

Mark Manley Trucking, LLC
P. O. Box 292488
Sacramento, CA 95829
Office: (916) 689-4226 Dispatch (916) 870-3658

US DOT# 2194568

MARK MANLEY TRUCKING IS AB145 BROKER BOND COMPLIANT

CA#544233

JANUARY 1, 2024

To All Independent Contractors:

We are in the process of updating all our records. Before any payments can be made from this date forward – we require the new independent contractor Brokerage Agreement to be completed and returned to our office.

Please also include the following:

Completed Sub haul contractor agreement
Certificate of Insurance naming Mark Manley Trucking, LLC as additional endorsed with the endorsement page.
Certificate of Worker's Compensation – or Waiver Signed (attached)
W-9 completed & signed (attached)
Copy of current CA Motor Carrier Permit
Letter of CA Motor Carrier Number Compliance (attached)
Copy of CARB Compliance Certificate
DIR Registration Number
Drug Certificate
Letter of Drug Authorization (attached)

Copy of Class "A" Driver's License
Copy of Medical Card (front & back)
Copy of Truck Registration

*****PLEASE BE ADVISED*****

TAGS MUST BE TURNED INTO OFFICE WITHIN 3 DAYS OR PAYMENT WILL BE DELAYED!!
TAGS RECEIVED AFTER 60 DAYS WILL NOT BE HONORED!!

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Independent Contractor Brokerage Information

Company Name _____

Primary Contact Name _____

Physical Address _____

Mailing Address _____

Primary Phone Number _____

Office Phone Number _____

Cell Phone Number _____

Fax Number _____

Email Address _____

Make Check Payable to _____

List of Equipment

End Dumps _____ Transfers _____ 10 Wheelers _____

Semi Bottoms _____ Double Bottoms _____ Supers _____

Low Beds _____ Additional Equipment _____

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MOTOR CARRIER OF PROPERTY – CERTIFICATE OF COMPLIANCE

I, the undersigned, do hereby certify that _____
(Carrier Name)

Holds a Motor Carrier of Property Permit, Permit # _____ which is valid
through _____, a copy of which is attached.

I further certify that I, or a company officer shall immediately notify **MARK MANLEY TRUCKING, LLC** if the permit is suspended, revoked, or otherwise rendered invalid.

NOTE:

One copy of this signed certificate shall be provided to MARK MANLEY TRUCKING, LLC and one copy shall be retained by the contracted subhauler. Copies shall be retained by both parties for the duration of the contract or period of service, plus two years. Copies of the certificate shall be presented for inspection upon the request of any authorized employee of the California Highway Patrol, or Department of Motor Vehicles.

Signature _____

Printed Name _____

Title _____

Date _____

California Driver's License # _____

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WORKER'S COMPENSATION WAIVER

I, _____ as a representative of _____
(Print Name) (Company Name)

Certify, under penalty of law, that as of the date of this notice, do not have any employees working under any classification to be sublet out to any type of field work.

By signing below, I agree that if this should change at any time in the future. I will be responsible to notify **MARK MANLEY TRUCKING, LLC** within ten days from the date of hire of any employees.

Signature _____ Date _____

Print Name _____

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DRUG AUTHORIZATION

I, the undersigned, do hereby certify that _____ belongs
(Carrier Name)
to a DOT regulated (CFR) 40 and 382 program. I also certify that all drivers are in compliance
with the Department of Transportation (DOT) Drug & Alcohol Testing Standards.

I further certify that I or a company officer shall immediately notify **MARK MANLEY
TRUCKING, LLC** if a driver has a positive test result.

I give authorization for **MARK MANLEY TRUCKING, LLC** to randomly verify compliance
with 49 CFR 40 and 382.405 without notice.

Signature _____ Date _____

Print Name _____

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	MARK MANLEY TRUCKING, LLC P O BOX 292488 SACRAMENTO, CA 95829
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

**Signature of
U.S. person ►**

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INDEPENDENT CONTRACTOR BROKERAGE AGREEMENT

This Independent Contractor Brokerage Agreement ("Agreement") is entered into as of this _____ day of _____, 20____, by and between MARK MANLEY TRUCKING, LLC, a California corporation, ("BROKER") and _____, the undersigned independent contractor trucking operator ("CONTRACTOR"). BROKER and CONTRACTOR are sometimes collectively referred to herein as the "parties" or individually as a "party".

1. Transportation Services. CONTRACTOR, as an independent contractor and not as an employee of BROKER, agrees to furnish transportation of certain materials consisting of rock, sand, gravel, earth, asphalt, concrete, and other materials (the "Materials") for BROKER, and to furnish all equipment and perform all services required for such. CONTRACTOR agrees to provide BROKER with transportation services to and from points and places within California to such destinations as may, from time to time, be designated by BROKER'S shipper/customers subject to the provisions of this Agreement. CONTRACTOR shall transport all Materials provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CONTRACTOR. BROKER shall then invoice any such shipments and pay CONTRACTOR all compensation by BROKER of CONTRACTOR'S invoicing and supporting documentation, as outlined in Sections 16 and 17 of this Agreement, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge.

2. Authorizations and Licenses. CONTRACTOR shall be the holder of all State, Federal, County and/or City certificates, permits, registrations, authorizations and licenses which are required or necessary for the operation of business as a dump truck carrier and for the performance of services covered by this Agreement, including but not limited to a current member certificate with ADTS (Alcohol & Drug Testing Services) Motor Carrier Drug Testing Program and CARB. CONTRACTOR shall continue to hold such certificates, permits, registrations, authorizations and licenses in full force and effect at all times while providing services covered by this Agreement.

3. Independent Contractor Relationship. It is expressly understood and agreed that CONTRACTOR is an independent contractor, and under no circumstance will CONTRACTOR be construed to be an employee of BROKER. CONTRACTOR understands and acknowledges that BROKER is not a shipper of the Materials but is rather an intermediary that has agreed with shippers or consignees to arrange for the transportation of the shippers' or consignee's Materials. As such, BROKER is acting solely as a transportation broker. CONTRACTOR shall provide services covered by this Agreement only as an independent contractor, and not as an employee of BROKER. CONTRACTOR shall not hold out himself or any of his employees as an employee of BROKER, and shall ensure that all business cards, stationary or other methods of communication with the general public do not state or imply that CONTRACTOR or any of CONTRACTOR'S employees is an employee of BROKER.

4. Self-Employment Reporting. CONTRACTOR shall report all compensation paid to him pursuant to the terms of this Agreement as self-employment income and shall be solely responsible for all matters relating to such payment, including, without limitation, state and federal taxes, Social Security taxes, employment taxes, withholdings, assessments, insurance

(including, but not limited to, workers' compensation, unemployment compensation, disability, pension and Social Security insurance) and any other financial obligations arising out of the transportation performed hereunder and all other laws and regulations governing compensation. In addition, CONTRACTOR shall be solely responsible for all matters relating to the payment of— himself and his employees, including, without limitation, state and federal taxes, Social Security taxes, employment taxes, withholdings, workers' compensation insurance, disability insurance, and all other laws and regulations governing compensation and benefits.

5. Equipment. CONTRACTOR shall, at his sole cost and expense: (a) furnish labor, materials, and all equipment necessary or required for the performance of his obligations hereunder (the "Equipment"); (b) pay all expenses related, in anyway, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel to operate the Equipment and perform any additional services necessary to provide the transportation required. CONTRACTOR warrants that the Equipment supplied by him for the performance of services under this Agreement is fully licensed for operation in the State of California and complies with all licensing conditions, safety and legal requirements imposed upon CONTRACTOR by the State of California.

6. Other Services. BROKER shall have the right to use the services of any other contractor or contractors of its choice. CONTRACTOR shall have the right to refuse to perform specific requests by BROKER to provide transportation services. Additionally, CONTRACTOR shall have the right to perform transportation services for carriers, brokers and any other parties other than BROKER. It is recognized and understood by both BROKER and CONTRACTOR that both may routinely contract with other businesses for similar services. This Agreement does not grant CONTRACTOR an exclusive right to perform the transportation related services for BROKER or its Customer. BROKER shall not be committed to provide any volume of shipments to CONTRACTOR. CONTRACTOR shall have the right to refuse any request by BROKER hereunder to provide transportation services.

7. Insurances. CONTRACTOR shall procure and maintain, at his sole cost and expense, the following insurance coverages:

a) General Liability. CONTRACTOR represents that he maintains general liability property damage and bodily injury insurance in amounts and with companies as evidenced by attached Certificate of Insurance. CONTRACTOR shall deliver to the BROKER a Certificate of Insurance and an Additional Insured Endorsement prior to the commencement of any work. Such policy shall contain a provision that the BROKER will be given at least thirty (30) days written notice prior to the termination of such insurance.

b) Public Liability. CONTRACTOR will carry at his own expense insurance upon the equipment used in the performance of this Agreement in the following minimum

amounts: Public Liability in an amount no less than \$1,000,000, combined single limit and unidentified trailer and interchange coverage; or such increased amounts as required by the State of California. CONTRACTOR agrees to name BROKER as an additional insured in CONTRACTOR'S policies and to deliver to BROKER copies of the insurance endorsements and certificates of insurance of CONTRACTOR. It is also agreed that such insurance protection extended to BROKER as the additional insured shall be primary insurance and any other protection to BROKER shall be excess over such insurance. Such insurance policies shall provide that they shall not be canceled by CONTRACTOR or his insurance company without at least thirty (30) days written notice thereof served on BROKER by said insurance company. It is understood that no transportation shall be performed under this Agreement until such certificates of insurance have been received by BROKER. CONTRACTOR shall have sole responsibility for selecting the insurance company to provide such insurance coverage.

c) Workers' Compensation. CONTRACTOR shall be responsible for and carry statutory Workers' Compensation and Employee Liability Insurance and pay all applicable premiums and taxes as may be required. CONTRACTOR shall deliver to BROKER a Certificate of Workers' Compensation Insurance. No payment will be made until a Certificate of Insurance and this Agreement have been executed and received by BROKER. CONTRACTOR agrees that neither CONTRACTOR nor CONTRACTOR'S employees are eligible for coverage under the Workers' Compensation policy held by BROKER, and CONTRACTOR agrees that he is not entitled to make any claim with respect to the Workers' Compensation and Employee Liability Insurance policy held by BROKER.

d) Occupational Accident. If CONTRACTOR does not utilize or employ other persons related to the performance of services under this Agreement, CONTRACTOR shall be responsible for and carry Workers' Compensation Insurance or Occupational Accident Insurance in the minimum amount of \$1,000,000 covering CONTRACTOR for the services performed under this Agreement.

e) Each insurance coverage described herein, by endorsement to the policy, shall (1) provide primary coverage for all claims and losses covered thereby, (2) include BROKER as an additional insured insofar as transportation performed hereunder is concerned, (3) shall be noncontributory and shall not seek contribution from any other insurance available to BROKER, (4) contain a severability of interest clause, (5) provide that BROKER shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premiums for such insurance, and (6) provide for thirty (30) days written notice to BROKER prior to cancellation, termination, alteration, or material change of such insurance.

8. Indemnification.

a) CONTRACTOR shall defend, indemnify and hold harmless BROKER and each of its employees, agents and representatives from and against any and all claims, demands, losses, damages, liabilities, costs, expenses, or obligations whatsoever, including reasonable attorney's fees which BROKER may suffer or incur from any act or omission of CONTRACTOR, or because of the failure of CONTRACTOR'S insurance carrier to defend any action against BROKER or settle any judgment against BROKER arising out of any action, incident, or other happening, regardless of how any injury, loss or damage may be caused or suffered by reason of the concurrent or contributory negligence, whether affirmative, active, or passive of BROKER, its agents, employees, representatives, or independent contractors.

b) The foregoing indemnity and hold harmless obligation of CONTRACTOR includes and applies without limitation to any strict liability imposed by law and to injury and damage to BROKER, CONTRACTOR, or third parties, or any or all of them, and their respective property, employees, agents, and representatives, regardless of how any injury, loss or damage may be caused or suffered by reason of the concurrent or contributory negligence, whether affirmative, active, or passive of BROKER, its agents, employees, representatives, or independent contractors.

c) This indemnity and hold harmless agreement shall apply as a separate and distinct agreement and shall not be limited by the provisions of any insurance policy held by or for CONTRACTOR.

d) Notwithstanding the foregoing, CONTRACTOR'S liability hereunder shall not include any responsibility for or obligation to indemnify and save BROKER harmless from loss, damage or expense arising from the sole negligence or willful misconduct of BROKER, its agents and/or servants who are directly responsible to BROKER.

9. Costs. In performing services under this Agreement, CONTRACTOR shall, except as otherwise agreed upon in writing, be responsible for paying all costs and expenses incidental to the performance of such service. In this regard, CONTRACTOR shall be responsible for paying his own vehicle license fees, property taxes, tolls and labor costs, and for paying for his own insurance, oil, lubrication, tires and equipment repairs and maintenance, and all other costs related to the operation of his equipment. CONTRACTOR hereby authorizes BROKER to deduct from CONTRACTOR'S compensation any and all advances by BROKER for oil, labor, parts and supplies, and any cash advances. Further, CONTRACTOR may elect and authorize BROKER to deduct from CONTRACTOR'S compensation other costs and expenses (such as interchange charges and damage claims) and remit the funds thereof to designated parties.

10. Control of Work. BROKER is interested only in the results achieved by CONTRACTOR, and shall have no right to control the manner and/or means by which CONTRACTOR achieves those results. For example, BROKER shall provide no training, instructions or guidance to CONTRACTOR in his activities. BROKER shall not require regular interim or status reports from CONTRACTOR. CONTRACTOR shall use his own methods and skills to accomplish the work. CONTRACTOR shall have the exclusive authority to control and direct the performance of the work performed under this Agreement.

CONTRACTOR shall direct the operation of his equipment in all respects and shall determine the method, means and manner of performance, including but not limited to such matters as:

- a) When a load is to be picked up, subject to customer requirements;
- b) Who is to load the vehicle in the event the driver is required to do so;
- c) How the vehicle is to be loaded, tied down and unloaded;
- d) Rest stops and meal stops;
- e) Selection of routes;
- f) Where vehicle is to be repaired;
- g) Selection of oil and gas stops;
- h) If and when CONTRACTOR'S credit cards should be used;
- i) Time of delivery, subject to customer requirements;
- j) If CONTRACTOR should hire additional labor to load or unload the goods at pickup and destination points;
- k) His own working hours;
- l) His employees' working hours, compensation and conditions of employment;
- m) Which insurance company will provide insurance coverage;
- n) The method of financing his vehicle or vehicles.

11. Delivering, Loading and Unloading. CONTRACTOR shall deliver customers' material, items, load and unload shipments, and perform such other transportation and related service as may be necessary to serve BROKER'S customers and to protect said materials against loss and damage.

12 Labor. CONTRACTOR shall furnish at his own discretion, selection and expense any labor required incidental to the operation of the equipment involved in the performance of this Agreement and the pick-up, parking, unloading, assembling, disassembling, and delivery of shipments in the performance of this Agreement.

13 Return of Equipment. Upon delivery of each shipment made hereunder or termination of the Agreement for any reason, CONTRACTOR shall promptly return any equipment belonging to BROKER, including any trailer used to complete said delivery, to BROKER'S terminal located at 6516 Mattos Lane, located in Sacramento, California, unless instructed by BROKER to deliver the equipment to another specified location.

14 Contractor's Employees. CONTRACTOR shall be solely responsible for the direction and control of the employees, agents and servants of the CONTRACTOR, if any, including their selection, hiring, firing, supervision, assignments and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. CONTRACTOR shall determine the method, means and manner of performance of the work of his employees, agents and servants, if any, and their performance of the Agreement. CONTRACTOR assumes full and sole responsibility for the payment of all wages (including, without limitation, prevailing wages), benefits and expenses of his employees, if any, and for all state and federal income tax withholdings, unemployment insurance and Social Security taxes as to all persons employed by CONTRACTOR in the performance of services under this Agreement, and CONTRACTOR shall be responsible for meeting and fulfilling the requirements of all regulations now or

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hereafter prescribed by legally constituted authority with respect thereto. BROKER shall not be responsible for the wages (including, without limitation, prevailing wages), benefits, or expenses due CONTRACTOR's employees, agents or servants nor for income tax withholdings, Social Security, unemployment, or other payroll taxes of CONTRACTOR's employees, agents or servants. All pay, benefits and working conditions of CONTRACTOR'S employees are a matter of agreement solely between CONTRACTOR and his employees except to the extent that such matters are dictated by federal and California state law. CONTRACTOR will accept responsibility for any violations of the law by CONTRACTOR or CONTRACTOR's employees. BROKER is not and shall not be authorized to withhold state or federal income taxes, Social Security taxes, unemployment insurance taxes, or any other local, state or federal tax on behalf of the CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall defend, indemnify, and hold harmless BROKER from any and all liability BROKER may incur by CONTRACTOR's failure to comply with this paragraph.

15. Responsibility for Violations. BROKER shall have no obligation or responsibility to CONTRACTOR or CONTRACTOR's employees, agents or servants for any fine, cost, or expense incurred by CONTRACTOR or any of his employees by reason of CONTRACTOR's failure to have proper markings on his equipment, or by reason of any violation by CONTRACTOR or his employees, of any law, ordinance or regulation in and through whose jurisdiction CONTRACTOR or his employees may be operating in the performance of this Agreement.

16. Compensation. Compensation to CONTRACTOR for the transportation services requested by BROKER will be based on BROKER'S established outside hauler rates and practices which may change from time to time.

17. Invoicing and Supporting Documentation.

a) BROKER shall furnish to CONTRACTOR a "Truck Tag" which shall serve as the basic accounting record with respect to each load hauled. It shall be CONTRACTOR'S responsibility to complete the Truck Tag accurately, procure the necessary signatures, and deliver or mail all Truck Tags for each day's operation to BROKER'S office at the end of each day that worked was performed. All Truck Tags turned in are to be 100% filled out or BROKER will not accept them for payment. BROKER and CONTRACTOR are both subject to being fined (by regulatory authorities) if this regulation is not carried out by CONTRACTOR. Truck Tags for the last day of the month must be received by BROKER'S office no later than the first day of the month following the month in which the work was performed. Truck Tags received after that date will be processed for payment with the next month's business.

b) CONTRACTOR shall furnish BROKER with a monthly statement. CONTRACTOR shall include the following on his statement: Date work was performed, truck tag number, truck number, name of contractor, job name, hours or tons hauled, rate of pay and total charges. This statement must be received by BROKER'S office no later than the third day of the month following the month in which the work was performed. Payment for services will be made by BROKER by the 5th day of the month following 2nd month in which the work was performed.

Initial _____ 6

18. Liabilities. Nothing in this Agreement shall be construed to authorize CONTRACTOR to incur, and CONTRACTOR shall be expressly prohibited from incurring any financial liability in the name of, for, or on behalf of BROKER. CONTRACTOR shall be responsible for any financial liabilities incurred by him in contravention of the foregoing. Where CONTRACTOR or drivers engaged by the CONTRACTOR damage equipment belonging to BROKER, CONTRACTOR shall reimburse the BROKER all such damages to the extent that they are not covered by CONTRACTOR'S insurance. In the event of such claim, loss or damage, BROKER shall have the right to withhold payment of any sums due CONTRACTOR until such claims, loss or damage, including attorneys' fees and costs have been settled or until BROKER shall be reasonably satisfied that CONTRACTOR has sufficient insurance to cover said claim, loss or damage and that such insurance coverage is applicable thereto.

19. Cargo Claims. CONTRACTOR assumes all liability for cargo claims and hereby agrees to defend, indemnify and hold BROKER harmless from all claims arising out of its negligence, relations with its drivers, and employees and any and all claims of a third person for cargo claims arising out of the transportation service contemplated hereunder. If BROKER shall become involved in any way with a claim, CONTRACTOR shall pay, and BROKER may withhold, all expenses, including reasonable attorneys' fees, incurred by BROKER therein. CONTRACTOR shall immediately notify BROKER by telephone of any loss, damage or delay in any way related to its transportation services provided under the terms of this Agreement.

20. Labor Costs. In the event that any tribunal of competent jurisdiction enforces any judgment against BROKER for any labor costs resulting from any employment relationship of employees, agents or contractors of CONTRACTOR, CONTRACTOR agrees to indemnify and hold BROKER harmless from for all such costs. As stated herein, labor costs include, but are not limited to, all wages and salaries (including, without limitation, for prevailing wage), penalties, state and federal employment income taxes, Social Security taxes, workers' compensation, unemployment, disability, and any fringe benefit payments, and any other employer contributions as required by law. Moreover, CONTRACTOR agrees that BROKER shall have no responsibility whatsoever to CONTRACTOR, its drivers, helpers, or any other of its employees for payment of any wages, benefits, fines, penalties, or subsistence or for any resulting expenses of any nature incurred in the performance of this Agreement.

21. Severability. In the event any provisions of this Agreement shall be held to be invalid and/or that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

22. Sub-Contract Prohibition. CONTRACTOR'S rights and obligations under this Agreement are personal to CONTRACTOR, and he shall not have the right to assign any of his rights or delegate any of his duties without the express written consent of BROKER. Any assignment or delegation which has not been approved by BROKER shall be void and shall constitute a default by CONTRACTOR.

23. Complete Agreement. This Agreement contains the entire understanding between the parties and supersedes, replaces, and takes precedence over any prior understanding or oral or written agreement between the parties respecting the subject matter of this Agreement. No

operation, plan, procedure, practice, method or custom shall in any manner vary or change the terms and conditions of this Agreement. This Agreement may only be amended by the written consent of both BROKER and CONTRACTOR at the time of such amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall rest in the Northern District of California.

24. Notice. Any notices to be given by either CONTRACTOR or BROKER to the other may be effected either by personal delivery in writing or by mail, certified postage prepaid with return receipt requested. Mailed notices shall be addressed to CONTRACTOR and BROKER at the addresses appearing below, but each may change that address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

25. Arbitration.

a) In the event of any dispute or claim relating to or arising out of this Agreement, the parties agree that any and all disputes shall be fully and finally resolved by binding arbitration conducted before JAMS at one of its Northern California offices, conducted in accordance with the then applicable rules of JAMS. The parties agree that any claims shall be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties agree that they are waiving any and all rights to a jury or court trial but all remedies and relief available in court will be available in arbitration.

The parties understand that they are waiving their rights to have a claim adjudicated by a court or jury.

The parties further understand and agree that they are waiving their right to be a party or class member in any purported class, collective, or representative proceeding alleging any claims.

b) All disputes shall be resolved by a neutral arbitrator, selected in accordance with the then applicable rules of JAMS, who is licensed to practice law in California. The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, validity, or formation of this arbitration provision and this Agreement. The arbitration shall provide for adequate discovery, and shall take place within the Northern District of California. The arbitrator shall apply the substantive law of California or federal law, or both, as applicable to the claim asserted, and the arbitrator shall issue a written opinion which shall be final and binding upon the parties.

c) Arbitration shall be the exclusive forum for any claims. Should the parties attempt to resolve a claim by any other method, the prevailing party in any civil court motion to compel arbitration will be entitled to recover from the other party all costs and attorneys' fees incurred as a result of that motion to compel. Except as set forth here, or as otherwise provided by law, each party shall pay its own costs and attorneys' fees.

d) Should any claim be allowed to proceed in court, the parties agree to a stay of any litigation which includes causes arising from facts similar to those in arbitrable claims, pending resolution of those claims in arbitration.

e) CONTRACTOR may opt out of the arbitration agreement within thirty (30) days of the date this agreement is executed by following the notice procedures described in paragraph 24 or by sending an e-mail to Mark Manley at markmanleytruckingllc@gmail.com, notifying BROKER of his intention to opt out of arbitration.

26. Execution In Counterparts. This Agreement may be executed in two or more identical counterparts each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute this Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement and any amendment by facsimile or email transmission. Each party agrees that the delivery of this Agreement and amendments by facsimile or email transmission shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or email signatures as evidence of the execution and delivery of this Agreement or amendment by all parties to the same extent that an original signature could be used.

27. Electronic Imaging. The parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form.

28. Terms. This Agreement shall automatically terminate on December 31, 2020 unless renewed in writing prior thereto by BROKER and CONTRACTOR. This Agreement can be terminated earlier by BROKER if CONTRACTOR fails to perform his duties (a) to the very best of his abilities, (b) in good faith, (c) in a reasonable manner consistent with good industry standards, or (d) consistent with the terms of this Agreement. This Agreement may be terminated at any time by either party without notice. Upon termination of this Agreement, CONTRACTOR shall arrange for satisfactory completion of delivery of all shipments in CONTRACTOR'S possession and shall perform all of CONTRACTOR'S obligations pertaining to all shipments under this Agreement. Until such time as all deliveries hereunder are completed and compensation paid, the terms and conditions of this Agreement shall continue in full force and effect.

29. Contractor's Acknowledgement. CONTRACTOR acknowledges that CONTRACTOR has read, fully understands and agrees to all provisions of this Agreement, and that he is signing this Agreement freely and voluntarily, intending to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day of _____, 20__.

Initial _____ 9

CONTRACTOR:

Name _____

Address _____

Phone _____

Signature _____

CA Number _____

Social Security # _____

Employer ID# _____

BROKER:

By _____

MARK MANLEY TRUCKING, LLC

P. O. Box 292488

Sacramento, Ca 95829

Initial _____ 10

Independent Contractor Invoice

For:

Month Of:

To be Paid (net 30):

[illegible]

Please submit this invoice WITH your tags to MARK MANLEY TRUCKING, LLC
mail to: PO Box 292488, Sacramento, CA 95829 or email office@manleytrucking.com