

E Trucking and Services Inc. 4263 Aiken Dr Warrenton, VA 20187

E Trucking and Services INC Sign on Checklist

Subcontractor Name: _____

| Signed Subcontractor Agreement |
|--|
| Signed W9 |
| Copy of License (CDL License) |
| Certificate of Insurance naming E Trucking and Services INC as Additionally Insured *Make certificate to: E Trucking and Services Inc. 4263 Aiken Dr, Warrenton, VA 20187 Current Virginia Bureau of Workers' Compensation Certificate of Coverage |
| Driver, Equipment, and Contact Information Sheet |
| Current Vehicle Registration (s) |
| Current Driver Medical Cards, CDL License and Proof of Drug Consortium Program |
| Please provide your office phone, cell phone and an email address |
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Independent Contractor's Agreement

This Independent Contract's Agreement is entered into between E Trucking and Services INC and _______, hereafter referred to as "SUBCONTRACTOR", for the performance by subcontractor of all operations as may be required from time to time by E Trucking and Services INC.

The Independent Contractor's Agreement is effective as of _____

It is expressly agreed that Owner/Operator shall always be acting as an independent contractor in performing any services hereunder E Trucking and Services INC shall carry no worker's compensation insurance, or any health or accident insurance to cover Subcontractor, or any of his/her employees. E Trucking and Services INC shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions which might be expected in an employer - employee relationship. Subcontractor agrees to report and pay any necessary amounts for worker's compensation, taxes, unemployment insurance, social security, health insurance and other benefits for himself/herself and his/her employees, and indemnify, defend and hold harmless E Trucking and Services INC therefrom, and from any consequences of Subcontractors failure to provide same for Subcontractor and his/her employees, for himself, his/her heirs, administrators, personal representatives, and all other persons claiming by or through him/her, hereby unconditionally waives, releases and forever relinquishes any and all claims, rights or demands of any nature whatsoever against E Trucking and Services INC arising out of any unemployment worker's compensation or other statute or system which could in any way derive from or arise out of Subcontractors performance of any work hereunder.

All Subcontractors agree that as to any work obtained through E Trucking and Services INC he will not discriminate against any employee or applicant for employment by reason of race, creed, color, sex or national origin, or any protected group.

This agreement shall not constitute an exclusive arrangement and E Trucking and Services INC shall remain free to engage persons to perform work including work of the same type then being performed by the Subcontractor. It is expressly understood that as to any project to which Subcontractor is introduced, or performs work, through E Trucking and Services INC, Subcontractor shall not obtain additional work except through E Trucking and Services INC.

1) REQUIREMENTS

- A) Subcontractor must provide a certificate of insurance showing E Trucking and Services INC as an additional insured party.
 - 1. Liability coverage must be in accordance with the limits as set by E Trucking and Services INC
 - 2. Worker's compensation, if required by law, must be shown on certificate.
 - 3. All coverage must show an expiration date.
 - 4. Insurance company must notify E Trucking and Services INC. within ten (10) days before cancellation.
 - 5. Any lapse in coverage will result in delay of payment for work rendered.
 - a. If insurance expires or is canceled, you must provide proof of reinstatement before returning to work or before any monies are released.
- B) Subcontractor and/or subcontractor's drivers are not employees of E Trucking and Services INC
- C) You and all governing inter-state and intra-state trucking or other laws and requirements are your responsibility and must be fully complied with.
 - 1. All drivers must be D.O.T. certified and provide evidence of same upon contracting with E Trucking and Services INC.
 - 2. All trucks must be equipped with an automatic tarp system
 - 3. All trucks must be equipped with a back-up warning device.
 - 4. The use or possession of firearms while working through E Trucking and Services INC is prohibited.
 - 5. Unlawful movement or discharge upon roadway is prohibited.
- D) Subcontractor shall at all times be governed by the terms and conditions of the standard form rental tickets of E Trucking and Services INC. Said terms and conditions being incorporated by reference in this agreement.

2) GENERAL INFORMATION – ALL TRUCKS

- A) Any accident or injury involving subcontractor or subcontractor's driers while working through E Trucking and Services INC must be reported immediately to our dispatch office.
 - We will try to rectify any lost time incurred while working through E Trucking and Services INC. However,
 - 1. We will not be held liable for any lost time or damages.
 - 2. When reporting damages, subcontractor must have date, time, location, customer, and if possible, a photograph of damage.
 - 3. When reporting lost time, subcontractor must have job location, customer name, date of incident, and furnish a written explanation of why time was lost.
- C) Rate of Pay:

B)

- 1. Subcontractor will be quoted an hourly rate for work obtained through E Trucking and Services LLC or;
- 2. Subcontractor will be quoted a rate per load job, or;
- 3. Subcontractor will be quoted a special hourly rate per project.

Only tickets with approved signature will be honored for payment. It is the responsibility of the Subcontractor to be sure the ticket(s) are filled out property before submission to E Trucking and Services INC.

- D) Our pay week runs from Monday through Sunday.
 - 1. Checks will be disbursed on Friday.



- 2. All work tickets must be received by 8:00a.m. Monday for the prior week's work.
- 3. Any tickets that are fourteen (14) days old will not be honored for payment until payment for late ticket is received by E Trucking and Services INC.
- E) Relaying these rules to subcontractor's drivers is the responsibility of the Subcontractor.

3) GENERAL INFORMATION - HOURLY TRUCKS:

- A) Any hourly truck receiving an overweight ticket must turn ticket into dispatch within twenty-fourth (24) hours.
 - 1. Any subcontractor stopped for an overweight violation and who is given the option of shifting the load from one axle to another must do so.
 - 2. All trucks must be able to scale the maximum allowable weight for your wheel base.
- B) All trucks must load and dump at specified locations only. Charges for dumping fees to E Trucking and Services INC account can only be made with daily authorization from E Trucking and Services INC's Dispatcher.
 - 1. Any subcontractor caught "short dumping" is subject to dismissal and will be totally responsible for material dumped.
 - 2. If the subcontractor starts at one location and the customer requests the subcontractor go to another job, subcontractor must notify our dispatcher before changing jobs.
- C) It is good practice to arrive ten to fifteen minutes early on all jobs.
 - 1. Any subcontractor that is down or will be late must notify dispatch before the assigned job is scheduled to start.
 - a) Any subcontractor not on the job within thirty minutes of start time with their truck will lose the job and E Trucking and Services INC will have another truck dispatched to replace the subcontractor.
 - 2. In the event of rain, subcontractor must check in with dispatch before reporting to the job.
 - a) If rain begins during the day subcontractor should report back to job site
 - 3. Subcontractors are expected to remain at work site until all work has been completed
 - a) Any subcontractor leaving early without prior approval will not be set-up the following day.

4) Subcontractor agrees to be responsible for all attorney's fees and costs incurred by E Trucking and Services INC as a consequence of Subcontractor's non-performance or violation of any of the provisions of this agreement, including without limitation those fees and costs incurred in connection with legal action taken to compel performance or recover damages from subcontractor, or in connection with legal action taken between E Trucking and Services INC and any third party as result of subcontractor's acts or omissions. The terms of this Independent Contractor's Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Any legal action related to this Agreement Shall be brought in the Circuit Court of Fauquier County and all parties consent to the jurisdiction of the Commonwealth of Virginia.

5) Except as otherwise provide in this Independent Contractor's Agreement, the Agreement reflects the entire Agreement between the parties and no statements, promises, or inducements made by any other party or a respective agent thereof that are not contained herein shall be valid or binding, unless in writing and executed by all parties hereto. This Agreement may not be modified except by a written document which is executed by all the parties hereto. Irrespective of the applicability of the Statute of Frauds to this Settlement Agreement, the parties further specifically agree that they may not orally agree to waive the writing requirement west forth in this paragraph.

By signing this agreement, I acknowledge that I fully accept and understand all of the above requirements of a subcontractor for E Trucking and Services INC.

| Subcontractor Name | Date |
|--|------|
| Subcontractor Signature | Date |
| E Trucking and Services INC Representative | Date |
| | |

E Trucking and Services INC Representative Signature

Date



Additional Terms and Conditions

1. All E Trucking and Services INC Tickets must include the following information to get paid:

- Customer Name
- Purchase Order (PO#) when required
- Date
- Location
- Start / Stop time and Hours
- Load Count
- E Trucking and Services Job Number

2. Every ticket must have an authorized signature in the "accepted and approved" or "authorized signature" section of ticket to be paid. If for some reason (breakdown, accident, illness, pulled from job) subcontractor is not able to get back to the job, subcontractor must get ticket signed by the end of the work week.

3. All work tickets are due by Monday at 8:00AM for the prior week. There must be two copies of each ticket (yellow and white copy).

4. All subcontractor's trucks must be properly insured. The minimum requirement is \$750,000.00, showing E Trucking and Services INC as the certificate holder or additional insured party. If subcontractor has more than two trucks, subcontractor is required to have workers compensation. And evidence of same shall be provided prior to the start of a job.

5. Please take the time to make sure your tickets are filled out properly. There is no guarantee that you will be paid on time, or at all, if there is missing information.

6. All subcontractor's dump truck beds must be empty of any and all trash before performing work on an E Trucking and Services INC job. If any trash (oil jugs, tires, soda cans, fast food containers, previous day's material, etc...) is dumped on a job, the Subcontractor will be responsible for all costs for the cleanup and disposal of all such material.

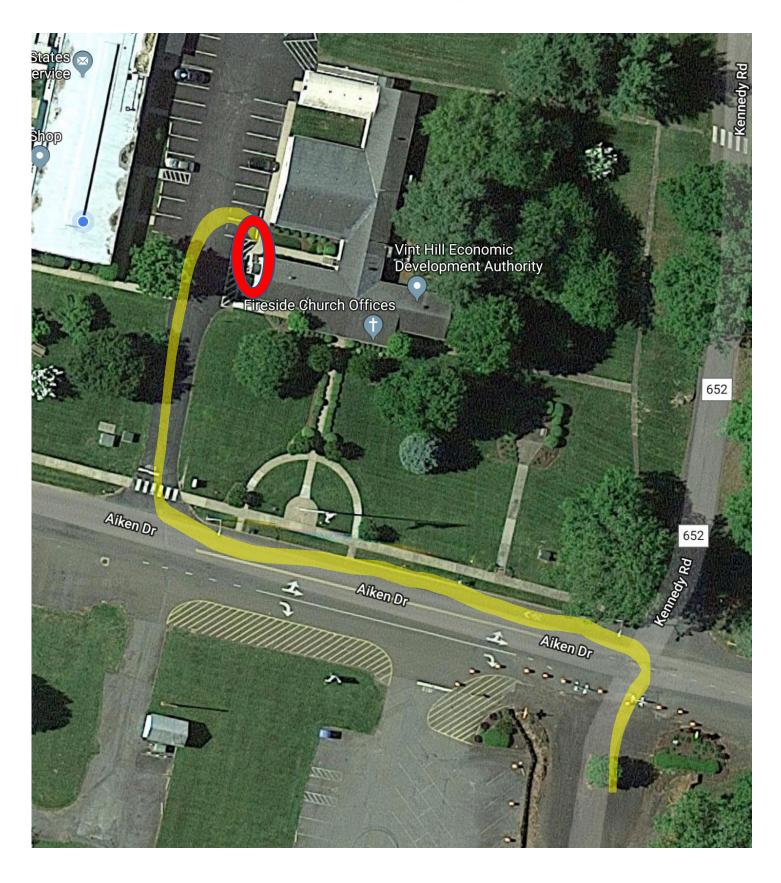


| PAY | NE PUBLISHERS 408470 |
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| | 32167 |
| E Trucking | & Services, LLC |
| 7360 Br | rookmoor Dr. ton, VA 20187 |
| | Office: 571-721-0735 |
| E TRUCKING | Owner: 571-241-0856 |
| Email: admin@et | ruckingandservices.com |
| DATE 1/1/19 | P.O. AID64 |
| CUSTOMER Allan Myers | |
| IOB LOCATION | fax Blvd Fairfax. VA |
| DUMP SITE | |
| START TIME 7:30AM | rah Drive. Warrenton. VA |
| LOAD AMOUNT | TOTAL HOURS |
| | 7.5 hours |
| Wet Dirt | |
| TRUCK NAME | DRIVER First and Last Name TRUCK NUMBER 11 |
| REMARKS | HANGES NOTIFY ON INVOICE |
| **IF DUMP C | |
| **IF DUMP C | IOBS FILL OUT A NEW |
| **IF DUMP C **IF YOU CHANGE J 1. Dump trucks are rented on equipment on a minimum c 2. The lessee shall be respon caused by overloading, and harmless from all damages 3. Terms: Net upon receipt of charge of 1½ % per month 15% attorney's fee if referrer I have read and agree to a | a minimum of four (4) hours and all other of eight (8) hours per day. isible for all damages, fines and penalties d agrees to indemnify and save the lessor caused thereby. invoice. Lessee agrees to pay a service (18% annum) on past due accounts and |
| **IF DUMP C **IF YOU CHANGEL 1. Dump trucks are rented on equipment on a minimum c 2. The lessee shall be respon caused by overloading, and harmless from all damages 3. Terms: Net upon receipt of charge of 1½ % per month 15% attorney's fee if referred I have read and agree to a above terms and conditions. | DOBS FILL OUT A NEW a minimum of four (4) hours and all other of eight (8) hours per day. sible for all damages, fines and penalties d agrees to indemnify and save the lessor s caused thereby. invoice. Lessee agrees to pay a service (18% annum) on past due accounts and ed for collection. all statements herein contained and all |



TICKET DROP OFF LOCATION:

4263 Aiken Dr. Warrenton, VA 20187.



► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

| | 2 Business name/disregarded entity name, if different from above | | |
|--|--|---|--|
| Print or type. Specific Instructions on page 3. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC | eck only one of the | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) |
| | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a singli is disregarded from the owner should check the appropriate box for the tax classification of its owner Other (see instructions) ▶ | mer. Do not check wner of the LLC is le-member LLC that | Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.) |
| See Sp | 5 Address (number, street, and apt. or suite no.) See instructions. 6 City, state, and ZIP code | Requester's name a | nd address (optional) |
| | | | |
| | 7 List account number(s) here (optional) | | |
| Par | t 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 | Social security number | | |
|--|--------------------------------|--|--|
| backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> | | | |
| <i>TIN,</i> later. | or | | |
| Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and | Employer identification number | | |
| Number To Give the Requester 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); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

| Sign | Signature of | |
|------|---------------|--------|
| Here | U.S. person ► | Date ► |

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Intuit QuickBooks Payroll

Employee Direct Deposit Authorization

Instructions _____

Employee: Fill out and return to your employer.

Employer: Save for your files only.

This document must be signed by employees requesting automatic deposit of paychecks and retained on file by the employer. Do **not** send this form to Intuit. Employees must attach a voided check for each of their accounts to help verify their account numbers and bank routing numbers.

INTUIT

| Account 1 |
|--|
| Account 1 type: O Checking O Savings |
| Bank routing number (ABA number): |
| Account number: |
| Percentage or dollar amount to be deposited to this account: |
| Account 2 (remainder to be deposited to this account) |
| Account 2 type: O Checking O Savings |
| Bank routing number (ABA number): |
| Account number: |
| |
| |
| |
| attach a voided check for each account here |
| |
| |
| |
| |
| |

Authorization (enter your company name in the blank space below)

EMERGENCY CONTACT