before the end of the business day following the day the driver received notice of the suspension, revocation, cancellation, lost privilege, or disqualification.

INDEPENDENT CONTRACTOR/DRIVER OF INDEPENDENT CONTRACTOR CERTIFICATION:

*I certify that I have read and understand the **FMCSA Regulations** listed above.*

Full Name (Print) _____

Signature: _____ Date: _____

The following license is the only one I will possess:

Driver's License No. _____ State _____ Exp. Date _____

NAIT ASSOCIATION PROGRAM INSURANCE APPLICATION

Applicant Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. _____				
Last	First	Middle		
Address: _____				
Street/PO Box	Apt	City	State	Zip
Social Security #: _____		Date of Birth: _____		Phone: _____
CDL #: _____		CDL State: _____		
Email Address: _____ What do you haul? _____				

You are an/a: ☐ Owner Operator ☐ Fleet Owner ☐ Fleet Driver If a Fleet Driver, please identify the fleet owner you drive for: _____

Insurance services provided by TransGuard General Agency, Inc. ("TGA"); In California, doing business as TransGuard General Insurance Agency; In Utah, doing business as TransGuard General Insurance Agency, Inc. If you need coverage that is not addressed in this application, please contact TransGuard General Agency, Inc. at (800) 821-8014 for assistance.

OCCUPATIONAL ACCIDENT

Do you want to purchase Occupational Accident coverage for yourself? ☐ Yes* ☐ No

***If yes, please complete the following information:**

How is your income reported: ☐ 1099 ☐ W-2 ☐ Other **Height:** _____ Feet _____ Inches **Weight:** _____

Please name a beneficiary for the payment of accidental death benefits. (Accidental death benefits are payable to your surviving spouse or dependent children, subject to the terms and conditions of this coverage. The beneficiary designation requested only applies when benefits are payable and you do not have a spouse or dependent children surviving.)

Name of Beneficiary	Address (Street/City/State/Zip)	Relationship

Have you been injured in a work-related accident during the past 36 months? ☐ Yes ☐ No

Date of Accident/Injury: _____

Explanation of Accident/Injury: _____

Treatment Received: _____

Have you received medical treatment for a health-related condition in the past 36 months? ☐ Yes ☐ No

Describe health related condition and treatment received: _____

Are you presently taking any prescription medications? ☐ Yes ☐ No

List medications and what conditions they are used to treat: _____

Do you have any health restrictions or limitations on the type of work you can perform? ☐ Yes ☐ No

Describe restrictions and limitations: _____

Do you have a disability rating? ☐ Yes* ☐ No

*If yes, give percentage: _____ % Disabled area: _____

What caused the disability? _____

When this coverage is provided, you will be insured under the Occupational Accident plan elected by your motor carrier as satisfying their coverage requirements or the plan you elect if billed direct pay. You are also selecting Non-Occupational Accident Coverage with this purchase if your motor carrier requires such coverage on the date of application. If Occupational Accident Coverage for a Helper/Co-driver/Spouse or Partner is needed, a separate supplemental application must be completed. Contact TransGuard General Agency, Inc. for assistance.

WORKERS' COMPENSATION

(Excludes sole-proprietor and partner, this coverage is for your employees only)

You are a: ☐ Sole-proprietor ☐ Partnership ☐ Corporation

Your state of residence: _____

Your FEIN / State Tax ID #: _____

If you operate under a company name, list it here: _____

Do you have a Workers' Compensation policy for other employees?

☐ Yes ☐ No

Do you want to purchase coverage for your casuals/helpers?

☐ Yes ☐ No

Do you have employee fleet drivers?

☐ Yes ☐ No

Do you want to purchase coverage for your employee fleet drivers?

☐ Yes* ☐ No

*If yes, how many? _____

*Complete the Workers' Compensation Information Sheet.

COMMERCIAL BUSINESS AUTO

Equipment #1:

Do you want to purchase Non-Trucking Liability?

☐ Yes ☐ No Limit: ☐ \$500,000 ☐ \$1,000,000

Do you want to purchase Physical Damage Coverage?

☐ Yes ☐ No

Which Comprehensive/Collision Deductible?

☐ \$250 ☐ \$500 ☐ \$1000 ☐ \$2500

Stated Amount: \$ _____

☐ Tractor ☐ Trailer ☐ Other: _____

Year _____

Manufacturer/Model/Gross Weight _____

VIN# _____

Loss Payee (lien holder/lessor) _____

Loss Payee Address _____

Equipment #2:

Do you want to purchase Non-Trucking Liability?

☐ Yes ☐ No Limit: ☐ \$500,000 ☐ \$1,000,000

Do you want to purchase Physical Damage Coverage?

☐ Yes ☐ No

Which Comprehensive/Collision Deductible?

☐ \$250 ☐ \$500 ☐ \$1000 ☐ \$2500

Stated Amount: \$ _____

☐ Tractor ☐ Trailer ☐ Other: _____

Year _____

Manufacturer/Model/Gross Weight _____

VIN# _____

Loss Payee (lien holder/lessor) _____

Loss Payee Address _____

If you answered yes, to wanting to purchase Non-Trucking Liability or Physical Damage Coverage, please answer the questions below:

Do you run under your own authority?

☐ Yes ☐ No

Do you use your vehicle for training?

☐ Yes ☐ No

Do you haul for more than one motor carrier?

☐ Yes ☐ No

If yes, who are the motor carriers? _____

Do you use your tractor as your primary personal vehicle?

☐ Yes ☐ No

NAIT MEMBERSHIP

I understand that I must be a member of the National Association of Independent Truckers ("NAIT") in order to participate in its insurance programs. If I am not currently a member, I will apply for membership. I may become and remain a member of NAIT without the purchase of NAIT sponsored insurance.

POLICY TERMS AND CONDITIONS

Coverage applied for under the NAIT insurance program is subject to all the terms, conditions and limitations of the policy providing the coverage requested.

PAYMENT TERMS: I understand that the cost of this insurance is my sole obligation and responsibility, and I agree that I will pay upon demand or at any time my account remains unpaid, any amount due and owing. I also understand that if

POLICY TERMS AND CONDITIONS (CONTINUED)

my insurance is canceled my deposit premium will be used to cover my outstanding premium. If the motor carrier to whom I am under contract has agreed to settlement deduction arrangements for the payment of premium, I hereby APPOINT that motor carrier as my agent for receipt of NAIT Program billing notices and AUTHORIZE them to make deductions from my account equal to the cost of NAIT membership dues, benefits and insurance premiums and to remit same as required on my behalf. I also authorize the motor carrier named on page 4 of this application or on my Evidence of Coverage, if changed, to remit any deposit of premium and/ or membership dues required for participation in NAIT's insurance programs. Deposit premium is fully refundable upon termination of coverage if my account is current and in good standing. I understand there is a one-month deposit charge for NAIT membership dues and a one month deposit premium charge for all insurance coverages, except Workers' Compensation. For Workers' Compensation, a state mandated minimum charge, per policy, is applicable.

AGREEMENTS

I certify that I am DOT qualified and that I have complied with all applicable DOT requirements. I am not now, nor will I become, an employee of any motor carrier while any insurance provided through an NAIT program is in force. I authorize the release to TGA, its affiliated insurers and their representatives, if necessary: 1) all insurance documents related to me and/or my insured equipment; 2) my current Motor Vehicle Report (MVR) and/or my drivers' MVR, including updates as needed; 3) applicable medical records; 4) any test results in accordance with DOT regulations; 5) a copy of my current equipment lease agreement(s), if any; and 6) a copy of my independent contractor agreement with my motor carrier. I understand this information may be used for purposes of evaluating my application for insurance. I authorize my motor carrier to request cancellation of my coverage whose premium is paid by settlement deduction arrangements when I am no longer under contract to that motor carrier. I understand NAIT, as group policyholder, has authority to execute and cancel all group coverage. I accept and acknowledge that NAIT, as group policyholder, has elected Uninsured Motorist limits of \$25,000 per person/\$50,000 per occurrence, the minimum established by the state of Illinois, to apply to the group policy when Non-Trucking Liability coverage is elected and accepts that only in the event another state is determined to have jurisdiction, the maximum limits that will apply are the minimum limits (including rejection of coverage) permitted by that state for uninsured motorist, underinsured motorist, personal injury protection and any other no fault insurance required. I knowingly reject statutory Workers' Compensation coverage when opting for Occupational Accident coverage, if required by state law.

Applicable To Occupational Accident coverage only: I further understand and agree that as an independent contractor and in choosing this Occupational Accident coverage, I am not able to file nor otherwise assert any claim for statutory Workers' Compensation benefits against my motor carrier and/or any insurers or other companies related to such entities. I further agree to indemnify and forever hold harmless NAIT, my motor carrier, and/or any insurers or other companies related to any of the foregoing entities of and from any and all claims that may be made by me or by anyone else on my behalf for statutory Workers' Compensation benefits.

A credit report or other investigative report about me may be requested in connection with this application for insurance and subsequent renewals. Any information about me or which I have provided about anyone will be treated confidentially. However, this information, as well as other non-public personal or privileged information subsequently collected, may, under certain circumstances, be disclosed without prior authorization to non-affiliated third parties. Information may be shared with affiliated companies for such purposes as claims handling, servicing, underwriting and insurance marketing. I have the right to see personal information collected about me, and I have the right to correct any information which may be wrong. A description of TGA's information practices, and my rights regarding information TGA collects may be obtained by contacting TGA.

I certify the information that I have provided in this application is true, complete and accurately recorded to the best of my knowledge and belief. I understand this information will be used to apply for insurance coverage on my behalf. If approved, this application will be attached to and made a part of each policy providing the coverage requested. I certify that I have fulfilled all requirements to work legally in the U.S. by 1) being a U.S. citizen and/or 2) being in full compliance with all Federal laws and/or regulations regarding work eligibility. **I understand that the giving of any inaccurate, false, or misleading information on this application may result in rejection of this application and the denial of benefits under any and all insurance coverage for which I have applied.**

I authorize TransGuard General Agency, Inc. and its affiliates to electronically send all insurance documents, account notices, invoices, disclosures, etc., if applicable, to the email address on file. I also agree to notify TransGuard if I change my email address.

INITIAL/DATE: _____

FRAUD WARNINGS

Fraud Warning applicable to residents of all states except those listed below: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

IN AL, AR, DC, LA, MD, NM, RI, WV – Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

IN CA – For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

IN CO – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

IN FL, OK – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

IN KS – Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

IN KY, NY, OH, PA – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

IN ME, TN, VA, WA – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

IN NJ – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

IN OR – Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

I UNDERSTAND AND AGREE THAT COVERAGE REQUESTED IN THIS APPLICATION WILL NOT BE AFFORDED UNTIL THIS APPLICATION IS SUBMITTED AND I AM APPROVED. I CERTIFY AND REPRESENT THAT I HAVE READ AND UNDERSTAND THIS APPLICATION USING TRANSLATION SERVICES AS NEEDED AND THAT THE INFORMATION I HAVE PROVIDED AND THE REPRESENTATIONS I HAVE MADE HEREIN ARE TRUE AND CORRECT.

APPLICANT SIGNATURE

DATE

MOTOR CARRIER NAME/TERMINAL LOCATION

UNIT NUMBER



MEMBERSHIP APPLICATION

APPLICANT: ☐ MR. ☐ MRS. ☐ MS. _____
LAST FIRST MIDDLE

ADDRESS: _____
(PHYSICAL) STREET APT/STE CITY STATE ZIP

ADDRESS: _____
(MAILING) STREET APT/STE CITY STATE ZIP

PHONE #: (____) _____ - _____ ☐ HOME ☐ CELL ☐ OTHER _____

PHONE #: (____) _____ - _____ ☐ HOME ☐ CELL ☐ OTHER _____

E-MAIL: _____ @ _____ ☐ No EMAIL

DO YOU OWN YOUR OWN COMPANY? ☐ YES ☐ NO

IF "YES", ENTER NAME HERE: _____

I HEREBY APPLY FOR MEMBERSHIP IN THE NATIONAL ASSOCIATION OF INDEPENDENT TRUCKERS, LLC ("NAIT")
AND AGREE TO PAY MONTHLY MEMBERSHIP DUES DISCLOSED AT www.naitusa.com.

I UNDERSTAND MEMBERSHIP IS NONTRANSFERABLE.

SUBMISSION OF THIS APPLICATION FOR MEMBERSHIP AUTHORIZES NAIT AND ITS AFFILIATED BENEFIT PROVIDERS TO CONTACT ME
OR MY COMPANY BY MAIL, PHONE, FAX OR E-MAIL REGARDING NAIT MEMBERSHIP AND MEMBER BENEFITS.

SIGNATURE: _____

DATE: _____

RETURN TO:

MAIL: PO Box 901606, KANSAS CITY, MO 64190

E-MAIL: MemberBenefits@NAITUSA.com

FAX: (816) 713-1333

FOR ADDITIONAL INFORMATION ON YOUR TOTAL BENEFIT PACKAGE VISIT www.naitusa.com OR CALL (800) 821-8014

Follow us on Twitter: @naitusa



FMCSA

Federal Motor Carrier Safety Administration

Part 395- Hours of Service Electronic Log Device

1. Have a blank paper log book accessible in case device fails.
2. If the unit fails, the written log has to have the complete 24 hours day (12:00am to 12:00am) accounted for.
3. Have in possession the last 8 days of logs available in case if they are requested by any officer.
4. Have access to instruction manuals available for any officer performing an inspection.
5. Off duty driving is when your bobtailing for personal use.
6. On duty is any time spent on work related load, vehicle, location.

I hereby acknowledge that failure to comply with the above FMCSA regulations is considered breach of contract.

Print Name: _____
(Independent Contractor/Driver)

Signature: _____

LOG POLICY / LOG VIOLATIONS

During the past few months we have had a lot of drivers being careless with going over their OnDuty/Driving/Cumulative & 30mins break times. As of August 1, 2014, any driver that is found to be in violation of any of the above mentioned status' will be fined. **Sunset Pacific does NOT want “your” money; we just want ALL drivers to be responsible and compliant with D.O.T and company policy regulations.**

Below are the fines:

- \$5 dollars per minute for going over **On Duty & 30min break**
 - \$10 dollars per minute for going over **Driving & Cumulative**
- PLEASE NOTE WE HAVE A ZERO TOLERANCE FOR DRIVING & CUMULATIVE**

Drivers with multiple violations will meet with the Safety Manager; shall receive log training; and will not be able to be dispatched until released and cleared.

If you do not have sufficient hours to run a trip, it is **YOUR RESPONSIBILITY TO ADVISE DISPATCH OF THE FACT.** IT IS D.O.T. AND COMPANY POLICY THAT OUR INDEPENDENT CONTRACTOR'S, OWNER OPERATORS, **AND** DRIVERS FOR OWNER OPERATORS COMPLY WITH THE HOURS OF SERVICE REGULATIONS.

FOR **ANY “OUT OF SERVICE”** INFRACTION, THERE WILL BE A FINE OF **\$500.00**

.....

LOG DISCIPLINARY PROCESS

HOURS OF SERVICE:

Violations of the hours of service regulations and falsified logs will be handled in the following manner;

1. FIRST INFRACTION – Verbal notice & consultation
2. SECOND INFRACTION – Written notice, warning & log class
3. THIRD INFRACTION – 2nd written notice, meet with Ops Manager, possible termination
4. FORTH INFRACTION – Automatic Termination

Log falsifications include: logging in under Off Duty driving while under dispatch and showing the truck moving while logged as On Duty, Off Duty, or Sleeper Berth.

MUST BE SIGNED BY DRIVER

By signing below,

- I am acknowledging that Sunset Pacific Transportation has explained the policies and expectations regarding Hours of Service
- I am aware of all potential charges that are dependent of my actions.
- I agree to abide by and understand all of what is mentioned above.

DATE: ____ / ____ / ____ PRINT

SIGNATURE: _____

FMCSR Title 49, CFR 395.8 (j)(2)
Independent Contractor/Driver for Independent Contractor
On Duty Hours/Data Sheet

Full Name (print): _____
Social Security# or EIN #: _____
Motor Vehicle Operator's License Number: _____
Type of License: _____ Issuing State: _____

Rule 395.8 (j)(2) Federal Motor Carrier Safety Regulations.

Motor Carrier Instructions: Company 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.

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 _____
Company Representative

CHECK LIST FOR INTERMITTENT, CASUAL OR OCCASIONAL DRIVER

The qualification file for an intermittent, casual, or occasional driver contracted under the rules in Sec. 391.63 must include the following forms as per FMCSR Section 391.51(d).

1. **Medical Examiner's Certificate-** The medical examiner's certificate of his physical qualification to drive a motor vehicle or a legible photographic copy of the certificate pursuant to PART 391.43 _____
2. **Certificate of Driver's Road Test-** The certificate of driver's road test issued to the driver pursuant to Sec. 391.31(e), or a copy of the license or certificate which the motor carrier accepted as equivalent to the driver's road test pursuant to PART 391.31 _____

Please note that pertinent drug/alcohol testing regulations must also be complied with for an intermittent, casual, or occasional driver.



Quick – Pay Fee Schedule

ACH/Direct Deposit!!!! (no fee for ACH/Direct Deposit)

Fuel Advance	8.50%
--------------	-------

*Same Day Quick Pay (Check Only) Pick up/Mail	7.00%
---	-------

(No Funds Hold) Invoice must be received by 10 am, no exceptions

* <u>Next Day</u> Quick Pay and Direct Deposit	5.35%
---	-------

(No Funds Hold)

*2-Day Quick Pay and Direct Deposit	4.49%
-------------------------------------	-------

(No Funds Hold)

*5-Day Quick Pay and Direct Deposit	3.49%
-------------------------------------	-------

(No Funds Hold)

* 30 Day Direct Deposit	No Charge
-------------------------	-----------

-All fees are deducted from the invoice before the QP fee is applied.

*-PLEASE INDICATE YOUR PREFERENCE ON **EACH AND EVERY** INVOICE, OTHERWISE IT MAY DELAY PROCESSING.*

-Also indicate if you want your payment mailed, or if you would like to pick up the check, or direct deposit.

***With Invoice and ALL Proofs of Delivery (POD's) – Must be legible, NO EXCEPTIONS**

Please allow 3 days for initial direct deposit set-up.

For more information you can contact your Logistics Supervisor or

Accounts Payable (909) 696-3063 Karina M-F 8:00am to 5:00pm

or by email logistics@sunsetpacific.com



SUNSET PACIFIC

L O G I S T I C S

Vendor ACH/Direct Deposit Setup Form

(U.S. Banks only)

VENDOR INFORMATION

Date:			
Vendor Name:			
Street Address: City, State, Zip			
Federal Tax ID or Social Security No.:			
Send remit advice to email address:			
Type of Account:	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>	

VENDOR BANK INFORMATION

Vendor Name as listed on Account:			
Bank Name:			
Bank Address: City, State, Zip			
Bank Account #			
ACH Routing # (9 digits)/ABA No.			
Payment Terms desired:			
	Pre-established Terms – No Fee	<input type="checkbox"/>	2-Day Quick Pay 4.49%
	Next Day Quick Pay – 5.35%	<input type="checkbox"/>	5-Day Quick Pay 3.49%

I certify that I am an authorized representative of the above stated vendor and am authorized to allow the deposit of electronic funds into the business account of such vendor:

Vendor Signature:		Date:	
Name (Printed):		Phone:	
Title:			
Email Address:			

*Please email this completed form AND a voided check to:
logistics@sunsetpacific.com or fax to (909) 696-3063. If a voided check is not received, the request will not be processed.

LEASED CARRIER DEDUCTION SHEET

Truck # _____ Date of Contract: _____

Carrier: _____

Driver(s): _____

☒ **INSURANCE DEPOSIT** - \$1050 TO BE DEDUCTED IN INCREMENTS OF \$150
UNTIL ENTIRE AMOUNT IS PAID IN FULL

☒ **MAINTENANCE ESCROW** - MAXIMUM \$1050 DEDUCTED IN INCREMENTS OF \$150
PER SETTLEMENT AFTER DEPOSIT HAS BEEN DEDUCTED IN FULL

☒ **\$ 750 INSURANCE - \$750 REQUIRED (includes Liability, Cargo)**
WAIVE CURRENT MONTH PLUS NEXT FULL MONTH

☒ **\$ 100 FUEL TAX - \$100 REQUIRED**
WAIVE CURRENT MONTH PLUS NEXT FULL MONTH

☒ **\$ 250 PHYSICAL DAMAGE \$250**
WAIVE CURRENT MONTH PLUS NEXT FULL MONTH

☒ **\$ 150 OCC/ACC \$150** NOT ELIGIBLE FOR "DRIVERS" OWNER ONLY, MUST HAVE WORK COMP FOR DRIVERS
WAIVE CURRENT MONTH PLUS NEXT FULL MONTH **PROVIDER-** _____

☒ **\$ 220 LICENSE PLATES - \$220**
WAIVE CURRENT MONTH PLUS NEXT FULL MONTH

☒ **\$ 200 Trailer Lease -** Per Month Per Trailer (Per Truck)

☒ **\$ Total Monthly Deduction is \$**

Owner's Signature _____

Recruiter's Signature _____

Manager's Signature _____

Referred By _____

FMCSR PART 391.23 Investigation and Inquiries

Authorization Form

“Motor Vehicle Report”

I, _____, authorize Sunset Pacific Transportation, Inc. to

(Print Full Name)

to order and review my Motor Vehicle Driving Record through the DMV Pull Notice program for eligibility purposes.

Independent Contractor/Driver for Independent Contractor: Driver's License

Number:

License Expiration Date:

Authorization Date:

Years Class “A” Experience:

Signature

REQUIRED DOCUMENTS

CDL: Front-	Back-	DMV Medical Certificate:
Social Security Card:		Truck Cab Card:
Truck Registration or Title:		Last Registration copy:
Truck Bill of Sale:		IRS 2290 Form:
Truck Annual Inspection Report:		Truck 90-Day BIT inspection report:
Voided Check:		Side Picture of the Truck:
DMV Vin Verification Form: <i>*To be completed by an authorized Vin Verifier. Click Here for verification locations*</i>		

Sunset Pacific Transportation, Inc.

13875 Norton Avenue

Chino, CA 91710

Phone: (800) 280-1677 & (909) 464-1677 or Fax: (909) 993-0659

PERSONAL DESCRIPTION

FULL NAME _____
(Last) (First) (Middle)

S.S.# or EIN#: _____ DATE OF BIRTH ____/____/____

ADDRESS _____
(Street) (City) (State) (Zip)

PHONE: (____) _____ CELL PHONE: (____) _____

ADDRESS FOR LAST 3 YEARS:

STREET _____ CITY _____ STATE _____ ZIP _____
STREET _____ CITY _____ STATE _____ ZIP _____
STREET _____ CITY _____ STATE _____ ZIP _____

EXPERIENCE AND QUALIFICATIONS

CDL #: _____ From the state of: _____ Expires on: _____ License type: _____

List CDL endorsements: _____

DRIVING EXPERIENCE

	TYPE OF EQUIPMENT:	NUMBER OF YEARS:	STATES YOU HAVE DRIVEN IN:
TRACTOR / TRAILER			

ACCIDENT RECORD FOR THE LAST 3 (THREE) YEARS

DATE:	NATURE OF ACCIDENT:	No. of FATALITIES:	No. of INJURIES:	COMMERCIAL VEHICLE	PERSONAL VEHICLE

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE LAST 3 (THREE) YEARS (OTHER THAN PARKING)

STATE:	DATE:	CHARGE:	PENALTY:	COMMERCIAL OR PERSONAL VEHICLE:

I/C or Driver for I/C: _____ MC#: _____ Tractor Engine Year: _____ Model: _____

How did you hear about us? _____

MUST BE READ AND SIGNED BY REVIEWEE:

- I agree and understand that any misrepresentations of information given above shall be considered an act of falsification.
- I agree and understand that the contractor or his agents may investigate my background to ascertain any and all information submitted is factual.

This certifies that this form 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: _____

All persons to drive in interstate commerce, must provide the following information on all companies during the preceding 3 years. List their complete mailing address, street number, city, state and zip code. Persons to drive a commercial motor vehicle* in interstate or intrastate commerce shall also provide an additional 7 years' information on those previous companies for whom he/she operated such vehicle.

(NOTE: List companies in reverse order starting with the most recent.)

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐
WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐
WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

USE THIS SHEET FOR ADDITIONAL CONTRACTOR/EMPLOYMENT HISTORY INFORMATION

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

USE THIS SHEET FOR ADDITIONAL CONTRACTOR/EMPLOYMENT HISTORY INFORMATION

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO		
ADDRESS	MO.	YR	MO.	YR
CITY	STATE	ZIP	POSITION HELD	
CONTACT PERSON	PHONE NUMBER		RATE	

REASON FOR LEAVING: _____

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

USE THIS SHEET FOR ADDITIONAL CONTRACTOR/EMPLOYMENT HISTORY INFORMATION

<i>COMPANY NAME:</i>	FROM	TO
ADDRESS	MO. YR	MO. YR
CITY STATE ZIP	POSITION HELD	
CONTACT PERSON PHONE NUMBER	RATE	
REASON FOR LEAVING: _____		

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

<i>COMPANY NAME:</i>	FROM	TO
ADDRESS	MO. YR	MO. YR
CITY STATE ZIP	POSITION HELD	
CONTACT PERSON PHONE NUMBER	RATE	
REASON FOR LEAVING: _____		

WAS YOUR JOB DESIGNATED AS A SAFETY-SENSITIVE FUNCTION IN ANY DOT-REGULATED MODE SUBJECT TO THE DRUG AND ALCOHOL TESTING REQUIREMENTS OF 49 CFR PART 40? YES ☐ NO ☐

WERE YOU SUBJECT TO THE FMCSR'S WHILE DRIVING? ☐ YES ☐ NO

*Includes vehicles a GVWR of 26, 001 lbs. or more, vehicles designed to transport 16 or more passengers (including the driver), or any size vehicle used to transport hazardous materials in a quantity requiring placarding.

†The Federal Motor Carrier Safety Regulations (FMCSRs) apply to anyone operating a motor vehicle on a highway in interstate commerce to transport passengers or property when the vehicle: (1) weighs or has a GVWR of 10,001 pounds or more. (2) is designed or used to transport more than 8 passengers (including the driver), OR (3) is of any size and is used to transport hazardous materials in a quantity requiring placarding.

DAC - DISCLOSURE AND RELEASE

In connection with my potential contracting with you, I understand that consumer reports which may contain public record information maybe requested from DAC Services, Tulsa, Oklahoma. These reports may include the following types of information: names and dates of previous employers, reason for termination of employment, work experience, accidents, etc. I further understand that such reports may contain public record information concerning my driving record, workers' compensation claims, criminal records, etc., from federal, state and other agencies which maintain such records; as well as information from DAC concerning previous driving record requests made by others from such state agencies, and state provided driving records.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY DAC TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to DAC, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information; and the recipients of any reports on me which DAC has previously furnished within the two-year period preceding my request. I hereby consent to your obtaining the above information from DAC, and I agree that such information, which DAC has or obtains, and my contract/ employment history with you if I am contracted, will be supplied by DAC to other companies, which subscribe to DAC Services.

I hereby authorize procurement of consumer report(s). If contracted, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my contract period.

Print Name

Social Security Number

Applicant's Signature

Date

FMCSR PART 391.23 Investigation and Inquiries

Release Authorization

"Motor Vehicle Report"

(a)(1) An inquiry to each State where the driver held or holds a motor vehicle operator's license during the preceding three years to obtain that driver's motor vehicle record.

(a)(2) An investigation of the driver's safety performance history with Department of Transportation regulated companies during the preceding three years.

In conjunction with a potential contract with Sunset Pacific Transportation, Inc., I, _____, consent to the release of my Motor Vehicle Records (MVR) and driver license investigation. I understand the company will use these records to evaluate my suitability to fulfill driving duties. I also consent to the review, evaluation, and other use of any MVR I may have provided to the company. This consent is given in satisfaction of Public Law 18 USC 2721 et. Seq., "Federal Drivers Privacy Protection Act", and is intended to constitute "written consent" as required by this Act.

I understand that I will disclose whether I have been issued a driver license in the same or different name to operate any type of motor vehicle in another state or other jurisdiction during the previous years.

This requirement is for DOT requirements use only and is good for 30 days from the date of signing.

ACKNOWLEDGEMENT:

I understand that if it is determined that the information provided has been falsified, Sunset Pacific Transportation, Inc. will disqualify me and terminate any contract that I may have with them.

Signature: _____ Date: _____

Drivers' License Number: _____ State: _____

PROVIDE THE FOLLOWING: [Name as shown on your Driver License(s)]

Name: First, Middle, Last (*Jr., Sr., III*)

Other State/Jurisdiction: (For each license issued, complete all sections, even if same)

State/Country of Issuance (MM/DD/YY)	Driver License Number	Social Security Number	Birth Date
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Name (First Middle, Last, Suffix (*Jr., Sr., III*))

Sex
☐ MALE ☐ FEMALE

State/Country of Issuance (MM/DD/YY)	Driver License Number	Social Security Number	Birth Date
---	-----------------------	------------------------	------------

Name (First Middle, Last, Suffix (*Jr., Sr., III*))

Sex
☐ MALE ☐ FEMALE

FMCSR PART 391.23 Investigation and Inquiries

Authorization Form

“Motor Vehicle Report”

I, _____, authorize Sunset Pacific Transportation, Inc. to

(Print Full Name)

have their insurance broker, Allen Lawrence & Associates, Inc. order and review my Motor Vehicle Driving Record and advise Sunset Pacific Transportation if I meet the insurance company underwriting guidelines as a driver being eligible to contract under Sunset Pacific Transportation, Inc.’s motor carrier authority.

Independent Contractor/Driver for Independent Contractor:

Driver’s License Number:

License Expiration Date:

Authorization Date:

Years Class “A” Experience:

Print Full Name

Signature

CONSUMER DISCLOSURE AND AUTHORIZATION FORM

Disclosure Regarding Background Investigation

Sunset Pacific Transportation may request, for lawful contract purposes, background information about you from a consumer reporting agency in connection with your contracting (including independent contractor assignments, as applicable). This background information may be obtained in the form of consumer reports and/or investigative consumer reports (commonly known as “background reports”). An “investigative consumer report” is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews), the most common form of which is checking personal or professional references. These background reports may be obtained at any time after receipt of your authorization and, if you are contracted or engaged by the Company, throughout your contract period, as allowed by law.

HireRight, Inc. (“HireRight”), or another consumer reporting agency, will prepare or assemble the background reports for the Company. HireRight is located and can be contacted by mail at 3349 Michelson Dr. Suite 150 Irvine, CA 92612, and HireRight can be contacted by phone at (866) 521-6995. Information about HireRight’s privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

The background report may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be obtained include, but are not limited to: social security number verifications; address history; credit reports and history; criminal records and history; public court records; driving records; accident history; worker’s compensation claims; bankruptcy filings; educational history verifications (e.g., dates of attendance, degrees obtained); employment history verifications (e.g., dates of employment, salary information, reasons for termination, etc.); personal and professional references checks; professional licensing and certification checks; drug/alcohol testing results, and drug/alcohol history in violation of law and/or company policy; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing.

This information may be obtained from private and public record sources, including, as appropriate: government agencies and courthouses; educational institutions; former employers; and, for investigative consumer reports, personal interviews with sources such as neighbors, friends, former employers and associates; and other information sources. If the Company should obtain information bearing on your credit worthiness, credit standing or credit capacity for reasons other than as required by law, then the Company will use such credit information to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being evaluated.

You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

A summary of your rights under the Fair Credit Reporting Act, as well as certain state-specific notices, are also being provided to you.

ADDITIONAL STATE LAW NOTICES

If you are a contractor in any of the states listed below, please also note the following:

<p>CALIFORNIA: Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency (e.g., HireRight) during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the consumer reporting agency’s offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The</p>

consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity. Additional California-specific information is set out below.

MAINE: You have the right, upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company, within five business days of our receipt of your request, the name, address and telephone number of the nearest office designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such reports.

MASSACHUSETTS: You have the right to know whether the Company requested an investigative consumer report about you and, upon written request to the Company, to receive a copy of any such report. You also have the right to ask the consumer reporting agency (e.g., HireRight) for a copy of any such report.

MINNESOTA: You have the right in most circumstances to submit a written request to the consumer reporting agency (e.g., HireRight) for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within 5 days after its receipt of your request or the report was requested by the Company, whichever date is later.

NEW JERSEY: You have the right to submit a request to the consumer reporting agency (e.g., HireRight) for a copy of any investigative consumer report the Company requested about you. A summary of your rights under the New Jersey Fair Credit Reporting Act is set out below.

NEW YORK: You have the right, upon written request, to be informed of whether or not the Company requested a consumer report or an investigative consumer report about you. Shown above is the address and telephone number for HireRight, the consumer reporting agency used by the Company. You may inspect and receive a copy of any such report by contacting that consumer reporting agency. A copy of Article 23-A of the New York Correction Law is provided below.

WASHINGTON STATE: If the Company requests an investigative consumer report, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You are entitled to this disclosure within 5 days after the date your request is received or the Company ordered the report, whichever is later. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act, which is also set out below.

Authorization of Background Investigation

I have carefully read and understand this Disclosure and Authorization form and the attached summary of rights under the Fair Credit Reporting Act. By my signature below, I consent to preparation of background reports by a consumer reporting agency such as HireRight, Inc. ("HireRight"), and to the release of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for contracting (including independent contractor assignments, as applicable), or for other lawful employment purposes. I understand that if the Company contracts me for my services, my consent will apply, and the Company may, as allowed by law, obtain additional background reports pertaining to me, without asking for my authorization again, throughout my contract period from HireRight and/or other consumer reporting agencies.

I understand that information contained in my contractor form, or otherwise disclosed by me before or during my contract assignment, if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing herein shall be construed as an offer of contract for services.

I hereby authorize all of the following, without limitation, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local agencies, learning institutions (including public and private schools, colleges and universities), testing agencies, information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present employers, the military, and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form, will be valid for any background reports that may be requested by or on behalf of the Company.

☐ **California, Minnesota or Oklahoma applicants only:** Please check this box if you would like to receive (whenever you have such right under the applicable state law) a copy of your background report if one is obtained on you by the Company.

Last Name _____ First _____ Middle _____
(Independent Contractor/Driver for Independent Contractor)

Signature _____ Date _____

Code of Regulations Title 49, PART 391.23

INVESTIGATION and INQUIRIES

Driver's Statement - Rebuttal of Previous Company Information

Per the Title 49 CFR, 391.23 (i)(1) through (k)(2), I hereby acknowledge the following:

- (i) The right to review information provided by previous companies.
- (ii) The right to have errors in the information corrected by the previous contractor/employer and for that previous company to re-send the corrected information to the prospective company.
- (iii) The right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and I 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 company. This may be done as late as 30 days after being contracted or being notified of denial of contract. Prospective company must provide this information within five business days of receiving the written request. If prospective company has not yet received the requested information from the previous companies, 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 company making them available, the prospective company may consider you to have waived your request to review the record.

I also understand that if I wish to request correction(s) of alleged erroneous information in records forwarded by previous companies that I must make the written request myself.

Full Name (print) _____

Signature _____

Date _____

Certification of Violations and Annual Review of Driving Record

Motor Carrier: FMCSR Section 391.25 states that each motor carrier shall, at least once every 12 months, make an inquiry into the driving record of independent contractor/driver for independent contractor, covering at least the preceding 12 months, to the appropriate agency of every State in which the driver held a commercial motor vehicle operator's license or permit during the time period. Drivers who have provided information required by Section 383.31 need not repeat that information on this form.

Independent Contractor/Driver for Independent Contractor: Section 391.27(b) states that each driver shall furnish the list required in accordance with paragraph (a) of this section. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed, he/she shall so certify.

Independent Contractor/Driver- Please complete this Certification of Violations

Print Full Name:	Social Security #	State of Residence
License #	State of Issue	Expiration Date

Date	Offense	Location	Type of Vehicle Operated
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If you have not had any violations please check this box ☐

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

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 twelve 12 months.

Signature _____ Date _____

Motor Carrier – Please complete the Annual Review of Driving Record

FMCSR requires that the Motor Carrier reviews the information listed above and any other information as described in Federal Motor Carrier Safety Regulations Part 391.25 and completes the requested information below.

I have hereby reviewed the driving record of the above named independent contractor/driver in accordance with Section 391.25 and find that he/she: (Select one of the following:)

- ☐ Meets the minimum requirements for safe driving and may drive a motor vehicle pursuant to Sec. 391.15
- ☐ Is disqualified to drive a motor vehicle pursuant to Sec. 391.15
- ☐ Does not adequately meet satisfactory safe driving performance

Action taken: _____

Reviewed By (Signature) Elsa Sifuentes Date _____

Print Full Name _____ Elsa Sifuentes Title _____ Safety

Motor Carrier Name _____ Sunset Pacific Transportation

Motor Carrier Address _____ 14522 Yorba Ave. Chino, CA 91710



SUNSET PACIFIC TRANSPORTATION

LEASED CARRIER AGREEMENT
BETWEEN
SUNSET PACIFIC TRANSPORTATION INC. (USDOT # 230428)
AND
LEASED CARRIER

This Agreement is effective as of this _____ day of _____,
2023, at _____:_____ (am/pm) by and between ,
_____ referenced to hereafter as "**LEASED CARRIER**"
located at

_____(Street)(City)(State)(Zip)
and **SUNSET PACIFIC TRANSPORTATION INC.**, referenced to as "**SPT**" located at: **14522 YORBA AVE.,
CHINO, CA 91710.**

LEASED CARRIER is the owner of the equipment described in this Agreement and drives and/or will provide drivers fully qualified under all applicable federal and state laws to operate that equipment in interstate and/or intrastate commerce.

SPT is in the business of offering and providing motor carrier services to the shipping public and desires to retain the equipment and driver services of LEASED CARRIER to meet its transportation commitments. SPT is authorized to conduct operations in interstate and/or intrastate commerce pursuant to operating authorities issued by the appropriate federal and state agencies.

SPT desires to enter into an agreement to engage LEASED CARRIER, as an Independent LEASED CARRIER, for the purpose of transporting goods in intrastate and interstate commerce, as may be provided by SPT. LEASED CARRIER desires to contract with SPT to transport said commodities. Therefore, in consideration of mutual promises and agreements set in this Leased Carrier Agreement ("Agreement"), SPT and LEASED CARRIER agree as follows:

1. Copies of this Agreement. This Agreement shall be executed in triplicate. The SPT will give one executed copy of this Agreement to the LEASED CARRIER, retain one executed copy for itself, and the third executed copy of this Agreement will be placed in the LEASED CARRIER's equipment for the duration of the agreement. This will satisfy the requirements of 49 CFR Part 390.

2. Licenses, Permits and Equipment. Independent LEASED CARRIER (hereinafter referred to as "LEASED CARRIER") 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. LEASED CARRIER has title to the vehicle(s) described in this Agreement (hereinafter referred to as "LEASED CARRIER Equipment") or has the right to the exclusive use of this LEASED CARRIER Equipment, and has lawful possession of this LEASED CARRIER Equipment. LEASED CARRIER 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. LEASED CARRIER 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.

LEASED CARRIER is free to accept or reject any shipment offered by SPT. LEASED CARRIER is free to provide vehicles not identified as Equipment and professional truck driving services to other motor CARRIERS during the term of this Agreement. LEASED CARRIER is also free to provide the Equipment to other motor carrier's during the term of this Agreement in accordance with the requirements of federal law, as described in this Agreement. Throughout this Agreement, "LEASED CARRIER's workers" and "LEASED CARRIER's drivers" include LEASED CARRIER if LEASED CARRIER elects to personally perform any aspect of this Agreement.

3. Exclusive Possession and Control by SPT. SPT shall not have the exclusive possession, control, and use of the equipment, and shall not assume complete responsibility for the operation of the equipment, for the duration of the Agreement, *except as required by Federal Law and the FMCSA*. Any "control" of the equipment is strictly for the purpose of satisfying 49 CFR § 376.12, et. seq. (See Paragraph 6). If so placed, any Placard or other identification of SPT's Logo and Authority will be removed when LEASED CARRIER's equipment is not being used to haul freight on behalf of SPT. SPT does not agree to make any minimum use of the equipment, to use LEASED CARRIER's equipment at any particular time or location, or to furnish any specified number of shipments to LEASED CARRIER or to guarantee any amount of revenue to LEASED CARRIER. LEASED CARRIER is not obligated to accept any specific shipment offered by SPT.

LEASED CARRIER shall determine:

- A. When to depart in order to comply with the customers scheduling.
- B. The condition and suitability of the equipment.
- C. Fitness of the driver and the availability of adequate hours of service within which to complete the agreed trip.
- D. Selection of routes and safety of road and climatic conditions
- E. Rest, break, fueling, maintenance, repair and lunch stops.
- F. Where the vehicle is to be fueled, maintained, repaired and operating condition assessed.
- G. The operator's physical condition to perform the duties undertaken.
- H. How Insurance will be secured for LEASED CARRIER's operation.

4. Identification of Equipment. During the period of the Agreement, and while the equipment is being operated on behalf of the SPT, the equipment shall be identified in accordance with all applicable federal and state regulations.

5. Scope of Operations. During the term of this Agreement, LEASED CARRIER may contact SPT from time to time to determine whether SPT has any shipments that require transportation. In the event SPT has shipments that LEASED CARRIER agrees to transport, SPT shall notify LEASED CARRIER of the cargo to be transported and of the time and location to load same, all within a reasonable time prior to the required delivery time. Thereafter, LEASED CARRIER will, without delay, cause said cargo to be transported to the place designated by SPT and their customer. This Agreement shall not be construed as an agreement by SPT to furnish any specific amount of goods, cargo, or loads for transportation by LEASED CARRIER in any particular time or place. SPT makes no guarantee of minimum payment for use of the LEASED CARRIER Equipment. Likewise, LEASED CARRIER shall have the right, at its discretion, to decline to transport any shipment tendered to it by SPT, or to refuse to perform specific requests by SPT to provide transportation.

Subject only to requirements imposed by law, LEASED CARRIER shall direct, in all respects, the operation of its LEASED CARRIER Equipment used, and shall exercise full discretion and judgment as an Independent LEASED CARRIER in determining the means and methods of performance of service under the terms of this Agreement.

6. Status of LEASED CARRIER as Independent CONTRACTOR. LEASED CARRIER shall be an independent CONTRACTOR with respect to the transportation operations conducted on behalf of the SPT at all times during the period this agreement is in effect. Neither LEASED CARRIER nor its employees are to be considered employees of SPT at any time. Neither party is the agent of the other, nor shall either party have the right to bind the other by contract or otherwise except as specifically provided herein. LEASED CARRIER has the right to decline any load offered by SPT, without incurring any negative repercussions, including, but not limited to, monetary penalties, refusal to dispatch, or adverse disciplinary or administrative actions.

LEASED CARRIER will act solely in the capacity of an independent LEASED CARRIER and not as an employee, agent, joint-venturer or partner of SPT for any purpose whatsoever. SPT shall have no right to, and shall not exercise, control over the manner or prescribe the means used or method of accomplishing those services which the parties are contracting for pursuant to this agreement. The general public and all governmental agencies regulating such activities shall be so informed, provided however that, to the extent required by 49 CFR section 376.12 (C) (1), SPT "... Shall have exclusive possession, control and use of the equipment for the duration of the lease", and "... Shall assume complete responsibility for the operation of the equipment for the duration of the lease." The parties are likewise mindful that 49 CFR § 376.12(c)(4) provides as follows: "Nothing in the provisions required by paragraph (C) (1) of this section is intended to affect whether the LEASED CARRIER or driver provided by the LEASED CARRIER is an independent LEASED CARRIER or an employee of the LEASED CARRIER. An independent LEASED CARRIER relationship may exist when a SPT lessee complies with 49 USC § 14102 and attendant administrative requirements." As such, any control exercised over LEASED CARRIER's equipment is solely for the purpose of complying with 49 USC § 14102.

LEASED CARRIER—as an independent LEASED CARRIER, not an employee—agrees that LEASED CARRIER is responsible for paying all operating expenses. LEASED CARRIER is entitled to gross compensation only upon the full performance of any trip offered by SPT and accepted by LEASED CARRIER.

7. Record of Transactions. In compliance with 49 C.F.R. § 376.11(d)(1) (or any successor regulation), SPT shall prepare and keep records covering each trip for which LEASED CARRIER's equipment is used in SPT's service. Those documents shall contain the name of the LEASED CARRIER, the point-of- origin, the time and date of departure, and the point of final destination. Further, SPT shall have to present documents containing the above-specified information identifying the lading and acknowledging that the transportation is performed under the appropriate authority. Those documents shall be preserved by SPT as part of its transportation records.

8. SPT's Responsibility to Provide Shipments. SPT agrees to make shipments available from time-to-time for transportation by the LEASED CARRIER. SPT shall exercise reasonable efforts to make shipments available, although this shall not be construed as an Agreement by SPT to furnish any specific number of loads, or pounds of freight for transportation by the LEASED CARRIER at any particular time or place.

9. Compensation to LEASED CARRIER. Compensation for the use of the equipment and transportation services provided by LEASED CARRIER shall be at the rates specified in Appendix A attached hereto and made a part hereof. The compensation to be paid hereunder includes compensation for both the equipment and a qualified commercial driver who LEASED CARRIER selects to operate said equipment. Compensation becomes payable upon the satisfactory completion of each singular service as agreed by LEASED CARRIER or his or her agent. Satisfactory completion includes physical delivery of the shipment as agreed and in good condition and the submission to SPT of the documents validating said physical delivery. Compensation shall be on a "load by load" basis according to SPT's rates as set forth in appendix A.

Required documents will include Electronic Logging Device (ELD) records, interchange receipts, delivery receipts, trip permits, bills of lading, toll receipts, wait receipts, and other such documents as may be required by the laws of the United States or any sovereign state. LEASED CARRIER will be paid within 15 days following submission of the required documentation pursuant to Federal law. In the event LEASED CARRIER does not submit said required documents (e.g., Bills of Lading, Receipts, etc.) within 7 days of completion of a job; SPT is under no obligation to pay LEASED CARRIER for any job where more than 30 days has elapsed since the job was completed. There will be no exceptions to this rule: It is the LEASED CARRIER's responsibility to timely supply the requisite documents for payment.

SPT may deduct from any payment otherwise due LEASED CARRIER all, or part of, any amount for which LEASED CARRIER is indebted to SPT either under this agreement, any attachment here to or any other bilateral agreement between the parties hereto. Such deductions include, but are not limited to, penalties for hours-of-service violations, required maintenance not performed or neglected by LEASED CARRIER, Freight or Cargo claims, and failure to contribute to insurance premiums if LEASED CARRIER elects to purchase insurance through SPT.

10. Compensation for Loading, Unloading, Detention and Accessorial Services. Shipper will perform loading at origin and receiver will perform unloading at destination. SPT is responsible for the full cost of any loading or unloading services incurred. Should LEASED CARRIER be requested and agree to perform the loading or unloading of a shipment, LEASED CARRIER will be compensated by SPT at the rate

specified in Appendix A. SPT will not separately or specially compensate LEASED CARRIER for Detention time less than 2 hours for each instance of loading and unloading any given load.

11. Compensation for Empty Mileage. Empty mileage incurred by LEASED CARRIER in the service of SPT, specifically those miles operated to make a pickup or return from a delivery, or proceeding between loaded runs, will be specially compensated by SPT: see “Deadhead” as referenced in Appendix A.

12. Reserved.

13. Payments to LEASED CARRIER. SPT shall pay LEASED CARRIER for all services provided under this agreement within fifteen (15) calendar days after LEASED CARRIER's submission of the documents required for SPT to secure payment from SPT's customers. Those documents include, and SPT requires, that all Independent LEASED CARRIERS utilize SPT's ELD (or one compatible with SPT's platform)¹, documents required by the Department of Transportation and those documents necessary for SPT to secure payment from its transportation customer, including the signed freight bill, delivery receipt, or bill of lading. Payment of compensation to the LEASED CARRIER is contingent upon submission of a bill of lading as to which no exceptions have been taken.

13.1. Settlement Compensation. LEASED CARRIER authorizes SPT to charge back to or deduct from LEASED CARRIER's gross compensation, Escrow Fund, or any money owed to LEASED CARRIER all amounts LEASED CARRIER owes to SPT

13.2. Changes to Deduction Table. SPT will notify LEASED CARRIER in writing of a change to the amount of any item listed or referenced in the Deductions Table. LEASED CARRIER will not be subject to that change until 55 days after the notice—or, if sooner, the time the third-party vendor has allowed—unless LEASED CARRIER signs an addendum consenting to the change, in which case the change described in the addendum will go into effect immediately upon signing. Otherwise, LEASED CARRIER's failure to object to the change constitutes LEASED CARRIER's consent to the change effective as of the date specified in the notice. If LEASED CARRIER notifies SPT of LEASED CARRIER's objection within that period and LEASED CARRIER and SPT are unable to resolve the matter to their mutual satisfaction, either party will have the right to terminate this Agreement immediately upon the change becoming effective

14. Documentation Supporting LEASED CARRIER's Compensation. LEASED CARRIER is responsible for compliance with all federal, state and municipal rules and regulations relating to filing of logs ELD compliance, timecards, or other documents, as well as documentation and notification of accidents in a timely manner as required by law. LEASED CARRIER shall indemnify and hold harmless SPT against any and all liability, including attorney's fees and other legal expenses from the failure of LEASED CARRIER to abide by this section of the agreement.

15. Inspection of SPT's Tariffs. Pursuant to 49 C.F.R. § 376.12(g) (or any successor regulation), the LEASED CARRIER is permitted to examine copies of SPT's tariff during normal business hours at SPT's terminal or other place(s) of business.

¹ Logbooks and logs are no longer required except if there is a malfunction with the ELD device.

16. Expenses Incurred in Operating Equipment. Except as may otherwise be provided in this agreement, LEASED CARRIER shall bear the operational expenses incurred in performing the transportation services requested by SPT under this agreement. Those expenses shall consist of and are limited to: fuel, fuel taxes, permits of all types, tolls, ferries, base plates and licenses, fines and penalties resulting solely from the acts or omissions of LEASED CARRIER, insurance costs relating to insurance coverage required to comply with this agreement as set out in Appendix A, federal highway use tax on the equipment, federal, provincial, state or city income taxes, and any self-employment or payroll taxes; and any sales, use, excise and other taxes due and owing to ownership or operation of the equipment. LEASED CARRIER shall also bear any expenses necessary to maintain the equipment in compliance with all applicable federal and state safety laws and regulations.

16.1 Overweight and Oversized Shipments: LEASED CARRIER agrees to ensure that all shipments are in compliance with the size-and-weight laws of the States, provinces, and localities through which the Equipment will travel, and to notify SPT if the vehicle is overweight, oversized, or in need of permits before commencing the haul. LEASED CARRIER agrees to pay or reimburse SPT for any costs or penalties due to LEASED CARRIER's failure to weigh each shipment or to notify SPT that the vehicle is overweight, oversized or in need of permits. LEASED CARRIER authorizes SPT to deduct or otherwise recover all such amounts.

16.2 Base Plates: LEASED CARRIER agrees to obtain and display on the Equipment the base plates necessary to operate the Equipment lawfully on SPT's behalf. If LEASED CARRIER chooses to have SPT obtain the base plates and deduct the expense from LEASED CARRIER's gross compensation, LEASED CARRIER will so indicate in Appendix A. If this Agreement is terminated prior to LEASED CARRIER's reimbursement of SPT's expense in full, LEASED CARRIER authorizes SPT to deduct any remaining amount from LEASED CARRIER's final settlement and/or Escrow Fund. If LEASED CARRIER removes and returns the plate(s) to SPT upon the termination of this Agreement and if SPT then receives a refund or credit for the plate(s) or resells the plate(s) to another LEASED CARRIER, SPT will refund to LEASED CARRIER a prorated share of the amount received by SPT, less any transfer or replacement fees owed to the plating jurisdictions. If LEASED CARRIER asks SPT to make any changes to a base plate (for example, to increase or decrease the vehicle weight bracket), SPT will use its best efforts to make the change and deduct or otherwise recover the amount stated in the Deductions Table in Appendix A.

16.3 Permits: LEASED CARRIER agrees to obtain and pay for all permits and licenses necessary under Applicable Law for LEASED CARRIER to operate the Equipment lawfully on SPT's behalf. In jurisdictions where LEASED CARRIER is responsible for obtaining permits to operate lawfully in their territories, LEASED CARRIER may either obtain and pay for all such permits on LEASED CARRIER's own or elect to have SPT obtain such permits for the amount stated in the Deductions Table in Appendix A, which amount SPT will deduct or otherwise recover from LEASED CARRIER. In jurisdictions where only SPT (not LEASED CARRIER) is eligible to apply for certain permits—such as the Oregon Weight-Mile Tax, to haul intrastate on SPT's behalf in those States that impose initial per-vehicle filing fees for intrastate permits—SPT will obtain the permits and deduct or otherwise recover the amount stated in the Deductions Table in Appendix A. LEASED CARRIER agrees to return all permits issued in SPT's name to SPT upon termination of this Agreement. No refund will be made to LEASED CARRIER by SPT of the permit

expenses, even if returned permits are reused by SPT. LEASED CARRIER will be liable to SPT for all expenses incurred by SPT due to LEASED CARRIER's failure to return any permits. If LEASED CARRIER asks SPT to make any changes to a permit (e.g., to increase or decrease the vehicle weight bracket), SPT will use its best efforts to make the change and deduct or otherwise recover the amount stated in the Deductions Table in Appendix A. LEASED CARRIER may, upon request, obtain an itemization of the amounts SPT has advanced for LEASED CARRIER for permits, the portion of that amount already paid by LEASED CARRIER, and the portion remaining. This itemization will separately identify each amount paid to the issuing jurisdiction, plus SPT's administrative fee (if any), and any fees to a third-party service.

16.4 Fuel and Mileage Taxes and Reporting: LEASED CARRIER is responsible for obtaining an International Fuel Tax Agreement ("IFTA") permit and performing fuel and mileage tax reporting for the operation of the Equipment. If LEASED CARRIER elects to do so on LEASED CARRIER's own, LEASED CARRIER agrees to be solely responsible for calculating, reporting, and paying all fuel taxes owed for the operation of the Equipment; and agrees to indemnify, defend, and hold harmless SPT from all claims arising out of or relating to the fuel tax reporting and payment (not subject to the indemnity limits of this Agreement). If LEASED CARRIER instead elects to have SPT perform fuel and mileage reporting on LEASED CARRIER's behalf:

16.4.1 Advance Card: SPT will be deemed the reporting entity with respect to the Equipment and the fuel consumed by it. SPT will settle with LEASED CARRIER monthly and submit quarterly, in LEASED CARRIER's name, all applicable reports and payments of fuel taxes. SPT will furnish LEASED CARRIER with a card ("Advance Card") that LEASED CARRIER's workers may use only for fuel and, subject to SPT approval, maintenance for the Equipment. LEASED CARRIER's workers are free not to use the Advance Card, but in that event LEASED CARRIER agrees to promptly provide SPT with properly completed driver logs, original fuel receipts (each to be submitted with the corresponding log indicating the fuel purchase for which the receipt was obtained), original toll receipts, and an accounting of all fuel purchases and miles traveled by jurisdiction by the Equipment.

16.4.2 Fuel Tax Deductions or Credits: In addition to the flat periodic charge set forth in Appendix A, SPT will quarterly, with respect to LEASED CARRIER's operations in all taxing jurisdictions combined, either: (i) deduct or otherwise recover any net fuel use tax owed; or (ii) credit LEASED CARRIER for any net fuel use tax credit or refund due LEASED CARRIER. SPT will ensure that LEASED CARRIER receives, at least quarterly, summaries of credits and debits for fuel taxes on a state-by-state basis either on Settlement Statements or through separate accountings, at SPT's option.

16.4.3 Computation of Taxes: SPT will compute LEASED CARRIER's fuel use and mileage taxes on a fleetwide-average basis. If LEASED CARRIER fails to provide SPT complete and accurate fuel-tax-related records in time for SPT's computation of SPT's fuel tax reports and payments for the preceding month, SPT will compute LEASED CARRIER's fuel use taxes based on total miles dispatched by SPT at the miles-per-gallon rate stated in the Deductions Table in Appendix A.

17. Electronic Logging Device. To serve Customers' shipment-tracking demands and help fulfill government requirements, including compliance with the hours-of-service regulations, LEASED CARRIER must maintain in the Equipment an Electronic Logging Device ("ELD"). LEASED CARRIER may either provide an ELD that is fully interoperable with SPT's platform or elect to obtain one through SPT by making such an election in Appendix A. If LEASED CARRIER elects to obtain an ELD through SPT:

17.1 SPT-Furnished ELD: SPT will, at SPT's expense, furnish, install, and maintain in an operable condition an ELD in the Equipment. LEASED CARRIER will immediately return the ELD to SPT upon SPT's request or the termination of this Agreement. If the ELD is lost, damaged as a result of LEASED CARRIER's negligence, or not returned upon re-request or upon termination of this Agreement, LEASED CARRIER authorizes SPT to deduct or otherwise recover the entire expense incurred by SPT in recovering, repairing, or replacing the ELD. SPT will not be responsible for any loss or damage to the Equipment arising or resulting from the installation, use, or removal of the ELD. If LEASED CARRIER replaces the unit(s) of Equipment, LEASED CARRIER will bear the expense of removal and re-installation of the ELD in the replacement Equipment, and LEASED CARRIER authorizes SPT to deduct or otherwise recover all such expense.

17.2 Usage Fee: SPT will deduct or otherwise recover a usage fee for the ELD in the amount stated in the Deductions Table in Appendix A.

18. Purchase of Items from SPT. LEASED CARRIER is not required to purchase or rent any products, equipment, or services from or through SPT as a condition precedent or subsequent of entering into or continuing the agreement.

19. Charge Backs. SPT may not impose charge backs against the compensation due to the LEASED CARRIER except for cash advances or the actual cost to SPT for providing the specific items identified in Appendix A annexed hereto and made a part hereof. Appendix A identifies all items for which a charge back is authorized that are not otherwise specifically provided for in this agreement and shows how the amount is computed for each item to be charged back to the LEASED CARRIER. The LEASED CARRIER shall be entitled to copies of those documents necessary to determine the validity of all items charged back against compensation due to the LEASED CARRIER. Any accessorial fees incurred by LEASED CARRIER are subject to Customer's policy on reimbursement for said fees. LEASED CARRIER shall submit receipts within time required by Customer. All signs and permits issued to LEASED CARRIER upon startup are subject to a reasonable administrative fee incurred by SPT in securing said signs and permits

20. Loss and Damage Claims. SPT shall provide LEASED CARRIER with a written explanation and itemization of any deductions for cargo or property damage to be taken from LEASED CARRIER's compensation. LEASED CARRIER's liability for loss or damage to cargo transported on behalf of SPT is unlimited per incident where it is determined through investigation that such loss or damage is due to any act of LEASED CARRIER while the cargo is in the possession, custody, or control of LEASED CARRIER or due to the negligence of LEASED CARRIER or its employees. LEASED CARRIER will be provided a reasonable opportunity to present to SPT any documentation or other evidence demonstrating that the loss or damage was not due to LEASED CARRIER's act or omission or that of its employees. Except in the case of concealed loss or damage where the consignee did not have a reasonable opportunity to inspect

the goods upon delivery, the presentation of a signed, clear delivery receipt will be considered adequate to establish, without more, that LEASED CARRIER was not responsible for the loss or damage.

21. Fines. The LEASED CARRIER shall assume the risks and costs of fines for overweight and oversize trailers. Furthermore, LEASED CARRIER is responsible for and shall assume the risks and costs of fines for overweight and oversize trailers when transporting loads up to and beyond public scales (it is the LEASED CARRIER's responsibility to weigh trailers in such circumstances). SPT will take appropriate and reasonable action to the extent practical and feasible to ensure that its customers observe all applicable federal and state laws pertaining to the loading of freight on the LEASED CARRIER's equipment. However, LEASED CARRIER assumes a duty to exercise due care in the course of delivering a load and will be responsible for the risks and costs of fines for overweight and oversize trailers when, in the exercise of said due care, LEASED CARRIER knew, or should have known, that a trailer was overweight or oversize.

22. Cargo Claims: LEASED CARRIER agrees to immediately report all cargo claims to SPT, including all claimed shortages, overages, damages, or other exceptions to the cargo. If possible, LEASED CARRIER agrees to notify SPT of all cargo claims before leaving the Customer's or consignee's location. LEASED CARRIER's indemnity obligation to SPT in this Agreement will apply to each cargo claim, including but not limited to delay, shortages, mis-delivery, and any direct damage claim relating to lost, damaged, or contaminated loads arising out of or relating to LEASED CARRIER's services. LEASED CARRIER authorizes SPT to deduct or otherwise recover any such amounts.

23. Use of Trailing Equipment. For every trailer, chassis, or other unit of trailing equipment provided to LEASED CARRIER by SPT or SPT's Customer ("Trailing Equipment"):

23.1 SPT's Responsibilities SPT will be responsible for all expenses relating to regular maintenance of axles, brakes, and other electrical and mechanical systems, repairs of damage to Trailing Equipment attributable to reasonable wear and tear, and purchases of replacement tires for all of Trailing Equipment, provided these expenses are approved by SPT before the work is performed.

23.2 LEASED CARRIER's Responsibilities LEASED CARRIER agrees to be responsible for daily pre-trip and post-trip inspections, proper inflation of tires, prompt informing of SPT upon experiencing defective or malperforming tires, brakes, or other electrical or mechanical features of Trailing Equipment, and proper lubrication. LEASED CARRIER will be liable for the entire amount of, all repairs of all damage to the Trailing Equipment other than damage caused by ordinary wear and tear, as well as all expenses and indirect, special, and consequential damages resulting therefrom—including but not limited to storage costs while awaiting repair, towing or moving expenses, and replacement costs in the event of a total loss—arising out of or relating to LEASED CARRIER's use of Trailing Equipment, SPT's Customer's trailers, other SPT equipment, or equipment of any other carrier(s). LEASED CARRIER authorizes SPT to deduct or otherwise recover all these amounts. Before deducting any such damage from LEASED CARRIER's compensation, SPT will provide LEASED CARRIER with a written explanation and itemization of the deduction.

23.3 Return of Trailing Equipment: LEASED CARRIER agrees to return any Trailing Equipment in the same good condition as received by LEASED CARRIER, reasonable wear and tear excepted,

along with any and all other equipment and property belonging to SPT immediately upon SPT's request or upon termination of this Agreement. If Trailing Equipment is not in as good a condition as when it was delivered by SPT (reasonable wear and tear excepted), LEASED CARRIER authorizes SPT to restore Trailing Equipment to proper condition and to charge back to LEASED CARRIER the costs of these repairs or reconditioning. If LEASED CARRIER for any reason fails to return Trailing Equipment, LEASED CARRIER agrees to reimburse SPT for all reasonable expense, including attorneys' fees, incurred by SPT in recovery of Trailing Equipment. LEASED CARRIER agrees that if it is necessary for SPT to enter upon LEASED CARRIER's private property or move LEASED CARRIER's private property in order to recover Trailing Equipment, LEASED CARRIER grants SPT permission to do so. LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT (and SPT's agents) from any form of liability whatsoever in connection with the repossession; such indemnity obligation will not be subject to the limits in this Agreement.

24. Insurance Coverage. Under FMCSA regulations (49 C.F.R. Part 387) issued pursuant to 49 U.S.C. § 13906, SPT will maintain (through the purchase of insurance policies or an FMCSA-approved self-insurance program) "public liability" insurance (as defined in 49 C.F.R. § 387.5) at all times the Equipment is being operated on behalf of SPT. SPT must also maintain cargo loss-and-damage insurance at all times the Equipment is being operated on behalf of SPT. These coverages will be maintained at LEASED CARRIER's expense. SPT's possession of public liability and/or cargo loss-and-damage insurance will in no way affect LEASED CARRIER's indemnity obligations to SPT as provided for in this Agreement. SPT's public liability insurance and cargo insurance do not list LEASED CARRIER, either by class or individually, as an additional insured. If LEASED CARRIER wishes to insure LEASED CARRIER against bodily-injury, property-damage, environmental restoration, and cargo claims asserted directly against LEASED CARRIER by an injured third party, LEASED CARRIER must purchase and maintain LEASED CARRIER's own insurance policies covering such claims.

LEASED CARRIER shall indemnify and be liable to SPT for each accident for any loss or damage to third person, or property, or to SPT's equipment which results from the conduct of LEASED CARRIER or its employees.

25. LEASED CARRIER's Insurance Obligations:

25.1 Work-Injury Coverage

During the term of this Agreement, LEASED CARRIER must maintain an insurance policy providing coverage for work related injuries (including coverage for medical expenses and lost compensation) sustained by any of LEASED CARRIER's workers that meets the requirements of Applicable Law. LEASED CARRIER may satisfy this requirement by maintaining a policy of either: (i) workers' compensation insurance; or (ii) if Applicable Law allows, occupational accident insurance that provides indemnification of workers' compensation benefits and expenses payable by or on behalf of SPT and that becomes effective for a claim alleging employee status.

25.2 Workers' Compensation Insurance

LEASED CARRIER must maintain workers' compensation insurance that complies with Applicable Law if (i) any of LEASED CARRIER's workers are domiciled or principally localized in California, or (ii) as required by Applicable Law. The workers' compensation insurance policy: (i) must provide

principal coverage in the state in which SPT is headquartered, in the state in which LEASED CARRIER is domiciled, and in any other state(s) in which, in SPT's judgment, LEASED CARRIER will have substantial operations on behalf of SPT on or after the Effective Date; (ii) must not, if LEASED CARRIER is a corporation, exclude officers from coverage; If LEASED CARRIER is domiciled in any of the monopolistic states, LEASED CARRIER must have State-Fund coverage. Before operating the Equipment under this Agreement, LEASED CARRIER must provide SPT with a copy of a declarations page or, for State-Fund coverage, a document showing LEASED CARRIER's active enrollment, including, where applicable, certificates of current premium payment.

25.3 Occupational Accident Insurance

If workers' compensation insurance is not required under Section 25.1 of this Agreement and LEASED CARRIER elects not to obtain workers' compensation insurance, LEASED CARRIER agrees to maintain occupational accident insurance, subject to the following conditions: (i) LEASED CARRIER agrees to comply with all Applicable Law regarding occupational accident insurance, including but not limited to the special conditions imposed by the following jurisdictions: Arkansas, Kansas, Mississippi, Texas, and/or Utah, and SPT's agreement to facilitate occupational accident insurance for any of LEASED CARRIER's workers in such jurisdictions does not warrant that LEASED CARRIER has complied with such conditions but instead is made in direct reliance on LEASED CARRIER's representation that it has and will continue to do so; (ii) SPT will not facilitate occupational accident insurance via on-settlement deductions from LEASED CARRIER's gross compensation for any of LEASED CARRIER's workers domiciled or principally localized in Arizona, Connecticut, Kansas, Oregon, and Vermont; and (iii) before operating the Equipment under this Agreement, LEASED CARRIER must provide SPT with proof of all occupational accident insurance not facilitated by SPT.

25.4 Non-Trucking Liability

LEASED CARRIER agrees to maintain non-trucking liability insurance providing public liability coverage to LEASED CARRIER whenever the Equipment, including any Trailing Equipment (as described in this Agreement) is not being operated on behalf of or in the business of SPT. The coverage must meet the specifications listed in Appendix A and be no less comprehensive than the non-trucking liability insurance SPT may facilitate on LEASED CARRIER's behalf if LEASED CARRIER so chooses. LEASED CARRIER will be responsible for all deductible amounts and for any loss or damage in excess of the policy limit.

25.5 Liability If Coverages Are Not Maintained

LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT from any loss, damage, fine, expense (including reasonable attorneys' fees), action, and claim for injury to persons (including death) or damage to property that SPT may incur arising out of or relating to LEASED CARRIER's failure to maintain the insurance coverages required by this Agreement. In addition, LEASED CARRIER, on behalf of LEASED CARRIER's insurer, expressly waives all subrogation rights against SPT, and if a subrogation action is brought by LEASED CARRIER's insurer, LEASED CARRIER agrees to defend, indemnify, and hold SPT harmless from that action.

25.6 Insurance Facilitated by SPT

LEASED CARRIER may authorize SPT to facilitate, on LEASED CARRIER's behalf, the insurance coverages listed in Appendix A. For each coverage elected by LEASED CARRIER, SPT will deduct or otherwise recover the amounts stated in Appendix A. If LEASED CARRIER fails to provide proper evidence of the purchase or maintenance of the insurance required by Section 7 of this Agreement, SPT is authorized but not required to obtain the insurance at LEASED CARRIER's expense and deduct or otherwise recover the amounts stated in Appendix A. LEASED CARRIER recognizes that SPT is not in the business of selling insurance, and any insurance coverage requested by LEASED CARRIER from SPT is subject to all of the terms, conditions, and exclusions of the actual policy. SPT will ensure that LEASED CARRIER is provided with a certificate of insurance meeting the requirements of 49 C.F.R. § 376.12(j)(2) for each facilitated policy, and SPT will provide LEASED CARRIER with a copy of each such policy upon request.

25.7 Changes in Cost or Other Details of Coverages

If LEASED CARRIER has elected an insurance coverage facilitated by SPT and the cost or other details (as specified in the Certificate of Insurance in Appendix A) change, SPT will notify LEASED CARRIER in writing. LEASED CARRIER will not be subject to the change until 15 days after the notice—or, if sooner, the time the third-party vendor has allowed—unless LEASED CARRIER signs an addendum consenting to the change, in which case the change described in the addendum will go into effect immediately upon signing. Otherwise, LEASED CARRIER's failure to object to the change constitutes LEASED CARRIER's consent to the change effective as of the date specified in the notice. SPT will provide LEASED CARRIER with an updated Certificate of Insurance reflecting the change and, upon request, a copy of the insurance policy. If LEASED CARRIER notifies SPT of LEASED CARRIER's objection within that period set forth in the notice and LEASED CARRIER and SPT are unable to resolve the matter to their mutual satisfaction, either party will have the right to terminate this Agreement immediately upon the change becoming effective.

26. Indemnification by LEASED CARRIER.

26.1 In General. LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT (and its affiliates, subsidiaries, officers, agents, and employees) from any direct, indirect, or consequential loss, damage, delay, fine, civil penalty, action, claim for injury or death to persons (including to SPT's employees or agents), damage to property, environmental response or restoration expense, cargo loss or damage, loss of or damage to Trailing Equipment or SPT's other real or personal property, injunctive obligations, or other expense that SPT pays or otherwise incurs, including reasonable attorneys' fees and costs of litigation, arising out of or relating to any of LEASED CARRIER's workers' negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions ("SPT Damages"). LEASED CARRIER authorizes SPT to deduct or otherwise recover any amounts due to SPT under this section. If any of LEASED CARRIER's drivers operates the Equipment for any purpose other than the carriage of SPT's lading, LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT (and its affiliates, subsidiaries, officers, agents, and employees) from any SPT Damages

arising from that operation. This section will remain in full force and effect both during this Agreement and after its termination.

26.2 SPT's Coverages. SPT has secured insurance coverages that may cover risks and liabilities for which LEASED CARRIER has agreed to indemnify SPT under this Agreement (for example, public liability insurance). Such policies are expressly for the benefit of SPT and only incidentally may benefit LEASED CARRIER. Terms of the policies may change (for example, higher or lower deductibles, length of coverage, UM/UIM waivers or limitations, or insurance underwriters). LEASED CARRIER has neither any obligations under the policies nor any rights under their terms.

26.3 Claims by LEASED CARRIER or Other LEASED CARRIERS. LEASED CARRIER agrees to defend, indemnify, and hold harmless CARRIER from: (i) any claim by LEASED CARRIER for loss of or damage to the Equipment or LEASED CARRIER's other property (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation) due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of any of LEASED CARRIER's workers; and (ii) any claim by any other LEASED CARRIER of SPT for loss of or damage to the other LEASED CARRIER's truck, tractor, trailer, or other property (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation) due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of any of LEASED CARRIER's workers.

26.4 Reclassification. THE TERMS OF THIS AGREEMENT REFLECT THAT LEASED CARRIER IS AN INDEPENDENT LEASED CARRIER, NOT AN EMPLOYEE. THEREFORE: LEASED CARRIER agrees to defend, indemnify, and hold harmless SPT from all reasonable attorneys' fees and litigation expenses SPT incurs in defending against any claims, suits, actions, or administrative proceedings brought by any of LEASED CARRIER's workers, or, at LEASED CARRIER's instance or with LEASED CARRIER's consent, by any union or other private organization or member of the public, alleging that any of LEASED CARRIER's workers is an employee of SPT, but which ultimately, upon completion of all appeals or the running of all applicable appeal periods, fail to result in any final judicial or administrative decision holding the allegation to be true.

27. Insurance Documents and Information. In the event that the LEASED CARRIER purchases any insurance coverage from, or through, the SPT, the SPT will provide the LEASED CARRIER with certificate(s) of insurance for each such policy that include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the actual cost to the LEASED CARRIER for each type of coverage and the deductible amount for each type of coverage for which the LEASED CARRIER may be liable. The SPT shall also provide LEASED CARRIER with a copy of each such policy. The SPT shall also provide LEASED CARRIER, upon request, copies of those documents necessary to determine the validity of any charge or deduction by SPT for this insurance.

28. Safe and Legal Operations. LEASED CARRIER agrees to ensure that all of LEASED CARRIER's workers: (i) drive or otherwise perform in a safe and prudent manner at all times so as to avoid endangering the public, the worker, and/or the property being transported; (ii) comply with Applicable Law (including without limitation prohibitions on texting and use of handheld mobile telephones), SPT's operating

authorities, and all Customer Specifications and SPT Policies and Procedures (to the extent compliance would not pose an undue safety risk); and (iii) not be involved, during this Agreement, in an "accident" that, in SPT's reasonable judgment, was "preventable," as those terms are defined in 49 C.F.R. § 390.5 and 49 C.F.R. Part 385, App. B, respectively.

29. Compliance, Safety, and Accountability. LEASED CARRIER's drivers must at all times meet FMCSA's safety standards sufficient to enable spt to: (i) achieve and maintain a "satisfactory" or similar rating that enables SPT to operate without FMCSA intervention or restriction pertaining to any of the safety evaluation areas ("BASICS") measured by FMCSA's Compliance, Safety, Accountability program ("CSA"); (ii) obtain insurance coverage without increased costs associated with driver ratings or other driver measurements under CSA; and (iii) be and remain competitive with similarly situated carriers with regard to quality of driver safety as measured under CSA. LEASED CARRIER must notify SPT in writing within 2 days of receiving notification from FMCSA that any of LEASED CARRIER's drivers have been deemed "unfit" or otherwise disqualified from operating commercial motor vehicles in interstate commerce.

30. Customer Specifications. LEASED CARRIER agrees to comply with all specifications dictated by SPT's Customers communicated to LEASED CARRIER which may safely be complied with. If SPT's Customer conditions access to its facilities or freight upon compliance with any Customer Specification that LEASED CARRIER does not assent to, LEASED CARRIER may categorically opt out of receiving SPT's offer of shipments from such customer.

31. Passenger Authorization. As required by 49 C.F.R. § 392.60, LEASED CARRIER agrees not to allow any passengers to ride in the Equipment without authorization in writing by SPT, which will be given only if: (i) all of LEASED CARRIER's workers and the passenger submit to SPT a fully executed Passenger Authorization and Release of Liability form; and (ii) LEASED CARRIER furnishes SPT a Certificate of Insurance for passenger liability coverage meeting all the requirements of this Agreement, as well as Appendix A, or elects to have SPT facilitate the coverage. SPT will deduct or otherwise recover from LEASED CARRIER the costs associated with obtaining Passenger Authorization. LEASED CARRIER agrees not to permit any passenger to operate or be in charge of the Equipment at any time for any purpose whatsoever, or to be outside the cab during loading or unloading.

32. Notice. Any notice required or permitted by this agreement to the SPT shall be deemed conclusively provided when hand delivered to SPT at any of SPT's terminals, or to either the SPT or the LEASED CARRIER when deposited by either Party in the United States mail with first class postage prepaid, properly addressed to the other Party as follows:

LEASED CARRIER _____	SUNSET PACIFIC TRANSPORTATION INC. (SPT)
Street _____	14522 Yorba Ave.
City _____	CHINO
State _____	CA
Zip _____	91710

LEASED CARRIER's Initials: _____ SPT's Initials: E. S.

Should the address of either Party change, notice of the new address must be provided by first class mail within five (5) business days of that change.

33. Entire Agreement - Modification. This agreement, with the attached Appendix A, constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. This agreement shall be governed by the provisions of Title 49, Part B, United States Code, Part 376, Code of Federal Regulations and, to the extent consistent with federal laws and regulations, by the Laws of the State of California.

34. Alcohol and controlled substance use. LEASED CARRIER and LEASED CARRIER's drivers will comply with: (i) all drug-and-alcohol use-and-testing requirements under Applicable Law; and (ii) SPT's Drug-and-Alcohol Policy, including participation in SPT's random drug-and-alcohol testing program (if any). Violation by a driver of SPT's Drug and Alcohol Policy will immediately disqualify that driver. LEASED CARRIER will bear the expense of all drug-and-alcohol tests for all of LEASED CARRIER's drivers.

35. LEASED CARRIER'S employees. LEASED CARRIER at its own discretion may hire employees for the purpose of carrying out its obligations under this agreement. SPT has no authority or control over LEASED CARRIER's employees and will have no authority to supervise or direct LEASED CARRIER's employees and the performance of their work for LEASED CARRIER, and shall have no authority or right to select, hire, fire or discipline any of LEASED CARRIER's employees. SPT shall have and will exercise the powers with regard to commercial driver hiring, use and retention as provided by federal statute or regulation. Such powers are however especially limited to SPT's complete compliance with said statutes and/or regulations.

LEASED CARRIER assumes full responsibility for wages, benefits or expenses do LEASED CARRIERs employees. This includes income tax withholding, Social Security, unemployment or other payroll taxes of the LEASED CARRIER's employees. It is LEASED CARRIER's responsibility for maintaining adequate Worker's Compensation insurance coverage for LEASED CARRIER and all of his or her employees. LEASED CARRIER agrees to indemnify and hold harmless SPT from any and all liability SPT may incur by LEASED CARRIER's failure to comply with any provisions of this section.

36. Obligations to perform service. Because of liability of SPT to shippers, pursuant to certain provisions of federal and or state law, if the LEASED CARRIER fails to complete transportation of the commodities in transit, abandons the shipment, or otherwise subjects SPT to potential liabilities, LEASED CARRIER expressly agrees that SPT shall have the right to temporarily take physical possession of the equipment described in Appendix A and complete the trip involved. LEASED CARRIER hereby waives any recourse against SPT for such action and agrees to reimburse SPT for any costs and expenses arising out of completion of such trip, and take care of any damages that SPT may be liable to shipper arising out of such a violation of contract by LEASED CARRIER.

37. Arbitration and Venue/Class Action Waiver. The parties to this Agreement agree to arbitrate *any and all* disputes, claims, or controversies ("claims") they may have against each other, including their current and former agents, owners, officers, directors, or employees, which arise from this relationship. The parties understand and agree that they are waiving their right to bring such claims to court, including the right to a jury trial. Class Action lawsuits, class-wide arbitrations, private attorney-general

actions and any other proceeding where a party acts in a representative capacity aren't allowed. The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator shall be limited to deciding cases on an individual basis only, and is not authorized or empowered to arbitrate class or representative cases. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion. By Initialing here, **LEASED CARRIER agrees to this waiver by initialing here:** _____

The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Transportation Law and shall include a written record of the arbitration hearing. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California, county of San Bernardino. An award of arbitration may be confirmed in a court of competent jurisdiction. To the fullest extent permitted by law, the Parties agree that they shall not join or consolidate claims submitted for arbitration under this Agreement with those of any other persons or entities, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the Parties. The dispute will be decided by a single neutral arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the Parties or as directed by the arbitrator. Any and all customers and clients of SPT are designated as Third-Party Beneficiaries, and therefore LEASED CARRIER consents that any and all matters involving said Third Party Beneficiaries shall be arbitrated pursuant to this arbitration clause. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding on the Parties. The prevailing Party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. The foregoing agreement of LEASED CARRIER to arbitrate shall be specifically enforceable under California law. Any award rendered by the arbitrators shall be subject to review only as provided in California law, and judgment may be entered on it in accordance with that law in any court having jurisdiction to do so. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The parties agree that any relief or recovery to which they are entitled arising out of the business relationship or cessation thereof shall be limited to that awarded by the arbitrator.

LEASED CARRIER ALSO UNDERSTANDS THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY.

38. Forum Selection and Venue. Notwithstanding section 37, any dispute arising from or relating to this contractual relationship shall be governed by California law, and shall be decided solely and exclusively by arbitration in San Bernardino County. In the event, the arbitration provisions of this contract are adjudged to be unenforceable, the exclusive and sole venue for any dispute between the parties shall be decided solely and exclusively by State or Federal courts located in San Bernardino,

California. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

39. Effective Date and Duration of Agreement. This agreement shall be effective as of the date and time the agreement is executed by both parties and shall continue in effect until terminated in accordance with the provisions of this agreement. It is contemplated that the term of this agreement will be for ninety (90) days from the date of execution and can be continued in ninety (90) day segments until such time as terminated mutually, or by either party, as provided in this agreement. Should LEASED CARRIER or SPT breach any of the terms of this agreement, the other party will give written notice of that breach and, if not corrected within seven (7) days of the date such notice is provided, can terminate the agreement upon twenty-four (24) hours written notice to the other party. If either party desires to terminate the agreement without cause, ten (10) days written notice must be provided to the other party. Either party may terminate this Agreement immediately for any of the grounds set forth in this Agreement.

38.1. Grounds for Immediate Termination of Agreement If SPT or any of LEASED CARRIER's workers do any of the following, the other party may elect to terminate this Agreement immediately: (i) commits—or attempts, conspires, or threatens to commit—a felony or intentional tort; (ii) violates any applicable federal, state, local, Native American tribal, or foreign law, regulation, or ordinance ("Applicable Law"); or (iii) materially breaches this Agreement.

38.2 Obligations Upon Termination: On the later of: (i) termination of this Agreement; or (ii) completion of the services provided for herein, LEASED CARRIER agrees to remove all SPT identification from the Equipment and return it—or provide a letter certifying its removal—to SPT, together with all of SPT's property (in good working condition), Trailing Equipment, permits, load-securement equipment, and freight all to SPT's nearest terminal, and to pay SPT all amounts LEASED CARRIER then owes SPT under this Agreement. If LEASED CARRIER fails to do so, LEASED CARRIER agrees to pay SPT all expenses incurred by SPT in returning those items to good working condition and in seeking the return of the items, including reasonable attorneys' fees and collection costs. SPT may pursue all remedies allowed by law or authorized in this Agreement against LEASED CARRIER

40. Due diligence. LEASED CARRIER acknowledges that he or she was offered the opportunity to review an unexecuted version of this agreement and its attachments and to seek legal advice at LEASED CARRIER's own discretion. LEASED CARRIER is satisfied that LEASED CARRIER understands and is able to perform LEASED CARRIER's obligations hereunder. LEASED CARRIER acknowledges receipt of complete, signed copies of this agreement and all of its attachments.

41. Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information. LEASED CARRIER agrees not to use, disclose or communicate, in any manner, proprietary information about SPT, its operations, clientele, or any other proprietary information, that relate to the business of SPT. This includes, but is not limited to, the names of SPT's customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential or proprietary information of SPT, including, but not limited to: Customers, Shippers, Brokers, Freight-Forwarders, Third Party Logistics Companies, Employees, Rates, etc. LEASED CARRIER acknowledges that the above information is

material and confidential and that it affects the profitability of SPT. LEASED CARRIER understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

If it appears that LEASED CARRIER has disclosed (or has threatened to disclose) Information in violation of this Agreement, SPT shall be entitled to an injunction to restrain LEASED CARRIER from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. SPT shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

42. Non-solicitation Of SPT's Customers. During the effective dates of this Agreement, and for a period of one (1) year from and after LEASED CARRIER's last day of transporting any Cargo for SPT, LEASED CARRIER will not, without the prior written consent of SPT, call on, solicit or take away any of SPT's customers as to any shipping of a type and in the States for which SPT provides shipping for its respective customers. Should LEASED CARRIER directly do business with any of SPT's customers during the effective dates of this Agreement and/or within one (1) year after the termination of this Agreement in violation of the foregoing provisions of this Paragraph, LEASED CARRIER will pay to SPT a commission/rate of twenty percent (20%) of all gross freight charges received by LEASED CARRIER as to any and all such shipments of Freight/Cargo which are in violation of this paragraph.

43. Confidentiality. LEASED CARRIER shall not, without the prior written consent of SPT, use for LEASED CARRIER's own benefit or purposes or for the benefit or purposes of any other person, firm, partnership, association, or corporation or other business organization, entity or enterprise, or disclose (except in, and to the extent necessary for, the performance of its duties under this Agreement) in any manner to any person, firm, partnership, association, or corporation or other business organization, entity or enterprise, any trade secrets, information, data, know-how or knowledge (including, but not limited to, that relating to costs, freight rates, freight discounts, pricing and marketing methods) belonging to or relating to the affairs of SPT, except to the extent otherwise required by law. Upon termination of this Agreement, LEASED CARRIER will return to SPT any written proprietary or confidential information of SPT which is in LEASED CARRIER's possession, custody, or control, and LEASED CARRIER will delete or destroy any other proprietary or confidential information of SPT which is in LEASED CARRIER's possession, custody, or control, including, without limitation, any SPT customer lists whether or not identified as proprietary or confidential.

44. Confidentiality of Disputes: In the event of a dispute, the PARTIES agree that any dispute shall remain confidential between the PARTIES, whether such disputes are resolved informally or require litigation in an arbitral forum. The PARTIES agree that the terms and conditions of this agreement, and any and all actions by the parties to this agreement to effectuate this agreement, are confidential and shall not be disclosed, discussed or revealed by the PARTIES to any other person or entity. In the event any person or entity asks the PARTIES about any such matters, they shall respond only that "the matter is private," and refuse to discuss any such matters further. LEASED CARRIER specifically agrees to holding all matters between the parties private and waives any claimed right of free speech, including participation in any public protest against SPT in any forum whatsoever. The damages arising out of any breach of this confidentiality provision are and will be extremely difficult to ascertain, and therefore the parties to this agreement agree that any breach of this paragraph will result in an award of liquidated damages in the amount of \$20,000.00, in addition to any other remedies available to the PARTIES.

45. Consent to Do Business by Electronic Methods. SPT and LEASED CARRIER consent to do business using any electronic method permitted by FMCSA. This consent includes, but is not limited to, the use of electronic methods to effect and transmit the signature of any document, including this Agreement and any supplement, modification, addendum, amendment, notice, consent and/or waiver required by this Agreement, or any other document required by FMCSA regulations to be generated and maintained (or exchanged by private parties). The parties agree that when either party uses any electronic method to accomplish electronic signatures, the chosen method: (i) identifies and authenticates the sender as the source of the electronic communication; (ii) indicates the sender's approval of the information contained in the electronic communication; and (iii) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature. Either party may elect to use a handwritten signature with respect to any document, provided that the election will not preclude the other party from using an electronic signature to the same document.

46. Attorneys' Fees. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

47. Superseding Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof, and shall be retroactive to the fullest extent of the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ___ day of _____, 2023 at _____ (am/pm) and same shall be considered binding upon both parties and shall remain in full force and effect unless and until terminated according to the terms of this agreement.

FOR LEASED CARRIER:

Name / Title _____

LEASED CARRIER's SS# or EIN _____

LEASED CARRIER's Driver License No. _____

LEASED CARRIER's signature _____

FOR SPT:

SUNSET PACIFIC TRANSPORTATION, INC.

14522 YORBA AVE., CHINO, CA 91710.

(Name) Elsa Sifuentes

(Title) Safety Manager

SPT's signature Elsa Sifuentes

RECEIPT FOR POSSESSION OF EQUIPMENT

SPT has received from LEASED CARRIER and taken possession of the following Equipment described in this Agreement:

Equipment Type	Year	Make		Model	VIN	Unit #
TRUCK/TRACTOR						

This Equipment was received by SPT at the address shown below on _____.

SUNSET PACIFIC TRANSPORTATION, INC. (SPT)

By: 
Signature

Elsa Sifuentes

APPENDIX A

Follows Are:

- Schedule A-1 Independent LEASED CARRIER Pay Guide
- Schedule A-2 LEASED CARRIER Rates

Rates subject to change and SPT will notify LEASED CARRIER of rate changes before any new load tender.

LEASE AGREEMENT

LESSOR: _____ LESSEE: _____

This agreement is made on this _____ day of _____, 20____, between the authorized motor carrier, _____, hereinafter referred to as LESSEE, and independent contractor, _____, hereinafter referred to as LESSOR. The LESSOR is an independent contractor, not an employee.

The LESSEE hereby leases:

Vehicle unit # _____ VIN# _____

The duration of this lease begins, on this _____ day of _____, 20____.

The LESSEE authorizes the use of MC# 230428 & DOT# 387295 for the sole purpose of transportation of property under contract with shippers and receivers of general commodities. No other sub-hauler will be permitted to use the above authorities.

The LESSOR has the ability to refuse loads.

The LESSOR has the ability to choose his own routes.

The LESSOR is responsible for the maintenance and upkeep of the vehicle.

The LESSOR will not be paid on an hourly wage.

The LESSOR can hire any person they need to help in performing the duty of their job.

The LESSOR is responsible for the cost of fuel and fuel taxes.

The LESSOR is responsible for the complete cost of the apportioned plates.

The LESSOR agrees to comply and take responsibility for safety laws and regulations required by the Department of Transportation, Federal Motor Carrier Safety Administration, and by the State of California.

The LESSOR is responsible for the risks and the cost of fines for overweight and oversize trailers when the trailers are loaded, sealed, or at any time under the LESSOR's control.

The LESSOR is not responsible for loading or unloading the freight onto and from a trailer. Should it be necessary to do so, the LESSEE will compensate at an agreed rate.

The LESSOR is required to procure their own workers' compensation or occupational accident policies with limits of \$1 million.

The LESSEE has legal obligation to maintain insurance coverage for the protection of the public pursuant to FMCSA regulations under 49 U.S.V. 13906.

The LESSEE is responsible for providing Liability and Cargo coverage, however the LESSOR will pay for the coverage.

Payment to the LESSOR shall be made within 3 days after submission of invoice or trip pack with all documentation.

This lease agreement may be cancelled pursuant to independent contractor agreement upon receipt of a written notice of termination signed by LESSEE or LESSOR. It is agreed that any loads in transit will be delivered prior to cancellation and that all related documents will be turned in prior to final settlement. The LESSOR agrees to remove and return identification signs, devices, equipment, and plates upon the termination of the lease and prior to final settlement. Any costs incurred due to not complying with any of the above agreed terms will be charged to the LESSOR. Until the cancellation agreement of this letter are complied with, the authorized motor carrier may withhold final settlement.

This agreement is to become effective on this _____ day of _____, 20____, and will continue until cancellation is served in writing by either LESSEE or LESSOR. At such time that this lease agreement is terminated, the LESSOR agrees to furnish LESSEE with a written receipt showing that LESSOR retakes possession of the vehicle unit # _____, VIN# _____.

Lessor: _____
(Signature)

Lessee: _____
(Signature)

Lessor: _____
(Print)

Lessee: _____
(Print)

Please fill out as
complete as possible.



CLIENT INFORMATION

Customer Name (or) Company Name: _____

DBA (Doing Business As): _____

Type of Company: ☐ (Individual) Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC

Type of Carrier: ☐ Common (Liability & Cargo) ☐ Contract (Liability Only) ☐ Private (Liability & Cargo) ☐ Broker (Bond)

PHYSICAL ADDRESS

Street Address: _____

City: _____ State: _____ Zip: _____

MAILING ADDRESS (If Different from Above)

Street Address: _____

City: _____ State: _____ Zip: _____

CONTACT INFORMATION

Select Method of Contact: Email ☐ Mail ☐

Phone #: _____ Fax #: _____ Cell #: _____

Email: _____

Name of Emergency Contact: _____ Phone #: _____

INDIVIDUAL OR CORPORATION INFORMATION

Owner/President: _____ SSN# _____ DL# _____ DOB: _____

CURRENT AUTHORITY

CA#: _____ EIN (Federal ID#): _____

MC (ICC) Authority / PIN #: _____ / _____ USDOT / PIN#: _____ / _____

IFTA: _____ NM: _____ KYU: _____ NY HUT: _____ OR: _____

BANK INFORMATION (Required for IFTA)

Bank Name: _____ Account #: _____

City / State: _____ / _____

INSURANCE INFORMATION (Optional)

Insurance Company Name: _____

Insurance Contact: _____

Phone #: _____ Fax #: _____

10010 Redwood Ave
Fontana, CA 92335

DMV License No: 52772
Phone: 909-428-2002
Fax: 909-428-2022
www.4ProRate.com



CUSTOMER INITIALS REQUIRED
FOR EACH SERVICE REQUESTED

_____ 48 States

_____ Registration (Renewal or Supplement)

_____ MC Authority (FMCSA)

_____ Unified Carrier Registration (UCR)

_____ CA Number

_____ Motor Carrier Permit

_____ DOT Number

_____ Employer Pull Notice Program (EPN)

_____ Drug & Alcohol Consortium

_____ IFTA License (Renewal or Supplement)

_____ New Mexico E-Permit

_____ Oregon Permit

_____ Oregon Bond

_____ Kentucky Number (KYU)

_____ New York HUT

_____ Apply for Federal ID Number (Tax ID Number)

_____ Form 2290

_____ Broker Authority

_____ PressPass

_____ Standard Carrier Alpha Codes (SCAC)

_____ BOC-3 Filing

Customer Name: _____

Salesperson: _____

Vehicle Selling Price / Weight: _____ / _____

Unit #: _____

Accepted By: x _____ Date: / /

If you have any questions regarding this checklist or your specific needs, please call our office.

Notes/Follow-Ups: _____

10010 Redwood Ave
Fontana, CA 92335

DMV License No: 52772
Phone: 909-428-2002
Fax: 909-428-2022
www.4ProRate.com

CALIFORNIA IRP CARRIER DATA-SCHEDULE A/B

TYPE OF APPLICATION: <input type="checkbox"/> Carrier Information Correction(s) <input type="checkbox"/> Add Jurisdiction <input type="checkbox"/> Renewal: Use this form only if no renewal notice was received from DMV. Complete all fields of information. Schedule C form must also be submitted. <input type="checkbox"/> New Carrier <input type="checkbox"/> New Fleet: Complete all fields of information except IRP Account Number to be assigned by DMV. Schedule C must be attached.			
IRP ACCOUNT #		FLEET #	ENTER EFFECTIVE DATE OF IRP REGISTRATION ____/____/____
REGISTRANT NAME/LEGAL NAME		APPLICATION YEAR (S) <input type="checkbox"/> CURRENT YEAR ONLY OR <input type="checkbox"/> CURRENT AND SUBSEQUENT YEAR DBA (IF APPLICABLE)	
BUSINESS ADDRESS (MUST BE A CA PHYSICAL LOCATION):		CITY/STATE/ZIP CODE	
MAILING ADDRESS 10010 Redwood Ave		CITY/STATE/ZIP CODE Fontana, CA 92335	
REGISTRANT AUTHORIZED EMPLOYEE NAME	DAYTIME TELEPHONE # ()	FAX # ()	E-MAIL ADDRESS
REGISTRATION SERVICE AGENT BUSINESS NAME IRP Inc	REGISTRATION SERVICE AGENT BUSINESS ADDRESS 10010 Redwood Ave	CITY/STATE/ZIP CODE Fontana, CA 92335	
REGISTRATION SERVICE AGENT CONTACT PERSON(S)	REGISTRATION SERVICE AGENT MAILING ADDRESS 10010 Redwood Ave	CITY/STATE/ZIP CODE Fontana, CA 92335	
REGISTRATION SERVICE AGENT TELEPHONE # (909) 428-2002	REGISTRATION SERVICE AGENT FAX # (909) 428-2022	DMV OCCUPATIONAL LICENSE # <u>52772</u> EXPIRATION DATE <u>06/30/2023</u>	E-MAIL ADDRESS trainor.bwu@trainorteam.com
GOVERNMENT AUTHORITY NUMBERS		TYPE OF OPERATIONS	
IFTA # _____ CA Motor Carrier Permit (CA #) _____ FMCSA MC or MX # _____ Registrant Only: Yes _____ No _____ *US DOT (Carrier) # _____ *Taxpayer ID (FEIN or SSN or RFC)# _____ *US DOT (Vehicle) # _____ *Taxpayer ID (FEIN or SSN or RFC)# _____ Commercial Driver License # State _____ # _____ California PUC-T # _____ USDOT Number *Pursuant to section 8100 of the California Vehicle Code, applications for apportioned registration must contain both the US DOT and a Taxpayer Identification Number (TIN) for the safe operation of each vehicle being registered. I _____ certify that I am familiar with the State and Federal Motor Safety Laws and Regulations and/or the Federal Hazardous Materials Regulations. X _____ Signature Date Declaration: I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing information entered on both sides of this form is true and correct. X _____ Signature Title Date		("X" all that are applicable) _____ COM – Common Carrier _____ CON – Contract Carrier _____ FHE – For Hire Exempt _____ FHR – For Hire Rental _____ FOR – For Hire _____ PVT – Private Carrier _____ A – ALL _____ E – Exempt _____ H – Household Goods _____ L – Logs _____ P – Passengers Registration Service Agent Authorization: The undersigned duly appoints the Registration Service Agent to represent me for all DMV purposes relating to the IRP registration of my fleet/vehicles for the _____ license year. X _____ Signature of Registrant Date The undersigned authorized service agent declares, under penalty of perjury, that the information contained on this and all attached IRP documents is true and correct according to information personally known by or provided to me. X _____ Signature of Authorized Registration Service Agent Date	
TO BE COMPLETED FOR ORIGINAL IRP APPLICATIONS ONLY:		1) Does this fleet and/or vehicles have any history of prior IRP registration in another jurisdiction within the past 24 months? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes indicate state _____ and year _____ 2) Does this fleet and/or vehicles have any history of prior California IRP registration? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes show CA IRP acct # _____ Registrant name: _____ 3) Have the vehicles registered in this application been operated in interstate commerce under alternative permit registration within the past 24 months? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes indicate states of travel: _____	

INTERNATIONAL REGISTRATION PLAN AGENT AUTHORIZATION

SECTION 1 — IRP REGISTRANT INFORMATION

REGISTRANT NAME	ACCOUNT NUMBER	<input type="checkbox"/> CHECK HERE IF NEW ACCOUNT	
ADDRESS	CITY	STATE	ZIP CODE

SECTION 2 — REGISTRATION SERVICE INFORMATION

NAME OF REGISTRATION SERVICE	OCCUPATIONAL LICENSE NUMBER	EXPIRATION DATE
IRP INC	52772	06/30/2023
REGISTRATION SERVICE BUSINESS ADDRESS	CITY	STATE ZIP CODE
10010 REDWOOD AVE	FONTANA	CA 92335

I hereby appoint the above registration service as our/my agent and authorize them to sign and process California International Registration Plan applications on behalf of myself for the _____ license year.

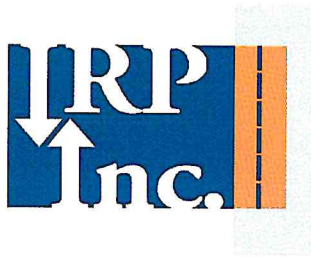
- Authorization by an IRP registrant to be represented by a registration service agent is only valid for the year in which it was filed and must be renewed annually with the IRP renewal application if the business relationship will be continued.
- IRP registrants must notify the IRP Operations Section in Sacramento immediately whenever there is a change to the applicant's authorization for representation for IRP registration purposes by a registration service agent. Registration Services must notify the IRP Operations Section when they no longer represent an IRP registrant.

In accordance with California Vehicle Code Section 11400. No person shall act as a registration service, engage in the business of soliciting or receiving any application for the registration, renewal of registration, or transfer of registration or ownership of any vehicle of a type subject to registration under this code, or of soliciting or receiving an application for a motor carrier permit under Division 14.85 (commencing with Section 34600), or transmit or present any of those documents to the department, if any compensation is solicited or received for the service, without a license of temporary permit issued by the department pursuant to this chapter, or if that license or temporary permit has expired or been canceled, suspended, or revoked, or the terms and conditions of an agreement entered into pursuant to Section 11408 have not been fulfilled.

SECTION 3 — CERTIFICATION AND SIGNATURE

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF IRP REGISTRANT OR AUTHORIZED EMPLOYEE	DATE
X	



DMV LIC NO: 52772

General Power of Attorney and Authorization for Agent to Sign Apportioned Registration and Permits Applications

I, _____
(Print Name) (Title)

Of, _____
(Name of Company or DBA)

I hereby appoint IRP, Inc. and/or Trainor Bookkeeping Service as our AGENT and authorize them to sign on behalf of us for applications for the 2022-2023 year.

I hereby authorize IRP, Inc. and/or Trainor Bookkeeping service and any of its agents to apply for maintaining and storing the records of any license or permits required to conduct business as an interstate commercial carrier including, but not limited to the following:

APPORTIONED REGISTRATION, CA NUMBER, MOTOR CARRIER PERMIT, BIT INSPECTION, DRUG & ALCOHOL CONSORTIUM, EPN, US DOT, FMCSA AUTHORITY, UCR, IFTA, NEW MEXICO WDT, KENTUCKY PERMIT, OREGON PUC & BOND, NEW YORK HUT, FEDERAL ID#, IRS FORM 2290.

X _____ Date: _____
(Signature)

Please change mailing address to following:
10010 Redwood Ave
Fontana, CA 92335

PH: (909) 428-2002
FAX: (909) 428-2022

Federal Motor Carrier Safety Administration Drug and Alcohol Rules

“The United States Congress recognized the need for a drug and alcohol free transportation industry, and in 1991 passed the Omnibus Transportation Employee Testing Act, requiring DOT agencies to implement drug and alcohol testing of safety-sensitive transportation employees. 49 CFR Part 40, or Part 40 as we call it, is a DOT-wide regulation that states how to conduct testing and how to return employees to safety-sensitive duties after they violate a DOT drug and alcohol regulation. Part 40 applies to all DOT-required testing, regardless of mode of transportation. These regulations identify who is subject to testing, when they are tested and in what situations. The regulations also impose privacy protections and restrictions on employers and service agents against the use and release of sensitive drug and alcohol testing information. The FMCSA controlled substances and alcohol use and testing regulations can be found at 49 CFR Part 382.”

The Federal Motor Carrier Safety Administration (FMCSA), along with the Department of Transportation (DOT), requires that persons subject to the commercial driver's license (CDL) requirements and their employers follow alcohol and drug testing rules. These rules include procedures for testing, frequency of tests, and substances tested for.

While it is the responsibility of the DOT regulated agencies to provide drivers with information on drug and alcohol testing programs, it is still ultimately the drivers responsibility to obey all rules and regulations in order to keep our roadways safe. Drivers of CMVs can learn about drug and alcohol rules, types of tests required and their rights, responsibilities and requirements at:

<https://www.fmcsa.dot.gov/regulations/drug-alcohol-testing-program>

As the Motor Carrier we hold the responsibility to implement and conduct drug and alcohol testing programs. Therefore, any driver under the authorities of Sunset Pacific Transportation will be tested before being allowed on the road. Driver will also be a participant of a third-party consortium that produces a quarterly random list of drivers to be tested.

In addition to the testing, Sunset Pacific Transportation requires that at least two office employees complete the Drug and Alcohol Awareness Supervisor Training, which allows for the observation and decision making of sending a driver to get tested on basis of reasonable suspicion.

Lastly, if a driver is found to violate the FMCSA Drug and Alcohol Testing Rules, Sunset Pacific Transportation will abide with responsibility of providing the necessary information and guidance to getting adequate help. Nonetheless, any driver found to be in violation, will not be allowed to contract and will not be approved on the road under Sunset Pacific Transportation authorities, even after treatments and all requirements all met. Should any drug and/or alcohol violation occur after approval and initiation of contract, Sunset Pacific Transportation will terminate the driver and/or the Leased Carrier agreement.

I hereby acknowledge that failure to comply with the above FMCSA Rules is considered a breach of contract.

Print Name: _____
(Leased Carrier/Driver)

Signature: _____
(Leased Carrier/Driver)

SIGN HERE

Print Name: _____
(Motor Carrier)

Signature: _____
(Motor Carrier)

DAC - DISCLOSURE AND RELEASE

In connection with my potential contracting with you, I understand that consumer reports which may contain public record information maybe requested from DAC Services, Tulsa, Oklahoma. These reports may include the following types of information: names and dates of previous employers, reason for termination of employment, work experience, accidents, etc. I further understand that such reports may contain public record information concerning my driving record, workers' compensation claims, criminal records, etc., from federal, state and other agencies which maintain such records; as well as information from DAC concerning previous driving record requests made by others from such state agencies, and state provided driving records.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY DAC TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to DAC, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information; and the recipients of any reports on me which DAC has previously furnished within the two-year period preceding my request. I hereby consent to your obtaining the above information from DAC, and I agree that such information, which DAC has or obtains, and my contract/ employment history with you if I am contracted, will be supplied by DAC to other companies, which subscribe to DAC Services.

I hereby authorize procurement of consumer report(s). If contracted, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my contract period.

Print Name

Social Security Number

Applicant's Signature

Date

Alcohol and Drug Test Statement

Sec. 40.25(j) As the motor carrier, you must also ask the driver whether he or she has tested positive, or refused to test, on any previous employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years. If the driver admits that he or she had a positive test or a refusal to test, you must not use the driver to perform safety-sensitive functions for you, until and unless the driver documents successful completion of the return-to-duty process (see paragraphs (b)(5) and (e) of this section).

Prospective Independent Contractor/Driver's Full Name: _____

Prospective Independent Contractor/Driver's FEIN: _____

The prospective independent contractor/driver for independent contractor is required by Sec. 40.25(j) to respond to the following questions.

1. Have you tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years?

Check one: ☐ Yes ☐ No

2. If you answered yes, can you provide/obtain proof that you've successfully completed the DOT return to duty requirements?

Check one: ☐ Yes ☐ No

I certify that the information provided on this document is true and correct.

Prospective Independent Contractor/Driver's Signature: _____

Date: _____

Witness Signature: _____ Date: _____



DISA Global Solutions, Inc.
10900 Corporate Centre, Drive, Suite 250
Houston, TX 77041
281.873.2400 | 800.752.6432

DISA Global Solutions, Inc. D & A Test Request Form

INSTRUCTIONS FOR COMPANY

PLEASE ENSURE THAT YOU SEND DONOR TO THE COLLECTION SITE WITH THE CORRECT DISA FORMS

Company Name: _____ Client ID: _____ Laboratory: _____
Company DER Name: _____ DER Phone: _____ DER Fax: _____
Company Address: _____
Collection Site Name: _____ Collection Site Address: _____
Employee Name: _____ Employee SSN or ID Number: _____
DOT Agencies Authority Employee to be tested under: _____ (FAA, FRA, FTA, USCG, PHMSA, FMCSA)
Test to be OBSERVED: ☐ YES ☐ NO

DRUG and/or ALCOHOL TESTS TO BE PERFORMED

REASON FOR TEST	URINE DRUG	ALCOHOL	HAIR TEST	ORAL FLUID
PRE-EMPLOYEMENT	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
RANDOM	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
POST ACCIDENT	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
RETURN TO DUTY	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
FOLLOW-UP	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	DOT <input type="checkbox"/> NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>
OTHER	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>	NON-DOT <input type="checkbox"/>

DOT **only** allows for test purposes listed. Other is not allowed. Please call DISA Compliance for guidance.

INSTRUCTIONS FOR COLLECTION SITE

PLEASE ENSURE THAT YOU USE DISA CCF AND ALCOHOL FORMS- DONORS SHOULD PROVIDE THESE FORMS

- Ensure that you fill out the forms completely and use your Collection Site ID, which can be found at the top of this form.
- DOT Urine drug test should always be on a Federal CCF and DOT Alcohol Test Form must always be used for DOT Alcohol Tests
 - ◊ DOT-MRO Copies of the CCF should be faxed the same day to: University Services at 215-637-6998
- Transmit DOT Drug and Alcohol Tests to the Client Contact within 24 hours (Fax can be used for this requirement)
- NON-DOT Urine drug test should always be on Forensic CCF and DISA Non-DOT Alcohol Test Form must always be used for Non-DOT Alcohol Tests
- NON-DOT MRO Copies of the CCF should be faxed or mailed the same day to:
 - ◊ University Services - Fax: 215-637-6800 or Email coc@uservices.com
 - ◊ University Services – 2800 Black Lake Place, Suite A., Philadelphia, PA 19154
- NON-DOT Alcohol Tests **MUST** be faxed the same day to: 713-972-3431 or EMAIL to forms@disa.com
- Mail or include with invoice all copies for both Drug and Alcohol Tests to DISA at:
 - ◊ 10900 Corporate Centre Drive, Suite 250, Houston, TX 77041
- Company DER must be called immediately for the following:
 - ◊ EBT (Alcohol) results of greater than 0.02 BAC
 - ◊ Shy Bladder, Shy Lung, Shy Hair, or Shy Saliva Tests
 - ◊ All refusals
 - ◊ All observed tests (after the observation occurred)

Do **NOT** call and ask if the client wants the observation to occur.
- ALL invoices should be sent to DISA and NOT the Client unless pre-arranged with DISA for client invoicing.



www.fmcsa.dot.gov/safetybelt

SAFETY BELT USE IS MANDATORY!

This company recognizes that safety belt use helps to protect, reduce injuries, and control operating costs. Studies show conclusively that failure to use safety belts (lap and shoulder belts) results in increased deaths and injuries. Reducing these costly injuries and deaths protects and can strengthen the effectiveness of our business'.

Safety belt use in commercial motor vehicles is required by Federal law. As of January 2006, safety belt use is also the law in 49 states, the District of Columbia, and Puerto Rico. Therefore, we are implementing the following policy:

It is Sunset Pacific Transportation policy that every Leased carrier and all occupants of any vehicle hauling or using any of our equipment must wear safety belts while on company business. This applies to all personally-owned, company-owned, leased, and rented vehicles.

Any driver that fails to comply with this policy and regulation will be fined up to \$200 and given one opportunity to correct the failure. If failure to comply occurs a second time, Sunset Pacific Transportation will request for leased carrier to discharge the driver failing to comply or terminate the contract with the leased carrier altogether.

Lap and Shoulder Belts

- Drivers must wear lap and shoulder belts when operating a motor vehicle. (FMCSR, Part 392.16)

Sleeper Berth Restraints

- For sleeper berths, occupant restraint systems installed by the manufacturer must be used, whether the system is at the entry point of the berth or incorporated as a belt-type restraint within the berth itself.

SAFETY BELT PLEDGE

I, _____, have received a copy of the FMCSR'S safety belt policy.

I have read the regulations and have had the opportunity to ask questions. I fully understand the company's penalty for violation of this policy.

I hereby pledge that I will use safety belts whenever driving or riding in a company vehicle or in any other vehicle when on company business.

I also pledge that passengers of vehicles that I am driving will wear safety belts.

SIGN HERE

Signature of Driver

Signature of Safety Manager

SUNSET PACIFIC AUTHORIZATION FOR TEXT MESSAGING

By signing this form, I authorize SUNSET PACIFIC to send text messages to my cell phone. I understand that text messaging rates will apply to any messages received from SUNSET PACIFIC. I also understand that I or SUNSET PACIFIC may revoke this permission in writing at any time. I agree not to hold SUNSET PACIFIC liable for any electronic messaging charges or fees generated by this service. I further agree that in the event my contact/cell phone number changes that I will inform SUNSET PACIFIC.

Signature: _____

Name (Please Print) _____

Company: _____

Cell phone # (_____) _____

This authorization form will remain in effect until revoked in writing by me or SUNSET PACIFIC.

Dated: ____/____/____ (Mo/Day/Year)

Privacy Disclaimer: Text messaging is provided as a service to customers, vendors, contractors, trucking companies, etc. Your information will not be shared or distributed in any way.



U.S. Department
of Transportation

Federal Motor Carrier Safety Administration

DOT/FMCSA Mobile Phone Restriction Rule for Commercial Motor Vehicle Drivers

Overview and Background

FMCSA rule restricts the use of all hand-held mobile devices by drivers of **commercial motor vehicles (CMVs)**. This rulemaking restricts a CMV driver from holding a mobile device to make a call, or dialing by pressing more than a single button. CMV drivers who use a mobile phone while driving can only use a hands-free phone located in close proximity.

The rule applies to drivers operating a commercial motor vehicle on a roadway, including moving forward or temporarily stationary because of traffic, traffic control devices, or other momentary delays.

What is the definition of using a mobile telephone?

- Using at least one hand to hold a mobile phone to make a call;
- Dialing a mobile phone by pressing more than a single button; or
- Reaching for a mobile phone in a manner that requires a driver to maneuver so that he or she is no longer in a seated driving position, restrained by a seat belt.

What does this rule mean to drivers and carriers?

- **Fines, Penalties, and Loss of Work-** Using a hand-held mobile phone while driving a CMV can result in job disqualification.
- **Disqualification -** Multiple violations of the prohibition of using a hand-held mobile phone while driving a CMV can result in a driver disqualification by FMCSA. Multiple violations of State laws prohibiting use of a mobile phone while driving a CMV is a serious traffic violation that could result in a disqualification by a State of drivers required to have a Commercial Driver License.

What are the risks?

FMCSA shows that the odds of being involved in a safety-critical event (e.g., crash, near-crash, unintentional lane deviation) are 6 times greater for CMV drivers who engage in dialing a mobile phone while driving than for those who do not. Dialing drivers took their eyes off the forward roadway for an average of 3.8 seconds. At 55 mph (or 80.7 feet per second), this equates to a driver traveling 306 feet, the approximate length of a football field, without looking at the roadway!

- **Impact on Safety Measurement System (SMS) Results -** Violations negatively impact SMS results, and they carry the maximum severity weight.

Compliance

To comply, a driver must have his or her mobile telephone located where he or she is able to initiate, answer, or terminate a call by touching a single button, **while he/she is restrained by properly installed and adjusted seat belts.**

- Use an earpiece or the speaker phone function.
- Use voice-activated dialing.
- Use the hands-free feature.

Drivers are not in compliance if they unsafely reach for a mobile phone, even if they intend to use the hands-free function.

I hereby acknowledge that failure to comply with the above FMCSA regulations is considered breach of contract.

Print Name: _____
(Independent Contractor/Driver)

Signature: _____
(Independent Contractor/Driver)

SIGN HERE



Article 1. Driving Offenses [23100-23135] states, "A person shall not drive a motor vehicle while holding and operating a handheld wireless telephone or an electronic wireless communications device unless the wireless telephone or electronic wireless communications device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while driving."

California has several laws banning the use of cellphones (wireless telephones) while behind the wheel. On July 1st, 2008, the State of California passed a law prohibiting the use of a cell phone while driving. A subsequent law was passed on January 1st, 2009 that also prohibited text messaging and other wireless device use while driving.

Due to the danger and concern for other drivers, the above include:

- Talking on a cell phone and/or texting in States that prohibit this activity
- Reading Qualcomm messages while driving
- Talking with dispatchers and other company personnel while driving

Ban on Handheld Cell Phones

California's law bans all drivers from using handheld cellphones. The law applies to anyone driving in California, whether the driver lives in California or not.

The Hands-Free Cell Phone Law

The rules for *hands-free* cellphones use while driving depend on the age of the driver. For the most part, drivers who are at least 18 years old are allowed to use hands-free phones while driving. These drivers can use a Bluetooth or other earpieces, but cannot cover *both* ears. The law also allows drivers 18 years or older to use the speaker phone function of a wireless phone.

Violation of these laws is considered breach of contract, therefore can result in fines, penalties, and/or termination of contract.

Violation includes the receiving of a TICKET, CITATION, or a WARNING

I hereby acknowledge that failure to comply with the above California law is considered breach of contract.

Print Name: _____
(Independent Contractor/Driver)

Signature: _____
(Independent Contractor/Driver)

SIGN HERE

NAIT ASSOCIATION PROGRAM INSURANCE APPLICATION

Applicant Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. _____				
Last	First	Middle		
Address: _____				
Street/PO Box	Apt	City	State	Zip
Social Security #: _____		Date of Birth: _____		Phone: _____
CDL #: _____		CDL State: _____		
Email Address: _____ What do you haul? _____				

You are an/a: ☐ Owner Operator ☐ Fleet Owner ☐ Fleet Driver If a Fleet Driver, please identify the fleet owner you drive for: _____

Insurance services provided by TransGuard General Agency, Inc. ("TGA"); In California, doing business as TransGuard General Insurance Agency; In Utah, doing business as TransGuard General Insurance Agency, Inc. If you need coverage that is not addressed in this application, please contact TransGuard General Agency, Inc. at (800) 821-8014 for assistance.

OCCUPATIONAL ACCIDENT

Do you want to purchase Occupational Accident coverage for yourself? ☐ Yes* ☐ No

***If yes, please complete the following information:**

How is your income reported: ☐ 1099 ☐ W-2 ☐ Other **Height:** _____ Feet _____ Inches **Weight:** _____

Please name a beneficiary for the payment of accidental death benefits. (Accidental death benefits are payable to your surviving spouse or dependent children, subject to the terms and conditions of this coverage. The beneficiary designation requested only applies when benefits are payable and you do not have a spouse or dependent children surviving.)

Name of Beneficiary	Address (Street/City/State/Zip)	Relationship

Have you been injured in a work-related accident during the past 36 months? ☐ Yes ☐ No

Date of Accident/Injury: _____

Explanation of Accident/Injury: _____

Treatment Received: _____

Have you received medical treatment for a health-related condition in the past 36 months? ☐ Yes ☐ No

Describe health related condition and treatment received: _____

Are you presently taking any prescription medications? ☐ Yes ☐ No

List medications and what conditions they are used to treat: _____

Do you have any health restrictions or limitations on the type of work you can perform? ☐ Yes ☐ No

Describe restrictions and limitations: _____

Do you have a disability rating? ☐ Yes* ☐ No

*If yes, give percentage: _____ % Disabled area: _____

What caused the disability? _____

When this coverage is provided, you will be insured under the Occupational Accident plan elected by your motor carrier as satisfying their coverage requirements or the plan you elect if billed direct pay. You are also selecting Non-Occupational Accident Coverage with this purchase if your motor carrier requires such coverage on the date of application. If Occupational Accident Coverage for a Helper/Co-driver/Spouse or Partner is needed, a separate supplemental application must be completed. Contact TransGuard General Agency, Inc. for assistance.

WORKERS' COMPENSATION

(Excludes sole-proprietor and partner, this coverage is for your employees only)

You are a: ☐ Sole-proprietor ☐ Partnership ☐ Corporation

Your state of residence: _____

Your FEIN / State Tax ID #: _____

If you operate under a company name, list it here: _____

Do you have a Workers' Compensation policy for other employees?

☐ Yes ☐ No

Do you want to purchase coverage for your casuals/helpers?

☐ Yes ☐ No

Do you have employee fleet drivers?

☐ Yes ☐ No

Do you want to purchase coverage for your employee fleet drivers?

☐ Yes* ☐ No

*If yes, how many? _____

*Complete the Workers' Compensation Information Sheet.

COMMERCIAL BUSINESS AUTO

Equipment #1:

Do you want to purchase Non-Trucking Liability?

☐ Yes ☐ No Limit: ☐ \$500,000 ☐ \$1,000,000

Do you want to purchase Physical Damage Coverage?

☐ Yes ☐ No

Which Comprehensive/Collision Deductible?

☐ \$250 ☐ \$500 ☐ \$1000 ☐ \$2500

Stated Amount: \$ _____

☐ Tractor ☐ Trailer ☐ Other: _____

Year _____

Manufacturer/Model/Gross Weight _____

VIN# _____

Loss Payee (lien holder/lessor) _____

Loss Payee Address _____

Equipment #2:

Do you want to purchase Non-Trucking Liability?

☐ Yes ☐ No Limit: ☐ \$500,000 ☐ \$1,000,000

Do you want to purchase Physical Damage Coverage?

☐ Yes ☐ No

Which Comprehensive/Collision Deductible?

☐ \$250 ☐ \$500 ☐ \$1000 ☐ \$2500

Stated Amount: \$ _____

☐ Tractor ☐ Trailer ☐ Other: _____

Year _____

Manufacturer/Model/Gross Weight _____

VIN# _____

Loss Payee (lien holder/lessor) _____

Loss Payee Address _____

If you answered yes, to wanting to purchase Non-Trucking Liability or Physical Damage Coverage, please answer the questions below:

Do you run under your own authority?

☐ Yes ☐ No

Do you use your vehicle for training?

☐ Yes ☐ No

Do you haul for more than one motor carrier?

☐ Yes ☐ No

If yes, who are the motor carriers? _____

Do you use your tractor as your primary personal vehicle?

☐ Yes ☐ No

NAIT MEMBERSHIP

I understand that I must be a member of the National Association of Independent Truckers ("NAIT") in order to participate in its insurance programs. If I am not currently a member, I will apply for membership. I may become and remain a member of NAIT without the purchase of NAIT sponsored insurance.

POLICY TERMS AND CONDITIONS

Coverage applied for under the NAIT insurance program is subject to all the terms, conditions and limitations of the policy providing the coverage requested.

PAYMENT TERMS: I understand that the cost of this insurance is my sole obligation and responsibility, and I agree that I will pay upon demand or at any time my account remains unpaid, any amount due and owing. I also understand that if

POLICY TERMS AND CONDITIONS (CONTINUED)

my insurance is canceled my deposit premium will be used to cover my outstanding premium. If the motor carrier to whom I am under contract has agreed to settlement deduction arrangements for the payment of premium, I hereby APPOINT that motor carrier as my agent for receipt of NAIT Program billing notices and AUTHORIZE them to make deductions from my account equal to the cost of NAIT membership dues, benefits and insurance premiums and to remit same as required on my behalf. I also authorize the motor carrier named on page 4 of this application or on my Evidence of Coverage, if changed, to remit any deposit of premium and/ or membership dues required for participation in NAIT's insurance programs. Deposit premium is fully refundable upon termination of coverage if my account is current and in good standing. I understand there is a one-month deposit charge for NAIT membership dues and a one month deposit premium charge for all insurance coverages, except Workers' Compensation. For Workers' Compensation, a state mandated minimum charge, per policy, is applicable.

AGREEMENTS

I certify that I am DOT qualified and that I have complied with all applicable DOT requirements. I am not now, nor will I become, an employee of any motor carrier while any insurance provided through an NAIT program is in force. I authorize the release to TGA, its affiliated insurers and their representatives, if necessary: 1) all insurance documents related to me and/or my insured equipment; 2) my current Motor Vehicle Report (MVR) and/or my drivers' MVR, including updates as needed; 3) applicable medical records; 4) any test results in accordance with DOT regulations; 5) a copy of my current equipment lease agreement(s), if any; and 6) a copy of my independent contractor agreement with my motor carrier. I understand this information may be used for purposes of evaluating my application for insurance. I authorize my motor carrier to request cancellation of my coverage whose premium is paid by settlement deduction arrangements when I am no longer under contract to that motor carrier. I understand NAIT, as group policyholder, has authority to execute and cancel all group coverage. I accept and acknowledge that NAIT, as group policyholder, has elected Uninsured Motorist limits of \$25,000 per person/\$50,000 per occurrence, the minimum established by the state of Illinois, to apply to the group policy when Non-Trucking Liability coverage is elected and accepts that only in the event another state is determined to have jurisdiction, the maximum limits that will apply are the minimum limits (including rejection of coverage) permitted by that state for uninsured motorist, underinsured motorist, personal injury protection and any other no fault insurance required. I knowingly reject statutory Workers' Compensation coverage when opting for Occupational Accident coverage, if required by state law.

Applicable To Occupational Accident coverage only: I further understand and agree that as an independent contractor and in choosing this Occupational Accident coverage, I am not able to file nor otherwise assert any claim for statutory Workers' Compensation benefits against my motor carrier and/or any insurers or other companies related to such entities. I further agree to indemnify and forever hold harmless NAIT, my motor carrier, and/or any insurers or other companies related to any of the foregoing entities of and from any and all claims that may be made by me or by anyone else on my behalf for statutory Workers' Compensation benefits.

A credit report or other investigative report about me may be requested in connection with this application for insurance and subsequent renewals. Any information about me or which I have provided about anyone will be treated confidentially. However, this information, as well as other non-public personal or privileged information subsequently collected, may, under certain circumstances, be disclosed without prior authorization to non-affiliated third parties. Information may be shared with affiliated companies for such purposes as claims handling, servicing, underwriting and insurance marketing. I have the right to see personal information collected about me, and I have the right to correct any information which may be wrong. A description of TGA's information practices, and my rights regarding information TGA collects may be obtained by contacting TGA.

I certify the information that I have provided in this application is true, complete and accurately recorded to the best of my knowledge and belief. I understand this information will be used to apply for insurance coverage on my behalf. If approved, this application will be attached to and made a part of each policy providing the coverage requested. I certify that I have fulfilled all requirements to work legally in the U.S. by 1) being a U.S. citizen and/or 2) being in full compliance with all Federal laws and/or regulations regarding work eligibility. **I understand that the giving of any inaccurate, false, or misleading information on this application may result in rejection of this application and the denial of benefits under any and all insurance coverage for which I have applied.**

I authorize TransGuard General Agency, Inc. and its affiliates to electronically send all insurance documents, account notices, invoices, disclosures, etc., if applicable, to the email address on file. I also agree to notify TransGuard if I change my email address.

INITIAL/DATE: _____

FRAUD WARNINGS

Fraud Warning applicable to residents of all states except those listed below: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

IN AL, AR, DC, LA, MD, NM, RI, WV – Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

IN CA – For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

IN CO – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

IN FL, OK – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

IN KS – Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

IN KY, NY, OH, PA – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

IN ME, TN, VA, WA – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

IN NJ – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

IN OR – Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

I UNDERSTAND AND AGREE THAT COVERAGE REQUESTED IN THIS APPLICATION WILL NOT BE AFFORDED UNTIL THIS APPLICATION IS SUBMITTED AND I AM APPROVED. I CERTIFY AND REPRESENT THAT I HAVE READ AND UNDERSTAND THIS APPLICATION USING TRANSLATION SERVICES AS NEEDED AND THAT THE INFORMATION I HAVE PROVIDED AND THE REPRESENTATIONS I HAVE MADE HEREIN ARE TRUE AND CORRECT.

APPLICANT SIGNATURE

DATE

MOTOR CARRIER NAME/TERMINAL LOCATION

UNIT NUMBER



MEMBERSHIP APPLICATION

APPLICANT: ☐ MR. ☐ MRS. ☐ MS. _____
LAST FIRST MIDDLE

ADDRESS: _____
(PHYSICAL) STREET APT/STE CITY STATE ZIP

ADDRESS: _____
(MAILING) STREET APT/STE CITY STATE ZIP

PHONE #: (____) _____ - _____ ☐ HOME ☐ CELL ☐ OTHER _____

PHONE #: (____) _____ - _____ ☐ HOME ☐ CELL ☐ OTHER _____

E-MAIL: _____ @ _____ ☐ No EMAIL

DO YOU OWN YOUR OWN COMPANY? ☐ YES ☐ NO

IF "YES", ENTER NAME HERE: _____

I HEREBY APPLY FOR MEMBERSHIP IN THE NATIONAL ASSOCIATION OF INDEPENDENT TRUCKERS, LLC ("NAIT")
AND AGREE TO PAY MONTHLY MEMBERSHIP DUES DISCLOSED AT www.naitusa.com.

I UNDERSTAND MEMBERSHIP IS NONTRANSFERABLE.

SUBMISSION OF THIS APPLICATION FOR MEMBERSHIP AUTHORIZES NAIT AND ITS AFFILIATED BENEFIT PROVIDERS TO CONTACT ME
OR MY COMPANY BY MAIL, PHONE, FAX OR E-MAIL REGARDING NAIT MEMBERSHIP AND MEMBER BENEFITS.

SIGNATURE: _____

DATE: _____

RETURN TO:

MAIL: PO Box 901606, KANSAS CITY, MO 64190

E-MAIL: MemberBenefits@NAITUSA.com

FAX: (816) 713-1333

FOR ADDITIONAL INFORMATION ON YOUR TOTAL BENEFIT PACKAGE VISIT www.naitusa.com OR CALL (800) 821-8014

Follow us on Twitter: @naitusa



FMCSA

Federal Motor Carrier Safety Administration

Part 395- Hours of Service Electronic Log Device

1. Have a blank paper log book accessible in case device fails.
2. If the unit fails, the written log has to have the complete 24 hours day (12:00am to 12:00am) accounted for.
3. Have in possession the last 8 days of logs available in case if they are requested by any officer.
4. Have access to instruction manuals available for any officer performing an inspection.
5. Off duty driving is when your bobtailing for personal use.
6. On duty is any time spent on work related load, vehicle, location.

I hereby acknowledge that failure to comply with the above FMCSA regulations is considered breach of contract.

Print Name: _____
(Independent Contractor/Driver)

Signature: _____

LOG POLICY / LOG VIOLATIONS

During the past few months we have had a lot of drivers being careless with going over their OnDuty/Driving/Cumulative & 30mins break times. As of August 1, 2014, any driver that is found to be in violation of any of the above mentioned status' will be fined. **Sunset Pacific does NOT want “your” money; we just want ALL drivers to be responsible and compliant with D.O.T and company policy regulations.**

Below are the fines:

- \$5 dollars per minute for going over **On Duty & 30min break**
 - \$10 dollars per minute for going over **Driving & Cumulative**
- PLEASE NOTE WE HAVE A ZERO TOLERANCE FOR DRIVING & CUMULATIVE**

Drivers with multiple violations will meet with the Safety Manager; shall receive log training; and will not be able to be dispatched until released and cleared.

If you do not have sufficient hours to run a trip, it is **YOUR RESPONSIBILITY TO ADVISE DISPATCH OF THE FACT.** IT IS D.O.T. AND COMPANY POLICY THAT OUR INDEPENDENT CONTRACTOR'S, OWNER OPERATORS, **AND** DRIVERS FOR OWNER OPERATORS COMPLY WITH THE HOURS OF SERVICE REGULATIONS.

FOR **ANY “OUT OF SERVICE”** INFRACTION, THERE WILL BE A FINE OF **\$500.00**

.....

LOG DISCIPLINARY PROCESS

HOURS OF SERVICE:

Violations of the hours of service regulations and falsified logs will be handled in the following manner;

1. FIRST INFRACTION – Verbal notice & consultation
2. SECOND INFRACTION – Written notice, warning & log class
3. THIRD INFRACTION – 2nd written notice, meet with Ops Manager, possible termination
4. FORTH INFRACTION – Automatic Termination

Log falsifications include: logging in under Off Duty driving while under dispatch and showing the truck moving while logged as On Duty, Off Duty, or Sleeper Berth.

MUST BE SIGNED BY DRIVER

By signing below,

- I am acknowledging that Sunset Pacific Transportation has explained the policies and expectations regarding Hours of Service
- I am aware of all potential charges that are dependent of my actions.
- I agree to abide by and understand all of what is mentioned above.

DATE: ____ / ____ / ____ PRINT

SIGNATURE: _____

FMCSR Title 49, CFR 395.8 (j)(2)
Independent Contractor/Driver for Independent Contractor
On Duty Hours/Data Sheet

Full Name (print): _____
Social Security# or EIN #: _____
Motor Vehicle Operator's License Number: _____
Type of License: _____ Issuing State: _____

Rule 395.8 (j)(2) Federal Motor Carrier Safety Regulations.

Motor Carrier Instructions: Company 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.

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 _____
Company Representative

CHECK LIST FOR INTERMITTENT, CASUAL OR OCCASIONAL DRIVER

The qualification file for an intermittent, casual, or occasional driver contracted under the rules in Sec. 391.63 must include the following forms as per FMCSR Section 391.51(d).

1. **Medical Examiner's Certificate-** The medical examiner's certificate of his physical qualification to drive a motor vehicle or a legible photographic copy of the certificate pursuant to PART 391.43 _____
2. **Certificate of Driver's Road Test-** The certificate of driver's road test issued to the driver pursuant to Sec. 391.31(e), or a copy of the license or certificate which the motor carrier accepted as equivalent to the driver's road test pursuant to PART 391.31 _____

Please note that pertinent drug/alcohol testing regulations must also be complied with for an intermittent, casual, or occasional driver.

SUNSET PACIFIC TRANSPORTATION, INC.

Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize Sunset Pacific Transportation, Inc., to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold Sunset Pacific Transportation, Inc., responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Sunset Pacific Transportation, Inc., receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit from to the Sunset Pacific Transportation, Inc., Accounts Payable Department.

Individual Information

Name: _____

Address: _____ City, State, Zip: _____

Phone No: _____

Account Information

Name of Financial Institution: _____

Routing No.: _____ Checking _____

Account No.: _____ Savings _____

Signature

Authorized by (Print Name): _____ Title: _____

Signature: _____ Date: _____

Please select a method of receiving your settlement sheet: ***SELECT ONE ONLY***

☐ Pick up in Dispatch ☐ Email: _____ ☐ U.S. Mail (W-9 address)

Attach Voided Check Here

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SVA Driver Qualification Standards

Driver Eligibility Requirements

- ☐ All MVRs must have current valuation date, within six months of effective date.
- ☐ All violations and accidents in commercial or personal vehicles will be measured.
- ☐ All accidents on MVRs or loss runs are considered at-fault unless otherwise supported by a police report.
- ☐ Sampling of MVRs may be done under MVR Sampling Table under F.8.d.(4)

Driver Eligibility

- ☐ Drivers must have a current and valid CDL applicable to the vehicle being driven.
- ☐ Must be at least 23 years of age and have at least two years of professional, over-the-road experience with a similar operation.
- ☐ Must provide proof of a current medical certificate for any driver over the age of 65.
- ☐ No Major Violation (Type I) within 36 months, No Major Violations (Type II) within 60 months, 5 or more Minor Violation points in the past 36 months, or 3 or more Minor Violation points in the past 12 months.

Violation Table Minor Violations (1 Point)	Minor Violation (2 Points)	Major Violation (Type I) - 36 Months	Major Violation (Type II) - 60 Months
Improper Stop on Highway	Speeding 16-20 MPH Over	Failure to Report an Accident	Driving w/ Suspended- Revoked License
Lane Violation	Following too Close	Failure to Stop, Aid, or Identify	DUI/DWI, Drug or
Speeding 1-15 MPH Over Limit	Careless Driving	Reckless Driving	Alcohol Possession
Traffic Control Device	Cell Phone Use	Wrong Way on Highway	False Report to Department
Unsafe Operation of a Motor Vehicle		At Fault Accident with a Fatality	Fraudulent Use of Driver's License
1 At Fault Accident		2 or More At Fault	Hit and Run
Failure to Yield		Accidents (referral)	Leaving the Scene
Red Light		Allowing Non-Licensed Operator	Homicide with a MV
Stop Sign		Speed 21+ (may be referred)	Manslaughter with a MV
Improper U-Turn			Passing a School Bus
Improper Backing or Turning			Participating in Racing
			Eluding a Police Officer
			Railroad Crossing