

Dirt4U2, Inc.
PO Box 20574
Riverside, CA 92516
Phone: (951) 530-0602
Adriana@d4u2.com

The following items are needed before you can receive any compensation for any work performed.

1. Signed Sub-Hauler Agreement
2. Certificate of Insurance
3. Additional Insured Certificate, naming **Dirt4U2, Inc.**
4. Copy of Motor Carrier Permit
5. Copy of Drug Consortium Certificate
6. Copy of Workers Compensation Insurance (if applicable)
7. If there is no Workers Compensation Insurance, please fill out exemption attached to this agreement.
8. Copy of Driver's License
9. Please fill out W-9 Form

Thanks,

Dirt4U2, Inc

SUB HAULER AGREEMENT

Dirt4U2, Inc. hereinafter referred to as "Company" desires to secure the services of

(PLEASE FILL NAME OF COMPANY)

As a Sub-Hauler for the transportation of asphalt, gravel, sand, concrete or other similar materials. Hereinafter, referred to as "Sub-Hauler", desired as an independent contractor to act as such Sub-Hauler.

Now, therefore, in consideration of the mutual promise herein contained, the Company and the Sub-Hauler agrees as follows:

Sub-Hauler represents and warrants that it is engaged in the trucking business and owns _____ **trucks**, used in the conduct of compliance with the requirements of all regulatory bodies.

This agreement will commence forth with, subsequently receiving this agreement. Unless so terminated. This agreement shall be continuous until cancelled. This agreement can only be amended or changed in writing and executed by the Company.

SUB-HAULER REPRESENTATION AND WARRANTIES

Services to be performed by Sub-Hauler:

Sub Hauler shall perform all of the services set forth herein, in a professional and businesslike fashion, and in full compliance with all applicable laws, rules and regulations.

1. Sub-Hauler shall follow, and shall require its employees to follow, all company safety regulations, while on any Company's job site.
2. Sub-Hauler shall operate and maintain its trucks and related equipment in compliance with the requirements of all applicable state and/or federal statutes, laws, ordinances, regulations, and rules.
3. The operation and maintenance of Sub-Hauler Trucks and equipment shall be at Sub-hauler sole expense: Sub-Hauler shall bear all expenses in connections with

any hauling done for the Company, including but not limited to fuel, oil, supplies, maintenance, and parts. Sub-Hauler shall pay all taxes, fines, or penalties incurred from or during the performance of this contract.

4. It is expressly agreed that the relationship which shall exist between the parties by virtue of the execution of this instrument shall be that of the purchaser and seller, respectively, of the transportation. It is intended by the parties to this agreement to create a relationship.

5. Sub-Hauler **is not allowed to use diesel as a release agent on any equipment at any of the Company's customers' job sites.** Sub-Hauler is responsible for any fines or clean up fees incurred from the Company's customers, if deemed that the Sub-Hauler was using diesel as a release agent.

6. The Sub-Hauler shall pay any and all expenses incurred by any accidents or collisions that happened at the Company's customers' job sites.

7. Sub-Hauler **will** remit bill of lading (freight bill) in a **timely manner**, or the Company cannot guarantee timely disbursement of payment. Anything after two weeks, without proper authorization, will be considered late.

8. Sub-Hauler is responsible for sending all documents associated with your company for the current year.

CERTIFICATES, PERMITS, AND LICENSES

Sub-Hauler and each of its employees by incorporation of this term, in this Sub-Hauler contract, represents and warrants the Company.

1. Sub-Hauler is the holder of all current state and/or Federal certificates, permits and licenses, which are required for it to conduct business as a hauling contractor and to perform transportation under this contract.

2. Sub-Hauler will continue to hold such certifications, permits, and licenses during the term of this contract, **it is the Sub-Hauler's responsibility to send current copies to the Company in a timely manner.**

3. Sub-Hauler should be currently in compliance with all and maintain such compliance throughout the term of this agreement, with all state and federal, safety, health and environmental laws required of its business.

DRUG AND ALCOHOL TESTING

Sub-Hauler acknowledges its requirements, and the requirements of its employees, to participate in an alcohol and controlled substances testing program that meets the requirements of the U.S Department of Transportation. Accordingly, Sub-Hauler agrees as follows:

1. Sub-Hauler shall participate and shall require the participation of its employees, if any; in a drug and alcohol consortium that meets state and federal requirements.
2. Sub-Hauler shall provide the Company with current written evidence of its participation in such consortium.

INSURANCE REQUIREMENTS

Sub-Hauler shall keep and maintain in force at all times a comprehensive general liability insurance, covering all day-to-day operations that are to be performed, in addition, Sub-Hauler shall keep and maintain in force at all times the following types of insurance.

1. Comprehensive automobile liability insurance covering all owned, leased, and hired trucks, with limits of \$1,000,000 (one million dollars) single limit per accident for bodily injury and property damage.
2. Sub-Hauler shall provide Worker's Compensation and employers liability insurance covering all of Sub-haulers employees, with limits for workers compensation as required by law and limits for employers liability insurance of no less than \$1,000,000 (one million dollars) per occurrence, and be endorsed for a waiver of subrogation, as to the Company and its parents, subsidiaries, affiliates, contractors, and the respective officers, director, attorneys, agents and employees.

Each automobile liability insurance policy shall: **(1)** be endorsed to provide coverage as additional insured to, the Company and its parents, subsidiaries, affiliates, contractors, their respective officers, et al. **(2)** Contain a severability of interest provisions allowing the Company and other additional insured to recover on a claim covered by the policy, notwithstanding that they are additional insured. **(3)** Provide that, subject to the coverage

limitation of the additional insured endorsement, the insurance afforded to the additional insured under the policy shall be Primary Insurance.

Sub-Hauler shall at all times provide the Company with certificates of insurance, including copies of the required endorsement, evidencing that the foregoing is in effect. Each certificate will provide for at least 10 (ten) days prior written notice to company cancellation, termination or material change.

****If any claims are made against the Company arising out of the employment of Subhauler, the Company is authorized to withhold any monies due to Sub-hauler until such claim or claims are adjusted by Sub-Hauler to the satisfaction of the Company.****

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****INDEMNIFICATION****

Sub-Hauler shall release, defend, indemnify, and hold harmless the Company, its parents, subsidiaries, affiliates, contractors, and their respective officers, directors, attorneys, agents and employees (each an "indemnity"), from and against any claims, actions, damages, losses, liabilities, cost and expenses, of every nature and character, including but not limited to, reasonable attorney fees (all collectively "claims"), arising in whole or in part from, or out of any acts or omissions of the Sub-Hauler, its agents, invitees, employees, contractors, except claims that caused solely and exclusively and the active negligence, gross negligence, or willful misconduct of indemnities.

In the event the indemnities are made party to any litigations arising from a claim for which the Sub-Hauler is obligated to defend the indemnities under the term hereof, the Sub-Hauler shall defend the indemnities and pay all reasonable cost, expenses and attorney fees incurred by the indemnities in connection therewith.

The provisions of this paragraph shall survive until such time as actions against the indemnities on account if any claim, shall have been barred by applicable statutes and limitations.

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The Company is not responsible for payment on variation of tickets/Invoice/Freight bill, including ton/rate/mile that has been changed manually and not signed by or authorized by the Company.

SEVERANCE: In the event of any portion of this hauling contract shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portions shall be severed from this hauling contract. The remaining parts hereof shall remain in full force and effective as though such invalid, illegal or unenforceable portion had never been part of this hauling contract; provided that the remaining hauling contract can be reasonably and equitably enforced.

GOVERNING LAW: This Hauling contract shall be governed by the construed for all purposes under and in accordance with the laws of the State of California.

ENTIRE AGREEMENT: This Hauling agreement contains the entire agreement, it the parties hereto with respect to the matters covered hereby and no other agreements, statements or promises made by any party hereto or to any employee or agent of any party hereto that are not contain herein shall be binding or valid.

NOTICES: Notices, demands and request served in the above manner shall be considered sufficiently given or served for all purposes at the time the notice, demand, or request is delivered to the address, PO Box 20574 Riverside, CA 92516. The foregoing shall not be construed to require written notice where this hauling contract does not otherwise require.

SAFETY: As a contracted Sub-Hauler for the Company, it is your responsibility to read, understand, and comply with all safety regulations at every job site. You are accountable not only for your own safety but also for the safety of all your employees. You are responsible for following all safety regulations while on any property or any job site. This included, but not limited to, (PPE) Personal Protective Equipment.

COMPANY NAME:

Dirt4U2, Inc.

Name: David Edison

Title: President

Sub Hauler : _____

Address: _____

Telephone: _____

Email: _____

EIN: _____

SAFETY ACKNOWLEDGEMENT FORM

I, _____, UNDERSTAND AND AGREE BY MY SIGNATURE, THAT IT IS NOT ONLY MY RESPONSIBILITY, BUT THE RESPONSIBILITY OF MY EMPLOYEES/DRIVERS, NOT ONLY TO OBSERVE BUT TO ASHERE TO THE SAFETH RULES AND REGULATIONS ON ANY CUSTOMERS PORPERTY AND/OR JOB SITE.

IN ORDER TO COMPLY WITH THE STATE AND FEDERAL SAFTEY REGULATIONS AND SAFETY REQUIREMENTS, THE PROPER PROCEDURES AND RULES MUST BE FOLLOWED WHEN ANY HAULERS ARE ON ANY JOB.

ALL CUSTOMERS PROHIBITS THE USE OF DIESEL AS AN ASPHALT RELEASE AGENT ON ANY JOB

Personal Protective Equipment

- Hard Hats
- Foot Protection
- Eye Protection
- High Visibility Vest
- Speed Limits - Observe all posted speed limit signs.
- Safety signs – Observe all posted safety signs.

SIGNATURE _____ DATE _____

Dirt4U2, Inc.

PO Box 20574

Riverside, CA 92516

Phone: (951) 530-0602

Adriana@d4u2.com

SAFETY ADDENDUM

Per OSHA rules and regulations, please have employees wear Personal Protective Equipment (PPE) when working asphalt. Wear long sleeves and pants or coveralls. Steel toe boots are required. Please avoid breathing in asphalt fumes. Please follow all the rules and regulations to stay safe.

Signature_____

Date_____

CERTIFICATE OF EXEMPTION FROM WORKER'S COMPENSATION LAWS

I am aware of the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

I affirm that at all times in performing the work for which this Certificate is provided I will not employ any person in any manner so that I become subject to the Workers' Compensation Laws of California. I also understand that if while performing the work for which this Certificate is provided I employ someone so that I become subject to the Workers' Compensation Laws of California, the claim of exemption executed under this form will no longer be valid.

I affirm that if I become subject to the Workers' Compensation Laws of California while performing the work for which this Certificate is provided I will obtain a Certificate of Workers' Compensation Insurance, submit that Certificate to the Housing Authority immediately following its effective date, and continuously maintain the coverage provided by the Certificate in accordance with the law.

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate.

Signature: _____

Date: _____

Name: _____

Title: _____

CARRIER CERTIFICATION AND BROKERAGE FEE ACKNOWLEDGMENT

By signing this form, Carrier acknowledges and agrees that the information provided is true and current. Carrier further acknowledges and agrees that an eight percent (8%) brokerage fee shall be assessed on all loads tendered under this Sub-Haul Agreement. Such fee shall be deducted by Broker from the gross settlement amount prior to remittance to Carrier.

Signature _____ Date _____

Print Name _____

Company _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional) Dirt4U2, Inc. PO Box 20574 Riverside, CA 92516	
	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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MOTOR CARRIER CERTIFICATION OF COMPLIANCE

CHP 809 (Rev. 4-16) OPI 062

I, the undersigned, certify that _____
(Contracted Carrier's Name)
holds a Motor Carrier of Property (MCP) Permit, Number _____, which is valid 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: _____
(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



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(check all that apply): ☐ Basic Inspection of Terminals Program, ☐ Controlled Substances and Alcohol Testing Program, ☐ MCP

Signature Printed Name

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