



ELMAN TRUCKING, INC.

580 CENTRAL AVE, UNIVERSITY PARK IL 60484 Web: www.elmaninc.com
Tel. 708.235.1010 Fax. 708.235.0031 Email. aleks@elmaninc.com

REQUIREMENTS FOR INDEPENDENT OWNER-OPERATOR CONTRATORS

- _____ Valid CDL Class A License
- _____ Valid Social Security Card
- _____ Original Green Card, Work Visa (If Applicable) or US Citizenship
- _____ ESCROW refunded only after 12 consecutive months of employment (\$2,000)
- _____ DOT Inspections (Truck and/or Trailer)
- _____ Bobtail & Physical Insurance (Certificate Under Elman Trucking Inc.)
- _____ Proof of Current Truck Registration (IRP)
- _____ IFTA Proof
- _____ Motor Vehicle Report (MVR) must be less than 15 days old
- _____ Valid Long Form Physical
- _____ Valid Medical Card
- _____ Valid Drug Test
- _____ Proof of vehicle ownership (Title or Bill of Sales)
- _____ Weight Scale Ticket (Truck and Trailer with full fuel, 1month old or less)
- _____ Signs and numbers must be applied to all vehicles (Old signs must be removed)
- _____ Fire Extinguisher Mounted (UL rating of 10 B; C or more with gauge) & Safety Triangles
- _____ Load Securement Devices (Safety legs, straps, or load lock; 4 minimum)
- _____ Tractor must have a DOT approved Sleeper
- _____ Previous Employment Verification
- _____ NY HUT, NM PERMIT
- _____ Background Check
- _____ Bluetooth
- _____ Hwy Use Tax Form 2290



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Check One: Driver Only Owner/Operator Owner Only

First Name _____ Middle Name _____ Last Name _____

Present Address _____

City _____ State _____ Zip _____ SSN _____

Home Phone _____ Cell Phone _____ Date of Birth _____

Team Single

Are you a United States citizen? Yes No If no, do you have a permanent resident car? Yes No

Vehicle Information: Year _____ Make _____ Model _____

How did you hear about Elman Trucking Inc? _____

Driver's License Information

*** A chauffeur's license is not acceptable**

State _____ DL# _____ Issue Date _____ Expiration Date _____ CDL Class _____

List any other licenses held in the last 3 years:

State _____ DL# _____ Haz-Mat endorsement Yes No

State _____ DL# _____ Ever failed or refused a drug test? Yes No

State _____ DL# _____ Has your license ever been suspended? Yes No

Number of tickets you have had in the last 3 years: _____

Details/Explanation _____

Employment History



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Present or Last Employer _____ Phone _____
Employment Dates: From _____ To _____ Address _____
City _____ State _____ Zip _____ Position Held _____
Number of States _____ What kind and size trailer did you pull? _____ Salary _____

First Previous Employer _____ Phone _____
Employment Dates: From _____ To _____ Address _____
City _____ State _____ Zip _____ Position Held _____
Number of States _____ What kind and size trailer did you pull? _____ Salary _____

Second Previous Employer _____ Phone _____
Employment Dates: From _____ To _____ Address _____
City _____ State _____ Zip _____ Position Held _____
Number of States _____ What kind and size trailer did you pull? _____ Salary _____

Third Previous Employer _____ Phone _____
Employment Dates: From _____ To _____ Address _____
City _____ State _____ Zip _____ Position Held _____
Number of States _____ What kind and size trailer did you pull? _____ Salary _____

STATEMENT OF UNDERSTANDING I certify that I personally completed this application and that all of the information is true and correct. I authorize Elman Trucking, Inc. to obtain any and all information (including, but not limited to, work history, alcohol/controlled substance testing, training records, and criminal history) from previous and current employer(s), Medical Review Officer or their agent, DAC services, or other consumer reports, in accordance with State and Federal laws. I authorize my previous and current employer(s) to release any information requested by Elman Trucking, Inc. and hold them harmless of all liability from release of said information. I have read and understand the above statements and acknowledge by affixing my signature below.

Applicant Signature _____ Date _____



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EQUIPMENT LEASE AGREEMENT BETWEEN INDEPENDENT CONTRACTOR/DRIVER & CARRIER

I. AGREEMENT: (Lease continues until cancelled orally and/or in writing)
For and in consideration of the compensation set forth in Section IV of this agreement,
_____ Independent Contractor, hereinafter called CONTRACTOR agrees to
contract to **Elman Trucking, Inc.** hereinafter called CARRIER the equipment described in Section III
hereof together with qualified drivers and CARRIER agrees to contract loading and transporting freight.
In witness whereof CARRIER and Independent Contractor hereby enter into this agreement
this ____ day of _____, 20 ____ .
Which shall be the effective date hereof, and agree to be bound by all the terms thereof/as set forth in the
attached schedule which is made a part hereof the same as if it were fully set forth herein.

Signature of Independent Contractor/Driver of authorized Representative: _____

Signature of Carrier's Authorized Agent or Employee: **A. Lazarevic:** _____

II. IDENTIFICATION OF INDEPENDENT CONTRACTOR: Phone: _____

Name: _____ SSN: _____

Address: _____ Fed ID#: _____

City, State, Zip: _____

III. IDENTIFICATION OF EQUIPMENT: Unit No. _____ Trailer No. _____

Make Year Model Serial No. License No.

IV. SCHEDULE OF COMPENSATION:

Elman Trucking Inc will charge a flat 12 % fee on the agreed rate with the dispatcher.

Mileage Rates on all dispatched miles from point of initial loading to final unloading point. Stop-off and pick-up rate based upon partial loading or unloading after first stop-off for partial loading or unloading per movement. First 100 miles of deadhead will not be included in the rate.



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RECEIPT OF EQUIPMENT

CARRIER hereby acknowledges receipt of the Equipment described in this agreement.

Hour _____ AM / PM Date _____ By: A. Lazarevic

1. CARRIER agrees to pay, and Independent Contractor agrees to accept as full and complete payment for use of said equipment and for performance of obligations accepted by Independent Contractor under this Agreement, compensation as set forth in Section IV of this Agreement, CARRIER shall settle with Independent Contractor following each trip within fifteen (15) business days of the submission by the Independent Contractor, of the Bill of Lading, signed delivery receipt, driver logs for the complete trip, and original fuel invoices.

2. ESCROW: It is agreed that an 'escrow' fund is set up at the time of the execution of this Agreement. Independent Contractor authorizes CARRIER to withhold one hundred (100) dollars per week from any settlements and to retain same in said 'escrow' fund to a maximum of \$2,000.00. If for any reason CARRIER does not withhold one hundred (100) dollars in a given week, Independent Contractor authorizes CARRIER to withhold (in subsequent weeks) any additional funds necessary to make up for such deficiency in withholding.

If Independent Contractor does not keep his Equipment operating for the full period of this Agreement, the minimum fee paid any regulating agency to certify such equipment, and/or driver(s) may be deducted from sums held in escrow. All escrow funds may be held for a period of 120 days after termination of this Agreement, to insure payment of Independent Contractor's obligations, including but not limited to, fuel taxes, cargo claims, liability claims advances, equipment check, or any other operation cost which are the sole responsibility of the Independent Contractor. Should any claim of whatever type or nature not be resolved at the end of said 120 days, the CARRIER retains any escrow funds beyond 120 days, the CARRIER shall release any remaining funds within ninety (90) days of the closing of the remaining claim(s).

Escrow will not be returned unless the CARRIER is employed with Elman Trucking, Inc. for a minimum of four (4) months. If the Independent Contractor fails to turn in any and all log books, IFTA stickers, truck decals, any and all otherwise CARRIER provided documents the Escrow will not be refunded. The CARRIER shall provide the Independent Contractor, with an accounting of any transaction involving the escrow, or any deductions to the escrow account in separate ledger sheet, and upon request of the Independent Contractor.

3. In any case where the Independent Contractor has secured and advance of any kind from CARRIER, or if there shall be any other amounts due CARRIER from the Independent Contractor or Independent Contractor's agents or employees including but not limited to such items as fuel, lubricants, pallets, load locks, safety equipment, tires, tractor or trailer parts, fines and penalties, operating authorities, licenses, permits, transfer charges, turnpike tickets, or any insurance deductions authorized by Independent Contractor, CARRIER shall be authorized to deduct the amount of such advances or other amount due CARRIER from the Independent contractor from any trip settlement, escrow settlement, or other moneys due or becoming due to Independent Contractor from CARRIER under this Agreement and if such moneys shall be insufficient to cover the sum due CARRIER from Independent Contractor then Independent Contractor will on demand pay to CARRIER all sums remaining due to CARRIER. CARRIER shall furnish Independent Contractor a written explanation of itemization of all such deduction. Independent Contractor is not required to purchase or rent any products, equipment, or service from Carrier as a condition of entering into this Agreement.

4. It is agreed that CARRIER shall not be liable for any loss of or damage to the said equipment.

5. It is agreed that Independent Contractor, his agents or employees shall not charge any purchase to CARRIER and if in violation of this paragraph Independent Contractor or his agents/employees shall charge any purchase to CARRIER and if CARRIER shall be called upon to pay thereafter, the parties agree that in addition to any other remedy available to CARRIER under this Agreement, such sums paid by CARRIER shall be treated as advances to Independent Contractor and shall be recovered under the terms of Paragraph 7 hereof.

6. The parties hereto understand CARRIER is subject to regulations enacted by the U.S. Department of Transportation. It is the intent of said parties to comply fully with said regulations. CARRIER shall have exclusive possession, control, and use of the equipment, and shall assume complete responsibility for the operation of the equipment for the duration of the lease. It is agreed by the parties here to that CARRIER has no right to and will not control the manner nor prescribe the method of doing that portions of the operation which is contracted for in this Agreement by Independent Contractor, except such control as can reasonably be construed to be required by said regulations, except Independent Contractor agrees to perform as directed by CARRIER with regard to loading an unloading times and locations as specified.

7. Independent Contractor shall operate equipment covered by this Agreement or shall furnish sufficient employees to operate said equipment. Any employees furnished by Independent Contractor shall be his employees, shall be hired, directed,



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paid, controlled, discharged, and responsibility in full solely by the Independent Contractor. Independent Contractor represents that any employees furnished by him are competent, reliable, and physically fit and are familiar with State and Federal Motor Carrier Safety Rules, Laws, and Regulations; that furnishing of said employees will not result in violation of any safety laws or regulations; and said employees will comply with all laws and regulations relating to the operations of all the described motor vehicles and will cooperate with inspections reports and all other reports, documents, and data required by the provisions of any pertinent State or Federal law and regulation. Independent Contractor also agrees to withhold, report, and pay all payroll taxes to all Federal and State agencies.

8. This agreement is intended by the parties to create the relationship of CARRIER and Independent Contractor and not that of an employer/employee relationship and as such, neither Independent Contractor nor Independent Contractor's agents/employees are entitled to Worker's Compensation benefits from CARRIER. Neither Independent Contractor nor Independent Contractor's agents/employees are to be considered employees of CARRIER at any time under any circumstances or for any purpose. It is agreed by the parties hereto that Independent Contractor assumes full and complete responsibility for all employees employed by Independent Contractor in the performances of all duties and obligations under this Agreement. Independent Contractor agrees to acquire and maintain at his expense such Workers' Compensation insurance or any other insurance required by the provisions of any applicable employer's liability law, on all such employees as will fully protect Independent Contractor and CARRIER from any and all claims under Workers' Compensation Act or Employer's Liability Law. A certificate of such Workers' Compensation Insurance or Occupational Accident insurance shall be furnished by Independent Contractor to CARRIER at the time of the execution of this Agreement. The policies of such Workers' Compensation insurance or Occupational Accident Insurance shall include an agreement by the underwriters to give CARRIER thirty (30) days written notice of cancellation or change on such insurance, but any such cancellation or change shall not affect the obligation of Independent Contractor to maintain said insurance.

9. Independent Contractor certifies, represents, and warrants that the driver of equipment covered by this Agreement was examined by a duly qualified physician within a period of 12 months of the date of this Agreement as required by regulations of the Department of Transportation or any other regulatory body and will furnish a copy of said physician's examination to the CARRIER. All drivers must pass and have current and valid Physical Examination Certificate and Drug Test Certificate.

10. Independent Contractor agrees that cargo which is carried by the Independent Contractor or Independent Contractor's agents/employees shall be delivered to the consignee with reasonable diligence, speed and care and Independent Contractor shall be responsible for any claims resulting from cargo shortages, cargo damage(s), or delays in transporting shipments due to Independent Contractor's fault, provided, however, that Independent Contractor's liability shall be limited to \$2,500.00 per occurrence, in the event of cargo damage only. CARRIER will provide Independent Contractor with written explanation and itemization of any deduction from cargo loss or damage or delays in transportation made from any compensation or money owed to Independent Contractor.

11. Except as specifically provided herein, Independent Contractor shall furnish, provide and pay all costs of operation which shall include but not be limited to the items listed in sub-paragraphs (a) through (m) of this paragraph and if CARRIER is called upon to pay any of these costs, such payment shall be considered an advance to the Independent Contractor and CARRIER is authorized to reimbursement as provided in Paragraph 3 of this Agreement. CARRIER shall furnish Independent Contractor written explanation and itemization of such deductions.

- (a) All motor fuel, oil, tires, and all equipment, accessories, or devices required for the operation of the said equipment, in compliance with the rules and regulations of Department of Transportation and any other regulatory body having jurisdiction over the operation of said equipment.
- (b) All maintenance costs including but not limited to all repairs needed for the operation of said equipment to insure operation of equipment in a safe and efficient manner.
- (c) All taxes and assessments, premiums, and other payments due by reason of the payment in Independent Contractor of wages or other earnings to his agents/employees and Independent contractor shall make such deductions and/or tax withholdings from such wages and all reports with respect thereto as may be required.
- (d) Fuel and fuel taxes. Independent Contractor shall make the fuel use tax filing in these states where Independent Contractor is required to do so and CARRIER shall make the fuel tax filing in all other states having such a requirement. Independent Contractor shall furnish CARRIER with bona fide fuel receipts acceptable to the states, evidencing purchase of adequate fuel for the miles traveled in each state having such a requirement.
- (e) All fines and penalties resulting from acts or omission of Independent Contractor and any moneys paid by CARRIER in the form of penalties to a governmental or regulatory body because of some act of omission on the part of Independent Contractor, after reasonable notice from CARRIER as to such a legal or regulatory requirement, shall be assessed to Independent Contractor.



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- (f) Bobtail public liability and property damage insurance which applies while the equipment is not being operated in the service of CARRIER'S direction or control must be provided by Independent Contractor at Independent Contractor's own expense.
 - (g) Federal Highway Use Tax on the said equipment, Federal, State, City Income Taxes, and Self-employment Taxes. CARRIER will provide Statement of Earnings to Independent contractor showing annual compensation and will report same to the Internal Revenue Service on IRS form 1099.
 - (h) All sales, excise or other taxes due to ownership or operation of equipment in the jurisdiction imposing such taxes.
 - (i) All other expenses necessary for the operation of said equipment, including but not limited to, expenses incurred to transfer load/and or secure additional equipment to complete delivery in case of breakdown or delay.
 - (j) CARRIER may from time to time make available to Independent Contractor goods and services at discounted prices or on terms more favorable to the Independent Contractor, but Independent Contractor shall be free to accept or reject the offered goods or services at his sole opinion. If Independent Contractor elects to purchase such goods or services from CARRIER or from sources available to CARRIER, the terms and conditions on which such arrangements are made shall be clearly stated in an addendum which shall be kept with the equipment lease and which shall clearly set forth the goods and/or services offered, the cost to the Independent Contractor, which party is to be paid for the services, and on what terms. Independent Contractor understands that such payments will normally be made from trip settlements. Where CARRIER has paid for or is liable to a third party for the cost of goods and services provided under this paragraph. Independent Contractor shall be legally liable to CARRIER for the cost of the said goods or services together with any interest thereon and all legal expenses incurred by CARRIER to effect collection, which liability shall survive the termination of this contract.
 - (k) Where CARRIER advances funds to Independent Contractor or Independent Contractor's agents/employees other than advances given at the time of dispatch, Independent Contractor agrees to pay the actual charge made by the wire services where used plus a charge to compensate CARRIER for its costs incurred in making and recovering such advance.
 - (l) Over-weight/over-dimension permits. CARRIER shall provide and pay for over-weight or over-dimension permits where required. Independent Contractor shall have the duty to determine that his load is in compliance with the size and weight laws of the states through which the Independent Contractor will travel and to notify CARRIER of the need for over-weight/over-dimension permits before commencing the haul. Independent Contractor shall reimburse CARRIER for any cost or penalties paid by CARRIER due to Independent Contractor's failure to pick up permits made available to him by the CARRIER.
 - (m) Comprehensive insurance coverage for collision, fire and theft, if Independent Contractor desires such coverage.
12. Independent Contractor agrees to forward to CARRIER at the end of each calendar month while this Agreement remains in effect, all maintenance records covering the equipment required by provisions and regulations of the Department of Transportation.
 13. It is agreed in the event Independent Contractor or Independent Contractor's agents/employees shall operate the equipment covered by this Agreement and during the operation thereof shall be pulling a trailer which is the property of, interchanged to, or furnished by CARRIER, and during such operation the said trailer equipment is damaged or any parts or accessories of said trailer equipment are found to be missing when possession of the said equipment is returned to CARRIER irrespective of the cause of said damage or the cause of the loss of said parts or accessories, Independent contractor agrees to pay for such damage or the loss a sum not to exceed the actual cash value. It is further agreed by the parties hereto that in the event Independent Contractor or Independent Contractor's agents/employees shall change or substitute any parts or accessories of said trailer, including but not limited to, the tires of said equipment, without written permission of CARRIER, then in that event Independent Contractor agrees to pay CARRIER as a penalty for such unauthorized change or substitution a sum not to exceed actual cash value of each such unauthorized change or substitution. Independent Contractor agrees to return CARRIER'S trailer in the same good condition as received by Independent Contractor, reasonable wear and tear expected, along with any and all other of CARRIER'S equipment and/or property immediately upon termination of this Agreement at a time and place designated by the CARRIER. In the event trailer is not in such condition, Independent Contractor hereby authorized CARRIER to restore trailer to proper condition and to deduct or charge Independent Contractor for such repairs or reconditioning. In the event Independent Contractor, for any reason, fails to comply with this provision, Independent contractor agrees to reimburse CARRIER and be liable for all reasonable expense(s) and cost(s) incurred by CARRIER in obtaining and returning its equipment and/or property as heretofore agreed, Independent Contractor agrees in the event it should be deemed necessary by CARRIER to enter upon private property and/or remove private property in order to obtain possession of and return its equipment and/or property Independent Contractor does hereby irrevocably grant CARRIER, or its duly authorized agents, permission to do so and further agrees to save and hold CARRIER, or its duly authorized agents, harmless from any form of liability whatsoever in connection therewith.
 14. CARRIER shall have exclusive and absolute control of said equipment during the term of this lease



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15. Independent Contractor shall report all accidents, cargo exceptions or damages of any nature to CARRIER immediately. Independent Contractor also agrees to provide written reports, affidavits, or other assistance as may be deemed necessary to investigate, settle or litigate any accident, claim or potential claim against CARRIER.
16. The parties hereto understand and agree that under the regulations of the U.S. Department of Transportation, CARRIER is required and agrees to maintain insurance coverage for the protection; CARRIER is required and agrees to maintain insurance coverage for the protection of the public pursuant to Commission Regulations under 17 USC 10927. Independent Contractor agrees to indemnify and hold CARRIER harmless from any and all claims, losses, damages, or expenses sustained if its equipment is being used other than for the transportation of freight for CARRIER. CARRIER may withhold payment of any and all sums then or thereafter due to Independent Contractor, to the extent of such claims, losses, damages, or expenses until their final determination, which amount shall then be deducted for the satisfaction thereof and if moneys due Independent Contractor shall be insufficient Independent contractor agrees to pay on demand all remaining sum due to CARRIER.
17. All identification of CARRIER, license plates, cab cards, permits, fuel decals, etc. required by any law or regulation relating to identification and/or operation of contracted equipment, shall be secured in the name of CARRIER and shall be displayed on said equipment in accordance with all applicable regulation during the period this Agreement remains in effect. Any such identification and license and permits shall be removed from said equipment by Independent Contractor and returned to CARRIER upon termination of this Agreement. In The event of termination of this contract by either party before the end of any license plate calendar year, Independent Contractor shall be liable to CARRIER for the cost of unused portion of base plates and permits for that license plate calendar year. CARRIER shall not be obligated to pay any accrued rental on said equipment until all identification/license and permits have been returned to CARRIER. Independent Contractor shall be responsible to CARRIER for any loss of any character suffered by CARRIER for failure to return such identification. It is agreed by the parties hereto that if, during the period of time this Agreement is in effect, Independent Contractor, or any agent/employee of Independent Contractor is operating any of the equipment covered by this Agreement in any manner varying from the regulations or beyond the scope of the operating authority of CARRIER, except subcontracts as provided herein, this Agreement, and each and every provision thereof, (except those provision relating to indemnification of CARRIER by Independent Contractor as set forth in paragraphs, 3, 5, 11, 14, 17, and 20 of this schedule, which indemnifies provisions shall be effective at all times) shall at CARRIER'S option, immediately terminate, and all obligations and liabilities of CARRIER under this Agreement shall immediately cease and terminate.
18. Upon termination of this Agreement, Independent Contractor shall execute a written receipt for the return by CARRIER to him of the equipment covered by this Agreement. CARRIER shall not be obligated to pay any accrued rental on the said equipment until Independent Contractor receipt for the equipment has been received by CARRIER.
19. If any sections or part or parts of sections of this Agreement shall be held to be invalid for any reason whatsoever, the provisions of this Agreement shall be void only as to such section, sections, or part, or parts of sections, and this Agreement shall remain otherwise binding between the parties hereto. Any alteration of the names of the parties or of other provisions, shall annul, cancel, and invalidate this Agreement insofar as any further obligation there-under of CARRIER is concerned. Independent Contractor also hereby agrees that in the event of any accident for any type of damage whatsoever, to herby agrees that in the event of any accident for any type of damage whatsoever ,to CARRIER'S equipment, which is covered by CARRIER'S insurance policy, Independent Contractor agrees to pay the CARRIER the deductible portion of insurance coverage on claims resulting from any damages whatsoever occurring while CARRIER'S equipment is in the possession and utilization of Independent Contractor.
20. Independent Contractor is responsible for their own IFTA and be in compliance with all IFTA regulations.
21. This Agreement is being executed in duplicate with each copy being deemed an original. By his signature below and his initialing of all previous pages, Independent Contractor acknowledges receipt of this document and is his Agreement with all items included therein.
22. Independent Contractor Agreement
It is understood and agreed that all services rendered to Carrier by Contractor or an independent contractor, referred herein as subcontractor are on subcontract basis and all payments for same are gross dollars. It is under the direction of said subcontractor that no taxes be withheld, and therefore subcontractor shall be solely responsible for any and all income, taxes, and social security tax liability uncured from said income. Contractor will furnish subcontractor with federal tax form 1099.



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To be fullest extent permitted by law the subcontractor shall indemnify and hold harmless the contractor, their agents and employees from and against all claims, damages, losses and expenses that he/she may have or others may have, including but not limited to attorney fees arising from the conduct or from the breach or default of subcontractor in the performance of any covenant or any services the subcontractor performs pursuant to the terms of this agreement or from any act of negligence of the subcontractor, it's agents or employees. In any action brought against the contractor by reason of such claim the subcontractor upon notice from the contractor, covenants to defend such actions or proceeding, by counsel satisfactory to the contractor. Contractor will provide no insurance for benefit of subcontractor. The subcontractor shall procure at his/her own cost and expense a policy or policies of insurance satisfactory to the contractor insuring the contractor and subcontractor as their interest may appear including but not limited to the following:

- 1) Public liability and property damage insurance throughout the term subcontractor services are rendered. The subcontractor shall protect, indemnify and save harmless the contractor from and against any and all liability to third parties incurred by any act or neglect of the subcontractor. Said insurance shall be procured from a responsible insurance company authorized to do business in the state of Illinois. The minimum bodily injury and property damage coverage shall be a combined single limit of Illinois.
- 2) Subcontractor will provide workers compensation and employees liability insurance policy, as required by the state of Illinois.

The subcontractor understands, agrees and authorizes the contractor to immediately deduct from monies due the contractor all monies due to the union; to include but not limited to health, welfare and pension.

Furthermore the subcontractor, upon termination of this agreement, will at his expense, immediately remove all of contractor's signs, decals, logos, etc; all from the subcontractors truck (s) and return to contractor.

**EXEMPTIONS FROM PAYROLL TAXES –
SUBCONTRACTOR STATUS**

The Bureau of Internal Revenue has ruled that an individual performing services under the attached Subcontractor Agreement is not an employee, but an Independent Contractor under Sub-charters A and C of Chapter 9 of the Internal Revenue Code as amended. It follows that representatives are not subject to a deduction under said Subchapters from payments under the Social Security Act, because the employer-employee relationship does not exist.

I have accepted the above e arrangement of Independent contractor, and I herby certify that the following is a true statement of my relations to and with Elman Trucking Inc.,

And I agree that my relationship shall continue under this status at all times.

- 1. As an outside Independent Contractor, I apply my time according to my own judgment and discretion.
- 2. I have the right to engage others, and shall be responsible for their actions, without obligation to you, to assist me in maintaining my business.
- 3. My activities are conducted independently without direction or domination by you and are rendered for, and on behalf of, this business of which I am proprietor.
- 4. My entire compensation is for jobs contracted through you, and is based upon approval and acceptance by you.
- 5. Either Party may terminate this relationship upon notification to the other in writing.



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Hold Harmless Agreement

Contractor holds liability for, and indemnifies and holds harmless Elman Trucking Inc and all related entities (Elman) including Insurance Carriers of Elman, and Elman's directors, officer, agents, employees, servants, and customers, from, for, and against any and all liability, loss, costs, damages, and expenses (including attorney's fees) on account of claims for personal injury, including death, sustained by any person or persons, whomsoever, whether occurring as a result of negligence or, otherwise, including without limiting the generality of the foregoing, the employees, officers, and directors of Elman Trucking Inc or destruction of property of any person or organization, including loss of use thereof, arising out of the performance, or non-performance, of the Work, whether occurring as a result of negligence, or otherwise, including but not limited to all injuries, death, and damage to property proximately caused by the joint or concurring negligence of the agents, servants, and employees of Elman Trucking Inc and Contractor.

Contractor assumes liability for reporting of any Fuel Tax, Ton Mileage Tax, or any and all other tax related reports required by states traveled, and agrees to hold harmless Elman Trucking Inc from any responsibility of any timely filing and paying of any state or federal tax report.

Contractor agrees to hold harmless Elman Trucking Inc from any and all liability on Worker's Compensation insurance or any claims thereof.



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DISCIPLINARY POLICY

Hours of service requirements are detailed in CFR 49 Part 395 of FMCSR. These regulations were written to reduce accidents and/or injuries due to driver fatigue. The rules are as follows:

- 8 Hour Rule: May drive only if 8 hours or less have passed since end of driver's last off-duty or sleeper berth period of at least 30 minutes.
- 11 Hour Rule: You cannot drive again until you have completed a 10 hour break after driving 11 hours since your last 10 hour break.
- 14 Hour Rule: You cannot drive again until you have completed a 10 hour break after being on duty for 14 hours since your last 10 hour break.
- 60 Hour Rule: You cannot drive gain until you have hours available after having been on duty 60 hours in the past seven days – to be able to be on duty again you have to be off for a least 34 consecutive hours
- 70 Hour Rule: You cannot drive again until you have hours available after having been on duty 70 hours in the past eight days – to be able to be on duty again you have to be off duty for at least 34 consecutive hours.
- Falsification: You cannot falsify your logs or hide an hours of service violation. All fuel and toll receipts as well as any other documents with a date or time will be checked against logs for falsification.

***** These rules periodically change and it is your responsibility to stay current. For up-to-date rules visit <http://www.fmcsa.dot.gov/>

All fines incurred by the driver or owner operator are their own responsibility

- 1st Violation - \$100 fine per each violation and verbal warning
- 2nd Violation - \$150 fine per each violation and written warning
- 3rd Violation - \$200 fine per violation and training session in the office
- 4th Violation - Escrow will be used as the fine and review or record and termination of employment will begin



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ALCOHOL AND CONTROLLED SUBSTANCE POLICY

General Policy

It is the policy of the Elman Trucking Inc. to maintain a workplace that is free from the effects of drug and alcohol abuse. Employees in safety-sensitive positions which require a Commercial Driver's License, and applications for such positions will be subject to controlled substances and alcohol testing. This testing is in compliance with the federal Omnibus Transportation Employee Testing Act of 1991 and related U. S. Department of Transportation rules and regulations.

Specific Prohibitions

Alcohol

No driver is allowed to possess alcohol products while operating a commercial motor vehicle or performing a safety-sensitive function.

No employee is allowed to report for duty or remain on duty under the following circumstances:

While having alcohol in his/her possession

While having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test. An employee shall be removed from a safety sensitive function if he/she has a breath alcohol concentration of .02 or greater. Such employee is subject to retesting and may be referred for assessment.

While using alcohol.

Within four hours after using alcohol.

In addition, any employee is prohibited from refusing to submit to an alcohol test and from using alcohol within eight hours after an accident, unless the test has been completed.

Controlled Substances

Use or possession of illegal substances by safety-sensitive drivers is prohibited on or off duty; no employee may have detectable levels of illegal substances while on duty. Any unauthorized use of controlled substances is prohibited. No employee shall be allowed to perform a safety-sensitive function while impaired by medication, including over-the-counter medications. Any employee who is impaired by medication must notify his supervisor immediately. An employee may be required to provide a physician statement that medications prescribed and/or over-the-counter medications, do not adversely affect the employee's ability to operate a commercial vehicle. The supervisor shall take appropriate action such as approving leave or giving the employee an alternate assignment on a temporary basis.

Who is Subject to Testing

The policy requires testing of employees in safety-sensitive positions, who drive a commercial motor vehicle, and employees who perform safety-sensitive functions which require them to hold a CDL. Safety-sensitive functions are any of those on-duty functions set forth by the U. S. Department of Transportation in 49 CFR 395.2 paragraphs (1) through (7). They include functions from the time an employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include the following:

- driving
- waiting to be dispatched
- repairing and inspecting equipment
- performing or assisting in loading and unloading
- repairing or obtaining and waiting for help with a disabled vehicle
- performing requirements related to accidents

Employees in positions where operating a commercial motor vehicle is essential to the function and the job description requires a CDL are identified as regular drivers who are subject to the provisions of this policy. Supervisors are subject to the testing as long as they oversee the work of drivers and may drive or perform other safety-sensitive functions when needed. Mechanics who repair and maintain CMV's, testing them on public roads, are also covered by this policy. A list of impacted classifications is given in Appendix 1. Other employees who hold a CDL may occasionally operate a CMV or be assigned to drive on a relief basis when a regular driver is not available. This pool of drivers must be designated and subject to testing prior to being assigned to perform a safety-sensitive function. The procedure for these drivers is outlined in Appendix 2.

Test Required - Tests for both alcohol and controlled substances are required for the circumstances listed below.

Pre-appointment

Tests will be conducted after a provisional offer of employment has been made and before an employee performs a safety-sensitive function for the first time. Tests must also be completed before an employee is promoted, transferred or assigned to a safety-sensitive position and upon return to work when a employee has been on leave or otherwise out of the program for a period of six months or longer. A person will not be allowed to perform safety-sensitive functions unless the alcohol concentration is less than .04 and may be retested in 24 hours if the result is .02 or greater but less than .04. The controlled substances test must be negative as determined by applying limits set in the federal guidelines.

Post Accident

Alcohol and controlled substances tests will be conducted after accidents on drivers whose performance could have contributed to the accident, as determined by a citation for a moving violation, and for all fatal accidents, even if the driver is not cited. Tests should be done as soon as practicable after the accident although there should be no delay in any medical treatment required. Alcohol tests should be completed within two hours and controlled substance tests will be administered within 32 hours of the accident.

Reasonable Suspicion

These tests are ordered when a trained supervisor observes and documents appearance, behavior, speech or body odors of an employee which are characteristics of the use of alcohol or controlled substances. Observations may include symptoms of chronic use of withdrawal. Trained supervisors must document false observations. The Department Head will review this documentation and pertinent information to ascertain the suspicion. If he/she agrees, he/she will order the employee to submit to a controlled substances and/or alcohol test. No employee shall be allowed to drive or perform any safety-sensitive function when suspected of being impaired until a test reports that he employee is medically qualified to drive.

Random

Tests are ordered on a random, unannounced basis from the pool of employees identified as subject to this policy. Random selection of employees is done by using a random selection method.

At least twenty-five percent (50%) of employees will be tested annually for alcohol, with tests being done just before, during or after the performance of a safety-sensitive function.



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At least fifty percent (50%) of employees are subject to testing for controlled substances, with test being performed at any time the employee is at work.

An employee notified by his/her supervisor to report for a controlled substances or alcohol test must go immediately to the collection site.

An employee's name remains in the pool after being tested so that every employee shall have an equal chance of being tested each time selections are made.

Return to Duty and Follow-Up Testing

Return to Duty - any employee who tests positive under this policy must test again before returning to a safety-sensitive function. This test must be no more than 0.02 for alcohol and negative for controlled substances.

Follow-Up - Following a determination that an employee is in need of assistance in resolving problems associated with the use of alcohol or controlled substances, the employee is subject to unannounced testing. There must be at least six (6) tests within the first twelve (12) months after an employee returns to work. The length of time an employee is subject to follow up testing and the number of tests required beyond the minimum six tests required is determined by the City Manager and shall not exceed sixty months.

How Tests Will Be Done

Testing for the use of alcohol will be done using evidential breath testing (EBT) devices approved by the federal government. A screening test will be conducted first and anything less than 0.02 is considered a negative test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted.

Controlled Substances

Controlled substance tests will be done by urinalysis and will check for the following drugs:

- Marijuana (THC metabolite)
- Cocaine
- Amphetamines and Methamphetamines
- Opiates (including heroin and codeine)
- Phencyclidine (PCP)

Samples will be given at a collection site designated or approved by Elman Trucking Inc. and analysis shall be conducted by a laboratory certified by the U. S. Department of Health and Human Services (DHHS). If a screening test is positive for a controlled substance, a confirmation test is performed using the gas chromatography/mass spectrometry (GC/MS) analysis.

Testing Procedures

An employee or applicant will be given a written order to report to a collection site for testing. He/she will then report to the collection site immediately. He/she will follow procedures established by the collection site.

A breath alcohol test (BAT) will be conducted at the site and/or when ordered, the employee will give a urine sample for controlled substances. The urine sample will be split in case of the possibility of retest. All test and laboratory procedures, including the chain of custody procedures, are those detailed in 49 CFR, Part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

Notification of Results

All controlled substances tests are reviewed and interpreted by a physician designated by the Elman Trucking Inc. before they are reported to the company. If the laboratory reports a confirmed positive result to the physician, the physician will contact the driver to determine if there is an alternative medical explanation for the substances found in the employee's urine specimen. If the employee provides appropriate documentation and the physician determines that it is legitimate medical use of the prohibited substances, the result is reported as negative to the Elman Trucking Inc. although the employee may not be medically qualified to perform safety-sensitive functions. The department head will notify the employee of test results.

Consequences of a Positive Test

Removal from Driving

An employee who tests positive for controlled substances or alcohol, refuses to submit to such tests, or attempts to tamper with the test is in violation of this policy and shall be removed from performing defined safety-sensitive functions pending further action. Refusal to submit includes failure to provide an adequate breath or urine sample for testing.

Denial Appointment

Employees and applicants who have a confirmed positive pre-appointment test result for controlled substances or alcohol or refuse to test will be denied appointment and removed from the register or list.

Rehabilitation and/or Disciplinary Action

Employees who test positive on any test for controlled substances or alcohol, including pre-appointment tests, shall be subject to further action which may include rehabilitation and/or disciplinary action up to and including termination. Disciplinary action is at the discretion of the Department Head. The Department Head will take into account factors such as the circumstances which led to testing, the employee's work history, length of employment, job performance, and past corrective or disciplinary action.

Retest Provision

Breath alcohol tests are conducted and confirmed while the employee or applicant is present, eliminating the need for a retest. For controlled substances, an employee or applicant who has confirmed positive tests results may request that the split sample be tested at a separate laboratory with federal certification. Such request must be made within seventy-two (72) hours of learning of the confirmed positive test. Any action required by this policy as the result of a positive test is not stayed pending the result of a test on the split sample.

All costs associated with the retesting of the split sample must be prepaid by the employee, including shipping and handling, transportation, testing and reporting to the physician. If the result of the retest is negative, these costs will be reimbursed to the employee.

Return to Work and Follow-up

Employees with a confirmed positive test for controlled substances or alcohol will be referred to a Substance Abuse Professional for evaluation. No employee shall be allowed to return to a safety-sensitive position until he/she submits to a return to work test with confirmed negative and he/she is recommended by the Substance Abuse Professional to return. In addition, any employee with a confirmed positive test shall be required to sign a Return-To-Work Agreement prior to his/her return to a safety-sensitive position.

Confidentiality



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Controlled substances and alcohol testing results and records shall be maintained under strict confidentiality by the Elman Trucking Inc. These results cannot be released to others without the written consent of the employee. Exceptions to these confidentiality provisions are limited to a decision maker in litigation or administrative proceedings or officials designated in the federal regulations. Statistical records are maintained for required reports to the Federal Department of Transportation.

Employees involved in testing and the administration of this policy shall observe strict confidentiality of an employee's test results and treatment. Any employee who violates this requirement for confidentiality will be subject to disciplinary action.

Conflict with other Laws or Court Action

The Omnibus Transportation Act preempts state and local laws that may be in conflict. The Substance Abuse Policy currently in effect is preempted in situations where this policy applies but remains in effect for all other employees.

If any provision of this policy, or the application thereof, to any person or circumstance is held to be invalid, the invalidation shall not affect any other provisions or the application of this program and to this end the provisions of the program are declared to be severable.

Definitions

Alcohol - any food, beverage, mixture or preparation, including any medication containing methyl alcohol

Alcohol Concentration (alcohol content) - a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as shown by an evidential breath test

Controlled Site - a place designated by the Elman Trucking Inc. where employees present themselves to provide a specimen of breath, urine, and/or blood to be analyzed for the presence of alcohol or controlled substances

Confirmation Test - a second test: for alcohol, this test provides quantitative date of alcohol consumption; for controlled substances, this is an analytical procedure using a different technique and chemical principal from the screening test

Controlled Substances - a stimulant, narcotic, cannabinoid, or derivation thereof, or any other substance as controlled by law

Employee - a person who works for the Elman Trucking Inc. whose job requires a CDL, whether for regular, relief, or occasional operation of a commercial motor vehicle

Refusal to Submit - willful refusal to participate in alcohol and controlled substances testing; inability or failure to provide an adequate breath or urine sample for testing without a medical explanation; tampering or attempting to tamper with a test sample

Screening Test - for alcohol, an analytical procedure to determine whether an employee may have a prohibited amount of alcohol in his system; for controlled substances, an immunoassay screen to eliminate "negative" urine specimens from further consideration

Substance Abuse Professional (SAP) - a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (not state certification), with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

APPENDIX 1

DOT SAFETY-SENSITIVE DRIVERS

CLASSIFICATIONS OF DRIVERS

With the number of employees involved, employees subject to testing will be identified initially by classification where the classification is clearly one which requires a CDL and the function meets the criteria for safety-sensitive functions.

For some classifications, especially those involving skilled craftwork, employees are not generally covered under this policy but may occasionally drive commercial motor vehicles to perform a specific task.

Appendix 2

RELIEF AND OCCASIONAL DRIVERS

DESIGNATION AND DOT APPLICATION

Employees for whom driving is a primary function who are required to maintain a commercial drivers license (CDL) are identified for application of the Department of Transportation alcohol and substance abuse testing. Other employees who hold a CDL may be assigned to drive on an occasional basis or as a relief driver when a regular driver is not available. Since these employees use a CDL, they are subject to alcohol and controlled substance testing under the DOT regulations. Accordingly, these employees must be identified, in advance, as a pool of employees from whom driving assignments may be made. The procedure and application of testing is outlined below.

FUNCTION/CLASSIFICATION

The designation of relief and occasional drivers will be based on the function to be performed, not just the fact that an employee holds a CDL. Driving a commercial motor vehicle must be necessary for completion of the function and requirement of a CDL must be listed in the job description for the classification. A list of classifications reflecting such functions, corresponding with those of regular drivers, is found in Appendix 1. This may be changed as needed, but revisions must follow the same guidelines as stated here.

DESIGNATION OF DRIVERS

Department Heads will establish a list of relief and occasional drivers.

The department head will confirm the possession of the CDL and other pertinent

information, such as endorsements and required training, on the form signed by the employee. He/she will designate classifications for which the employee is qualified to drive and make lists of designated relief drivers available to supervisors who make immediate assignments.

Department heads will update these lists at the first of each month, sending a copy of the list revisions to the Personnel Department for revision of the random testing pool. No employee shall be assigned to drive until they have been added to this list

APPENDIX 3

TECHNICAL TESTING PROCEDURES

The Technical Testing Procedures which involves specimen collecting and testing and evidential breath testing will comply with all sections of the U.S. Department of Transportation Federal Register 49 CFR Part 40.

I hereby acknowledge that I have received the Substance Abuse Policy of Elman Trucking Inc. as established by the U. S. Department of Transportation. I have attended a training session at which this policy was discussed, along with education and alcohol and drugs. I understand that I must abide by this policy and that I may be subject to drug and alcohol testing under the circumstances established in the policy. I understand that I may also be subject to testing under circumstances beyond those outlined by the Department of Transportation if Elman Trucking Inc. requires it. I also understand that refusal to submit to testing, if ordered, will subject me to disciplinary action.



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ELMAN Trucking Inc. Ethics Policy

1. Overview

ELMAN Trucking Inc purpose for this ethics policy is to establish a culture of openness, trust and integrity in business practices. Effective ethics is a team effort involving the participation and support of every *ELMAN Trucking Inc* employee. All employees should familiarize themselves with the ethics guidelines that follow this introduction.

ELMAN Trucking Inc is committed to protecting employees, partners, vendors and the company from illegal or damaging actions by individuals, either knowingly or unknowingly. When *ELMAN Trucking Inc* addresses issues proactively and uses correct judgment, it will help set us apart from competitors.

ELMAN Trucking Inc will not tolerate any wrongdoing or impropriety at anytime. *ELMAN Trucking Inc* will take the appropriate measures to act quickly in correcting the issue if the ethical code is broken. Any infractions of this code of ethics will not be tolerated.

2. Purpose

Our purpose for authoring a publication on ethics is to emphasize the employee's and consumer's expectation to be treated to fair business practices. This policy will serve to guide business behavior to ensure ethical conduct.

3. Scope

This policy applies to employees, contractors, consultants, temporaries, and other workers at *ELMAN Trucking Inc*, including all personnel affiliated with third parties.

4. Policy

4.1. Executive Commitment to Ethics

4.1.1. Top brass within *ELMAN Trucking Inc* must set a prime example. In any business practice, honesty and integrity must be top priority for executives.

4.1.2. Executives must have an open door policy and welcome suggestions and concerns from employees. This will allow employees to feel comfortable discussing any issues and will alert executives to concerns within the work force.

4.1.3. Executives must disclose any conflict of interests regard their position within *ELMAN Trucking Inc*.

4.2. Employee Commitment to Ethics

4.2.1. *ELMAN Trucking Inc* employees will treat everyone fairly, have mutual respect, promote a team environment and avoid the intent and appearance of unethical or compromising practices.

4.2.2. Every employee needs to apply effort and intelligence in maintaining ethics value.

4.2.3. Employees must disclose any conflict of interests regard their position within *ELMAN Trucking Inc*.

4.2.4. Employees will help *ELMAN Trucking Inc* to increase customer and vendor satisfaction by providing quality products and timely response to inquiries.

4.3. Company Awareness

4.3.1. Promotion of ethical conduct within interpersonal communications of employees will be rewarded.

4.3.2. *ELMAN Trucking Inc* will promote a trustworthy and honest atmosphere to reinforce the vision of ethics within the company.

4.4. Maintaining Ethical Practices

4.4.1. *ELMAN Trucking Inc* will reinforce the importance of the integrity message and the tone will start at the top. Every employee, manager, director needs consistently maintain an ethical stance and support ethical behavior.

4.4.2. Employees at *ELMAN Trucking Inc* should encourage open dialogue, get honest feedback and treat everyone fairly, with honesty and objectivity.

4.4.3. *ELMAN Trucking Inc* has established a best practice disclosure committee to make sure the ethical code is delivered to all employees and that concerns regarding the code can be addressed.

4.5. Unethical Behavior

4.5.1. *ELMAN Trucking Inc* will avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.

4.5.2. *ELMAN Trucking Inc* will not tolerate harassment or discrimination.

4.5.3. Unauthorized use of company trade secrets & marketing, operational, personnel, financial, source code, & technical information integral to the success of our company will not be tolerated.

4.5.4. *ELMAN Trucking Inc* will not permit impropriety at any time and we will act ethically and responsibly in accordance with laws.

4.5.5. *ELMAN Trucking Inc* employees will not use corporate assets or business relationships for personal use or gain.

5. Enforcement

5.1. Any infractions of this code of ethics will not be tolerated and *ELMAN Trucking Inc* will act quickly in correcting the issue if the ethical code is broken.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment



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**ELMAN TRUCKING INC USE OF HAND-HELD CELL PHONES (INCLUDING TEXTING)
WHILE DRIVING A COMMERCIAL MOTOR VEHICLE (CMV) POLICY**

Elman Trucking, Inc., has adopted a policy in compliance with Federal Motor Carrier Safety Administration (FMCSA) rulemaking, effective January 3, 2012, which bans most uses of hand-held cell phones while operating a commercial motor vehicle (CMV).

You, as an employee, driver, or an owner-operator for this company, as a condition of engagement, must comply with this federal regulation.

The final ruling prohibits commercial drivers from using a hand-held mobile telephone while operating a commercial truck or bus. This includes “push to talk” devices that act both as a two-way radio and a cell phone. Drivers who violate the restriction will face federal civil penalties of up to \$2,750.00 for each offense and disqualification from operating a commercial motor vehicle for multiple offenses. Additionally, states will suspend a driver’s commercial driver’s license (CDL) after two or more serious traffic violations. Commercial truck and bus companies that allow their drivers to use hand-held cell phones while driving will face a maximum penalty of \$11,000.00.

The relevant provisions of the FMCSRs (49 CFR subtitle B, chapter III, subchapter B) apply to CMV drivers and employers operating CMVs included in the statutory authority of the 1984 Act. The 1984 Act defines a CMV as a self-propelled or towed vehicle used on the highways to transport persons or property in interstate commerce; and that either: (1) has a gross vehicle weight/gross vehicle weight rating of 10,001 pounds or greater; (2) is designed or used to transport more than 8 passengers (including the driver) for compensation; (3) is designed or used to transport more than 15 passengers, not for compensation; or (4) is transporting any quantity of hazardous materials requiring placards to be displayed on the vehicle (49 U.S.C. 31132(1)). All drivers operating CMVs are subject to the FMCSRs, except those who are employed by Federal, State, or local governments (49 U.S.C 31132(2)).

Under FMCSA regulation, you may use a hand-held cell phone ONLY under the following conditions:

1. As defined by FMCSA, a driver is allowed to initiate, answer, or terminate a call by touching a single button on a “Bluetooth” device or on a headset. This action should not require the driver to take his or her eyes off the road
2. “Push to talk” cell phones are NOT ALLOWED unless used with a headset or wireless “Bluetooth” accessory that allows operation of the device “hands-free” to make or receive any message or call by touching the “hands-free” device. At no time may the driver touch and hold the button on a “push to talk” device to receive or transmit voice messaging.
3. Sending or receiving ANY text messages is BANNED!

There are a few basic reasons for this policy: (1) Compliance with federal, state and local regulations. (2) Your personal safety and the safety of others on the road. (3) This company can be held liable for your accident.

Any violation of this Company Policy can lead to a fine up to \$11,000.00 and/or disciplinary action, up to and including dismissal
I acknowledge receipt of this policy and the terms and conditions set forth:

I HERBY CERTIFY THAT I HAVE READ AND UNDERSTOOD THIS CONTRACT IN ITS ENTIRITY.

PRINT NAME AND DATE

Aleksandar Lazarevic

PRINT NAME AND DATE

AUTHORIZED SIGNATURE OF INDEPENDENT CONTRACTOR

ELMAN TRUCKING, INC.



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REQUEST FOR CHECK OF DRIVING RECORD

I hereby authorize you to release the following information to **Elman Trucking, Inc.**, for purposes of investigation as required by Section 391.23 of the Federal Motor Carrier Safety Regulations. You are released from any and all liability which may result from furnishing such information.

1. In accordance with the provision of Section 604 and Section 607 of the Fair Credit Reporting Act. Public Law No. 91-508, I hereby certify that the information requested below will be used for a "permissible purpose" as defined in the Act, and that the information received will be used for no other purpose.
2. I further certify that if the applicant named below is denied employment based upon the information received, I will identify the source of the report in accordance with Section 615(a) of the Fair Credit Reporting Act.
3. I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in *Section I-B*, to the employer listed in *Section I-A*. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in *Section II-A* by my previous employer, is limited to the following DOT-regulated testing items:
 - A. Alcohol tests with a result of 0.04 or higher;
 - B. Verified positive drug tests;
 - C. Refusals to be tested;
 - D. Other violations of DOT agency drug and alcohol testing regulations;
 - E. Information obtained from previous employers of a drug and alcohol rule violation;
 - F. Documentation, if any, of completion of the return-to-duty process following a rule violation.

The following named person has made application with our company for the position of **company driver or owner operator**. As in accordance with Section 391.23, Federal Department of Transportation Regulations please furnish the undersigned with the applicant's driving record for the past three years.

NAME OF APPLICANT _____

ADDRESS _____

FORMER ADDRESS _____

DATE OF BIRTH _____ SSN _____

LICENCE NUMBER _____ STATE _____

(Applicant's Signature)

(Date)



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To: _____ Date: _____

Social Security Number: _____

_____ has made application to this company for a position as a _____

and states that he/she was employed by you as _____ from _____ to _____.
Will you please reply to the inquiry below respecting this applicant; your reply will be held in strict confidence and will in no way involve you in any responsibility. Please reply by faxing this form back to us at the number shown above.

1. Is the employment record with your company correct as stated above? _____
2. What kind(s) of work did the applicant do? _____
3. Did the applicant drive motor vehicles for you? Passenger Car _____ Straight Truck _____ Bus _____
Tractor-Semi trailer _____ Other (Specify) _____
4. Was the applicant a safe and efficient driver? _____
5. Give the dates of vehicle accidents in which he/she was involved. _____
6. Reason for leaving your employ: Discharged _____ Laid Off _____ Resigned _____
Remarks: _____
7. Was the applicant's general conduct satisfactory? _____
8. Is the applicant competent for this position sought? _____
9. Did the applicant drink any alcoholic beverages while on duty or use any illegal drugs (Specify)? _____

	Excellent	Good	Fair	Poor	Very Poor
Quality of Work	_____	_____	_____	_____	_____
Cooperation with others	_____	_____	_____	_____	_____
Safety habits	_____	_____	_____	_____	_____
Personal habits	_____	_____	_____	_____	_____
Driving Skills	_____	_____	_____	_____	_____
Attitude	_____	_____	_____	_____	_____

Remarks: _____
You are hereby authorized to give to Elman Trucking Inc. all information regarding applicant's services, character, and conduct while in your employ, and you are released from any and all liability which may result from furnishing such information to the above named company. Safety Department



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Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

II-A. In the two years prior to the date of the employee’s signature (in Section I), for DOT-regulated testing ~

- 1. Did the employee have alcohol tests with a result of 0.04 or higher? YES ___ NO ___
- 2. Did the employee have verified positive drug tests? YES ___ NO ___
- 3. Did the employee refuse to be tested? YES ___ NO ___
- 4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES ___ NO ___
- 5. Did a previous employer report a drug and alcohol rule violation to you? YES ___ NO ___
- 6. If you answered “yes” to any of the above items, did the employee complete the return-to-duty process? N/A ___ YES ___ NO ___

NOTE: If you answered “yes” to item 5, you must provide the previous employer’s report. If you answered “yes” to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

II-B.

Name of person providing information in *Section II-A*: _____

Title: _____ Phone #: _____ Date: _____

Signature: _____