LENGNER & SONS EXPRESS

Driver Contract Checklist

Driver Contract Checklist				
Owner Information: Na	ame:	Phone	No.	
A. = Complete the followingB. = Submit copies of the formation		t)		
 A. 1.Owner information sheet filled out completely. A. 2.Insurance form #1 filled out correctly. (If applying for Full Coverage Insurance) A. 3.Insurance form #2 filled out correctly. (If applying for Lengner & Sons Physical Damage on Unidentified Trailer/Cargo Insurance only) A. 4. Insurance form #3 filled out completely. (Request for Insurance Certificate – if have own liability) A. 5. Pages 1, 6, & 8 of contract filled out completely. A. 6. Vehicle Inspection Report B. 1. Social Security or Federal I.D. B. 2. Registration B. 3. Tractor Weight Certificate B. 4. Insurance Certificate Requirements: 				
Driver Information: Na	ame:(Print)	Phone No.).	
 A. 1. □ Driver information sh A. 2. □ Certificate of complia A. 3. □ Investigation into pre A. 4. □ Pre-employment drug A. 5. □ Consent for backgroi A. 6. □ Driving Safety Reco B. 1. □ MVR (Current – With B. 2. □ Driver License B. 3. □ Medical Card (copy B. 4. □ Social Security Card B. 5. □ Receipt of pre-employ 	ance vious employment filled g testing exemption und information rd thin 5 days of application both sides)		on)	

- B. 6. \Box Drug screen results
- B. 7. D Workers Comp. Insurance (if driver works for owner)
- B. 8. T.W.I.C. Card
- B. 9. 🗌 RFID Transponder #

Terminal Information:

- 1. ____ Date contract returned:
- 2. ____ Driver recruited by:

Revised 2020

DRIVER INFORMATION

Name:	Tel. #	
Address:	Cel.#	
	Home #	
City	ZIP	
Driver License #	Exp.	Date of Birth
Med. Card Exp.	Social	Security#
TWIC#	TWIC Exp.	
Social Security #	Fede	ral I.D. #
DOT #	CA#	
TRACTOR INFORMATION		
Make	Model	Year
VIN#	License Plate #	
R.F.I.D#:	D.O.	Т.#
Driver Name		
Payee Name		
Payee Federal ID/Social Security #[
Payee Signature:		

Driving experience for the past three years

Company Name	Address	Phone Number	From	То
1)				
2)				
3)				

Types of vehicles driven	Approximate mileage	Dates
1)		
2)		
3)		

Accident record for the past three years

Date	Nature of accident	Fatalities Y/N	N Injuries Y	/N
1)				
2)				

Traffic convictions for the past three years

Date	Offense	Location	Type of vehicle
1)			
2)			
3)			

Have you ever been denied a license, permit or privilege to operate a motor vehicle?

Has any License, permit or privilege ever been suspended or revoked?

This certifies that this application was filled out by myself and all information and entries on it are true and complete to the best of my knowledge:

CARGO / TRAILER INTERCHANGE INSURANCE

I, _____, understand that Lengner & Sons Express will deduct from (owner)

my compensation, charges for below insurance coverage:

- 1. Physical Damage Unidentified Trailer (\$1,000.00 deductible).
- 2. Cargo \$250,000.00 Limit (\$1,000.00 deductible).

All deductibles are the responsibility of the owner operator and may be deducted from compensation.

THE CHARGE FOR THE COVERAGE WILL BE <u>1¹/2</u> % OF GROSS PAY, DEDUCTED WEEKLY FROM PAY.

NOTE: LENGNER & SONS INSURANCE COVERAGE IS APPLICABLE ONLY WHEN UNDER DISPATCH BY LENGNER & SONS PRODUCE EXPRESS.

Owner operator will provide an auto liability certificate for a minimum of \$1,000,000 combined single limits covering truck and unidentified trailer naming Lengner & Sons Express as additional insured with coverage being primary and non-contributory.

Insurance agent name]	Phone #	
Address Street address	City	State	Zip
DATED:	Contractor/Registered Owner/	Insured	(type or print)
DATED:	Contractor/Registered Owner/	Insured	(signature) (type or print)
	Driver/Insured		(signature)
DATED:	Lengner & Sons Safety Office	r	(type or print)
	Lengner & Sons Safety Office	r	(signature)

LENGNER & SONS EXPRESS 1425 Maritime St., Oakland, CA 94607

INSURANCE FORM #3

REQUEST FOR INSURANCE CERTIFICATE

Owner Operator:	<u>Tel#:</u>
Insurance Broker:	<u>Tel#:</u>
	Fax#:
	Agent:
Insurance Carrier:	
Policy Number:	

- Please fax an insurance certificate for the above driver. The certificate must include:
- Coverage of \$1,000,000 CSL (minimum) on truck and unidentified trailer
- Driver and vehicle owner's name on the policy
- Policy number and radius of operation
- Insurance carrier must be AM Best A rated
- 30 Days notice of cancellation

Certificate must state "Lengner & Sons Express is additional insured and coverage is primary and noncontributory".

Please send all information to:

Lengner & Sons Express 1425 Maritime St. Oakland, CA 94607 Attn: Brad Lengner Director of Safety & Regulation

Tel: (510) 625-1900 Fax: (510) 625-1904

I authorize the release of the above information

Name (Print or Type)

Signature

Date

Oakland: (510) 832-6831 Fax: (510) 832-1189 General Office Phone: (510) 625-1900 Fax: (510) 625-1904 Long Beach: (562) 436-9238 Fax: (562) 495-1580

CARRIAGE AGREEMENT BETWEEN INDEPENDENT OWNER/OPERATOR AND LENGNER & SONS EXPRESS

THIS AGREEMENT, executed in duplicate, is made and entered int	o on this day of
, 20 , by and between LENGNER AND SO	NS EXPRESS, 2565 Buna Street,
Bldg. 90, Oakland, CA 94607 (hereinafter referred to as "PRIME CA	ARRIER", and (hereinafter referred
to as "OWNER/OPERATOR").	
Name:	
	-
Address:	

WITNESSETH:

WHEREAS, PRIME CARRIER is a motor carrier engaged in the transportation of property for hire upon the public highways of the State of California and other states, and maintains an office at the above stated address in connection with its transportation business;

WHEREAS, OWNER/OPERATOR operates, either as owner or lessee, the following motor vehicle equipment:

MAKE:	MODEL:	YEAR:	COLOR:	STATE:
<u>VIN#</u>			LIC. PLATE#:	

(hereinafter referred to as "THE EQUIPMENT').

And operates under a permit issued by California Dept. of Motor Vehicles Motor Carrier Permit (MCP) number ______; and whereas, OWNER/OPERATOR is now engaged in business as an independent contractor in connection with which it owns or has at its disposal motor vehicle equipment identified above, and employs or contracts with experienced, competent and qualified personnel to operate said equipment; and

WHEREAS, OWNER/OPERATOR desires to operate said vehicle or vehicles in the service of PRIME CARRIER as an independent contractor; and

WHEREAS, PRIME CARRIER AND OWNER/OPERATOR desires to enter into an agreement under which OWNER will utilize his equipment to transport certain of PRIME CARRIERS shipments between points within the United States.

NOW, THEREFORE, in consideration of the warranties, mutual covenants and conditions of the parties hereinafter set forth, PRIME CARRIER and OWNER/OPERATOR agree that during the term hereinafter stated, and any extension thereof, OWNER/OPERATOR will furnish PRIME CARRIER with such equipment, subject to the following terms and conditions;

OWNER/OPERATOR agrees to utilize the equipment and dedicate such equipment to the transportation of the commodity and the shipments tendered to OWNER/OPERATOR by the PRIME CARRIER. OWNER/OPERATOR agrees to furnish all accessories necessary for the use of said equipment in PRIME CARRIERS transportation business as well as furnishing sufficient and qualified operators upon the terms and conditions hereinafter set forth. When the equipment is not being used on shipments for PRIME CARRIERS name and all of its Governmental Regulatory numbers, insignia and or advertising will be removed therefrom.

II. USE AND LOADING

OWNER/OPERATOR agrees to use the Equipment in the business of PRIME CARRIER as required and OWNER/OPERATOR will perform all such acts as are incidental in the use thereof, including loading and unloading, the supervision of loading and unloading, and will fully comply with the applicable rules, regulations, instructions and tariffs of PRIME CARRIER.

III. <u>HAULING</u>

The OWNER/OPERATOR will devote the equipment to the service of the PRIME CARRIER and in its transportation of property, loading and unloading the same, and delivering to destination in accordance with the shipping contracts of Bills of Lading entered into by the PRIME CARRIER with its consignors or consignees; and in connection therewith, comply with all rules and regulations and instructions of the PRIME CARRIER, as required by: The Bills of Lading and shipping arrangements with the shipper, the Public Utilities Commission, the Interstate Commerce Commission and other applicable Regulatory Bodies.

IV. COMPLIANCE WITH THE LAWS

OWNER/OPERATOR agrees that he and, or his independent contractors or drivers will fully comply with all applicable laws, lawful rules, regulations and orders promulgated under the Interstate Commerce Act, Department of Transportation and State Regulatory Agencies relating to the operation and maintenance of the equipment hereunder, will prepare and file with PRIME CARRIER, logs and other documents, in accordance with applicable law, and will notify PRIME CARRIER of accidents in such a manner and at such a time as will enable OWNER/OPERATOR and PRIME CARRIER to fully comply with all lawful rules, regulations and orders respecting the same. Upon failure of OWNER/OPERATOR to fulfill the requirements herein imposed, PRIME CARRIER may terminate this agreement forthwith. Compliance by sub-haulers, drivers or independent contract operators shall be the responsibility of OWNER/OPERATOR.

V. RELATIONSHIP OF THE PARTIES

The relationship created by this agreement is intended by both parties to be that of Principal (PRIME CARRIER) and Independent-contractor (OWNER/OPERATOR) and is not that of employer-employee. All interpretations of this agreement and all actions of the parties in the execution of the terms and provisions thereof shall be made in such a way to maintain the relationship of Principal/Independent-contractor between the parties.

VI. DRIVER AND HELPER COSTS

It is anticipated that OWNER/OPERATOR will also act as driver on the equipment. If, for some reason, OWNER/OPERATOR shall utilize other individuals as drivers or helpers used in connection with the operation of the equipment and the loading and unloading of units which shall be at OWNER OPERATORS sole discretion, OWNER/OPERATOR shall pay all such drivers and helpers for those services and expensed, and shall be responsible for all health and welfare benefits, subsistence allowance, payroll deduction, tax withholdings, tax assessments, Workmans' Compensation Insurance and other premiums and payments due by reason of employment or payment of wages or other earnings to each of such persons so employed.

VII. DRIVER AND GENERAL RESPONSIBILITY

- (a) In performing services under this agreement, the OWNER/OPERATOR shall direct the operations of his equipment and in all respects shall determine the method, means and the manner of performing this contract, including such matters as choice of any lawful routes, service points for equipment and rest stops.
- (b) OWNER/OPERATOR shall be solely responsible for the direction and control of any drivers or helpers he shall hire, including their conforming to all rules and regulations of the PRIME CARRIER, the Public Utilities Commission, the Interstate Commerce Commission and all other Regulatory Bodies.

VIII. INSURANCE

(a) PRIME CARRIER shall obtain Cargo and Physical Damage to Unidentified Trailer Insurance, providing such coverage in such amounts as PRIME CARRIER shall reasonably determine, which policies shall be written by a company or companies satisfactory to both PRIME CARRIER and OWNER/OPERATOR with OWNER/OPERATOR named as additional insured.

Premiums on such insurance policies are to be paid by OWNER/OPERATOR. Premiums shall be deducted from compensation due and payable to OWNER/OPERATOR. Insurance cost and reporting requirements are as set out on the attached Insurance Form number 2. Such form is subject to review and revision, based upon requirements of the insurance carrier or as a result of increased costs. PRIME CARRIER agrees to give OWNER/OPERATOR fourteen (14) days advance notice of any such revisions.

(b) OWNER/OPERATOR shall obtain, at his expense, liability and property damage insurance policies providing such coverage in such amounts as PRIME CARRIER shall reasonably determine which policies shall be written by a company or companies satisfactory to both PRIME CARRIER and OWNER/OPERATOR with PRIME CARRIER named as additional insured. OWNER/OPERATOR agrees to provide

PRIME CARRIER with a Certificate of Insurance endorsed by the insurance carrier and specifying coverage amounts in accordance with Insurance Form #3 attached hereto. OWNER/OPERATOR agrees to provide an updated Certificate of Insurance to PRIME CARRIER upon request. (c) In the event that OWNER/OPERATOR does not provide the coverage as required by subparagraph (b) of this paragraph VIII; PRIME CARRIER can obtain liability and property damage insurance policies covering from, any and all damages, fines, penalties, expense or any other liability resulting from or arising in connection with the negligence or otherwise improper operation of the equipment or any other equipment, or arising out of any aspect of OWNER/OPERATORS business. OWNER/OPERATOR shall also provide the information as enumerated in Insurance Form #1.

IX. LICENSE, TAXES AND FINES

It shall be OWNER/OPERATORS responsibility to see that the equipment is duly licensed and registered so as to be authorized to operate over the highways of the state of California. PRIME CARRIER may purchase such licenses and registration as are required and deduct these costs from any compensation due and owing from OWNER/OPERATOR.

OWNER/OPERATOR shall be responsible for, and shall hold PRIME CARRIER harmless from, any and all fines, forfeitures, seizures, confiscations and penalties resulting from the operation of the equipment, and PRIME CARRIER shall have the right to deduct from any compensation due and owing to OWNER/OPERATOR all expenses incurred because of such fines, forfeitures, seizures, confiscations and penalties. Further OWNER/OPERATOR warrants that he will be responsible to PRIME CARRIER for all expenses incurred because of such fines, forfeitures, seizures, confiscations and penalties.

X. <u>MAINTENANCE AND RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE</u> <u>EQUIPMENT</u>

- (a) The equipment shall be subject to inspection by the PRIME CARRIER and the OWNER/OPERATOR agrees to comply with recommendations made by the PRIME CARRIER in respect to the equipment.
- (b) OWNER/OPERATOR shall, at his expense, keep and maintain the equipment in good mechanical and clean condition at all times. Acceptability of the equipment shall be at the reasonable discretion of PRIME CARRIER. OWNER/OPERATOR warrants that he will comply with all current safety and other regulations of the California Public Utilities Commission, the Department of Transportation, and all other applicable Federal, State and Governmental agencies. OWNER/OPERATOR shall immediately make all mechanical corrections and comply with all other requirements reasonable or necessary for the safe and legal operation of the equipment.
- (c) The OWNER/OPERATOR shall not incur any obligations in the name of or on behalf of the PRIME CARRIER, whether for the repair, maintenance of operation of OWNER/OPERATORS equipment, or otherwise, without the written consent of the PRIME CARRIER in each instance.
- (d) The PRIME CARRIER shall in no event be liable for any loss of or damage to the equipment or any other equipment belonging to the OWNER/OPERATOR, and PRIME CARRIER shall in no event be required to repair or replace any loss thereof for damage thereto. In the event that PRIME CARRIER pays any maintenance, operating or other

expenses that are the responsibility of the OWNER/OPERATOR under this agreement, PRIME CARRIER shall then have the right to deduct all such expenses from any compensation which is due and owing or which shall become due and owing to OWNER/OPERATOR.

- (e) OWNER/OPERATOR shall pay and be responsible for all costs and expenses relating to the operation of the equipment, including, but not limited to, oil, fuel, fuel taxes, tires, repairs, and all other costs incidental to the ownership and operation of the equipment pursuant to this agreement. In the event that PRIME CARRIER pays any of the above mentioned costs and expenses, such costs and expenses may be deducted by PRIME/CARRIER from any compensation which is due and owing or which shall become due and owing to OWNER/OPERATOR. Further OWNER/OPERATOR promises to pay for all amounts over and above any compensation subject to deduction that does not satisfy the total of the above-mentioned costs and expenses.
- (f) Equipment shall be subject to inspection by PRIME CARRIER in accordance with applicable law and OWNER/OPERATOR agrees to comply with recommendations made by PRIME CARRIER in respect to the equipment. In the event subject equipment shall be deemed in need of repair by PRIME CARRIER, OWNER/OPERATOR shall immediately make all mechanical corrections and comply with all other requirements reasonable or necessary for the safe and legal operation of the equipment.

XI. TIME SCHEDULE

OWNER/OPERATOR agrees to comply with such time schedule as the shipper may specify or establish for the transportation and delivery of any shipment or freight transported by said equipment, and the trailer furnished by PRIME CARRIER, or the shipper. In the event of any such shipment, OWNER/OPERATOR shall immediately notify PRIME CARRIER and PRIME CARRIER agrees to reimburse OWNER/OPERATOR for the cost of any telephone charges incurred by OWNER/OPERATOR.

XII. OPERATIONS OF THE EQUIPMENT

Choice of routes, service stations, truck stops, tractor repairs or maintenance arrangements are the sole responsibility of OWNER/OPERATOR. OWNER/OPERATOR, however, agrees to comply with any routing requirements which may be imposed by any certificate of public convenience and necessity issued to PRIME CARRIER by the Interstate Commerce Commission.

XIII. COMPENSATION

PRIME CARRIER shall pay OWNER/OPERATOR for the transportation services furnished by the OWNER/OPERATOR pursuant to this agreement. Compensation shall be at the rate set forth in rate schedule attached hereto and incorporated herein by this reference. The compensation may be changed from time to time by both parties executing and dating a revised rate schedule to the subhaul agreement. In determining the compensation due and owing hereunder to OWNER/OPERATOR, PRIME CARRIER shall provide an accounting each week to OWNER/OPERATOR and payment made as entitled for transportation services rendered during the pay period and all deductions and charges against such compensation.

XIV. CHARGES

The PRIME CARRIER may charge to the OWNER/OPERATOR account any and all costs, expenses and safety incentive fees incurred, advanced or assessed by the PRIME CARRIER directly or indirectly for the benefit of the OWNER/OPERATOR, his employees or his successors-ininterest. In the event of the termination of this agreement at a time when there is any indebtedness owing by the OWNER/OPERATOR and his successors-in-interest, whether or not the equipment is or remains in the possession of the PRIME CARRIER.

XV. USE OF TRACTORS BY OWNER WHEN NOT IN THE SERVICE OF PRIME CARRIER

During the term of this agreement, OWNER/OPERATOR agrees to devote said equipment as required to the service of PRIME CARRIER in its business of transporting property. PRIME CARRIER agrees to tender its shipments to OWNER/OPERATOR from time to time as PRIME CARRIER requires OWNER/OPERATOR service. Nothing in this agreement shall be construed to restrict or prohibit the OWNER/OPERATOR from utilizing the equipment in his own business or for other common carriers at any time when PRIME CARRIER does not require the use of such equipment.

XVI. ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto concerning the enforcement of this agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation.

XVII. TERMINATION

This agreement is immediately terminated by the death or dissolution of OWNER/OPERATOR. Except as otherwise provided for in paragraph IV of this agreement, either party shall have the right to terminate this agreement by giving ten (10) calendar days written notice to the other party. Notice shall be delivered to the OWNER/OPERATOR, if requested by PRIME CARRIER, shall complete delivery of all shipments for which he may at the time be responsible; and furthermore, upon said termination, PRIME CARRIER may, at its option, defer final settlement with OWNER/OPERATOR for a period of fifteen (15) days, OWNER/OPERATOR shall not commence any action or suit against PRIME CARRIER by reason of any claims arising out of or under this agreement. All notices required by this paragraph XIX shall be sent to the following address:

PRIME CARRIER

OWNER/OPERATOR

Lengner & Sons Express 1425 Maritime St. Oakland, CA 94607

If the agreement is terminated by either PRIME CARRIER or OWNER/OPERATOR, all prorate cards, licenses, cab cards, fuel keys, manuals and all signed-for items must be returned to PRIME CARRIER before final payment will be made to the OWNER/OPERATOR.

XVIII. PRECEDENCE

This agreement shall supersede, replace and take precedence over any prior oral or written agreements of similar character between the parties hereto.

XIX. <u>SEVERABILITY</u>

If any terms, provisions, covenant or condition of this agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XX. <u>RETENTION OF AGREEMENT</u>

This agreement has been executed in duplicate, the original of which shall be retained by PRIME CARRIER, and one copy of which shall be retained by OWNER/OPERATOR.

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XXI. <u>TERM</u> ONE YEAR

XXII.

This C.	ARRIAGE AGREEMENT shall commence on	
terminate on		

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written.

LENGNER & SONS EXPRESS

Date	BY:	Type/Print
		Signature
		OWNER OPERATOR
Date	BY:	Type/Print
		Signature
Distribution:		

2.) Owner Operator (To be kept in truck)

Owner Operator Signature (When received signed copy)

Date

REQUEST FOR EMPLOYMENT INFORMATION

From:	LENGNER & SONS EXPRESS
	1425 Maritime St.
	Oakland, CA 94607

2. Co-operation with others

3. Safety habits

4. Driving skill

5. Attendance record

Check Box

Check Box

Check Box

ATTN: Brad Lengner PH. # (510) 625-1900 FAX # (510) 625-1904

Seldom

Occasionally

Frequently

Constantly

TO APPLICANT: - Please	Print N	NAME:]
NAME OF COMPANY YOU	J WORKED FOR:					
STREET ADDRESS:	C			STATE:	Req	The information uested is required
FAX#	SOCIAL SECURI	TY NO.				part 391.23 of the S. Department of
NAME OF YOUR IMMEDIA	ATE SUPERVISOR	:				nsportation Motor Carrier Safety Regulations.
PERIOD OF EMPLOYMEN	Г		POSI	TION YOU HE	LD	
FROM MO. YI	TO TO .	YR.				
You are herby authorized to give You are released from all liability	to the above company	all information r		vices, character an	ld conduct while	in your employ, and
Date:	Signed by Appli	icant:				
oes the above data check v	with your records?	Yes 🗌 N	No 🗌 If no, v	where is the dis	screpancy?	
O FORMER EMPLOYER	: Please give the f	following info	ormation abou	t this applican	t. It will be h	eld in strict confide
	EXCELLENT	GOOD	FAIR	POOR		
. Quality of work	Check Box	Check	Check	Check	6. Need	led supervision:
	Check Box	Check	Check	Check	_	

1.	Why did applicant leave?	
2.	If company policy allowed, would you rehire?	
3.	Did he have custody of money or valuables? a) Were his accounts kept properly?	
4.	Qualified in what equipment?	

Check

Check

Check

Check

Check

Check

Check

Check

Check

	many accidents?	or suspended?	How many preventable?	
COMMENTS:				
Date:		Signed:	NAME & POSI	ΓΙΟΝ

Release & verification of driver's previous drug program participation (for pre-employment drug testing exemption)

This form is to be used as documentation that a driver/driver applicant has met the "exemption" for preemployment controlled substances testing. This documentation may be used in lieu of a pre-employment drug test if it verifies that the driver has participated in a qualified program within the previous 30 days; **and** was either drug tested within the past six months from the date of application, **or** participated in a random drug program for the previous 12 months from the date of application; and the previous employer has no knowledge of a violation within the previous six months, as stated in § 382.301.

Part 1: To be completed by driver/driver applicant.

I hereby authorize	form	to release to release to		
Brad Lengner	at	Lengner & Sons Express		
company representative		prospective company of employment		
1425 Maritime St.		Oakland, CA 94607		
address		city/state/zip		
(510) 625-1900		(510) 625-1904		
phone		fax		

Information on drug testing program participation, any controlled substances test results, participation in a random program, evidence of refusals to be tested, or other violations of the DOT rules. I request that such records be released immediately.

This authorization is valid until withdrawn by me in writing.

Dated this	day of		, 20	
Name of driver/applicant:		please print		
Signature of driver/applicant:				
Social security of driver/applicant:				

signature

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