

# Subhauler Packet

Please read all of the following information carefully. This Packet is for Subhaulers, not Owner-Operators. If you have only 1 tractor you are an Owner-Operator and need to contact the Human Resources department to receive an Owner-Operator Packet.

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

## Complete the attached:

- Subhaul Agreement
- CSTAT (Controlled Substances & Alcohol Testing) Agreement
- W-9
- Motor Carrier of Property Certification of Compliance
- Certification of Subhauler 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.  
(See attached sample)
  - \$1,000,000 Automotive Liability
  - \$1,000,000 General Liability
  - \$50,000 Cargo
  - \$25,000 Trailer Interchange or Unidentified Trailer
  - Workers Compensation Insurance
- Certificate of Enrollment in a Qualified Drug & Alcohol Consortium
- Proof of Enrollment in DMV Pull Notice Program.

All of the above items must indicate the same name, i.e., if you are operating under your own personal name, the Subhaul 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.

# Subhauler 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

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

## Prime Carrier and Subhauler Do Agree As Follows:

1. Subhauler, as an independent Subhauler, shall at no time be considered an employee of Prime Carrier. Subhauler 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. Subhauler agrees to comply with all statutes, rules, and regulations of Federal and State Governments, and all Administrative Agencies thereof at all times.
3. Subhauler 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. Subhauler shall provide and maintain a valid "Certificate of Insurance" on file with DTI. Subhauler 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 Subhauler. Minimum coverage for general liability and automotive liability shall be \$1,000,000 per loss. Minimum coverage for cargo insurance shall be no less than \$50,000 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. **Subhauler is not insured for Worker's Compensation by DTI, or by any of the contractors whose job sites Subhauler may enter in the course of working for DTI. Subhauler agrees to provide proof of Worker's Compensation coverage in the form of a "Worker's Compensation Certificate" (while a Subhauler may not be required to carry Worker's Compensation on themselves, any employees of Subhauler 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 Subhauler).**
6. Subhauler 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. Subhauler 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. 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. Subhauler shall submit a statement each month by the third of the following month. If a Subhauler has standby time, it must be turned in with the paperwork the next workday or it will not be paid.

8. Subhauler 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. Neither Subhauler or employees of Subhauler has authority to accept less than lawful freight charges due DTI, nor to accept less than prescribed COD or charges due Shipper.
10. Subhauler 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 Subhauler 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 Subhauler for or from any of the following contractors and/or plants at Contractors election: \_\_\_\_\_  
\_\_\_\_\_
13. All initial Subhauler liability and cargo insurance policies shall be applied to any other carrier said initial Subhauler might elect to subcontract said load to. This is to protect DTI in the event an unknown carrier is hired by the Subhauler with whom we have a contract.
14. All charges billed to Prime Carrier from a Subhauler/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 Subhaulers 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.
16. This agreement will not guarantee or promise work regardless of availability. DTI reserves the right to solely make judgment on use and placement of Subhaulers.

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

Subhauler Name	Date	Dalton Trucking, Inc.	Date
Signature		Signature	
Print Name and Title		Print Name and Title	
Contact Phone of Signer		Contact Phone of Signer	

# CONTROLLED SUBSTANCES AND ALCOHOL TESTING (CSAT) AGREEMENT

(This agreement is intended to clarify how a company's 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 addressed in 49 CFR 382.)

Dalton Trucking, Inc.  
Overlying Carrier

CA # 202  
Overlying Carrier CA #

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor CA#

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

\_\_\_\_\_  
Driver's 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)*

# Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 3

Name (as shown on your income tax return)	
Business name, if different from above	
<input type="checkbox"/> Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership, ▶) ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> 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.

**Note.** If the account is in more than one name, see the chart on page 4 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).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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,



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

**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(a), any 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 584(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 664 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>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-8.

## 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.

State of California  
Department of California Highway Patrol  
MOTOR CARRIER OF PROPERTY  
CERTIFICATION OF COMPLIANCE  
DHP 809 (1-98) OP1062

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 Subhauler Status

A Subhauler is defined as an individual who operates in excess of one power unit. If at any point in time the subhauler fails to meet this requirement, thus reverting to an Owner-Operator status, said individual agrees to immediately notify Dalton Trucking, Inc of this change of status.

I certify that I meet the above requirements:

\_\_\_\_\_  
Signature

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

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

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AADT CONSENT TO RELEASE ACTIVITY STATUS

I, 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 (CDATA) 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.*