



Contracted Motor Carrier Requirements

Return completed form via email to Cathi@KadonTrucking.com or via fax to 707-838-8009 or mail to PO Box 1619 Windsor, CA 95492.

As a broker, we need to have the following information in our files

before a "Contract Carrier" can be **dispatched or paid** from our office. Thank you for your cooperation!

- [] CARB (California Air Resource Board) Certificate and Compliance form (attached)
- [] Current certificate of Workers Compensation Insurance if you have any employees; if not, complete a Signed Workman's Compensation Insurance Waiver on page 2 of Agreement
- [] *** Copy of Motor Carrier Permit & a signed Compliance form (attached)
- [] *** Current Certificate of Insurance (see details below)
- [] Contract Carrier: A signed "**Drug & Alcohol Consortium Agreement**" on file with Carrier's current Drug Testing Service, allowing Kadon to receive all testing information.
- [] Copy of current Drug Certificate
- [] We need a current **copy** of your CHP (BIT) inspection form. If you are a new carrier and have not yet had a BIT inspection then we must have a copy of your cancelled check and/or a receipt from the CHP.
- [] Your DMV Pull Notice Number, if you have any employees. _____
- [] **New** Contract Motor Carrier Agreement (attached)
- [] W-9 form

Insurance requirements and details:

Please contact your Insurance Carrier and request a Certificate of Liability Insurance (\$1,000,000.00) under a separate Endorsement Certificate naming Kadon Trucking Inc. as Additional Insured.

*** These **MUST** be received in our office **BEFORE** you work. NO EXCEPTIONS.

Return required info via email to Cathi@KadonTrucking.com or via fax to 707-838-8009 or mail to PO Box 1619 Windsor, CA 95492.



Contracted Motor Carrier Agreement

KADON TRUCKING, INC. (as **Prime Carrier**)
P.O. Box 1619
Windsor, CA 95492-1619
707-838-8008
707-838-8009 Fax
Email: cathi@kadontrucking.com
Motor Carrier Permit # 028595 DOT # 1327383

Name of company and/or individual (if part of Tax ID name) **(Contracted Motor Carrier)**

Mailing Address City State Zip

Physical address if PO Box

Telephone numbers Fax # Email

Emergency Contact Name and Emergency Phone: _____

Contracted Motor Carrier, agrees as follows:

Contracted Motor Carrier, as an independent contractor, agrees to transport freight for Prime Carrier during the duration of the agreement, and to furnish all equipment and perform all service as may be required. Contracted Motor Carrier shall pay all costs and expense incidental to the performance of such transportation service and shall indemnify Prime Carrier against any loss, damage, or expense in connection therewith unless otherwise provided herein.

Contracted Motor Carrier shall, at his/her expense, secure and maintain in effect, during the duration of this agreement, public liability and property damage insurance, in amounts and with companies satisfactory to Prime Carrier. Such policy shall contain a provision, stating that Prime Carrier be given at least thirty (30) days notice prior to the termination of such insurance. Such policy shall also name the Prime Carrier as

"ADDITIONAL INSURED." PRIME CARRIER SHALL BE FURNISHED WITH EVIDENCE OF SUCH INSURANCE

Contracted Motor Carrier shall be responsible for, and carry adequate worker's compensation insurance and pay all applicable premiums pertaining to any and all employees of the Contracted Motor Carrier, as may be required by this contract or law. Contracted Motor Carrier shall be conclusively deemed an independent contractor and in exclusive control of said vehicles, equipment, drivers or other personnel used by Contracted Motor Carrier. Provided, however, Contracted Motor Carrier agrees to employ capable and responsible employees to operate its vehicles safely and expeditiously and to maintain his/her vehicles as to efficiently perform the services required. Contracted Motor Carrier shall not act, or be deemed for any purpose whatsoever, as an employee of Prime Carrier. All employees of Contracted Motor Carrier shall be his/her employees only, and shall not be considered for any purpose whatsoever as employees of Prime Carrier.

Initials of contracted Motor Carrier _____

Owner Operator waiver of Workers Compensation:

Contracted Motor Carrier certifies, under penalty of perjury, that Contracted Motor Carrier is an owner operator, subcontractor, and does not employ drivers, for which Contracted Motor Carrier does not need worker's compensation insurance. **Contracted Motor Carrier is the sole operator and driver. (ONLY SIGN BELOW IF THE ABOVE IS TRUE OF YOUR COMPANY.)**

Signature _____

Date _____

Only sign this line if the above is true of your company.

Contracted Motor Carrier warrants and represents that, to the best of his/her knowledge, the CA #, referred to above, is presently effective and authorizes transportation of the freight to be carried under this agreement. That said, Contracted Motor Carrier is in full compliance with all requirements and regulations of said commission, and in the event that his operative permit is suspended or canceled, he/she will immediately so notify Prime Carrier, and discontinue hauling, under this agreement.

Contracted Motor Carrier, shall supply Broker with a DMV employer Pull Notice Program # _____

Prime Carrier agrees to pay Contracted Motor Carrier, for services performed in the transportation of materials, the rate agreed upon less 5% commission. Furthermore,

Prime Carrier will pay Contracted Motor Carrier amounts due in a timely manner.

Turn in at least one copy of each weight ticket to Prime Carrier (or two)!

The Prime Carrier shall furnish to the Contracted Motor Carrier a "truck tag" that shall serve as basic accounting record. It shall be Contracted Motor Carrier's responsibility to complete the truck tag accurately and bring to the office or mail, no later than the **SECOND** day following the work.

ANY TRUCK TAGS RECEIVED BY THE PRIME CARRIER LATER THAN THE SECOND DAY OF THE MONTH FOLLOWING THE WORK PERFORMED WILL BE PROCESSED WITH THE NEXT MONTH'S WORK!

All truck tags must be fully completed. The Prime Carrier will not accept tags for payment, which have not been fully completed.

All excessive loading, dumping or travel times must be explained on the tag. Long delays will be subject to deductions if unsatisfactory comments are given. Have foreman sign for no lunch or to pay for any delays on the jobsite. The Job Foreman must initial any changes on freight bill such as starting before your assigned dispatched time, no lunch etc., otherwise these will not be paid.

The Contracted Motor Carrier hereby authorizes that fuel, lubricants, tires, repairs and parts etc. charged to the Prime Carrier shall be deducted from the truck earnings. A 15% service charge will be added to all items charged to the Prime Carrier on behalf of the Contracted Motor Carrier.

Initials of contracted Motor Carrier _____

It is the responsibility of the Contracted Motor Carrier, not the Prime Carrier.

To make sure their required information, i.e. certificate of insurance/workers compensation insurance has not expired, and any and all state, federal, county, or city permits, registration, authorizations and licenses that are required or necessary for the Contract Motor Carrier to be conducting business under the terms of this agreement.

New enforcement procedures of the Department of Transportation regarding Drug & Alcohol Testing call for all drivers to be enrolled in a Random Drug & Alcohol Testing Program and submit all testing information including notification of being pulled for a random test and test results to the Prime Carrier. This excludes Prime Carriers/Brokers, but ***includes*** individual owner/drivers.

Contract Motor Carrier is also responsible for being in compliance with the California Air Resource Board (CARB) and it's regulations for diesel trucks. This compliance is required by California law and by Prime Carrier. Contract Motor Carrier is responsible for any and all fines levied by the Air Resource Board.

Contracted Motor Carrier agrees to indemnify and save harmless Prime Carrier from any and all loss, liability, damage claim, or expense to Prime Carrier or any third party, including reasonable attorney's fees which Prime Carrier may suffer or incur from any act.

This agreement shall be effective immediately and continue until terminated by Prime Carrier or Contracted Motor Carrier.

Contracted Motor Carrier CERTIFIES BY SIGNING THAT HE/SHE, HAS READ, UNDERSTANDS, AND AGREES TO PAGES ONE (1) ,TWO (2) AND THREE (3) OF THIS "CONTRACTED MOTOR CARRIER AGREEMENT",

PRIME CARRIER:
KADON TRUCKING, INC. _____

CONTRACTED MOTOR CARRIER:

SIGNED _____

SIGNED _____

Title Date

Title Date

This is a Mandatory form

State of California
Department of California Highway Patrol
MOTOR CARRIER OF PROPERTY
CERTIFICATE OF COMPLIANCE
CHP 809 (1-98) OPI 062

I, the undersigned, certify that _____
(Contracted Motor Carrier's Name)

Holds a Motor Carrier of Property Permit, Number _____, which is valid thru _____
(CA Number) (Date)

A COPY OF WHICH IS ATTACHED

I further certify that I, or a company officer, will immediately notify users of this company's services if the permit is suspended, revoked, or are otherwise rendered invalid.

Signature

Printed Name

Title

California Driver's License Number

Date

One copy of this certificate shall be provided to the person for whom services are provided (the contracting motor carrier); one copy shall be retained by the motor carrier of property (the contracted motor carrier). Copies shall be retained by both parties for the duration of the contract of 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.

BIT Statement of Compliance

As a Contracting Motor Carrier, I certify that the company listed below is in full compliance with the BIT Program as mandated by the CHP. I further certify that I, or a company office, will immediately notify the Prime Carrier, Kadon Trucking Inc. if our company is no longer in compliance with the BIT Program Regulations.

Name _____ Company Name _____

Signature _____ Date _____



Alcohol & Drug Testing Services, Inc.

Third Party Reporting Agreement For Participation in an Alcohol and Drug Testing Program

(a completed copy of this agreement is to be forwarded to Primary Motor Carrier)

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

I, _____ with _____ hereby
Driver Name Third Party Trucking Company

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

X _____
Driver's Signature Date

Primary Motor Carrier Information

Kadon Trucking Inc Cathi Whitten
Primary Carrier D & A Supervisor

Mailing Address P.O. Box 1619, Windsor, CA 95492
Street/City/ State/Zip

Phone (707) 838-8008 Secured Fax (707) 838-8009

Primary Motor Carrier is Maintain one copy for their files and forward a copy to ADTS-Alcohol & Drug Testing Services

Alcohol and Drug Testing Program Information

Program Name Contact Name

Mailing Address _____
Street/City/ State/Zip

Phone () _____

Please contact ADTS for assistance in completing this form.

Form #02011

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION
TRUCK OWNER-OPERATOR CERTIFICATION OF OWNERSHIP

Caltrans Contract Number

Project Location

SECTION 1

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

Business Name: _____

Name of Registered Owner: _____

Name of Driver: _____

Address: _____

City, State, Zip: _____

Description of Truck: _____

(Ex. 5-Axle Dump Truck)

Truck CA# or MCP#: _____

Truck License Number: _____

SECTION 2

I, _____, do hereby certify under penalty of perjury that I am the owner of
(Name of Owner-Operator)
this vehicle, that I am an independent owner operating this vehicle as an owner operator.

Signature of Owner

Date

SECTION 3

I, _____, do hereby certify under penalty of perjury that I have sole use and
(Name of Lessee)
discretion of this vehicle during the time period specified in my lease agreement with_____
(Name of Lessor)

Signature of Lessee

Date

PLEASE COMPLETE ALL INFORMATION IN SECTION 1 AND
EITHER SECTION 2 OR SECTION 3



CARB Statement of Compliance

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

I certify and declare, under penalty of perjury, and under the laws of the State of California, that when I am required by law to report my truck(s) I will do so and **provide Kadon Trucking Inc. with my CARB Certificate** that my Company is in compliance with all California Air Resource Board aka CARB as required.

I further certify that I understand that my Company is responsible for any and all fines issued as a result of non-compliance with CARB requirements and that I understand Kadon Trucking Inc. may withhold any fines against my Company that are due to the Air Resource Board.

Signature _____ Date _____

Printed Name _____ Title _____

Company Name _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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