

# Owner-Operator Packet

Please read all of the following information carefully. This Packet is for Owner-Operators, not Subhauleders. If you have more than 1 tractor you are a Subhauler and need to contact the Human Resources department to receive a Subhauler Packet.

Review each of the following requirements as all must be completed and submitted with the following owner-operator agreement before you may provide contract services for Dalton Trucking, Inc:

## Complete the attached:

- Owner-Operator Agreement
- CSTAT (Controlled Substances & Alcohol Testing) Agreement
- W-9
- Motor Carrier of Property Certification of Compliance
- Certification of Owner-Operator Status

## Provide Copies of:

- California Motor Carrier Permit (Obtain from DMV, Motor Carrier Permit Branch, Sacramento, CA (916) 657-8153.
- Most recent BIT Inspection Report
- Certificate of Insurance with Dalton Trucking, Inc., Attn: Safety Department, 13560 Whittram Ave., Fontana, CA 92335, named as additionally insured. This certificate must assure 10 days written notice prior of cancellation or change
  - \$1,000,000 Automotive Liability
  - \$1,000,000 General Liability
  - \$25,000 Cargo
  - \$15,000 Trailer Interchange or Unidentified Trailer
- Certificate of Enrollment in a Qualified Drug & Alcohol Consortium (If not enrolled you can contact Cal-DATA at (800) 820-9314)
- Copy of current Vehicle Registration
- Copy of valid Class A Drivers License
- Copy of current Medical Card
- DMV Printouts or DMV Pull Notice
- Pre-Haul Drug Screen Results

***In accordance with SB871 enacted in October 2001 all owner-operators are required to submit driver's daily logs and all vehicle inspection reports for any and all time frames when hauling for Dalton Trucking, Inc.***

**All of the above items must indicate the same name, i.e., if you are operating under your own personal name, the Owner-Operator Agreement, W-9, Motor Carrier Permit, Motor Carrier of Property Certification of Compliance, BIT Inspection Report and Insurance Certificates must all be in your own personal name. If you are operating under a company name, each of these items must be in that company name.**

If you have any additional questions, please call our Human Resources Department at (909) 823-0663 x 1512.

# Owner-Operator Agreement

This Agreement is Entered Into By and Between:

Prime Carrier:  
Dalton Trucking, Inc.  
13560 Whittram Ave.  
Fontana, CA 92335  
(909) 823-0663  
(909) 823-7248 Fax

Owner-Operator:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Tax ID or SSN: \_\_\_\_\_  
Mobile / Bus Phone: \_\_\_\_\_  
Fax #: \_\_\_\_\_

## Prime Carrier and Owner Operator Do Agree As Follows:

1. Owner-Operator, as an **independent owner-operator**, shall at no time be considered an employee of Prime Carrier. Owner-Operator agrees to transport freight for Prime Carrier, hereinafter referred to as "DTI", and to furnish equipment and perform all services required for such transportation.
2. Owner-Operator agrees to comply with all statutes, rules, and regulations of Federal and State Governments, and all Administrative Agencies thereof at all times.
3. Owner-Operator shall pay all costs and expenses incidental to the performance of such transportation service, and shall indemnify DTI against any loss, damage or expense in connection therewith.
4. **Owner-Operator shall provide and maintain a valid "Certificate of Insurance" on file with DTI.** Owner-Operator shall also keep and maintain comprehensive general liability, automotive liability, property damage, and cargo insurance. Which policies shall provide coverage to DTI as an *Additional Insured* to the same extent as provided to the name insured, provide at least thirty (30) days prior notice to DTI of cancellation or termination, and contain standard cross-liability endorsements allowing DTI to claim and recover under the policies notwithstanding that it is an additional insured. Such policies shall be sufficient to defend, hold harmless, and indemnify DTI harmless for all losses resulting from negligence on the part of Owner-Operator. Minimum coverage for general liability and automotive liability shall be \$1,000,000 per loss. Minimum coverage for cargo insurance shall be \$25,000 per loss. The insurance required under this agreement shall, at all times be written by insurance companies which are admitted, authorized and licensed to conduct business in the state of California and are acceptable to DTI.
5. Owner-Operator is not insured for Worker's Compensation by DTI, or by any of the contractors whose job sites Owner-Operator may enter in the course of working for DTI. Owner-Operator agrees to provide proof of Worker's Compensation coverage in the form of a "Worker's Compensation Certificate" (while a Owner-Operator may not be required to carry Worker's Compensation on themselves, any employees of Owner-Operator must be covered by Contractor with a valid "Certificate of Insurance" for Worker's Compensation insurance, and a Certificate must be supplied to DTI prior to the beginning of any work contracted to Owner-Operator).
6. Owner-Operator shall be responsible for the freight during the course of his/her transportation thereof, and shall obtain and deliver to DTI a shipping document covering each shipment transported.
7. Owner-Operator is required to submit to DTI all delivery receipts on DTI loads on a daily basis, pursuant to DTI policy regarding submission of freight documents. Owner-Operators are required to submit drivers daily logs and all vehicle inspection reports with daily freight documents. Work performed at the end of the month must be turned in by the third day of the following month or it will not be paid until the following month. Owner-Operator shall submit a statement each month by the third

of the following month. If a Owner-Operator has standby time, it must be turned in with the paperwork the next workday or it will not be paid. If all required documentation is not submitted in a timely manner checks will be held until proper paperwork is submitted.

8. Owner-Operator shall provide service commencing upon the date contained herein, and shall continue until canceled, in consideration of compensation to be paid. Compensation shall be payable pursuant to DTI policy.
9. Owner-Operator does not have authority to accept less than lawful freight charges due DTI, nor to accept less than prescribed COD or charges due Shipper.
10. Owner-Operator agrees that all moneys received for COD or freight charges are held in trust for DTI, and such moneys shall be remitted upon end of shift, or next working day.
11. This agreement shall be continuing, save either party may terminate up 30 days' written notice to the other, and termination shall not release either party with respect to accrued liability arising hereunder prior to such termination. This Agreement is intended to set forth the terms and conditions of, and charges payable for, such transportation as Owner-Operator may perform for DTI, provided that this contract is not construed as an agreement for specific transportation in regards to time, place, amount, or duration.
12. Prime carrier agrees to not offer work to Owner-Operator for or from any of the following contractors and/or plants at Contractors election: \_\_\_\_\_  
\_\_\_\_\_
13. All initial Owner-Operator liability and cargo insurance policies shall be applied to any other carrier said initial Owner-Operator might elect to subcontract said load to. This is to protect DTI in the event an unknown carrier is hired by the Owner-Operator with whom we have a contract.
14. All charges billed to Prime Carrier from a Owner-Operator/Shipper incurred as a direct result of Contractors' performance, or lack thereof shall be applied against Contractors' account with Prime Carrier.
15. It is the Owner-Operators duty to notify DTI of any change in ownership, lease, rental or control status of all equipment operated on his behalf for DTI's benefit.

Therefore, the aforementioned parties enter into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

_____	Date	Dalton Trucking, Inc.	_____	Date
Owner-Operator Name				
_____		Signature	_____	
Signature				
_____		Print Name and Title	_____	
Print Name and Title				
_____		Contact Phone of Signer	_____	
Contact Phone of Signer				

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividend.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), an IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities.

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 684(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 684 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-6.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return): \_\_\_\_\_

Business name, if different from above: \_\_\_\_\_

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee  
 Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.): \_\_\_\_\_ Requester's name and address (optional): \_\_\_\_\_

City, state, and ZIP code: \_\_\_\_\_

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here: Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

### General Instructions

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

CONTROLLED SUBSTANCES AND ALCOHOL TESTING  
(CSAT) AGREEMENT

(This agreement is intended to clarify how a company a leased driver in interstate commerce, or two or more companies in intrastate commerce, will share the results of all CSAT conducted pursuant to Title 49 of the Code of Federal Regulations, Part 382 (49 CFR 382). This agreement is limited to that purpose and does not imply the existence of any employer/employee relationship or any legal responsibilities beyond those specifically addresses in 49 CFR 382.)

Dalton Trucking, Inc  
Overlying Carrier

CA # 202  
Overlying Carriers CA #

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractors CA#

\_\_\_\_\_  
Social Security Number of Contractor

\_\_\_\_\_  
Drivers License # of Contractor

\_\_\_\_\_  
Consortium Name

\_\_\_\_\_  
Consortium Phone #

Dalton Trucking, Inc. (employer) is liable for CSAT compliance of Contractor (driver). This agreement entitles Dalton Trucking, Inc. to accept Contractor's existing CSAT program, in lieu of requiring Contractor to participate directly in the CSAT program of Dalton Trucking, Inc., by permitting Dalton Trucking, Inc. to use the CSAT program of Contractor as its own. This means Dalton Trucking, Inc. must be notified by the medical review officer currently used by Contractor of any test results regarding Contractor, and will bar the Contractor driver from conducting safety-sensitive functions for Dalton Trucking, Inc., upon notification that the driver has tested positive as a result of any required CSAT test. Dalton Trucking, Inc. must have the ability to produce the CSAT record of Contractor at the principal place of business of Dalton Trucking, Inc. within two days of a request. The signature of the Contractor representative (above) grants Dalton Trucking, Inc. these rights during the dates indicated. Contractor also agrees to notify Dalton Trucking, Inc. prior to termination of its participation with the consortium named above.

NOTE: Dalton Trucking, Inc. will query previous employer's regarding the CSAT history of Contractor during the two years prior to the date of this agreement. The following CSAT information concerning Contractor will be requested:

- Alcohol tests with a result of 0.04 alcohol concentration or greater;
- Verified positive controlled substance test results;
- Refusals to be tested.



List your previous employers from the past two years in order, most recent first, then sign and attach a separate release form for each previous employer.

Employers during the previous two years:

_____ Employers Name	_____ Start Date	_____ End Date
_____ Employers Name	_____ Start Date	_____ End Date
_____ Employers Name	_____ Start Date	_____ End Date
_____ Employers Name	_____ Start Date	_____ End Date
_____ Employers Name	_____ Start Date	_____ End Date
_____ Employers Name	_____ Start Date	_____ End Date
_____ Employers Name	_____ Start Date	_____ End Date
_____ Employers Name	_____ Start Date	_____ End Date

In consideration of Dalton Trucking, Inc.'s relationship with the contractor listed on the first page of this agreement, the consortium agrees to keep Dalton Trucking, Inc. informed of any positive test results or refusals to submit.

\_\_\_\_\_  
Signature of Authorized Representative of Named Consortium

\_\_\_\_\_  
Date

*Drug Consortium: Please sign and return to acknowledge acceptance of the afore defined agreement. Please return by mail to: Dalton Trucking, Inc., Attn: Human Resources, 13560 Whittram Ave., Fontana, CA 92335, or fax to (909) 823-7248. (This fax is secure)*

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

I, the undersigned, certify that \_\_\_\_\_  
(Contracted Carrier's Name)  
holds a Motor Carrier of Property Permit Number \_\_\_\_\_, which is valid through \_\_\_\_\_, a copy  
(CA Number) (Date)  
of which is attached. I further certify that I, or a company office, will immediately notify users of this  
company's services if the permit is suspended, revoked, or is otherwise rendered invalid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Drivers License Number

\_\_\_\_\_  
Date

## Certification of Owner Operator Status

An Owner Operator is defined as a person who is the sole driver of a vehicle over which he or she has exclusive control. The control over the vehicle may be by Ownership, Lease (exclusive lease agreement), Lease Purchase, Rental, or other means by which the Owner Operator has direct and exclusive control over the vehicle. The Owner Operator does not allow others to use the vehicle(s) and does not employ lease or otherwise engage others to operate the vehicle(s) at any time.

The Owner Operator is further defined as a person who is not an employee of a company, and under the California Vehicle code financial responsibility requirements, 34640 (Workers Compensation Required) is not required to provide proof of Workers Compensation Insurance, having completed "a statement, under penalty of perjury, stating that, in its operations as a motor carrier or property, it does not employ any person in any manner so as to become subject to the workers' compensation laws of this state."

I certify that I meet the above requirements:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Certification

AADT CONSENT TO RELEASE ACTIVITY STATUS

PRINT NAME \_\_\_\_\_ as the undersigned Independent Contractor Owner-Operator (Owner-Operator) expressly consent to share with the third party Overlying Carrier/Broker (Broker) listed below a notification of my activity or inactivity in the American Alliance Drug Testing (AADT) a subsidiary of California Drug & Alcohol Testing Alliance (C-DATA) controlled substance and alcohol testing program of which I am a participant. I expressly direct AADT to notify Broker of my activity status in AADT's program, unless Broker should decline further receipt of my activity status at any time.

I understand that the only information that will be supplied to Broker by AADT should I become inactive is a notification of my inactivity in the AADT controlled substance and alcohol testing program. No specific reason will be given to Broker for my inactivity in AADT's program, only the following explanation will be provided:

Please be advised that the Independent Contractor Owner-Operator (Owner-Operator) listed below is no longer active in the American Alliance Drug Testing (AADT) controlled substance and alcohol testing program. Please note that there are many reasons as to why the Owner-Operator may have become inactive with AADT. Reasons include, but are not limited to, non-payment for services rendered, incorrect company/driver information, a positive controlled substance or breath alcohol test result, or failure to comply with the U.S. Department of Transportation (DOT) requirements of a return to duty process including an Employee Assistance Program. Additionally, the Owner-Operator may have also requested to be inactivated for reasons including, but not limited to, illness or disability, temporarily out of service, permanently ceased operations, or elected another consortium.

This authorization is valid until withdrawn by me, the Owner-Operator, and until AADT and the listed Broker have received a written notice of revocation from me. AADT will notify me should Broker decline to further receive my activity status in AADT's program.

Independent Contractor Owner-Operator's Name \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
CA Number: \_\_\_\_\_ AADT I.D. Number: \_\_\_\_\_  
Commercial Driver License Number (CDL): \_\_\_\_\_ Birth Date (optional): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Overlying Carrier/Broker D&A Supervisor: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Secured Fax Number: \_\_\_\_\_  
CA Number: \_\_\_\_\_ AADT I.D. Number (if applicable): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

AADT Representative & Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

*This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.*