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**INDEPENDENT CONTRACTOR**

# OWNER/OPERATOR AGREEMENT

This Independent Contractor Owner/Operator Agreement (the “Agreement”) is made as of this

\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between ELITE LOGISTIC SERVICES, LLC., ( aka “COMPANY”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“OWNER/OPERATOR”), for the provision by OWNER/OPERATOR of certain services to COMPANY as further defined in this Agreement.

# RELATIONSHIP OF THE PARTIES

1. It is expressly agreed that OWNER/OPERATOR shall always be acting as an independent contractor during the performance of any services arising under this Agreement, and further that this Agreement does not constitute, and shall not be construed as constituting or creating, an employer/employee relationship between OWNER/OPERATOR and COMPANY. Under no circumstances is OWNER/OPERATOR an agent of COMPANY, and OWNER/OPERATOR has no authority to bind COMPANY in any manner.

1. OWNER/OPERATOR is solely responsible for the means and methods of carrying out its services under this Agreement. OWNER/OPERATOR warrants and represents that OWNER/OPERATOR is in business for itself, has invested in its own equipment, is regularly engaged in providing the types of services being provided hereunder, and is available to provide the same or similar services to other companies or enterprises.

1. OWNER/OPERATOR shall report and pay in a timely fashion all necessary amounts for worker’s compensation insurance, federal and state taxes, unemployment insurance, social security, and other withholdings or insurances for itself and its employees, which includes any individual providing services on behalf of OWNER/OPERATOR to COMPANY under this Agreement. OWNER/OPERATOR agrees to indemnify, defend and hold harmless COMPANY, its owners, affiliated companies, employees, agents and representatives, from any and all claims, demands, damages, suits, losses, liabilities, causes of action, costs and expenses (including reasonable attorneys’ fees) arising out of OWNER/OPERATOR’s failure to comply with the terms of this paragraph. The foregoing statement shall survive the termination of this Agreement and the provision of services by OWNER/OPERATOR to COMPANY under this Agreement.

1. In connection with the services performed under this Agreement, it is the policy of

COMPANY and, by operation of this Agreement, a requirement of OWNER/OPERATOR to observe and comply with the Civil Rights Act (Title VII) of 1964, the Federal Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Executive Order 11246, the Veterans Re-Adjustment Act of 1974, American Disability Act of 1992 and all applicable and pertinent regulations related thereto, the basic requirements of which prohibit discriminating against any individual because of race, color, sex, religion, national origin, age or handicap. OWNER/OPERATOR shall take affirmative action to hire employees without regard to race, creed, color, sex, religion, national origin, age, handicap, or other protected class, or because he/she is a veteran or disabled veteran in regard to any position for which the employee or applicant for employment is qualified. The aforesaid provisions shall include, but shall not be limited to, employment, promotion, demotion, transfer, layoff or termination, rates of pay or other forms of compensation. OWNER/OPERATOR agrees to indemnify, defend and hold harmless COMPANY, its owners, affiliated companies, employees, agents and representatives, from any and all claims, demands, damages, suits, losses, liabilities, causes of action, costs and expenses (including reasonable attorneys’ fees) arising out of OWNER/OPERATOR’s failure to comply with the terms of this paragraph.

1. COMPANY maintains a strong commitment to provide a safe workplace and to establish policies promoting high standards of health and safety. In keeping with this commitment, it is COMPANY’s intent to maintain a drug/alcohol free workplace for all employees, contractors and visitors. OWNER/OPERATOR agrees to exclude from COMPANY jobsites, premises and work areas any illegal and unauthorized drugs, controlled substances and alcohol. Any OWNER/OPERATOR found in violation of this policy will be removed from COMPANY jobsites, premises and work areas immediately and when appropriate, such individuals will be reported to the proper law enforcement agencies.

# NON-EXCLUSIVE ARRANGEMENT

A. This Agreement shall not constitute an exclusive arrangement and COMPANY retains the right to engage other entities and individuals to perform and render any type of services, including services of the same type then being performed by OWNER/OPERATOR. Similarly, because OWNER/OPERATOR is regularly engaged in providing the type of services it is providing to COMPANY, this Agreement does not preclude OWNER/OPERATOR from providing the same or similar type of services to other entities and individuals; provided, however, that it is expressly understood as to any project to which OWNER/OPERATOR is introduced or performs services through COMPANY, OWNER/OPERATOR shall not obtain additional work for that project except through COMPANY.

# INSURANCE

A. Prior to the commencement of services under this Agreement, OWNER/OPERATOR shall provide COMPANY with a Certificate of Insurance in accordance with COMPANY’s Certificate of Insurance Form Guidelines attached as Exhibit “A” to this Agreement. OWNER/OPERATOR shall maintain the required insurance during all times that OWNER/OPERATOR is providing services to COMPANY under this Agreement.

# LICENSES/PERMITS/INSPECTIONS

1. OWNER/OPERATOR shall comply with all federal, state and local laws governing interstate and intrastate trucking as well as all other laws, regulations, requirements, and licensing required to operate its trucking business in the states in which OWNER/OPERATOR conducts business.

1. OWNER/OPERATOR acknowledges and agrees that: (i) all vehicle and other inspections required by law are current and that all vehicles are roadworthy and in proper working condition; (ii) all vehicles are equipped with the proper and current vehicle registration(s), tag(s) and sticker(s) required by law; (iii) any OWNER/OPERATOR driver, operator or other employee or agent operating an OWNER/OPERATOR vehicle shall at all times physically possess and maintain the proper licensing documents required by law to operate the vehicle including, but not limited to, documentation proving the driver or operator has proper Commercial Driver’s License (“CDL”), Department of Transportation (“DOT”) and/or other required credentials, and that all vehicle drivers and operators comply with the requirements of the Federal Motor Carrier Safety Administration (“FMCSA”) regulations; (iv) that all vehicles utilized on COMPANY projects are equipped with an automatic tarp system; (v) that all vehicles on COMPANY projects are equipped with a working back-up warning device; and (vi) that all vehicles on COMPANY projects are equipped with a “body stop” that is utilized at all times when performing any work or maintenance on the vehicles.

1. OWNER/OPERATOR agrees that the use or possession of firearms while performing services for COMPANY is prohibited. In addition, no OWNER/OPERATOR may use any hand held cell phone or other electronic device while actively providing services for COMPANY under this Agreement.

# INDEMNITY

1. To the fullest extent permitted by law, OWNER/OPERATOR agrees to defend, indemnify, protect and hold harmless COMPANY, its affiliated companies, members, employees, agents and representatives, as well as any additional individuals and entities COMPANY is required to defend, indemnify and hold harmless under the contract documents or other laws applicable to the project (the “Indemnified Parties”), from and against any claim, demand, lawsuit, damage, loss, cost, expense, and/or other liability (including costs and attorneys’ fees, and including costs and attorneys’ fees incurred to enforce this indemnity obligation), caused by, arising out of, in connection with, or resulting from the performance of the OWNER/OPERATOR’s services under this Agreement, where any such claim, demand, lawsuit, damage, loss, cost, expense or other liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused by or arises in whole or in part, from any negligent or non-negligent act or omission of OWNER/OPERATOR or any of its agents, employees, subcontractors or others; provided, however, OWNER/OPERATOR’s duty hereunder shall not arise if such claim, demand, lawsuit, damage, loss, cost, expense, and/or other liability is caused by the sole negligence of a party indemnified hereunder.

1. OWNER/OPERATOR’s obligation hereunder shall not be limited by the provisions of any workers’ compensation or similar act. Should any individual or entity assert a claim or institute a suit, action, or proceeding against COMPANY or other Indemnified Parties involving the manner or sufficiency of the performance of the services under this Agreement, OWNER/OPERATOR shall upon the request of COMPANY or other Indemnified Parties promptly assume the defense of such claim, suit, action or proceeding at OWNER/OPERATOR’s expense, and shall use legal counsel acceptable to COMPANY. To the fullest extent permitted by law, OWNER/OPERATOR shall indemnify and hold harmless COMPANY and the other Indemnified Parties from and against any liability, loss, damage, or expense (including costs and attorneys’ fees, and including costs and attorneys’ fees incurred to enforce this indemnity obligation) arising out of or related to such claim, suit, action or proceeding. Nothing in this paragraph shall be construed to require any indemnification which would make this paragraph void or unenforceable or to eliminate or reduce any indemnification or rights which COMPANY or the other Indemnified Parties have by operation of law. If OWNER/OPERATOR is a sole proprietor and elects not to procure workers’ compensation insurance because such coverage is not required by law, then OWNER/OPERATOR agrees to waive all rights of recovery and forever release COMPANY and the Indemnified Parties for any injuries or damages incurred by OWNER/OPERATOR regardless of cause.

1. The indemnity obligations set forth in this Agreement are continuing and shall survive the termination of this Agreement.

# RATE/PAYMENT

1. COMPANY will quote OWNER/OPERATOR a rate of pay, and COMPANY agrees to pay OWNER/OPERATOR the quoted rate of pay for the services rendered under this Agreement. Payment shall at all times be governed by the terms and conditions of COMPANY’s standard form driver/operator invoices, together with appropriate rental tickets or other supporting backup documentation as required by COMPANY. The terms and conditions contained in COMPANY’s standard form driver/operator invoices are incorporated by reference into this Agreement.

1. All payments for services rendered under this Agreement shall be conditioned upon OWNER/OPERATOR or its employees/representatives obtaining approved signatures by COMPANY on the appropriate rental tickets or other supporting backup documentation required by COMPANY. It is the responsibility of the OWNER/OPERATOR to ensure that appropriate rental tickets or other supporting backup documentation required by COMPANY is properly completed before submission of payment request documents to COMPANY.

1. COMPANY’S payable week runs from Sunday through Saturday. COMPANY will disburse all checks on the following Friday. All appropriate rental tickets or other supporting backup documentation required by COMPANY must be received by COMPANY on Monday mornings by 9:00 AM. All appropriate rental tickets or other supporting backup documentation required by COMPANY over fourteen (14) days old will not be honored for payment until payment is received by COMPANY under the contract documents applicable to the project. It is the responsibility of OWNER/OPERATOR to communicate these rules to its employees/representatives.

1. OWNER/OPERATOR shall furnish an executed Affidavit and Release of Liens in the form attached as Exhibit “B” to this Agreement as a condition precedent to every payment due and owing under this Agreement.

# ACCIDENTS/MOVING VIOLATIONS

1. OWNER/OPERATOR shall immediately notify and thereafter furnish a full and complete report to COMPANY’s dispatch office of any accidents, injuries or moving violations involving OWNER/OPERATOR or its employees, representatives, drivers, operators, subcontractors or other personnel that occur while services are rendered under or incidental to this Agreement. OWNER/OPERATOR shall provide the date, time, and location of the incident, together with other relevant information including, but not necessarily limited to, identification of the project and customer, identification of the vehicles and subjects involved and, if possible, photographs of damages when reporting and furnishing its full and complete report to COMPANY.

1. COMPANY will not be responsible or held liable for any lost time or damages resulting from accidents, moving violations, or other circumstances regardless of how caused. COMPANY will not reimburse OWNER/OPERATOR for any speeding or other traffic citations.

1. OWNER/OPERATOR shall conduct the services arising under this Agreement strictly in compliance with all applicable federal, state and local laws, ordinances and regulations. In addition, OWNER/OPERATOR shall comply with all safety and environmental rules and procedures, as well as all jobsite rules and procedures, promulgated by COMPANY and its customers.

# RELEASE

A. OWNER/OPERATOR, for itself and its owners, heirs, successors, assigns, administrators, representatives, employees, agents, and all other persons claiming by or through it, hereby unconditionally waive and release all claims, rights, and demands of any nature whatsoever against COMPANY including, without limitation, those arising out of any tax liability, unemployment claim, workers’ compensation claim, accident or any other tort, statute and/or other legal claim which could in any way derive from or arise out of OWNER/OPERATOR’s performance of any services to or on behalf of COMPANY.

# ATTORNEY’S FEES

A. OWNER/OPERATOR shall be responsible for all costs and attorneys’ fees incurred by COMPANY to enforce the terms of this Agreement including, without limitation, those fees and costs incurred in connection with legal action taken between COMPANY and any third-party as a result of OWNER/OPERATOR’s acts or omissions.

# ORAL STATEMENTS

A. No oral statement shall modify or otherwise affect the terms and conditions stated in this Agreement. All modifications to this Agreement must be made in writing and signed by

OWNER/OPERATOR and COMPANY.

# ACKNOWLEDGEMENT

A. OWNER/OPERATOR acknowledges that OWNER/OPERATOR has read this Agreement in its entirety and understands all of its terms and conditions, and has had the opportunity to consult with legal counsel of OWNER/OPERATOR’s choice regarding this Agreement.

# AUTHORITY

A. By signing this Agreement, the undersigned fully accepts and understands all of the above requirements of an independent contractor and that the undersigned has the authority to bind OWNER/OPERATOR to this Agreement.

# ADDITIONAL PROVISIONS

A. Additional terms and conditions are attached as Exhibit “C” to this Agreement and are incorporated into this Agreement as if fully set forth herein.

**OWNER/OPERATOR:**

OWNER/OPERATOR NAME:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ELITE LOGISTIC SERVICES, LLC.**

By: Julian Dozier, President & CEO

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

# Certificate of Insurance Form Guidelines

OWNER/OPERATOR shall provide insurance as follows:

1. Workers Compensation and Employers Liability:
   1. Statutory Workers Compensation (including occupational disease) in accordance with the laws of the state in which the work is performed, including the Other States Endorsement, if applicable.
   2. Employers Liability Insurance with $500,000 in limits for each of the following exposures: bodily injury by accident (each accident); bodily injury by disease (policy limit), bodily injury by disease (each employee).
   3. Waiver of Subrogation in favor of all parties referenced in 2 below.
2. Commercial Automobile Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least $1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. Endorsement naming COMPANY and its affiliated companies, members, employees, agents and representatives, as well as any additional individuals and entities COMPANY is required to insure on the project (to the extent applicable), and any other entity as required by COMPANY as Additional Insureds, with the exception of umbrella insurance policies.
3. Umbrella and/or excess liability policies may be used to comply with Auto Liability and Employers Liability limits shown above.
4. A Certificate of Insurance naming **Elite Logistic Services, LLC.,** (COMPANY) as additional insureds, and indicating the minimum coverages applicable as stated above. Cancellation, non-renewal or material modification in any policy must be submitted, approved, and available to COMPANY prior to commencement of services in the Agreement. Certificates of Insurance must also contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to COMPANY. COMPANY shall not make any payment to OWNER/OPERATOR until proper evidence of insurance is received by COMPANY.
5. Submit certificate to accounting at COMPANY.

A Certificate of Insurance, when submitted to COMPANY, constitutes a warranty by OWNER/OPERATOR that:

A. With respect to the Excess Liability Insurance, the following policies are scheduled as primary:

* Automobile Liability
* Employers Liability

1. The insurance policies for all OWNER/OPERATOR insurance shall include a waiver of subrogation as follows:

“It is agreed that in no event shall \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have any right of recovery against **ELITE LOGISTIC SERVICES LLC.,/COMPANY** and/or any other additional insured applicable to the underlying Agreement requiring this policy.”

1. The insurance policies shown are endorsed to be primary as respects any other insurance available to any Additional Insured.
2. All insurance carriers must: (i) be licensed in the State where the Project is located; and (ii) be rated at least A in Best's.
3. The OWNER/OPERATOR shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by OWNER/OPERATOR. The requirement to secure and maintain such insurance is solely for the benefit of OWNER/OPERATOR. Failure of OWNER/OPERATOR to secure such insurance or to maintain adequate levels of coverage will release COMPANY, its affiliated companies, members, employees, agents and representatives, as well as any additional individuals and entities COMPANY is required to insure on the project (to the extent applicable), from any liability. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as additional insureds under this Agreement.
4. Any person that drives, operates, maintains, or works for an independent trucking company or independent contractor must be covered by their own policies, regardless of whether such person(s) is/are a Sole Proprietorship(s), Partnership(s), or Officer(s) of a Corporation.

**EXHIBIT “B”**

# AFFIDAVIT AND RELEASE OF LIENS

1. The undersigned, to support its entitlement to the requested payment identified herein, and for and in consideration of the prior and current payments made by ELITE LOGISTIC SERVICES, LLC., and/or its related entities, affiliates, subsidiaries and assigns (collectively referred to as “COMPANY”), to the undersigned, or to an owner, officer, employee, subcontractor or supplier of the undersigned for labor, materials, equipment, and/or services rendered or performed for COMPANY by or through the undersigned prior to, up to and including the date of this Affidavit and Release of Liens, hereby warrants, affirms, and certifies as follows:

* + 1. Payment in the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, plus any prior payments received by the undersigned prior to the date of this Affidavit and Release of Liens, represents the total value of the labor, materials, equipment, and/or services rendered by or through the undersigned for which payment is due prior to, up to and including the date of this Affidavit and Release of Liens, between the undersigned and COMPANY, including all (a) labor, materials, equipment, and/or services expended and performed on behalf of COMPANY, and (b) any and all clams, other costs, damages, or expenses incurred by the undersigned.

* + 1. The undersigned has received payment in full for all labor, materials, equipment, and /or service rendered or performed for COMPANY by or through the undersigned for which payment is due prior to, up to and including the date of this Affidavit and Release of Liens, and there are no outstanding claims or damages of any nature against COMPANY in connection with the work performed by the undersigned.

* + 1. The undersigned certifies that all subcontractors, material men, suppliers, employees, and others with respect to all labor, materials, equipment, and/or services performed and/or rendered by the undersigned have been paid in full prior to, up to and including the date of this Affidavit and Release of Liens including, but not limited to, all benefits, funds, insurance, workman’s compensation insurance, applicable state, federal and local taxes, applicable fees, duties and other like charges. The undersigned further warrants and guarantees that no individual, corporation or other entity has filed, can properly file, or has been assigned any right by the undersigned to file any claim enumerated in this Affidavit and Release of Liens against COMPANY. The undersigned further certifies that it has complied with all applicable federal, state, and local taxes, codes ordinances, and regulations applicable to work performed by the undersigned.

* + 1. The undersigned has the right, power and authority to execute this Affidavit and Final Release of Liens.

1. In consideration of the payment enumerated herein, the undersigned does hereby forever waive and release in favor of COMPANY all rights presently existing or that may hereafter accrue to the undersigned by reason of the labor, materials, equipment, and/or services rendered and/or performed for COMPANY by or through the undersigned prior to, up to and including the date of this Affidavit and Release of Liens, and further does hereby forever waive and release its right to assert any lien upon the land and/or improvements

comprising any project involved with the labor, materials, equipment, and/or services rendered or performed for COMPANY by or through the undersigned.

1. The undersigned hereby agrees to indemnify and hold harmless COMPANY, their lenders, guarantors, successors and assigns, from any and all damages, costs, expenses, demands and suits (including attorney’s fees, consultant fees, accountants’ fees, and any other expenses of litigation) relating to any cause of action, claim (including but not limited to the claims enumerated in this Affidavit and Release of Liens) or lien filing by any individual, corporation, or entity with respect to any (a) labor, materials, equipment, and/or services rendered by or through the undersigned prior to, up to and including the date of this Affidavit and Release of Liens, (b) any rights waived or released herein, and (c) any misrepresentation or breach of any condition, affirmation or warranty made by the undersigned in this Affidavit and Final Release of Liens. Upon the request of COMPANY, the undersigned will undertake to defend any such cause of action, claim or lien filing at its sole cost and expense.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Company

Signature

PRINT NAME AND TITLE

**EXHIBIT “C”**

**ADDITIONAL TERMS AND CONDITIONS**

* 1. Any OWNER/OPERATOR truck receiving an overweight citation must furnish both the citation, as well as the appropriate rental tickets or other supporting backup documentation required by COMPANY, to COMPANY dispatch within forty-eight (48) hours of receiving any overweight citation. Notify the job foreman immediately upon your return to the job that loaded your truck. No overweight citation should be paid prior to speaking with COMPANY’s Safety Manager, Dispatch, or other designated COMPANY personnel.

* 1. Any OWNER/OPERATOR truck stopped for an overweight violation that is given the option of shifting the load from one axle to another must do so. All OWNER/OPERATOR trucks must be able to scale the maximum allowable weight for its wheel base:

VA (W/5) MD DC (MUST HAVE DC TAGS)

Tri-axle 57,500 70,000 65,000

Quad-axle 61,500 70,000 65,000

Trailer 80,000 80,000 80,000

* 1. It is OWNER/OPERATOR’s responsibility to maintain legal tags on your vehicle(s). It is OWNER/OPERATOR’s responsibility to make sure your vehicle(s) are tagged to haul a legal load in the jurisdictions that jobs are set each day. Any ticket that results from a truck that is tagged improperly is the sole responsibility of the OWNER/OPERATOR.

* 1. All OWNER/OPERATOR trucks must load and dump at locations specified by COMPANY only. Charges for dumping fees to COMPANY’s accounts can only be made with daily authorization from COMPANY’s dispatch office.

* 1. Any OWNER/OPERATOR truck caught “short dumping” is subject to job termination, and will be totally responsible for material dumped. If OWNER/OPERATOR truck starts at one location and the customer requests you go to another job, you must notify COMPANY’s dispatcher before changing jobs. Any OWNER/OPERATOR truck that is down or will be late must notify COMPANY’s dispatcher before the assigned job is scheduled to start.

* 1. Any OWNER/OPERATOR truck not on the job within thirty minutes of start time will have another truck dispatched to replace it. In the event of rain or snow, you must check in with COMPANY’s dispatcher before reporting to the job. If rain or snow begins during the day OWNER/OPERATOR must contact COMPANY’s dispatch office. OWNER/OPERATOR is expected to remain at work site until all work has been completed.

All OWNER/OPERATORS must check-in with COMPANY’s dispatcher each afternoon.

* 1. All OWNER/OPERATOR TICKETs must have the following information in order to process payment:

* + 1. Customer Name
    2. PO#, when required. **When subcontracting, every Ticket must have a PO#. It should be written under the “Location” section of the Ticket.**
    3. Date
    4. Location
    5. Start/Stop Time and Hours
    6. Load Count
    7. Job Number – **This number must be on every Ticket**. It should be written on the upper left-hand corner of each Ticket.

* 1. Every Ticket must be signed by the job foreman or timekeeper/load counter. If for some reason (breakdown, accident, illness, pulled from job) you are not able to have the Ticket signed, give the Ticket to another driver to get it signed for you.

* 1. If you work through lunch, it must be noted on the Ticket and initialed by the job foreman/timekeeper. Otherwise, you cannot be paid for this time.

* 1. All dump truck beds must be empty of any and all trash before performing work on a COMPANY job. If any trash (oil jugs, tires, soda cans, fast food containers or previous day’s material) is dumped on a job, the OWNER/OPERATOR will be responsible for all costs for the cleanup and disposal of all such material.