

669 Marina Drive
Suite A-5
Charleston, SC
29492



Ph 843-352-2834
Fax 843-352-2837
DOT # 2061716

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COMMERCIAL DRIVER AGREEMENT

(Please Print- Use Black or Blue Ink)

We consider applicants for all positions without regard to RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, MARITAL STATUS, VETERAN STATUS, DISABILITY, or any other legally protected status.

Signature of Commercial Driver _____
Date

Name _____ Phone (____) _____

Date of Birth _____ Social Security Number _____

Current Address _____
Street City State Zip

Previous 3 years: _____
Address City State Zip

Address City State Zip

WHEN CAN YOU BEGIN DRIVING? _____

ARE YOU LEGALLY ELIGIBLE TO BE A COMMERCIAL DRIVER IN THE U.S? — () YES () NO;
IF NO EXPLAIN: _____

HAVE YOU EVER BEEN A COMMERCIAL DRIVER FOR OUR COMPANY? — () YES () NO;
IF YES, PROVIDE MONTH AND YEAR _____

HAVE YOU EVER BEEN CONVICTED OF A FELONY? — () YES () NO; IF YES EXPLAIN AND GIVE
DETAILS _____

HAVE YOU EVER TESTED POSITIVE FOR CONTROLLED SUBSTANCES? — () YES () NO

IN CASE OF AN EMERGENCY NOTIFY: _____
Name Relation Phone number

REQUIRED DOCUMENTS FOR COMMERCIAL DRIVER AGREEMENT

1. COPY OF CDL
2. COPY OF SOCIAL SECURITY CARD
3. COPY OF LONG FORM PHYSICAL
4. COPY OF MEDICAL CARD

If additional space is required, the commercial driver can use a blank sheet of paper and attach it to this agreement.

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LIST ALL DRIVER LICENCES HELD IN THE PAST THREE (3) YEARS

STATE	LICENSE NUMBER	TYPE	EXPIRATION DATE

Has your license ever been suspended or revoked? — () Yes () No;
If yes, explain, _____

Have you ever been convicted of driving under the influence of alcohol or drugs? — () Yes () No;
If yes, When? _____

ACCIDENT RECORD

LIST ALL ACCIDENTS YOU HAVE BEEN INVOLVED IN WHILE OPERATING A COMMERCIAL VEHICLE, CAR, MOTORCYCLE, OR OTHER MOTORIZED VEHICLE. INCLUDE ALL ACCIDENTS WHETHER AT FAULT OR NOT AT FAULT IN THE PAST 10 YEARS (IF NONE WRITE NONE) AND ANY PROPERTY DAMAGE.

DATE	TYPE	NATURE OF ACCIDENT (head-on, rear end, upset, etc.)	WERE YOU AT FAULT	FATALITIES	INJURIES	AMOUNT OF PROPERTY DAMAGE

TRAFFIC CONVICTIONS AND FORFEITURES

LIST ALL TRAFFIC CONVICTIONS, FORFEITURES OR SUSPENSIONS OF A LICENSE IN A MOTOR VEHICLE (OTHER THAN PARKING) FOR THE PAST 10 YEARS (IF NONE, WRITE NONE)

DATE	LOCATION	CHARGE	PENALTY

Circle highest grade completed 1 2 3 4 5 6 7 8 9 10 11 12 College: 1 2 3 4

Driver School / Trade School? () Yes () No;
If yes, Name of School? _____

Last school attended _____
Name Address

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DRIVING RECORD

Begin with your present or most recent job and work backward in order, LISTING YOUR EMPLOYERS FOR THE LAST 10 YEARS. Include all full- and part-time employment. All time must be accounted for including military service, school, self-employment, and periods or unemployment. WE MUST HAVE TELEPHONE NUMBERS FOR ALL EMPLOYERS.

Name: _____ Supervisor: _____
Address: _____ Zip _____ Phone(____) _____
Position Held: _____ From: _____ To: _____
Equipment Operated: _____ US DOT/ MC Number: _____
Was the applicant subject to FMCSRs while employed by this employer? () Yes () No
Was the job designated as a safety sensitive function in any DOT regulated mode subject to alcohol & controlled substances testing requirements as required by 49 CFR part 40? () Yes () No
Reason for Leaving: _____

Name: _____ Supervisor: _____
Address: _____ Zip _____ Phone(____) _____
Position Held: _____ From: _____ To: _____
Equipment Operated: _____ US DOT/ MC Number: _____
Was the applicant subject to FMCSRs while employed by this employer? () Yes () No
Was the job designated as a safety sensitive function in any DOT regulated mode subject to alcohol & controlled substances testing requirements as required by 49 CFR part 40? () Yes () No
Reason for Leaving: _____

Name: _____ Supervisor: _____
Address: _____ Zip _____ Phone(____) _____
Position Held: _____ From: _____ To: _____
Equipment Operated: _____ US DOT/ MC Number: _____
Was the applicant subject to FMCSRs while employed by this employer? () Yes () No
Was the job designated as a safety sensitive function in any DOT regulated mode subject to alcohol & controlled substances testing requirements as required by 49 CFR part 40? () Yes () No
Reason for Leaving: _____

Name: _____ Supervisor: _____
Address: _____ Zip _____ Phone(____) _____
Position Held: _____ From: _____ To: _____
Equipment Operated: _____ US DOT/ MC Number: _____
Was the applicant subject to FMCSRs while employed by this employer? () Yes () No
Was the job designated as a safety sensitive function in any DOT regulated mode subject to alcohol & controlled substances testing requirements as required by 49 CFR part 40? () Yes () No
Reason for Leaving: _____

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DRIVING RECORD Continued

I hereby certify that all questions answered are true to the best of my knowledge. I authorize TRANSPORTATION INC. AGENT GROUP, INC. (hereinafter "MOTOR CARRIER") to contact my former employers, references furnished, and all other sources that they see fit in order to verify the facts and information furnished. I have included in my application documents verifying my citizenship status or ability to legally work in the United States as required by the Immigration Reform Act and Control Act of 1986 and any other applicable laws and regulations.

I understand that a pre-employment physical, including drug screening and breath/alcohol tests, will be used by the MOTOR CARRIER to determine my ability to perform the position for which I am applying. I understand that the completion of this or any other application does not assure me a position with the MOTOR CARRIER or obligate the MOTOR CARRIER in any way.

I hereby understand and acknowledge that unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature, which means that the CONTRACTOR may resign at any time and the MOTOR CARRIER may discharge CONTRACTOR at any time with or without cause. It is further understood that this "at will" work relationship may not be changed unless such change is specifically acknowledged by an authorized executive of the MOTOR CARRIER executed in writing.

I further understand that this application is not, nor is it intended to be, a contract of employment and any employment relationship established between the applicant and the MOTOR CARRIER may be terminated at the will of either the applicant or the MOTOR CARRIER.

Should any work relationship occur, I understand that I am required to abide by all rules and regulations of the MOTOR CARRIER. I understand that any misleading, incorrect, or omitted statements may render this application null and void and, if already leased on, would be cause for immediate termination of work with the MOTOR CARRIER.

I certify that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge. I also understand and agree that any conduct which would have been reason for my discharge may be used against me by the MOTOR CARRIER even if it is acquired after my contract ceases. I agree to submit a urine sample and/or specimen testing including breath/alcohol tests for the purpose of drug/controlled substance screening for pre-employment medical qualifications and thereafter as warranted by TRANSPORTATION INC. AGENT GROUP, INC'S policy and federal regulatory agencies.

I understand that I am a COMMERCIAL DRIVER for the CONTRACTOR Listed in the INDEPENDENT CONTRACTOR OPERATING AGREEMENT and CONTRACTOR agrees and acknowledges by his or her signature herein that CONTRACTOR shall be an INDEPENDANT CONTRACTOR with respect to the transportation operations conducted on behalf of the MOTOR CARRIER at all times during the period this lease is in effect. Neither CONTRACTOR nor its employees are to be considered employees of MOTOR CARRIER at any time. 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. CONTRACTOR has the right to decline any load offered by MOTOR CARRIER, without incurring any negative repercussions, including, but not limited to, monetary penalties, refusal of dispatch, or adverse disciplinary or administrative actions.

X _____
Signature of Commercial Driver

Date

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RELEASE OF INFORMATION

NOTE: THIS DOCUMENT MUST BE RETURNED WITH YOUR COMPLETED AND SIGNED COMMERCIAL DRIVER AGREEMENT.

I hereby acknowledge that **TRANSPORTATION INC. AGENT GROUP, INC.** may request the following information from any prior employer or any of their respective agents and employee's as required by 49 CFR §382.413:

1. Any positive result from a controlled substance or alcohol test and the date of such test; and
2. Any refusals to take a controlled substance test or alcohol test and the date of refusal.

I understand that my refusal to sign this release will disqualify me from obtaining a commercial driving position with **TRANSPORTATION INC. AGENT GROUP, INC.**

I hereby authorize and consent to **TRANSPORTATION INC. AGENT GROUP, INC.** obtain any and all information that may be required regarding my driving experience, personnel record, and/or character without recourse. I understand that if qualified, any misrepresentation or false statement on my **COMMERCIAL DRIVER AGREEMENT** revealed at a later date shall be considered sufficient cause for disqualification or termination. I also understand that this release in no way assures that applicant will be qualified as a **COMMERCIAL DRIVER** for **TRANSPORTATION INC. AGENT GROUP, INC.**

I hereby knowingly and voluntarily release all persons and entities from any and all claims or liabilities for release information described in this form to those identified in the preceding paragraphs.

I certify that I have read, understood and agree to all the provisions of this form.

Signature: _____

Print Name: _____

Date: _____ SS#: _____

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INDEPENDANT CONTRACTOR OPERATING AGREEMENT

This agreement made this _____ day of _____, 20__ between
TRANSPORTATION INC. AGENT GROUP, INC. of Charleston, SC, known as MOTOR CARRIER and
_____ of _____, known as CONTRACTOR.

Whereas, the MOTOR CARRIER, a for-hire MOTOR CARRIER, operating under authority issued by the Interstate Commerce Commission wishes to obtain transportation with equipment it does not own through an agreement with CONTRACTOR.

Whereas, the MOTOR CARRIER and CONTRACTOR desires to enter into an agreement to carry out the foregoing.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. The CONTRACTOR agrees to use all necessary labor to transport, load, and unload on behalf of the MOTOR CARRIER. This shall not be construed as an agreement by the MOTOR CARRIER to furnish any specific number of loads or pounds of freight for transportation by the CONTRACTOR to any particular place.
2. CONTRACTOR to receive _____% or amount agreed on by MOTOR CARRIER Agent and CONTRACTOR of the gross revenue on all loads with the following exceptions.
3. INSURANCE DEDUCTIBLE AND IFTA PROGRAM: *Agent agrees to be liable initials*_____

Weekly INSURANCE DEDUCTIBLE Cost to CONTRACTOR:	\$20.00
Weekly IFTA PROGRAM Cost to CONTRACTOR:	\$10.00

- a) CONTRACTOR agrees to take part in Insurance deductible and IFTA program.
*Contractor's initials*_____
- b) CONTRACTOR agrees a weekly deduction in the amounts above will be taken from CONTRACTORS settlement. CONTRACTOR understand that the deduction will cover all Trailer interchange, Auto & General Liability, and Cargo insurance deductibles NOT resulting from driver's negligence and up to \$250 quarterly for my IFTA fuel taxes and MOTOR CARRIER performed quarterly truck inspections.
*Contractor's initials*_____
- c) CONTRACTOR shall be liable if an accident claim arises out of the CONTRACTOR'S driver's negligence. The full responsibility of the claim will be the CONTRACTORS' responsibility. Failure to adhere to accident procedure policy may result in an additional \$500.00 fine to CONTRACTOR. CONTRACTOR shall be liable for all fines; overweight, and traffic and all other violations.
*Contractor's initials*_____

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d) MOTOR CARRIER shall notify CONTRACTOR no less than two (2) days prior to MOTOR CARRIER performed quarterly truck inspections and CONTRACTOR shall make commercial vehicle available for MOTOR CARRIER performed quarterly truck inspections at MOTOR CARRIER specified location. CONTRACTOR also agrees to immediately remedy any and all maintenance issues noted during MOTOR CARRIER inspection or MOTOR CARRIER will suspend this agreement until all maintenance issues are resolved.

*Contractor's initials*_____

4. CONTRACTOR shall carry workman's compensation and provide verification of such to MOTOR CARRIER.

*Contractor's initials*_____

5. CONTRACTOR shall be personally responsible for paying federal highway use tax and federal income and state income taxes as well as social security taxes. MOTOR CARRIER shall provide to CONTRACTOR by mail or in person those documents showing full and proper performance of the terms of this agreement on each trip. The required documents shall include delivery receipts, bill of ladings, logs, vehicle condition reports and other such evidence of proper delivery.

6. In the event of an accident, the CONTRACTOR will notify MOTOR CARRIER immediately and have the equipment returned to a specified location as designated by the MOTOR CARRIER at the CONTRACTOR'S expense.

7. If, for any reason, an attorney has to be consulted during this contract, the CONTRACTOR agrees to pay any and all attorney's fees.

a) CONTRACTOR and MOTOR CARRIER agree that any action at law or in equity with regard to this Agreement or with regard to any rights, claims, payments, duties, or liabilities thereunder, or regarding the interpretation or construction of any terms of this Agreement, shall be governed by the laws of the State of South Carolina, and any dispute hereunder shall be brought in a court of competent jurisdiction in Berkeley County, South Carolina.

b) In the event that CONTRACTOR files an action against MOTOR CARRIER in any court other than in Berkeley County, South Carolina, CONTRACTOR agrees to reimburse MOTOR CARRIER, upon demand, for MOTOR CARRIER's attorney fees and expenses which it incurs in seeking transfer of such action to Berkeley County, South Carolina, regardless of which party prevails in the action.

8. The CONTRACTOR will furnish his or her base plate. If CONTRACTOR participates in MOTOR CARRIER Plate Program, CONTRACTOR'S final settlement may be held past the 90 days, due to Plate being transferred to another unit.

*Contractor's initials*_____

9. The CONTRACTOR agrees to pay for physical damage and Bobtail insurance.

10. The CONTRACTOR agrees to pay for oil, filters, truck maintenance and repair, tires, and provide a copy of all receipts to MOTOR CARRIER Safety Department.

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11. Upon termination of this contract the final settlement and security deposit will not be paid for ninety (90) days after termination of the contract. This will allow for any charges to be processed by the MOTOR CARRIER.

Contractor's initials _____

12. CONTRACTOR agrees and acknowledges by his or her signature herein that CONTRACTOR shall be an independent CONTRACTOR with respect to the transportation operations conducted on behalf of the MOTOR CARRIER at all times during the period this lease is in effect. Neither CONTRACTOR nor its employees are to be considered employees of MOTOR CARRIER at any time. 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. CONTRACTOR has the right to decline any load offered by MOTOR CARRIER, without incurring any negative repercussions, including, but not limited to, monetary penalties, refusal of dispatch, or adverse disciplinary or administrative actions.

13. MOTOR CARRIER does not have care, custody, or control in respect to CONTRACTOR and/or CONTRACTOR'S employees.

14. MOTOR CARRIER will make available to all CONTRACTOR'S advances sufficient to complete all loads not to exceed 40% of the CONTRACTOR'S load revenue.

15. CONTRACTOR agrees and acknowledges that in the event of termination of this contract he or she will turn in to MOTOR CARRIER the door placards, fuel cards, delivery receipts, seals, IFTA decals and envelopes, manifests, company manual, and driver's logs. Failure to do so will result in a deduction of \$250.00 from CONTRACTOR'S settlement. No final settlement will be prepared until all of the above items have been provided.

16. A sum of \$1,000.00 will be held in a NON interest bearing security account for the duration of the INDEPENDENT CONTRACTOR'S OPERATING AGREEMENT. \$50.00 per week will be deducted from the CONTRACTOR'S settlement until the balance is paid in full.

17. The CONTRACTOR and/or COMMERCIAL DRIVER, periodically throughout this INDEPENDENT CONTRACTOR'S OPERATING AGREEMENT, must attend the MOTOR CARRIER provided safety seminars and training courses. There will be a seven (7) day notice given to each terminal prior to the course.

18. The CONTRACTOR is required to give MOTOR CARRIER seven (7) days notice of termination. Failure to do so will result in a \$500.00 fine.

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WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 20____ and same shall be considered upon both parties and shall remain in full force and effect unless and until canceled according to the terms of this agreement.

CONTRACTOR

Name: _____
(Print)

Address: _____

Phone #: () _____

F.I.D # _____

By: _____
(Contractor's Signature)

MOTOR CARRIER
TRANSPORTATION INC. AGENT
GROUP, INC.

669 Marina Drive Suite A-5
Charleston, SC 29492
(843) 352-2834 Office
(843) 352-2837 Fax

By: _____
(Motor Carrier Representative Signature)

TRACTOR INFORMATION:

UNIT NO. _____ YEAR _____ MAKE _____ MODEL _____

SERIAL # _____ PLATE# _____
(State) (Plate #)

Signatures by both parties in **this section will void** previous agreement and release equipment back to the CONTRACTOR.

Contractor's Signature

Motor Carrier Representative Signature

Date

Date

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ITEMS TO KEEP IN TRUCK AT ALL TIMES

1. COPY OF YOUR INDEPENDENT CONTRACTOR'S OPERATING AGREEMENT
2. COPY OF YOUR LONG FORM PHYSICAL AND MEDICAL CARD
3. LAST SEVEN DAYS OF YOUR LOGS- USING OUR BOOKS THIS SHOULD NOT BE A PROBLEM.
4. COPY OF THE INSURANCE PAPERS
5. ACCIDENT PACK AND POST ACCIDENT INSTRUCTION SHEET
6. CAMERA FOR DOCUMENTING ACCIDENTS AND CARGO CLAIMS
7. CHAIN OF CUSTODY FORM FOR CONTROLLED SUBSTANCE TESTING
8. MOTOR CARRIER PROVIDED COMMERCIAL DRIVER MANUAL
9. COPY OF YOUR TRUCK INSPECTION
10. EMERGENCY RESPONSE GUIDEBOOK
11. COPY OF THE MOTOR CARRIER'S AUTHORITY

REQUIRED DOCUMENTS FOR INDEPENDENT CONTRACTOR OPERATING AGREEMENT

1. ANNUAL VEHICLE INSPECTION
2. INDEPENDENT CONTRACTOR'S OPERATING AGREEMENT
3. W-9
4. REGISTRATION CARD
5. PROOF OF BOBTAIL INSURANCE
6. PROOF OF PHYSICAL DAMAGE INSURANCE (*If you have coverage*)
7. PROOF OF OCCUPATIONAL ACCIDENT INSURANCE

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MOTOR CARRIER Insurance Certification

I, _____ certify that I want to purchase the following MOTOR CARRIER Insurance:

	Yes	NO	Quoted Price per Month	Owner Initials
Bobtail	<input type="checkbox"/>	<input type="checkbox"/>	\$35.00	<input type="text"/>
Physical Damage	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="text"/>
Occupational Accident	<input type="checkbox"/>	<input type="checkbox"/>	\$120.00	<input type="text"/>

I am aware that Bobtail Insurance is \$35.00 per month and Physical damage is determined based upon the year and make of my truck. The payment for insurance will be deducted from my first settlement check and on the 1st week of every month.

Owner's initials _____

I am aware Occupational Accident Insurance is \$120.00 per month. The payment for insurance will be deducted from my first settlement check and reoccur every 28 days.

Owner's initials _____

I am also aware that two months of insurance will be deducted from my first settlement check the first as a deposit and the second as the current month's premium.

Owner's initials _____

Please fill in the information below if you would like MOTOR CARRIER Purchased Physical Damage Insurance. **Insurance cannot be quoted without the Vehicle Value.*

Lien holder
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Vehicle Value: \$ _____

Agent Signature _____ Date _____

OR

Owner Signature _____ Date _____

Occupational Accident Information: _____
If provided by Owner of Truck _____

Upon cancellation of my policy, I _____ will notify the MOTOR CARRIER in writing of the cancellation of my policy.

Upon cancellation of MOTOR CARRIER Purchased Physical Damage, Bobtail or Occupational Accident Insurance coverage will be terminated immediately and payments cannot be refunded.

Owner's initials _____

MANDATORY USE FOR ALL ACCOUNT HOLDERS

IMPORTANT NOTICE

REGARDING BACKGROUND REPORTS FROM THE PSP Online Service

1. In connection with your application for employment with _____ (“Prospective Employer”), Prospective Employer, its employees, agents or contractors may obtain one or more reports regarding your driving, and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA).

When the application for employment is submitted in person, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report.

When the application for employment is submitted by mail, telephone, computer, or other similar means, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer must provide you within three business days of taking adverse action oral, written or electronic notification: that adverse action has been taken based in whole or in part on information obtained from FMCSA; the name, address, and the toll free telephone number of FMCSA; that the FMCSA did not make the decision to take the adverse action and is unable to provide you the specific reasons why the adverse action was taken; and that you may, upon providing proper identification, request a free copy of the report and may dispute with the FMCSA the accuracy or completeness of any information or report. If you request a copy of a driver record from the Prospective Employer who procured the report, then, within 3 business days of receiving your request, together with proper identification, the Prospective Employer must send or provide to you a copy of your report and a summary of your rights under the Fair Credit Reporting Act.

The Prospective Employer cannot obtain background reports from FMCSA unless you consent in writing.

If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

2. I authorize _____ (“Prospective Employer”) to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am consenting to the release of safety performance information including crash data from the previous five (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.

3. I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to <https://dataqs.fmcsa.dot.gov>. If I am challenging crash or inspection information reported by a State, FMCSA cannot change or correct this data. I understand my request will be forwarded by the DataQs system to the appropriate State for adjudication.

4. Please note: Any crash or inspection in which you were involved will display on your PSP report. Since the PSP report does not report, or assign, or imply fault, it will include all Commercial Motor Vehicle (CMV) crashes where you were a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, all inspections, with or without violations, appear on the PSP report. State citations associated with FMCSR violations that have been adjudicated by a court of law will also appear, and remain, on a PSP report.



I have read the above Notice Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this consent form, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Date: _____

Signature

Name (Please Print)

NOTICE: This form is made available to monthly account holders by NICT on behalf of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA). Account holders are required by federal law to obtain an Applicant’s written or electronic consent prior to accessing the Applicant’s PSP report. Further, account holders are required by FMCSA to use the language provided in paragraphs 1-4 of this document to obtain a prospective Applicant’s consent. The language must be used in whole, exactly as provided. **The language may be included with other consent forms or language at the discretion of the account holder, provided the four paragraphs remain intact and the language is unchanged.**

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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 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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,