



INDEPENDENT CONTRACTING AGREEMENT

This Independent Contracting Agreement (the “Agreement”), is entered into by and between _____ (“Contractor”) and Fairchild Resources, Inc. (“Company”) (collectively “the Parties”) as of _____, 2023 (the “Effective Date”).

WHEREAS, Contractor is in the business of transporting freight, has interstate motor carrier operating authority, and transports freight in interstate commerce and across state lines;

WHEREAS, the Company from time to time has a need for the transportation of freight and desires to engage Contractor to perform freight transportation services on an independent contractor basis and the parties wish to memorialize the terms and conditions of their arrangement;

WHEREAS, effective January 1, 2020, California enacted Labor Code section 2750.3, providing in pertinent part:

(1) If a business entity formed as a sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) contracts to provide services to another such business (“contracting business”), the determination of employee or independent contractor status of the business services provider shall be governed by Borello, if the contracting business demonstrates that all of the following criteria are satisfied:

(A) The business service provider is free from the control and direction of the contracting business entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.

(B) The business service provider is providing services directly to the contracting business rather than to customers of the contracting business.

(C) The contract with the business service provider is in writing.

(D) If the work is performed in a jurisdiction that requires the business service provider to have a business license or business tax registration, the business service provider has the required business license or business tax registration.

(E) The business service provider maintains a business location that is separate from the business or work location of the contracting business.

(F) The business service provider is customarily engaged in an independently established business of the same nature as that involved in the work performed.

(G) The business service provider actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from the hiring entity.

(H) The business service provider advertises and holds itself out to the public as available to provide the same or similar services.

(I) The business service provider provides its own tools, vehicles, and equipment to perform the services.

(J) The business service provider can negotiate its own rates.

(K) Consistent with the nature of the work, the business service provider can set its own hours and location of work.

(L) The business service provider is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code.

WHEREAS, Contractor is a business service provider and represents to Company that Contractor satisfies each of the criteria of Labor Code section 2750.3 set forth above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. At the time that Contractor provides any freight transportation services to Company, Contractor shall be in compliance with and meet each of the criteria as provided in Labor Code section 2750.3 set forth above. Contractor shall give written notice to Company in the event of Contractor's inability to satisfy any of said criteria.

2. Contract Term. Contractor's agreement with the Company pursuant to this Agreement shall commence on the Effective Date and shall continue through _____ (the "Term"). The Parties may only extend the term of this Agreement by a written agreement executed by the Parties. Either party may terminate this Agreement upon written notice to the other party, except that Contractor shall not terminate this Agreement after it has accepted an order for freight transportation from Company and before completing the transportation of the freight. Contractor is free to accept or reject any request for transportation services.

3. Services. Contractor will, upon the request from the Company, provide transportation services for Company as an independent contractor. Contractor is free to accept or reject any request for transportation services. Specifically, Contractor is to transport freight, to furnish any and all power units and/or equipment, including trailers, and perform all services for such freight transportation (the "Services.") The Services are deemed complete only when the Services have been performed in full, as evidenced by

delivery of the receipt, bill of lading, or other written shipping documents to the office of the Company. Contractor is free to accept or reject any request for transportation services. It is understood and agreed that Contractor will only perform the Services upon the request of and with authorization from Gene Conti, Jr., on a per-assignment basis. Contractor generally may perform the Services at such times as Contractor deems appropriate, provided that Contractor must complete each project by the project deadline designated by the Company. Contractor is otherwise free to complete the services at a time and in the manner Contractor deems appropriate, including route selection and equipment selection. Contractor represents that Contractor is qualified and legally authorized to perform the Services and agrees to perform the Services in a skilled and professional manner using Contractor's best efforts and abilities. In performing the Services, Contractor will comply with all applicable laws and will not violate the rights of any other person or entity or engage in any unlawful conduct or willful misconduct.

4. Contract Fees. As consideration for the Services provided under this Agreement during the Term of this Agreement, Contractor will be paid at the stated rates for duly authorized Services that the Contractor provides. Contractor will invoice the Company on a monthly basis. Invoices must be in a mutually agreeable form and must include the Contractor's name, address, social security or tax identification number and a list of the Services during the billing cycle. The Company will pay Contractor on a monthly basis, with payment reported on a 1099 tax form.

5. Termination. Either of the Parties may terminate this Agreement as provided herein with or without cause for any reason on written notice of termination to the other party. Upon termination of this Agreement for any reason, Contractor shall provide the Company with a final invoice for all unpaid Services.

6. Independent Contractor. It is the Parties' intent that the relationship between the Parties shall be and remain an independent contractor relationship, and not an employment relationship. Accordingly, Contractor will provide the Services exclusively as an independent contractor to, and not as an employee of the Company, and Contractor shall give Company immediate notice should Company's status under the criteria of Labor Code section 2750.3 change. Contractor agrees that Contractor has the sole right to accept or reject any requested transportation services and to control the means and manner by which the Services are performed. Nothing in this Agreement shall be interpreted as creating or establishing an employment relationship, partnership, agency or joint venture between Contractor and the Company. Contractor will not be considered an employee of the Company for any purposes, including without limitation, employment, wage and hour, wage payment, tax, workers' compensation and unemployment compensation laws, and Contractor agrees never to assert that the performance of any of the Services creates an employment relationship with the Company. Contractor will not be paid any wages, salary or other compensation by the Company, except for the Fees described in Section 4 above, and Contractor will not participate in or be covered by any employee benefit plans or programs offered by the Company, nor will Contractor accrue or be entitled to any other employee benefits from the Company. Neither party will be or hold themselves out as the

employee, agent, officer, director, or representative of the other. Contractor will have no authority to bind the Company or represent that Contractor has the power to do so except to the extent set forth herein or as expressly authorized in writing, from time to time, by Gene Conti, Jr.

7. Insurance. Contractor shall obtain all insurance coverage required by law and this Agreement for the Services performed pursuant to this Agreement. Contractor agrees to provide the Company with a current certification of insurance evidencing coverage of all equipment utilized by Contractor and shall include commercial general liability, automobile/truckers liability, physical damage, cargo liability, and workers' compensation insurance (if applicable) as set forth herein. Contractor shall maintain both comprehensive and collision physical damage insurance covering loss or damage to any Company owned or leased trailers/equipment, and any trailers and equipment owned by others, whether or not connected to any equipment owned or operated by Contractor. Contractor's insurance policy shall include coverage for full replacement value of any Company equipment under the Contractor's care, custody, or control, whether connected to any equipment owned or operated by Contractor's equipment or not, including but not limited to coverage for towing and storage, theft by any person and/or mysterious disappearance. Contractor's physical damage policy will include coverage for loss or damage arising from flood and/or earth movement. Contractor shall maintain such comprehensive and collision physical damage insurance with minimum limits of \$65,000 per unit (\$130,000 for Semi or Semi Pull Trailer) or such amount as the Company may from time to time require. The Company shall be specifically named as a loss payee on Contractor's physical damage insurance policy. Contractor's insurance shall be primary to, and shall not seek contribution from, any other insurance which may be available to the Company.

At all times during the term of this Agreement, Contractor shall maintain insurance and minimum limits as follows:

a. Commercial General Liability:

General Aggregate Limit: \$1,000,000

Products/Completed Operations Limit: \$1,000,000

Each Occurrence Limit: \$1,000,000

Personal/Advertising Injury: \$1,000,000

Fire Legal: \$50,000

Coverage will be written on occurrence form CG001 1001 or Equivalent and deductibles or self-insured retentions will be declared on the certification of insurance and will not exceed \$2,500 per occurrence. The Company will be included as an "additional insured" using form CG2010 1001 or the equivalent and the additional insured endorsement will be attached to the certificate evidencing coverage.

b. Automobile/Truckers Liability:

Each Occurrence Limit: \$1,000,000

Any deductibles or self-insured retentions will be declared on the certificate of insurance and will not exceed \$2,500 per occurrence without prior approval of the Company

The Company shall be named as an additional insured on the Contractor's Automobile/Truckers Liability Policy.

Contractor's Automobile/Truckers Liability Policy shall cover liability in connection with any and all autos and trailers that Contractor may use in connection with this Agreement, including coverage for any of Company's equipment and trailers, and equipment and trailers of others, while under care, custody and control of Contractor, whether or not connected to any equipment owned or operated by Contractor.

c. Physical Damage Coverage Per Unit:

Each Occurrence: \$25,000

The Company and any other owner of the unit shall be named as a loss payee. The policy shall include coverage for loss or damage arising from flood and/or earth movement.

d. Cargo Liability Coverage:

Each Occurrence: \$50,000

The Company shall be named as loss payee.

e. Workers' Compensation (if applicable):

Statutory Limits Employers Liability: \$1,000,000

All required insurance coverage shall be issued with insurance companies authorized to do business in California and with an A.M. Best Rating of A-/VIII or better, except for workers' compensation coverage issued through state compensation insurance fund.

ALL INSURANCE POLICIES OF CONTRACTOR SHALL BE PRIMARY AND SHALL NOT SEEK CONTRIBUTION FROM ANY POLICIES AVAILABLE TO THE COMPANY.

9. Certifications. Throughout the term of this Agreement Contractor shall maintain the following certifications:

a. Current Motor Carrier Permit;

- b. Any changes to current insurance policies and/or certificates of insurance will require updated copies to be sent to the Company for their records;
- c. In accordance with SB871 effective January 1, 2003, a Contractor that has one power unit (truck/tractor) listed under their operating authority, three trailers or less, and works for a prime carrier for at least sixty days in a ninety day period shall:
 - i. Provide the Company documentation in the form of a receipt from an accredited business that a ninety day BIT (Biennial Inspection of Terminal) inspection was performed on their truck/tractor every ninety days. There will be at least four inspections documented every calendar year;
 - ii. Provide the Company with a copy of BIT certificate (pass or fail) issued by the California Highway Patrol Commercial PIT Enforcement;
 - iii. Submit daily logs to the Company or the designated location selected by the Company within seven days of completion;
 - iv. Provide proof of enrollment into or participation in a DOT approved drug and alcohol testing program. Contractor shall be responsible for all costs incurred in testing. Contractor shall sign additional agreements so that all results of drug and alcohol tests are released to the Company.
 - v. In case of an accident while providing Services, Contractor shall notify the Company at (209) 467-0626 or (800) 842-7056 immediately. It will then be determined whether or not Company, at Company's option, requires a post-accident drug and alcohol screen.
 - vi. Contractor agrees not to allow any driver (including themselves) to provide Services to the Company following a positive result or refusal of any drug and/or alcohol test, as described in FMCSR.
 - vii. Contractor is responsible for any and all BIT and/or 90 day inspections on their equipment and terminal. Contractor is responsible for any and all costs that may be incurred from said inspections. Contractor is responsible for any and all record keeping of said inspections.

10. Recordkeeping and Maintenance of Records. The Company shall furnish to the Contractor a truck tag, which shall serve as the basic accounting record. It shall be Contractor's responsibility to accurately complete the truck tag with all of the following:

- a. Arrival and departure times at the origin and destination;

- b. Correct location of load pick-up (Company or PIT) and the precise location (street address, lot #'s, sub division) of delivery of the load;
- c. Job numbers and/or purchase order numbers when required;
- d. Contractor shall obtain necessary signatures on truck tags. Unsigned tags will not be paid until the Company receives payment. In the event the Company is unable to collect on an unsigned tag, no payment shall be made;
- e. Weight tags/sand PIT tags must be attached to all truck tags;
- f. Completed, signed truck tags will be either hand delivered to the Company's office or by U.S. Postal Service within five days of the work date on the truck tag. Late tags (received after the fifth day or after the third day after close of the month), will be paid on the following payment cycle and are subject to a 10% deduction.

11. Equipment and Operating Expenses. Contractor shall provide all of the tools, vehicles, and equipment necessary to perform Services under this Agreement, and all expenses directly related to or incidental to the operation of any motorized tractor (including but not limited to, fuel, oil, tires, collision, insurance, repairs, maintenance payroll, social security taxes, and payroll cost if any) shall be solely the Contractor's expense. Contractor shall not incur any indebtedness in the name of or against the credit of the Company unless authorized in writing by the Company. Contractor is responsible for each load Contractor receives and hauls. This includes responsibility for overloading, spillage or any occurrence resulting in either partial loss or entire loss of load.

12. Schedule of Contractor Deductions. Contractor agrees that the Schedule of Contractor Deductions attached hereto as Exhibit "A" (deductions from any compensation may be made in amounts not greater than indicated by the provisions of said Schedule of Contractor Deductions) shall apply. In no event shall any provision of the Schedule attached as Exhibit "A" supersede any of the provisions of any separate agreement between the Company or Contractor, or any agreement between the Company or any shipper governing services for which any Contractor provides their services.

13. No Solicitation. During the term of this Agreement, Contractor shall not solicit traffic from any shipper, consignor, consignee or customer of the Company, where the availability of such traffic first became known or tendered to Contractor as a result of the Company's efforts. If the Contractor obtains freight from such a shipper, consignor, consignee or customer, the Contractor agrees to pay the Company a commission equal to 15% of the total revenue received from such freight for a period of one year following the breach.

14. Payment of Taxes and Withholdings. Contractor is solely responsible for all taxes and withholdings, including but not limited to, all payroll, federal income taxes, state income taxes, state disability insurance, and unemployment insurance compensation contributions and other similar statutory obligations with respect to the Services performed under this Agreement. No part of Contractor's compensation will be subject to

withholdings by the Company for payment of any social security, federal, state or any other employee payroll taxes.

15. Indemnification. Contractor will indemnify and hold the Company harmless from and against all injuries or losses (including reasonable attorneys' fees and costs) incurred by the Company because of any conduct of Contractor as well as for any failure on the part of Contractor to comply with the terms of this Agreement.

16. Confidentiality, Trade Secret, and Non-Disclosure Covenant: Contractor acknowledges that during the term of this Agreement, Contractor will have access and will be privy to Confidential Information (including trade secrets) important to the Company's business. Confidential Information includes but is not limited to, all files and records of the Company's customers, all information concerning transactions with customers, customer lists, payroll or personnel records of past or present employees, financial records of the Company, all records pertaining to purchases from vendors or suppliers, correspondence and agreements with manufacturers or distributors, documents concerning operating procedures of the Company, and all documents designated by Company as Confidential Information. Contractor acknowledges that such Confidential Information constitutes trade secrets pursuant to applicable statutes, that the Confidential Information is worthy of protection, that the Confidential Information is the sole property of the Company, and that the covenants contained in this Agreement are a reasonable means to provide such protection.

Accordingly, except as required in order to perform the Services, the Company and Contractor and their principals, employees, independent contractors, affiliates, subsidiaries, and sub-contractors will not during or after the Term of this Agreement directly or indirectly use or disclose any of the Confidential Information, on their own behalf or on behalf of any other person, business, corporation, or entity, to any person, business, corporation, entity, or the public. Contractor further agrees that on the termination of this Agreement, or at any time on request by the Company, Contractor shall deliver possession to the Company of all copies of all Confidential Information and all documents, writings, and other things of every kind and description prepared or acquired in connection with the Company's business or at the Company's expense or in the course of Contractor's Service or that contain the Company's proprietary information including all copies of the same.

17. Remedies; Injunctive Relief; Liquidated Damages; Mediation. If Contractor breaches any provision of this Agreement, the Company reserves the right to avail itself of any remedy available to it at law or in equity. Contractor also acknowledges and agrees that the Company shall be entitled to injunctive relief against Contractor for any violation of Section 10 of this Agreement. In the event of any dispute or claim arising out of or in connection with this Agreement or Contractor's Service with the Company, the parties shall first meet and confer in good faith to fairly and equitably resolve the dispute. Such meeting shall occur within seven (7) days of the date of written notice implementing this dispute resolution process. If the parties cannot resolve the issue within ten (10) days, then they shall attend mediation before a mutually-agreed-upon mediator within sixty (60) days

after their meeting, with each of the Parties bearing an equal proportion of the mediator's fee.

18. Arbitration of All Disputes. All disputes between Contractor and the Company (or its affiliated entities, or the owners, officers, directors, managers, employees, agents or parties or parties associated with the Company and its affiliated entities) relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, utilizing the procedures of the California Arbitration Act (Cal. Code Civ. Proc. 1280 *et. seq.*, including 1283.05 and all of the Act's other mandatory and permissive rights to discovery).

However, the Company shall have the right to seek a temporary restraining order and/or preliminary injunction to enforce the terms of Section 17 of this Agreement until such time as an arbitrator can be appointed to assume jurisdiction of any dispute involving Section 17 of this Agreement. All rules of pleading (including the right to demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motion for summary judgment, judgment on the pleadings, and all other dispositive motions, and judgment under Cal. Code of Civil Procedure section 631.8 shall apply and be observed.

Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code section 47(b). As reasonably required to allow full use and benefit of this agreement's modification to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written, reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and the Company give up their right to trial by jury of any claim they may have against each other.**

19. Personal Services. The services and duties to be performed by the Contractor hereunder are personal and may not be assigned or delegated.

20. Notices. Any and all notices to be given hereunder by either Party to the other must be given in writing, and may be affected by personal delivery, U.S. registered or certified mail, or by overnight delivery service to the following addresses or at such other address as the Parties shall designate from time to time by notice in writing in the manner provided hereunder.

- a. Fairchild Resources, Inc.
Attn. Gene Conti Jr.

PO Box 31984
Stockton, California 95213

b. Contractor

Name

Street Address

City, State, Zip Code

21. Waiver and Release of Past Claims. Contractor represents that Contractor has no actions, causes of action, suits, controversies, claims, or demands of any kind against the Company that arise from past services, if any, to the Company. Contractor unequivocally waives, releases, and discharges the Company and its employees, directors, officers, subsidiaries, parents, affiliates, members, successors, and assigns (“Released Parties”) from any and all actions, causes of action, suits, controversies, claims, and demands of every kind arising out of or relating to past service, if any to the Company whether as an Independent Contractor, or in any other capacity.

22. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Contractor and by Gene Conti Jr. for the Company. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

23. Entire Agreement. This Agreement shall supersede and replace all prior or contemporaneous agreements or understandings relating to the subject matter hereof, and no agreement, representations or understandings (whether oral or written or whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either of the Parties with respect to the subject matter hereof.

24. Entire Agreement. The terms of this Agreement are intended by the Parties to be the final expression and complete and exclusive statement of their agreement with respect to the terms in this Agreement and this Agreement supersedes any and all prior or contemporaneous understandings, written or oral, which may contradict, explain or supplement these terms. This Agreement may not be amended or modified except in a writing signed by the Parties which expressly states that it amends this Agreement.

25. Assignment. This Agreement shall not be assignable by either Contractor or the Company without the express written consent of the other party.

26. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by applicable federal law and the internal substantive laws of the State of California without reference to any choice of law rules. The venue for any arbitration or other legal proceeding shall be in the County of San Joaquin.

27. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Faxed or scanned signature pages of this Agreement shall be valid and treated as binding on all parties.

29. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party, and shall be deemed to have been drafted by both Parties. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

NOTICE: BY SIGNING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF ALL DISPUTES" PROVISION DECIDED BY NEUTRAL

ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT AND CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT, JURY TRIAL, OR ADMINISTRATIVE PROCEEDING. BY SIGNING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF ALL DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF ALL DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

This Agreement does not constitute a waiver of any rights that the Company has under any other Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, in the case of the Company, by its duly authorized officer.

Dated this ____ day of _____, 2023.

CONTRACTOR:

FAIRCHILD RESOURCES, INC.

By: _____

By: _____

Contractor

Gene Conti, Jr.
General Manager

Exhibit "A"

SCHEDULE OF CONTRACTOR'S DEDUCTIONS

- a. Any claim for loss damage or shortage of cargo handled by the Contractor in an amount equal to the claim plus 5% for handling;
- b. Any claim for damages to any equipment of the Company, or any claim against the Company resulting from any act, or failure to act, of the Contractor while providing Services in the amount of the claim plus 5% for handling charges;
- c. A reasonable charge for providing research of Company files, including furnishing copies of documents, with a minimum \$20.00 research charge, and \$.50 per page.
- d. If any act or omission of the Contractor while providing Services requires the Company to obtain legal or other professional services, or to incur similar expenses, an amount equal to the cost of the legal or other professional services of Company;
- e. Any amount for which Contractor has otherwise contracted to pay the Company;
- f. An amount equal to any reduction in freight payment, or other offset obtained by the shipper, not otherwise deducted, may be made from any settlement between the Company and the Contractor;
- g. Any delay time charges, material damage charges, or rescheduling of equipment costs in regard to a shipment, plus a handling fee of 10% of the charges or costs;
- h. Any applicable PUC taxes, or other required taxes charged to Company;
- i. For non-submittal of paperwork, including a bill of lading, delivery of receipt signed and completed, and required documents, the amount of the loss arising from the failure up to 100% of the loss.

The following is needed to maintain your Independent Contractor file:

- SIGNED INDEPENDENT CONTRACTOR AGREEMENT
- COPY OF CURRENT DRUG TESTING PROGRAM CERTIFICATE
- COPY OF CURRENT MOTOR CARRIER PERMIT
- CURRENT CERTIFICATE OF INSURANCE (See requirements listed in agreement AND example on last page)
- CURRENT WORKER'S COMPENSATION CERTIFICATE
- [or] SIGNED WORKER'S COMPENSATION WAIVER
- W-9 TAX FORM
- DRUG & ALCOHOL TESTING AGREEMENT
- MOTOR CARRIER OF PROPERTY CERTIFICATE OF COMPLIANCE (CHP form)
- FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT
- MSHA DOCUMENT
- CALIFORNIA AIR RESOURCES BOARD CERTIFICATION OF COMPLETION
- THIRD PARTY AGREEMENT / RELEASE OF LIABILITY
- DMV FORM CEM-2510
- OTHER _____

BASIC CONTACT INFORMATION

Owner Operator / Subhauler _____

Contact Person _____
(if different from above)

Address _____
STREET OR PO BOX

_____ CITY STATE ZIP

Phone Number () _____ Ext.

Cell Phone () _____

Fax Number () _____

Email Address _____

Worker's Compensation Waiver Form

As a requirement to do business with Fairchild Resources, Inc., all carriers must abide by the Worker's Compensation laws as governed by their applicable state. To meet our requirements, Fairchild Resources, Inc., will need evidence that your company has an active Worker's Compensation policy. In the event that your company is not required to carry Worker's Compensation you are required to sign the Indemnify and Hold Harmless statement below. Please send a copy of your certificate of insurance evidencing your Worker's Compensation coverage or sign this letter if you are not required to carry it.

I do not carry workman's compensation insurance because I have no employees and I desire no coverage for myself. I waive all rights to workman's compensation benefits under any policy of Fairchild Resources, Inc.

BUSINESS NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

SIGNATURE _____

PRINT NAME _____ DATE _____

DRUG & ALCOHOL TESTING AGREEMENT

Date: _____

_____ (hereinafter referred to as "Hauler")

FAIRCHILD RESOURCES, INC. _____ (hereinafter referred to as "Shipper")

The Hauler hereby agrees as follows:

- 1) *To supply transportation services to Shipper as an independent contractor. In no case shall Hauler be presumed to be an employee Shipper.*
- 2) *To comply with all DOT Safety Regulations, including section 382, adopted by the State of California.*
- 3) *Hauler shall ensure that Hauler's Consortium or testing entity will report any positive drug and/or alcohol tests directly to the Shipper.*
- 4) *Hauler shall ensure that the discrepancies regarding drug and/or alcohol testing, such as failure to appear for testing, shall be reported directly to the Shipper, either by Hauler's Consortium or testing entity.*

Executed at _____, California on the date and year written above.

HAULER

(Name of Hauler / DBA)

By: _____
(Signature)

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**MOTOR CARRIER OF PROPERTY
CERTIFICATE OF COMPLIANCE**
CHP 809 (Rev. 4-16) OPI 062

I, the undersigned, certify
that

_____ *(Contracted Carrier's Name)*
holds a Motor Carrier of Property Permit, _____, which is valid
Number _____ through, _____
(CA Number) *(Date)*

And the above named carrier is knowledgeable of and in compliance with all applicable statutes and regulations including but not limited to (check all that apply): Basic Inspection of Terminals Program, Controlled Substances and Alcohol Testing Program, MCP

Signature Printed Name

Title Date

Services
Provided For: FAIRCHILD RESOURCES, INC.
(Contracting Carrier's Name) *(Contracting CA Number)*

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

Safety, Service, and Security



An Internationally Accredited Agency

Chp809_0419.pdf

**CERTIFICATE OF COMPLIANCE
WITH DRIVER LICENSE REQUIREMENTS**

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport more than 15 people, or transports hazardous material that require placarding.

The requirements in Part 391 apply to every driver who operates in intrastate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1997. They are as follows:

1. POSSESS ONLY ONE LICENSE: You as a commercial vehicle driver may not possess more than one motor vehicle operator's license. If you have more than one license, keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you must notify that state. If a multiple license has been lost, stolen, or destroyed, close your record by notifying the state of issuance that you no longer want to be licensed by that state.

2. NOTIFICATION OF LICENSE SUSPENSION, REVOCATION OR CANCELLATION: Sections 391.15 (b) (2) and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it within 30 days to: 1. your employing motor carrier, and 2. the state that issued your license. (If the violation occurs in a state other than the one which issued your license.) The notification to both the employer and state must be in writing.

The following license is the only one I will possess:

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

Driver Certification: I certify that I have read and understood the above requirements.

Driver's Name (printed): _____

Driver's Signature: _____ Date: _____

Notes: _____

**MOTOR VEHICLE DRIVER'S
Certification of Violations / Annual Review of Driving Record**

MOTOR CARRIER INSTRUCTIONS: Each motor carrier shall at least once every 12 months, require each driver to prepare and furnish it with a list of all violations of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted, or on account of which he/she has forfeited bond or collateral during the preceding 12 months (Section 391.27). Drivers who have provided information required by Section 383.31 need not repeat information on this form.

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

COMPLETED BY DRIVER – CERTIFICATION OF VIOLATIONS

NAME OF DRIVER: (PRINT)		SOCIAL SECURITY NUMBER		DATE OF EMPLOYMENT
HOME TERMINAL		DRIVER'S LICENSE NUMBER	STATE	EXPIRATION DATE

I certify that the following is a true and complete list of traffic violations required to be listed (other than those I have provided under Part 383) for which I have been convicted or forfeited bond or collateral during the past 12 months.
(If you have had no violations, check the following box - None.)

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation (other than those I have provided under Part 383) required to be listed during the past 12 months.

Date of Certification _____ Driver's Signature _____

COMPLETED BY MOTOR CARRIER – ANNUAL REVIEW OF DRIVING RECORD

MOTOR CARRIER INSTRUCTIONS: Review the Certification of Violations listed above and other information described in Section 391.25 of the Federal Motor Carrier Safety Regulations. Complete the information requested below.

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

Meets minimum requirements for safe driving Is disqualified to drive a motor vehicle pursuant to Section 391.15

Does not adequately meet satisfactory safe driving performance

Action taken with driver:

Reviewed By:

Signature _____	Date _____
Printed Name _____	Title _____

Motor Carrier Name _____ Motor Carrier Address _____

Company Name: *FAIRCHILD RESOURCES, INC.*

FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT

In accordance with the provisions of Section 604(b)(2)(A) of the fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter I, of Public Law 104-208), you are being informed that reports verifying your previous employment, previous drug and alcohol test results, and your driving record may be obtained on you for employment purposes. These reports are required by Sections 382.413, 391.23, and 391.25 of the Federal Motor Carrier Safety Regulations.

Applicant's Signature

Date

Print Name

Social Security Number / Tax ID

MSHA

Recent notification by the Federal Mine Safety & Health Administration (MSHA) CFR to part 46 of the Federal Code of Federal Regulations and requires all visitors, delivery personnel, vendors, and drivers be oriented to mine safety hazards when visiting aggregate sites.

- You must read and follow ALL Warning Traffic, and Instructional Signage.
- Follow posted speed limits.
- The following Personal Protective Equipment (PPE) Must be worn at all times except in non-PPE designated areas.
 - Hard Hat, Work Boots, Eye Protection (where posted), Hearing Protection (where posted)
- Always YIELD to equipment. Follow posted traffic pattern and speed limit signs. Always keep visual or verbal contact with traveling mobile equipment. Use caution around blind-spot areas, such as stockpiles, bins, hoppers, and other large equipment. Pay attention for backup alarms & lights.
- Truck drivers are to remain in their vehicles. In the event a driver exits his/her vehicle to tarp, cover, or trim a load, appropriate fall protection equipment should be worn.
- Recognize and avoid electrical hazards such as low power lines, exposed wires, and open electrical boxes. Report all electrical hazards to a Plant Supervisor immediately.
- Warning horns and alarms will sound to indicate plant equipment start up. Stay clear of all moving equipment after horn sounds. Note warning alarms/signals for evacuation.
- Lockout/Tagout procedures MUST be followed at all times. Avoid all moving machine parts that are not guarded. Report unguarded moving parts to a Plant Supervisor immediately.
- In a pit area, notify foreman and operators before entering. Observe and follow the traffic patterns. Stay clear of high walls. Do not park behind mobile equipment. Life jackets must be worn when over water.

Signature _____

Date _____

CALIFORNIA AIR RESOURCES BOARD (CARB)

Please submit a VALID copy of your Certificate of Reporting Completion Truck and Bus Regulation.

An example is shown below.



**RELEASE OF LIABILITY
3RD PARTY AGREEMENT**

Release of Confidential information in compliance with Fairchild Resources, Inc. Drug & Alcohol Testing Program as Required by Title 49 Code of Federal Regulations, parts 40 & 382, interpretations to Parts 382, 305, Question 5.

Sub-Hauler Name: _____

Doing Business As: _____

Address: _____

City / State / Zip: _____

Phone Number: _____

Social Security Number: _____

Consortium Name: _____

Address: _____

City / State / Zip: _____

Phone: _____ Fax: _____

Effective Dates: _____ to _____

I authorize the release of any drug and/or alcohol test to Fairchild Resources, Inc. as required by Title 49, CFR, and Parts 40 & 382. This includes all Pre-Employment, Post Accident, Random, Reasonable Suspicion, Return-to-Duty & Follow-Up Drug/Alcohol test. This releases the liability of and gives the above named consortium the right to provide such information. The named consortium shall provide to Fairchild Resources, Inc. a copy of any and all "positive" drug and alcohol test results within 3 hrs and/or next business day of testing.

Print Name

Signature

Date

TRUCK OWNER-OPERATOR CERTIFICATION OF OWNERSHIP

CEM-2510 (REV 07/2005)

Caltrans Contract Number _____ **Project Location** _____

SECTION 1

I, _____, am the registered owner or lessee of the vehicle listed below:

Business Name: _____

Name of Registered Owner: _____

Name of Driver: _____

Driver License Number: _____

Address: _____

City, State, Zip: _____

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

MCP#: _____

Truck CA#: _____

Truck License Number: _____

SECTION 2

I, _____, do hereby certify under penalty of perjury that I am the owner of this
(Name of Owner-Operator)

vehicle, that I am an independent owner operating this vehicle as an owner-operator, and that I am not employed by any trucking company, broker, or contractor as an employee in accordance with the Fair Labor Standards Act, Employment Relationship.

 Signature of Owner _____ Date _____

SECTION 3

I, _____, do hereby certify under penalty of perjury that I have sole use and
(Name of Owner-Operator)

discretion of this vehicle during the time period specified in my lease agreement with _____
(Name of Lessor)

 Signature of Lessor _____ Date _____

**PLEASE COMPLETE ALL INFORMATION IN SECTION 1 and
 EITHER SECTION 2 or SECTION 3**

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

