



INDEPENDENT CONTRACTOR INFORMATION PACKET

Revised 7/23/2015

FOR QUESTIONS, PAPERWORK OR OTHER INFORMATION:

Email: contractors@burgenertrucking.com
Submit Daily Paperwork: paperwork@burgenertrucking.com
Telephone: 970-482-4888 ext. 342
Fax: 970-482-4904
Physical Address: 7301 SW Frontage Road, Suite 3
Fort Collins, CO 80528



ABOUT US

Transpro Burgener is a leading provider of bulk material hauling services, specializing in infrastructure, energy and industrial transport throughout the Rocky Mountain region. Headquartered in Fort Collins, CO, and operating out of terminals in Laramie, WY, Fort Collins, CO, Denver, CO and Pueblo, CO, the Company transports a diverse line of materials including cement, frac sand and other aggregate materials that support construction and infrastructure markets as well as the DJ/Niobrara, Williston and Powder River energy basins.

WHY WORK WITH US?

- **A FAMILY COMPANY**
 - Transpro Burgener traces its roots back to 1946, and has been family owned for three generations.
 - Our third generation President is still actively engaged in the business and makes all strategic decisions.
 - We minimize red tape. You can still have a personal conversation with Management – just pick up the phone!

- **A BUSINESS PARTNER**
 - We are looking for long term relationships, not vendors.
 - We have more business than we can handle so we can help you keep your trucks busy.
 - We can assist you with your maintenance, fuel and equipment needs.
 - We are willing to do what it takes to keep you rolling and making money!

- **MINIMIZE YOUR OVERHEAD**
 - We have quality, long-lived customer relationships that rely on us on a regular basis. You can leverage off our sales efforts and relationships and avoid creating your own sales organization.
 - We have a professional dispatch department that operates 24/7. There is no need for you to take calls at all hours of the day or night – we'll do it for you.
 - We process invoices, bill customers, work on collections issues and pay you for your hauls regardless of when the customer pays.

- **CASH FLOW**
 - We offer standard 45 day payment terms, with the option for you to be paid in 7 days. That increases your cash flow and makes it easier for you to keep rolling.
 - We allow you to utilize our trailers so you don't have to worry about taking the risk of purchasing your own.
 - We can net maintenance, repairs and fuel out of your settlements to improve your cash flow.



WHAT WE NEED FROM YOU

It is easy to work with us! In fact, you probably already have most of the information you need.

- **A CUSTOMER-FOCUSED ATTITUDE**

- ✓ At Transpro Burgener, the Customer is #1. We expect all our drivers and business partners to do everything necessary to satisfy the customer, every time.

- **EQUIPMENT**

- ✓ You need your own truck, preferably with a blower if you haul commodities in pneumatic trailers. Our customers have various equipment needs, so the more capabilities your truck has, the more work you will get.
- ✓ If you don't own your own trailers (pneumatic, belly dump, side dump, end dump), we can make arrangements for you to use one of ours for a fee.

- **AUTHORITY TO OPERATE**

- ✓ You have to have your own DOT number.
- ✓ Since many of our loads cross state lines, we'd prefer if you had your own MC number. This is not required, but again, if you have it you will get more loads.
- ✓ Have IRP registration (apportioned plates) so you can operate in multiple states.

- **INSURANCE ***

- ✓ General Liability Insurance Requirement \$1,000,000
- ✓ Automotive Liability Insurance Requirement \$1,000,000
- ✓ Cargo Coverage \$ 10,000
- ✓ Physical Damage (non-owned trailers) \$ 60,000

*** Note: Transpro Burgener Trucking must be listed as "Additional Insured"**

- ✓ Do you have employees?
 - **No** – We need a Declaration of Independent Contractor Status Form (see packet)
 - **Yes** – We need proof of Worker's Compensation Insurance

- **A TAX ID NUMBER**

- ✓ We need a completed W-9 form showing your Tax Identification Number (TIN) or Social Security Number (SSN) in order to report your settlements.



WHAT YOU GET FROM US

As a large trucking company with many customers and well-established financial resources, we can offer you many benefits:

- **STEADY WORK**
 - ✓ We have a varied customer base including clients in the aggregate, construction, energy, and industrial material markets. This is beneficial because when one market is less active, we typically have another that is very active – which evens out the available work.

- **PAYMENT OPTIONS**
 - ✓ **45 Day Terms** – normal payment terms are 45 days, regardless of when or if the customer pays us.
 - ✓ **Quick Pay Terms** – we offer a Quick Pay option so you can get paid in 7 days. There is a 4.5% fee associated with the Quick Pay option.
 - ✓ **Payment by ACH** – we can pay you by bank transfer so you get the funds in your account quicker. This service is free!
 - ✓ **Payment by Check** – we can pay you by paper check if you wish.

- **EQUIPMENT MAINTENANCE/REPAIR**
 - ✓ Since we are working together, it is our goal to keep you running and efficient. At times you may elect to have us perform maintenance or repairs on your truck to quickly get you up and running again.
 - ✓ In special cases, we may choose to work together if you want to add special purpose equipment (blowers, wet kits) to your truck. Since we are a large company, we are often able to offer you specialty equipment below your cost.

- **FUEL**
 - ✓ If you have a consistent work history with us and agree to weekly settlements, we can work together on a program for you to purchase fuel from us for your truck(s). Given our volume of fuel purchases, we can sometimes offer you a discount versus market pricing.



LET'S GET STARTED!

We are excited to have you on-board and look forward to working with you. Now that you've made the decision to partner with us, here's what a normal week (our weeks run from Sunday to Saturday) might look like:

- **DAY 1 (Sunday):** Your completed Independent Contractor Packet is entered into our system and your contact information is passed along to our dispatchers. We will also email you numbers for our dispatch team so that you can contact them to inquire about loads as well.
- **DAY 2 (Monday):** You place a call to our Dispatch (or our Dispatch calls you) and offers you a load/loads. You complete your loads and email your paperwork (bills of lading, scale tickets, Transpro Burgener cover sheets) to paperwork@burgenertrucking.com.
- **DAYS 3-7 (Tuesday-Saturday):** You continue to work with Dispatch to accept and complete loads for customers on a timely basis. You continue to submit your daily paperwork by dropping it by our office or scanning and emailing it to us).
- **DAY 9 (Monday):** You stop by the Transpro Burgener Fort Collins office and drop off all your remaining paperwork for last week by 9:00am. You can also email this paperwork to paperwork@burgenertrucking.com (in this case, you will need to follow up by mailing originals to our Fort Collins office). This is CRITICAL to getting paid on a timely basis!
- **DAY 11 (Wednesday):** You receive a settlement statement via email (and check or ACH payment if you elected Quick Pay) detailing out each load you hauled and how much you were paid for it. The settlement will show deductions for repairs, trailer usage fee, factoring fee (if applicable), fuel purchases, etc. If you do not elect Quick Pay, you will still receive your settlement statement, but you will receive your check in 45 days.

If this summary of the benefits of working with Transpro Burgener has you interested, fill out the attached agreement and forms and return them to our office or email them to contractors@burgenertrucking.com as soon as possible. We'll have you on the road with us before you know it!



INDEPENDENT CONTRACTOR AGREEMENT

Between

CARRIER

("CARRIER")

Transpro, Inc.
d/b/a Transpro Burgener Trucking
7301 SW Frontage Road Suite 3
Fort Collins, CO 80528

And

INDEPENDENT CONTRACTOR

Name: _____ ("CONTRACTOR")

DBA Name: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____ ("AGREEMENT DATE")

Section 1: Recitals

Transpro, Inc. is a Colorado Corporation (hereinafter referred to as "Carrier") engaged as a for-hire interstate motor carrier of property, registered with the Federal Motor Carrier Safety Administration ("FMCSA") of the United States Department of Transportation ("DOT").

Independent Contractor (hereinafter referred to as "Contractor") is engaged in the trucking business and is fully familiar with the trucking services to be provided and the conditions under which the work is to be performed. Contractor has title to the vehicle(s) described in Appendix A to this Agreement (hereinafter referred to as "Contractor Equipment"), or has the right to the exclusive use of this Contractor Equipment, and has lawful possession of this Contractor Equipment. Contractor has all state, federal, county, or city certificates, permits, registrations, authorizations and licenses that are required or necessary for the conduct of business and the performance of transportation services under the terms of this Agreement. Contractor will continue to have such certificates, permits, registrations, authorizations and licenses in full force and effect at all times while providing services under the terms of this Agreement.



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Carrier desires to enter into an agreement to engage Contractor, as an independent contractor, for the purpose of transporting dry bulk commodities, construction materials and/or general freight in interstate commerce, as may be provided by Carrier. Contractor desires to contract with Carrier to transport said commodities.

Therefore, in consideration of mutual promises and agreements set in Independent Contractor Agreement ("Agreement"), Carrier and Contractor agree as follows:

Section 2: Scope of Operations

During the term of this Agreement, Contractor may contact Carrier from time to time to determine whether Carrier has any shipments that require transportation. In the event Carrier has shipments that Contractor agrees to transport, Carrier shall notify Contractor of material to be transported and of the time and location to load and time and location to deliver same, all within a reasonable time prior to the required delivery time. Thereafter, Contractor will, without delay, cause said material to be transported to the place designated by Carrier or by Carrier's representative.

Carrier will use reasonable efforts to provide Contractor goods, materials or loads for transportation by Contractor; however, this Agreement shall not be construed as an agreement by Carrier to furnish any specific amount of goods, materials, or loads for transportation by Contractor in any particular time or place. Carrier makes no guarantee of minimum payment for use of the Contractor Equipment. Likewise, Contractor shall have the right, at its discretion, to decline to transport any shipment tendered to it by Carrier, or to refuse to perform specific requests by Carrier to provide transportation. Contractor shall have the right to perform transportation services for other Carriers (subject to the provisions of Section 3), and this Agreement may be terminated at such times.

Contractor shall perform transportation and related services as may be necessary to serve Carrier's Customers to protect customers' cargo against loss and damage. All services hereunder will be provided by the Contractor Equipment under Contractor's FMCSA operating authority. Contractor or another employed person with an appropriate commercial driver's license may provide the transportation services required hereunder.

Contractor shall maintain all insurance coverage required by law and Section 9 of this Agreement in full force and effect for the full term of this Agreement. In the event of a lapse in Contractor's insurance coverage, said lapse will constitute a material breach of this Agreement.



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Contractor warrants that the Contractor Equipment is in good state of repair, meets all safety requirements of all applicable Federal and State laws and is properly licensed and permitted for operation, and that all licensing conditions and safety requirements that may be applicable for continued legal operation of the Contractor Equipment shall be followed. Contractor shall not obligate Carrier for payment of any expense associated with licensing of the Contractor Equipment. Contractor shall immediately notify Carrier and cease to provide all services under this Agreement in the event Contractor's operating authority is suspended or revoked by any state DMV, DOT and/or FMSCA during the time this Agreement is effective. Suspension of Contractor's operating authority will constitute a material breach of this Agreement.

Contractor shall be responsible for all costs and expenses incident to its performance of services, including all operating and maintenance costs for the Contractor Equipment provided by Contractor, including fuel and oil, special permits, all detention and accessorial services, gross revenue taxes, road taxes, tolls and ferries, equipment use fees or taxes, base plates, and any other tax, fine, or fee imposed or assessed against the Contractor Equipment, cargo, or Carrier by any local, state or federal authority as a result of the acts or omissions of Contractor or the employees, agents or servants of Contractor.

Carrier shall act as a dispatching agent for Contractor.

Contractor shall be responsible for cargo hauled for Carrier's customer and shall obtain and deliver to Carrier completed and duly receipted documents, including bills of lading, waybills, freight bills, manifests or other papers identifying the property carried on Contractor Equipment (hereinafter known as a "freight bill") covering such shipments transported. Contractor agrees that all freight bills shall be those of the Carrier, or as authorized by the Carrier, and shall indicate that the property transported is under the responsibility of the Carrier. Prior to payment for services rendered, it shall be the Contractor's responsibility to obtain freight bills, to procure the necessary signatures, and to deliver, scan or mail all freight bills to Carrier's office, or other location designated by Carrier, no later than 36 hours after completion of the workday covered by the freight bill.

Subject only to requirements imposed by law, Contractor shall direct, in all respects, the operation of its Contractor Equipment used, and shall exercise full discretion and judgment as an Independent Contractor in determining the means and methods of performance of service under the terms of this Agreement.



Section 3: Confidentiality/Non-Competition

Carrier is engaged in the provision of transportation and related services and has accumulated trade secrets, pricing data, technology and other proprietary information pertaining thereto ("Confidential Information"). Confidential Information includes, but is not limited to, (1) any information, ideas, plans or strategies, in any form, relating to Carrier's business, marketing, sales, structure, financial affairs, research, designs, products, equipment, data and information systems, vendors, Contractor partners, and employees and (2) any information relating to the discussions, negotiations, agreements, dealings, projects, pricing or business between Carrier and Contractor. Contractor shall treat as confidential and shall not, directly or indirectly, cause or permit to be used or disclosed or to make available to any other person, any Confidential Information received, learned, observed, known by or made available to Contractor.

Contractor acknowledges that freight that is made available to Contractor under this Agreement is the result of Carrier's significant investment of time, effort and resources in developing customer relationships. Contractor and its employees or subcontractors shall not, directly or indirectly, transport or solicit for transport any freight from consignees or customers serviced by the Carrier. In consideration of Carrier's significant investment and other consideration received by Contractor pursuant to this Agreement, Contractor agrees that, for a period of 24 months following the termination of this agreement pursuant to the provisions of Section 12, that neither Contractor nor its employees, agents or subcontractors shall solicit transportation services for any shipper or customer of the Carrier, or any shipper or customer operating in the same business as those serviced by the Carrier. If it is discovered that the Contractor has breached any provision of Section 12, the Contractor agrees to pay the Carrier 20% of the gross revenues derived from such activities.

Section 4: Safety

Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to safety. Contractor shall conduct inspections to determine that safe working conditions exist at all times and that the Contractor Equipment complies with safety regulations at all times. Contractor accepts sole responsibility for the safety of its employees, if any, and agrees to perform all services hereunder in a safe, responsible and lawful manner. Contractor shall ensure that all vehicles used by Contractor to provide the services covered by this Agreement are in safe operating condition and that they are operated in compliance with all applicable provisions of local, state and federal law, including, but not limited to, the FMSCA Regulations, applicable state codes, and safety regulations promulgated by the Occupational Safety and Health Administration and the Mine Safety and Health Administration.



Contractor shall immediately notify Carrier of any accident or incident involving property damage or bodily injury to persons that occurs while performing service for Carrier or when pulling Carrier's trailer equipment (the "Trailer Equipment"). Such notification shall include a description of damage or injury; digital pictures of physical damage to Trailer Equipment and/or third party equipment; an estimated cost of repair with documentation supporting the cost estimate, date, time and location of occurrence; name, address, and telephone number of witnesses to either the occurrence or the existence of any damage claimed; and the name, address and telephone number of the person using the Contractor Equipment and/or the Trailer Equipment at the time of the accident/incident. Failure to immediately notify Carrier of an accident/incident shall constitute a material breach of this Agreement, in accordance with Section 12. Contractor shall follow all safety rules and regulations and safety gear requirements required at Carrier's customer jobsites to which Contractor is dispatched.

Contractor shall be required to enroll in a Drug and Alcohol Testing Consortium pursuant to 49 CFR Section 382.107 and to comply with all applicable rules, laws, regulations and reporting requirements. Contractor shall furnish to Carrier a Certificate of Compliance stating that Contractor is enrolled in such Drug and Alcohol Testing Consortium.

Section 5: Timely Performance

Timely performance is the essence of this Agreement. Insofar as practical, Carrier shall provide Contractor with reasonable scheduling information. Contractor agrees to begin the work promptly as scheduled and as requested by Carrier, to perform diligently, in a safe manner, in good faith and in full cooperation with Carrier and with Carrier's customers, and to complete the work as requested by Carrier. Failure to maintain the timely performance standard herein set forth shall constitute a material breach of this Agreement.

Section 6: Trailer Usage

Contractor is not required to purchase or utilize any products, Trailer Equipment or services from Carrier as a condition of entering into this Agreement. However, Contractor may utilize Trailer Equipment, for a fee, from Carrier in the event it is available. If Contractor chooses to utilize products, Trailer Equipment or services from Carrier, Contractor authorizes Carrier to make corresponding deductions from Contractor's settlement compensation as specified in the Trailer Usage Form contained in this Agreement. The term "Trailer Equipment" as used herein shall include the trailers and all attached components-if provided-including tie-down gear, tarps, hoses, tires and brakes; and shall include trailers



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owned by and/or otherwise under control of Carrier. Carrier will make Carrier's Trailer Equipment available for use by Contractor at Carrier's sole discretion.

Carrier will designate the Trailer Equipment to be utilized to Contractor. Contractor shall use only the Trailer Equipment specified by Carrier, and shall not switch trailers without express written permission from Carrier. Said Trailer Equipment shall be used only by Contractor and/or Contractor's qualified employees or agents, and then only to provide service in accordance with the terms of this Agreement. Carrier's Trailer Equipment shall not be used by Contractor to provide transportation service to other parties. Trailer Equipment shall be promptly returned to Carrier in the event Contractor is not engaged to haul loads for the Carrier for a period of one month. Trailer Equipment that is not returned in such a time frame will be subject to monthly rental charges until returned to the Carrier.

Contractor shall make no physical change or alteration (exclusive of repairs described below) to Carrier's Trailer Equipment without prior written consent of Carrier. None of the tires or other components of Carrier's Trailer Equipment are to be used or altered in any way other than as expressly provided for in this Agreement. Any alteration requested by Contractor, which is agreeable to Carrier, will be made by Carrier at Contractor's sole expense. If expenses are incurred by Carrier in returning the Trailer Equipment to its original condition, such expenses will be borne by Contractor and shall be deducted from payment due Contractor.

Carrier makes no warranties, expressed or implied, as to the condition of the Trailer Equipment or the adequacy of any repair. Contractor will make Carrier's Trailer Equipment available for inspection and repair at any location determined by Carrier at a time arranged by Carrier in order to conform to Carrier's maintenance program.

Prior to any use, Contractor shall inspect all Trailer Equipment utilized or provided by Carrier and promptly report, in writing, any defects or problems to Carrier. All mechanical defects on said Trailer Equipment not reported in writing to Carrier prior to Contractor's use of said Trailer Equipment shall be the responsibility of Contractor. Contractor shall be responsible for inspecting, in accordance with applicable law, any Trailer Equipment owned by or under control and authority of Carrier and used by Contractor with Carrier's permission while performing services for Carrier. Contractor shall inspect Carrier's Trailer Equipment on a daily basis; record such inspections on a Driver's Vehicle Inspection Report. Contractor will notify Carrier in writing when any defects are noted. All repairs of Carrier's Trailer Equipment will be made at Carrier's maintenance facility unless otherwise approved by Carrier. Contractor shall verify and inspect all repairs of Carrier's Trailer Equipment and approve in writing the Driver's Vehicle Inspection Report indicating such.



Maintenance of proper brake adjustment for the Trailer Equipment will be Contractor's responsibility. Weekly lubrication of all grease fittings and correction of minor repair items will also be Contractor's responsibility.

Repairs of damage to Carrier's Trailer Equipment attributable to normal wear-and-tear will be made at Carrier's expense. Contractor agrees to compensate Carrier for damage to Carrier's Trailer Equipment (other than that attributable to normal wear-and-tear), including damage caused by negligence, accident, theft or vandalism.

Section 7: Relationship of Parties

It is the express intent of all the parties hereto that Contractor is an independent contractor, and not an employee, agent, joint venture, or partner of Carrier for any purpose whatsoever. This Agreement is intended by the parties to create the relationship of Carrier and independent contractor, and not an employer-employee relationship. Neither the Contractor nor its employees shall be considered employees of Carrier at any time under any circumstances, or for any purpose. Neither party is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided in the Agreement. Carrier shall have no right to, and shall not, control the manner or prescribe the method of accomplishing those services which shall be contracted to and performed by Contractor pursuant to this Agreement.

The provisions of this Agreement that reserve ultimate authority to Carrier have been entered into to ensure compliance with federal and state laws, rules, and interpretations thereof. None of the provisions of this Agreement shall be interpreted or construed as creating or establishing an employer-employee relationship between Carrier and Contractor or between Carrier and any driver, agent, servant, or other employee of Contractor.

Section 8: Compliance with Law

Contractor is responsible for complying with all applicable laws, rules, regulations, ordinances and other requirements imposed by federal, state, county or municipal government authority in the conduct of its business. Contractor is responsible for ensuring that its employees are in compliance with all applicable laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county or municipal government authority in the conduct of its business.

Contractor shall defend, indemnify and hold Carrier harmless from any violation of any applicable laws, rules, regulations, ordinances and other requirements imposed by federal, state, county or municipal government authority. If



Carrier incurs any loss or expense due to a violation, such loss or expense shall be borne by Contractor and shall be deducted from payment due to Contractor.

Carrier shall have no obligation or responsibility to Contractor or Contractor's employees, agents, or servants for any fine, cost or penalty, monetary or otherwise, arising out of Contractor or Contractor's employees' violation of any law, rule, ordinance, or regulation of any and all governmental authority in and through whose jurisdiction Contractor or its employees may be operating while providing service for Carrier under this Agreement.

Section 9: Contractor's Employees

Contractor shall furnish at its discretion, selection and expense any labor required incident to the operation of the Contractor Equipment and the Trailer Equipment and the pickup, packing, loading, unloading, assembling, disassembling, delivering, and documentation of shipments in performance of services to be provided under this Agreement.

Contractor shall be solely responsible for the direction and control of its employees, agents and servants, if any, performing services for Contractor under this Agreement. Contractor shall be responsible for the selection, hiring, terminating, training, supervision, work assignment, and direction of its employees, agents and servants. Contractor shall be responsible for the wages, hours, and working conditions of its employees, and for addressing its employees' grievances. Contractor shall determine the method, means, and manner of the performance of the work of its employees, agents, and servants, if any, and performance of services pursuant to this Agreement.

Carrier shall neither have, nor exercise, disciplinary authority or control over Contractor's employees. Carrier shall have no authority to supervise or direct Contractor's employees in the performance of work for Contractor, and shall have no authority or right to select, approve, hire, terminate, or discipline any of Contractor's employees.

Contractor assumes full and sole responsibility for the payment of all wages, benefits and expenses of its employees, agents, or servants (including without limitation, the payment of prevailing wages), if any, and for all state and federal income tax withholding, unemployment insurance, and social security taxes as to all persons employed by Contractor. Contractor shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by governmental authorities with respect hereto. In no event shall Carrier be responsible for the wages, benefits or expenses due Contractor's employees, agents or servants. Carrier is not authorized to withhold state or federal income



taxes, Social Security taxes, unemployment insurance taxes, or any other local, state or federal tax and/or levy on behalf of Contractor or Contractor's employees. Contractor shall defend, indemnify, save and hold harmless Carrier from any and all liability, losses, costs or expenses Carrier may incur by Contractor's failure to comply with the terms of this Agreement.

Contractor agrees to make certain and warrants and represents that all persons retained to drive vehicles hereunder will hold the appropriate commercial driver's license required by state or federal authority. Contractor agrees that all persons retained by Contractor to drive vehicles shall fully satisfy and comply with any and all applicable federal and state regulations governing the operation of commercial vehicles on the public highways. Contractor shall not allow any person identified as a "negligent operator" by any state or federal law to operate a vehicle hereunder. Upon written request, Contractor shall provide Carrier the drive file maintained for each driver allowed to drive a vehicle hereunder and/or copies of all driver daily logs for those days when the driver performed any service hereunder.

Contractor assumes full responsibility for maintaining adequate worker's compensation insurance coverage for itself and all employees, agents or servants whom Contractor retains to perform services related to this Agreement. Contractor shall provide Carrier with appropriate written evidence of said coverage by which Carrier agrees, upon reasonable request by Carrier, to provide Carrier with a list of all driver employees covered by Contractor's worker's compensation insurance policy. Contractor agrees to defend, indemnify and hold Carrier harmless from any and all liability, regardless of the cause thereof, including attorney's fees, imposed or claimed, arising out of any injury, disability or death of any person who performs services under this Agreement.

In the event that any judgment is enforced against Carrier for any costs or expenses resulting from any employment or other relationship of employees, agents, or contractors of Contractor, Contractor agrees to defend, indemnify and hold Carrier harmless from and against any liability, expense or costs arising out of such judgment.

Section 10: Liability and Insurance

During the term of this Agreement, Contractor shall obtain and maintain insurance with coverage and limits no less than required by law and such higher limits and coverage as specified herein to fully protect Contractor and Carrier. In the event this Agreement is terminated, such insurance shall provide coverage for claims that occurred during the term of the Agreement, but were not reported until after this Agreement was terminated, for a period of two (2) years after termination. Carrier is not responsible for premiums for the required insurance. These requirements shall automatically



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increase to the extent required by law. Contractor shall procure and maintain at its own expense for the term of this Agreement, the following insurance coverage:

1. **General Liability Insurance** covering premises and operations, contractual liability insuring the obligations assumed by Contractor in this Agreement, broad form property damage, personal injury liability and independent contractor coverages. We require the Occurrence form. "Claims Made" is not acceptable. Limits required are \$1,000,000 for each occurrence.
2. **Auto Liability Insurance** covering all vehicles, whether owned, hired, or non-owned, including unidentified trailer, used in providing service under the terms of this Agreement; and covering bodily injury (including death) and property damage. Liability coverage shall be at least one million dollars (\$1,000,000) combined single limit, provided however Carrier reserves the right to require Contractor to carry higher coverage. This insurance shall provide coverage to all persons and property including, without limitation, Contractor and Carrier and their employees, agents and servants. Contractors using Carrier's Trailer Equipment are required to carry additional insurance for non-owned equipment in the amount of \$60,000.
3. **Worker's Compensation and Employer's Liability insurance** with limits not less than those required pursuant to state law(s) in states in which the Contractor is operating. If Contractor is an owner-operator and therefore not required to carry Worker's Compensation insurance, Contractor will produce and execute a Declaration of Independent Contractor Status Form acceptable to the Carrier.
4. **Cargo Insurance** coverage shall be at least \$10,000 per occurrence.
5. All such insurance shall provide coverage on an "occurrence" basis and shall be primary coverage. Any other coverage and other insurance, including any insurance of Carrier, shall be excess coverage and insurance for any loss arising out of or relating to the operations of Contractor under this Agreement. All insurance policies providing such coverage shall name Carrier as an additional insured, with coverage by the Contractor being primary and non-contributory with any insurance or self-insurance carried by the Carrier.
6. All insurance policies shall provide coverage for all legal liability of Contractor, including without limitation, any contractual liability assumed pursuant to the terms of this Agreement.
7. Contractor will supply Carrier with certificates of insurance for all policies providing the coverage hereinabove required; said certificates shall require that issuing companies provide thirty (30) days advance written notice of cancellation to Carrier. Such certificates shall be substantially in accordance with those attached as an exhibit to this Agreement. Contractor agrees to obtain the written consent (to the insurance, indemnity and other applicable



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provisions hereof) from all insurers who have or will issue a policy or policies which might be applicable to a loss hereunder and, if required, all named insureds on said policy or policies.

8. If any coverage provided hereunder is subject to deductibles, Contractor shall be liable to Carrier for such deductibles. The insurance requirements set forth in this Section 9 shall not be limited by, nor shall they limit, the indemnity requirements set forth elsewhere in this Agreement.

9. Contractor shall defend, indemnify and hold harmless Carrier, General Contractor(s) and Owner(s), including their officers, directors, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultants fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or related to or in connection with Contractor's performance under this Agreement for, but not limited to

- a. Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to person, including, but not limited to, any employees or agents of Contractor, Carrier, General Contractor(s) and Owner(s) and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable regardless of whether such personal injury or damage is caused by and regardless of the theory of liability asserted against an indemnified party.
- b. Property damage including, but not limited to, damage to both real and personal property, physical damage to any property, whether or not such property was manufactured by Carrier, General Contractor(s) or Owner(s), costs to repair defects in property, diminution in property value, loss of use, loss of economic value, consequential losses, and any other damages associated with damage to, destruction of, defects in, or loss of real or personal property, regardless of whether such damage is caused by a party indemnified hereunder and regardless of the theory of liability asserted against an indemnified party.
- c. Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused in whole or in part by the action or inaction of Contractor.
- d. Claims or liens for labor performed or materials used or furnished to be used on the job, and all incidental or consequential damages resulting to General Contractor(s) or Owner(s) from such claims or liens.
- e. Failure of Contractor to comply with any provisions of this Agreement regarding insurance.
- f. Any violation of infraction by Contractor or its employees, agents or servants of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Carrier's Trailer Equipment, General Contractor(s), Owner(s), or others' equipment.



The indemnification provisions of subsections “a” through “f” above shall extend to claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Carrier, General Contractor(s) or any other indemnified person. Contractor, however, shall not be obligated under this Agreement to indemnify Carrier if any claims arise from the sole negligence or willful misconduct of Carrier or its agents, employees, or independent contractors who are directly responsible to Carrier. Contractor shall:

- a. At Contractor's own cost, expense, and risk, defend all claims that may be brought or instituted by third person, including, but not limited to, governmental agencies or employees, agents or servants of Contractor, against Carrier or its employees or agents, or any of them.
- b. Pay and satisfy any judgment or decree that may be entered against Carrier, or its employees or agents, or any of them, arising out of any such claim; and/or
- c. Reimburse Carrier or its employees or agents for any and all legal or investigative expense incurred by any of them in connection herewith or in enforcing any indemnity granted in the Agreement.

The indemnities set forth in this Section 10 shall not be limited by the insurance requirements set forth in this Agreement.

Section 11: Payment for Services

Prior to, or within a reasonable time after commencement of work on a project, Carrier and Contractor shall agree on the rate of compensation for the project. Rates for each project may be memorialized in writing by Carrier to Contractor, provided however, that negotiation (cashing, depositing or otherwise endorsing) by Contractor of Carrier's check covering work done on a project shall be binding and conclusive proof of Carrier and Contractor's Agreement to the rate, amount and type of compensation paid in said check.

Contractor shall record weights, time, volumes and/or loads on a freight bill as required by Carrier for work performed. Upon the conclusion of each workday, Contractor shall obtain on the freight bill the signature of an authorized jobsite representative. The signed freight bill shall be forwarded to Carrier within 36 hours. Freight bills submitted after 36 hours will be subject to a processing delay, and late payment. Freight bills submitted 30 calendar days or more after completion of the workday will be considered a waiver of any right to payment if such delays limit Carrier's right to payment.



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Contractor will be paid only for the work included on the freight bill signed by an authorized jobsite representative. Carrier has no obligation to pay Contractor amounts not supported by a properly completed freight bill. Carrier has no obligation to pay Contractor for any work related to a freight bill which is false and/or fraudulent.

Carrier has no obligation to pay Contractor for any work unless a properly completed freight bill is submitted to Carrier within 15 calendar days after completion of the workday covered by the freight bill. Carrier shall have no liability to Contractor on any disputed payment unless Contractor notifies Carrier in writing, within 7 days of receipt of the weekly Contractor Settlement Statement, that the payment received did not cover all work performed in the previous week and that additional monies are due to Contractor.

Contractor may purchase parts, fuel, oil, tires, and other supplies from any supplier it chooses. With prior written approval of Carrier, Contractor may purchase such supplies from the Carrier to be charged to the account of Contractor. In such cases, Contractor authorizes Carrier to deduct such charges from payments to be made to Contractor. Carrier reserves the right to additional charges for said purchases to cover Carrier's administrative expenses.

Except as provided herein, payment for freight bills received timely by Carrier will be made pursuant to the "Payment Terms Agreement" and "Payment Type Election" addenda to this agreement. In the event the payment date falls on a weekend or holiday, payment will be made on the next workday.

Payment otherwise due to Contractor may be withheld in whole or in part by Carrier as provided herein; including without limitation, on account of Contractor's defective performance not remedied, improper insurance, claims filed or reasonable evidence indicating probability of filing of claims against Contractor or Carrier, failure of Contractor to make payments to its employees or subhauler, or for material, supplies, labor, or a reasonable doubt that the work can be completed for the balance then unpaid. If the foregoing causes are resolved to Carrier's satisfaction, the withheld payments shall promptly be made. If the said causes are not so resolved, Carrier may, but is not required to, rectify the same at Contractor's expense.

Carrier is hereby expressly granted the right to setoff of any payments due to Contractor under the provisions of this Agreement against any other obligations that may be due from Contractor to Carrier.



Section 12: Termination of Agreement

This Agreement shall commence on the date of execution and shall continue in effect for a period of one year from the execution date. If not terminated under the provisions contained herein, the Agreement will be automatically renewed for successive one year terms under the same terms, conditions and requirements as the initial Agreement. This Agreement may be terminated at an earlier date only in accordance with the following provisions:

1. At any time upon the mutual written consent of the parties hereto.
2. By either party with cause, by written notice of termination to the other party, if the other party commits a material breach or default of the terms of this Agreement. Said notice shall specify the breach relied upon and the date of termination, which termination may be effective immediately upon service of said notice.
3. Carrier reserves the right to terminate this Agreement immediately for any of the following reasons including, but not limited to:
 - a. Contractor's causing or allowing excessive damage to Carrier's Equipment.
 - b. Contractor's improper maintenance of Contractor's Equipment.
 - c. Contractor's failure to follow applicable laws of the United States and the state they are operating in.
 - d. Contractor's failure to obey lawful and proper orders in carrying out work assignments and failure to complete a job assignment in accordance with the terms of such assignment.
 - e. Contractor's failure to maintain the insurance required under this Agreement.
 - f. Contractor's failure to notify Carrier when Contractor, its employees, agents or servants are involved in an accident, without regard to fault or the nature and/or severity of the accident.
 - g. Contractor's loss of driving privilege and/or disqualification from driving.
 - h. Contractor's submission of freight bills which are false and/or fraudulent.
 - i. Contractor's failure to comply with the requirements of Carrier's customers.
 - j. Contractor's failure to comply with Carrier's service, integrity or conduct requirements.
 - k. Contractor's sharing of Confidential Information or breach of duties with respect to the provisions of Section 3, Confidentiality/Non-Competition.



Upon termination of this Agreement, Contractor shall complete delivery of any shipment it may be engaged in transporting at the time of said termination. Should Contractor fail to complete delivery of any shipment and/or fail to return all of Carrier's Trailer Equipment to Carrier's specified location, Contractor will be liable for all expenses incurred by Carrier to complete delivery of shipment and to recover its Trailer Equipment. Pending any final settlement, Carrier is authorized to retain sums as deemed necessary by Carrier to cover Contractor's liability to Carrier.

Section 13: Miscellaneous

1. By agreeing to provide services requested by Carrier, and/or by undertaking such services, Contractor warrants that all conditions precedent in this Agreement have been satisfied and shall remain effective for the term of this Agreement. Contractor shall defend, indemnify and hold Carrier harmless from and against any damages, threatened or actual, resulting from a breach of these warranties.
2. If any provision in this Agreement is deemed invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in full force and effect without being deemed impaired or invalidated in any way.
3. The failure of Carrier to enforce at any time any of the provisions of this Agreement, or to exercise any option herein provided, or to require at any time performance by Contractor of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Carrier to thereafter enforce each and every such provision.
4. The laws of the State of Colorado as to interpretation and performance shall govern this Agreement. Each party has had the opportunity to be represented by independent counsel of its own choice throughout all negotiations preceding execution of this Agreement and addenda to this Agreement, the parties agree that the terms of this Agreement shall be given a neutral interpretation and any ambiguities or uncertainty in the Agreement shall not be construed against either party.
5. This Agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless done in writing and signed by both parties. This Agreement shall supersede, replace and take precedence over any prior oral or written agreements regarding the subject matter hereof between the parties hereto, and shall not be modified, altered, changed or amended in any respect unless done in writing and signed by both parties.



INDEPENDENT CONTRACTOR PACKET

6. This Agreement shall bind and inure to the benefit of the respective heirs, representative, successors and assigns of the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other, which consent may be withheld for any reason or no reason.

7. Any and all notices between the parties hereto shall be in writing and shall be deemed duly served when personally delivered to the party or, in lieu of such personal service, one (1) day after deposit in the United States Mail certified mail, return receipt requested, and addressed to such party at the address shown above.

8. Time is of the essence in the Agreement, both as to the terms and the services to be rendered hereunder.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. For purposes of this Agreement, the facsimile or scanned signatures of any party hereto shall constitute and be deemed an original signature.

IN WITNESS WHEREOF, authorized representatives of the parties to this Agreement have executed it, including the associated Exhibits, incorporated as a part of this Agreement, on this ___ day of _____, 20__.

CARRIER

CONTRACTOR

Transpro, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title



INDEPENDENT CONTRACTOR DOCUMENT CHECKLIST

- Completed W-9 Form
- Completed Payment Type Election Form
- Completed Payment Terms Agreement
- Certificate of Insurance, naming Transpro, Inc. as Additional Insured
- Certificate of Worker's Compensation Insurance (if you have more than 1 truck)
- Declaration of Independent Contractor Status (if you are an owner-operator)
- Documentation of USDOT number
- Documentation of MC number
- Completed Contractor Information Form
- Trailer Lease Agreement (if applicable)

Use this checklist to make sure you are preparing all the required forms. Once you have everything on this checklist, you can drop it by our office or scan and email it to contractors@burgenertrucking.com.



IDENTIFICATION OF INDEPENDENT CONTRACTOR INFORMATION
CONTACT INFORMATION

Company Name: _____

Mailing Address: _____

Federal ID Number: _____

Federal Motor Carrier (MC) Number: _____

DOT Number: _____

Are you apportioned and licensed to work in other states? [] Yes [] No

Primary Contact: _____

Primary Phone #: _____

Alternate Contact: _____

Alternate Phone #: _____

Email Address: _____

VEHICLE INFORMATION

Number of Trucks: _____

Do you have your own trailers? [] Yes [] No

Please check all that apply:

Table with columns: Blower, Wet Kit, PTO, Types and number of Trailers (if applicable). Rows for Truck 1 through Truck 5 with checkboxes and trailer type options like Pneumatic, Belly Dump, Side Dump, End Dump, Flatbed, Lowboy.

IC Initials: _____



PAYMENT TYPE ELECTION

_____, (Contractor) enter into this payment agreement with Transpro Burgener Trucking (Company) and elect to have settlement payments from the Company be made via:

Method:

- Paper Check
- ACH Transfer

ACH AUTHORIZATION (Please read carefully before signing)

By signing this form you agree: to all conditions/fees imposed by your bank for all designated actions; you are allowed to make deposits into checking and savings accounts. Attach a voided check for verification of the ACH bank routing number and bank account number for the account listed below. Please allow one calendar week for the ACH transfer to begin. If you change banks or accounts, you are fully responsible for immediately notifying the Company of the change. I authorize and agree that in the event the Company deposits funds erroneously into my account, the Company may debit my account for an amount not to exceed the original amount of the erroneous credit.

Account Holder Name: _____ Date: _____

Bank Name: _____

City: _____ State: _____ Phone: _____

ABA Routing Number: _____

Account Number: _____

Type of Account:

- Checking Account
- Savings Account

Signature: _____

Date: _____



PAYMENT TERMS AGREEMENT

_____, (Contractor) enter into this payment agreement with Transpro Burgener Trucking (Company) and elect to have settlement payments from the Company be made with the following terms:

Standard Terms (45 Days)

Settlement payments are made weekly for the previous week (Sunday through Saturday). If you elect Standard Payment Terms, you understand and agree that Transpro Burgener Trucking will send you a check or ACH transfer so that you receive it approximately 45 days after the end of the week for which services were rendered. Election periods run from July 1 through December 31 and January 1 through June 30. Once an election has been made, it cannot be changed until the next election period. If no decision is made for subsequent election periods, payment terms will revert to Standard Terms (45 days).

Quick Pay / Factoring Terms (7 days)

For Quick Pay terms, we will settle your payment for any given Sunday-Saturday period on the following Wednesday. We process ACH transactions with our bank that day; however, depending on your bank’s policies, you may have the funds available the same day (Wednesday) or the following day (Thursday). If you elect Quick Pay Terms, you understand and agree that Transpro Burgener Trucking will automatically factor all settlement payments for the entire election period. Election periods run from July 1 through December 31 and January 1 through June 30. Once an election has been made, it cannot be changed until the next election period. If no decision is made for subsequent election periods, payment terms will revert to Standard Terms (45 days). **If you elect Quick Pay Terms, you understand that you will pay a fee of 4.5% of your total settlement, and that fee will be netted against your settlement payment.**

Enrollment Period (select one):

- July – December, 2015
- January – June, 2016

Signature

Date



Print Name and Title

TRAILER USAGE FORM

Trailer Description

Unit Number: _____
 Trailer Type: _____
 Make: _____
 Model: _____
 Year: _____
 VIN Number: _____
 Plate Number: _____

Trailer Check-Out Information

	Yes	No	
Photo Taken?	<input type="checkbox"/>	<input type="checkbox"/>	
Current Registration?	<input type="checkbox"/>	<input type="checkbox"/>	
Hotline?	<input type="checkbox"/>	<input type="checkbox"/>	
Product Hoses?	<input type="checkbox"/>	<input type="checkbox"/>	Number of Hoses _____

This form is governed by the terms of the Independent Contractor Agreement specifically, but not limited to, Section 6. Contractor agrees to pay a fee equal to 10% of the settlement amounts for services completed for the Carrier as a fee to utilize Carrier's trailers. Contractor also agrees to the maintenance and inspection requirements contained in Section 6 of the Agreement.

Signature: _____

Date: _____

Name & Title: _____

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 2.	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	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										

or

Employer identification number										

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Declaration of Independent Contractor Status Form

We certify UNDER PENALTY OF PERJURY that: (name and trade name) _____
performing (type of work) _____
Social Security or Federal Employer Identification # _____
Address: _____ Phone: _____
is an independent contractor (IC) and is not an employee of the following policyholder (PH): _____
Address: _____ Policy # _____ Phone: _____

We also certify, by OUR initials WHERE APPLICABLE, that the above business for which the above individual performs services meet the following criteria:

- IC ____ PH ____ 1. The business DOES NOT require the individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period);
- IC ____ PH ____ 2. The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC ____ PH ____ 3. The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC ____ PH ____ 4. The business DOES NOT terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC ____ PH ____ 5. The business DOES NOT provide more than minimal training for the individual;
- IC ____ PH ____ 6. The business DOES NOT provide tools or benefits to the individual (except that materials and equipment may be supplied);
- IC ____ PH ____ 7. The business DOES NOT dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC ____ PH ____ 8. The business DOES NOT pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC ____ PH ____ 9. The business DOES NOT combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly.

CERTIFICATION BY INDEPENDENT CONTRACTOR

THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE:

- WILL NOT BE ENTITLED TO ANY WORKERS' COMPENSATION BENEFITS IN THE EVENT OF INJURY.**
- IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES FOR THE BUSINESS.**
- IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES.**

Independent Contractor Signature _____ Title _____ Social Security # _____
STATE OF COLORADO, COUNTY OF _____
Subscribed and sworn before me by _____ this ____ day of _____, _____
Commission expires: _____

NOTARY PUBLIC

Acceptance of the Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations.

CERTIFICATION BY BUSINESS

I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.

Signature _____ Title _____
STATE OF COLORADO, COUNTY OF _____
Subscribed and sworn before me by _____ this ____ day of _____, _____
Commission expires: _____

NOTARY PUBLIC