

Application by Independent Trucking Contractor

(Name) _____

This application is made at Columbus, Ohio, this _____ day of _____, _____ by _____, hereinafter called the HAULER, to THE JONES FUEL COMPANY for work as it is available for hauling sand, gravel, and other materials.

The general conditions of this application are applicable to all specific jobs offered by THE JONES FUEL COMPANY and undertaken by the HAULER but each job is to be considered a specific contract which may be cancelled by THE JONES FUEL COMPANY if the conditions below are breached or if the representations made by the HAULER are false.

The HAULER represents that it is an independent trucking contractor with its own place of business at _____ and owns or has access to _____ dump truck(s) and employs _____ drivers.

The HAULER represents that it is an authorized Ohio intrastate property motor carrier for hire and that it is the holder of Public Utilities Commission of Ohio Certificate Public Convenience and Necessity Number _____-P. The HAULER further represents that it will immediately notify THE JONES FUEL COMPANY if said Certificate is suspended or revoked and that HAULER will display its name and Certificate of Public Convenience and Necessity Number on its dump trucks in compliance with applicable laws and regulations.

If the HAULER hires any drivers for its trucks, it certifies that it currently has in effect workers' compensation coverage for these drivers as evidenced by certificate of premium payment for risk number _____ for the period from _____ to _____.

If the HAULER is a partnership, limited liability company or a sole proprietorship and desires coverage under the Workers' Compensation Act, it understands that it must do so in accordance with 4123.01(A)(2)(b), Ohio Revised Code, by serving written notice to the Industrial Commission of Ohio of the person to be of the person to be covered and paying a premium for compensation coverage.

HAULER agrees to indemnify, release, and hold harmless THE JONES FUEL COMPANY, its agents and employees, from any and all claims, damages, fines, civil forfeitures, assessments, losses or expenses, including attorney fees, arising out of or caused by the use, operation or maintenance of motor vehicles by HAULER, its drivers, helpers or laborers, in performing its obligations and, at the request of THE JONES FUEL COMPANY, HAULER agrees to assume responsibility for defending THE JONES FUEL COMPANY from any actions or suits threatened of filed in connection therewith. compensation coverage.

The HAULER represents that it has automobile liability insurance issued by _____, valid until _____, _____, with liability limits of not less than \$1,000,000 combined single limit for each accident or occurrence. It is understood that this insurance will be primary insurance with respect to losses arising out of the use of said equipment for the account of THE JONES FUEL COMPANY. HAULER will add THE JONES FUEL COMPANY as an insured under the insurance policy mentioned above and furnish a Certificate of Insurance along with a copy of the appropriate endorsement indicating The Jones Fuel Company is an additional insured. You are required to send a copy of the Form "E" Certificate, which is proof of liability coverage provided, to the PUCO by your insurance carrier. FUEL COMPANY from any actions or suits threatened of filed in connection therewith. compensation coverage.

The HAULER agrees to provide transportation services for the account of THE JONES FUEL COMPANY from time to time as needed. It is specifically understood that the HAULER is an independent trucking contractor and THE JONES FUEL COMPANY will not provide to the HAULER or its employees, and is in no way liable to provide, the benefits provided for its own regular employees, such as equipment, uniforms, vacation, holiday and sick pay, overtime, coffee breaks, federal, state, and city withholding, seniority, pensions, hospitalization, and such other fringe benefits as THE JONES FUEL COMPANY may provide to its employees from time to time. Neither HAULER nor its employees need "clock in" or commence or terminate jobs at the premises of THE JONES FUEL COMPANY as is required of THE JONES COMPANY employees.

The HAULER specifically agrees that it is to furnish its own truck or trucks, equipment, gas, fuel, oil, lubricants, licenses, and all other items deemed necessary by HAULER to complete a specific joib, and to maintain same at its own expense and at its own place of business.

THE JONES FUEL COMPANY and HAULER agree that each load constitutes a separate contract and that any load may be refused by HAULER.

The HAULER agrees to pay the State Industrial Insurance, Social Security, Withholding Tax and any other lawful taxes as may be levied by taxing bodies pertaining to HAULER and HAULER'S employees.

THE JONES FUEL COMPANY agrees to pay HAULER either by the trip, per hour, or per ton as agreed upon by THE JONES FUEL COMPANY and the HAULER prior to the undertaking of each specific job. THE JONES FUEL COMPANY agrees to pay HAULER the sum agreed upon within fifteen (15) days after submission to THE JONES FUEL COMPANY of the subject delivery receipts and, if applicable, mileage receipts.

HAULER agrees to comply with all applicable "Federal Motor Carrier Safety Regulations" and provide to THE JONES FUEL COMPANY:

1. Verification HAULER and drivers are in random drug testing program
2. Name and address of the program
3. Verification that program conforms with D.O.T. regulations
4. Verification that HAULER and drivers are qualified under those rules
5. Date HAULER and driver were last tested

HAULER

Signed: _____

Federal I.D. # or S.S. #: _____

Driver Name: _____

Driver License #: _____

D.O.T. Physical Date: _____

Phone Number: _____

License Plate #: _____

Federal I.D. # or S.S. #: _____

Driver Name: _____

Driver License #: _____

D.O.T. Physical Date: _____

Phone Number: _____

License Plate #: _____

Federal I.D. # or S.S. #: _____

Driver Name: _____

Driver License #: _____

D.O.T. Physical Date: _____

Phone Number: _____

License Plate #: _____

Federal I.D. # or S.S. #: _____

Driver Name: _____

Driver License #: _____

D.O.T. Physical Date: _____

Phone Number: _____

License Plate #: _____

JONES FUEL CO,

Signed: _____