

Dirt4U2, Inc.  
PO Box 20574  
Riverside, CA 92516  
Phone: (951) 530-0602  
[Office@d4u2.com](mailto:Office@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 (SAMPLE INCLUDED)

**3. Additional Insured Certificate, naming**

**Dirt4U2, Inc.  
PO Box 20574  
Riverside, Ca 92516**

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

**\*\*\*\*SEND ALL PAGES OF PACKET AND ALL DOCUMENTS IN ONE (1) EMAIL.\*\*\*\***

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 \_\_\_\_\_ **Super 10s and / or** \_\_\_\_\_ **Bottom Dump 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 canceled. 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 statues, 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.\*\***



**\*\*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 statues and limitations.



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  
[Office@d4u2.com](mailto:Office@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 \_\_\_\_\_

Brokers ONLY Please complete this page

**Payment Release & Liability Acknowledgment**

Dirt4U2, Inc. shall bear no further obligations, responsibilities, or liabilities once payment has been made to \_\_\_\_\_ (Your company name). Furthermore, \_\_\_\_\_ (Your company name) assumes full responsibility for disbursing payment to its sub-haulers from the funds received by Dirt4U2, Inc.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

### Invoicing Requirements for Sub-Hauler Brokers

To help ensure timely processing and accurate job costing, we ask that all Sub-Hauler Brokers follow the invoicing guidelines outlined below.

- Invoices must be submitted daily or weekly
- Each invoice must clearly list our job number(s)
- Each job number needs to be billed separately "please do not combine multiple job numbers on a single invoice."

Submitting invoices in the format helps prevent delays, reduces billing discrepancies, and allows us to process payments more efficiently for everyone involved.

### Payment Terms

It shall be assumed that standard payment terms should be Net 60 from the date the Sub-Hauler's invoice is generated. Payment should be issued during the first processing week following the expiration of the sixty (60) day term, unless otherwise agreed upon in writing.



**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*



*An Internationally Accredited Agency*

Chp809\_0419.pdf

**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*



*An Internationally Accredited Agency*

Chp809\_0419.pdf



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
INSURED  SUB HAULER NAME SUB HAULER ADDRESS SUB HAULER CITY, STATE, ZIP CODE	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
	INSURER A : INSURANCE COMPANY NAME		
	INSURER B : INSURANCE COMPANY NAME		
	INSURER C : INSURANCE COMPANY NAME		
	INSURER D :		
INSURER E :			
INSURER F :			NAIC #

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dirt4U2, Inc. is included as additional Insured in regards to General Liability and Auto Liability. \*\*Additional Insured **Endorsement** must cover Dirt4U2, Inc.\*\***CERTIFICATE HOLDER****CANCELLATION**

Dirt4U2, Inc. PO Box 20574 Riverside, Ca 92516	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck, Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability, Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by the endorsement.

If you pay the fee for this blanket, additional insured endorsement, **we** agree with **you** that any personal or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional insured only has a personal organization liable for **your** operations, and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under it is the first named **insured** and that insurance also applies, then this insurance is primary to the non-contributory with that other insurance, when the written contract or agreement between **you** and that personal organization, signed and executed by **you** before the **injury** or **property damage** occurs and in effect during the policy., Requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**