

# M&L TRANSPORT of PA, LLC

## **Our Pledge to You -**

We expect our Independent Contractors to demand the resources and support to adhere to this Fleet Safety Policy. Our pledge to you ensures your safety concerns will be met.

## **We pledge to:**

- Provide a safe working environment.
- Train drivers in safe driving practices and proper use of vehicle safety features. Training is performance-based and will be periodically repeated.
- Establish schedules that allow you enough time to obey speed limits and that limit your hours of vehicle operation time according to the regulations.
- Coordinate shipments as to provide you the proper rest both physically and mentally.
- Make sure that vehicles are equipped with appropriate occupant protection and other safety features.

If you identify a hazard, equipment malfunction or unsafe procedure, please notify us immediately so we can review the situation and make corrections accordingly. Together we can create a safe working environment!

Bobby Williams – President

Fran Caiola – Operations Manager

Aubrey J Vile – Safety manager

**PURPOSE**

M&L Transport of PA, LLC (hereinafter referred to as "M&L Transport of PA, LLC" or "Company"), recognizes that our Independent Contractors are our most valuable asset and the most important contributors to our continued growth and success. Our Company is firmly committed to the safety of our Independent Contractors. M&L Transport of PA, LLC will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all Independent Contractors.

Motor vehicle accidents are the leading cause of work-related fatalities. The environment in which these accidents occur involves numerous complex factors, many uncontrollable. The purpose of M&L Transport of PA, LLC Fleet Safety program is to provide the means to reduce such factors and to eliminate unnecessary injuries and fatal circumstances. We value our Independent Contractors not only as Independent Contractors but also as human beings crucial to the success of their families, the local community and M&L Transport of PA, LLC,

To further this goal, our Company has developed a comprehensive Fleet Safety Policy. The Policy will consist of many components: Recruitment/Driver Selection, Job Requirements, Training, Vehicle Inspection & Accident Investigation and Procedures, Driver Safety Rules and more. This policy applies to all candidates for employment as well as all current Independent Contractors.

This Fleet Safety Policy supersedes all previous policies and memos that have been issued on policies contained in this manual.

**DRIVER SELECTION****Pre-Hire Requirements:**

M&L Transport of PA, LLC, focuses its initial efforts on driver selection through a variety of resources, beginning with the job application. All prospective Independent Contractors are required to complete a written application that will include:

- Submit at 10-year driving record OR longest driving record obtainable from licensed state DMV
- List past driving experience, employers, and types of vehicles driven.
- Notify M&L Transport of PA, LLC, of any motor vehicle violations within the past year

Applicants also are required to pass a pre-hire drug screen once a conditional offer of employment has been made and accepted. Anything less than a clean report is not acceptable by M&L Transport of PA, LLC.

MVR's will be kept in the applicant's Independent Contractor's file. Each applicant's driving record is required to meet an acceptable standard to qualify and be assigned driving privileges. Each applicant's driving record is required to meet the following criteria:

- Must be 23 years of age
- Must be able to pass Federal DOT physical and drug screen
- No more than 6 points on your licenses in the past 3 years
- No Felonies
- No DUI in the past 7 years

MVRs will be requested upon completion of a satisfactory interview and periodically thereafter at a minimum of at least once per year. An excessive number of violations in the past three years will be grounds for an unsatisfactory MVR prohibiting hiring of a prospective Independent Contractor or possible termination and/or disciplinary actions of an active Independent Contractor.

Driver selection will be made upon completion of a formal interview, background check, reference verification, review of the individual's motor vehicle record (MVR), and a negative drug screen. Authorizations will be obtained to contact prior employers.

#### **POST-HIRE / JOB REQUIREMENTS**

All positions requiring regular driving require a written job description to include main duties, functions and the necessary physical requirements required to perform all associated tasks.

- All prospective Independent Contractors will be required to undergo a physical evaluation
- Candidates must pass a Dept. of Transportation physical evaluation
- Results of the physical evaluation will be compared to the necessary physical requirements
- In some cases, Commercial Drivers Licenses are required per regulatory agencies.
- An annual driving record/ MVR will be pulled as per FMCSA regulations.

#### **MOTOR VEHICLE RECORD CHECKS**

Annual record evaluations will be performed on every independent contractor utilized M&L Transport of PA, LLC, including the following:

- CDL drivers
- Non-CDL drivers



**TRAINING**

New-hire and *periodic annual training* is required for all Independent Contractors that drive on company business. All Independent Contractors are expected and required to actively participate identifying training needs as well as program development. Training Programs will consist of online modules and telephonic orientation with the Safety Manager. Training will include and focus on:

- Orientation of the Company's fleet safety policy and program, including safety rules
- Defensive driving techniques
- Behavior modification
- Vehicle Inspection procedures
- Emergency procedures, including accident reporting
- Drug and alcohol awareness training
- Logging and driving time training

M&L Transport of PA, LLC, will monitor driver habits to identify potentially unsafe driving habits that require additional training and/or disciplinary actions. We will use statistical data focusing on accident types and frequency to identify areas of improvement.

All accidents or moving violations will require review with a supervisor to determine what manner of safety training and/or disciplinary action – if warranted - is needed. Employment may be jeopardized if accident frequency is above the required norm with no concentrated efforts being made for improvement.

**TRANSPORTATION SAFETY RULES & VEHICLE OPERATION GUIDELINES**

M&L Transport of PA, LLC requires all drivers comply with state and national transportation safety rules. Independent Contractors are expected to treat company vehicles with an appropriate level of respect and care, demonstrating an attitude of loyalty and pride to the company. The following are basic vehicle operation principles to which Independent Contractors are required to adhere.

- Use of seat belts is mandatory.
- Absolutely NO alcohol or controlled substances allowed in vehicle and while driving
- Drive defensively. Always anticipate what other drivers on the road might do wrong and plan your mode of escape. Never move through traffic aggressively.
- Always look for pedestrians.
- Never attempt to exercise the right-of-way
- Absolutely no handheld cell phone usage – see cellphone policy
- Respect speed limits and traffic signs. Follow all traffic signals.
- Always lock the vehicle and apply the parking brake when getting out, even if it remains in sight.
- Obey all FMCSA Hours of Service regulations



- Avoid driving in dangerous conditions, including drowsiness and inclement weather.

**TRAFFIC VIOLATIONS**

M&L Transport of PA, LLC, is not responsible for any traffic violations or parking tickets acquired by violation of city ordinance, state or federal laws regarding your driving habits and operation of your motor vehicle. Any ticket issued is the Independent Contractor's responsibility, even if the ticket is issued while conducting business for M&L Transport of PA, LLC. All Drivers are required to report a traffic violation (other than parking) within **24 hours** of the ticket. Drivers who fail to follow this reporting procedure will be subject to disciplinary action up to and including termination of employment.

**REFUELING GUIDELINES**

Vehicles should be refueled when the meter reads  $\frac{1}{4}$  full. Retain receipts proving the purchase of gasoline and record mileage with each gasoline purchase. For your safety when operating a vehicle, follow these guidelines:

- Turn off the vehicle's engine while refueling.
- Never smoke, light matches or use lighters while refueling.
- Do not get into the vehicle during refueling, as this presents a flash fire hazard.
- Do not overfill or top off the vehicle's fuel tank. The fuel dispenser shuts off automatically when the tank is full.
- Never force the hold-open latch on the gasoline pump with any means other than the latch provided.

**PRE-TRIP INSPECTIONS**

All drivers are required to conduct pre-trip and post-trip vehicle inspections, recorded both on the M&L Transport BOL and appropriate days' log. Any unsatisfactory result requires the pre-trip inspection form to be completed and forwarded to the Independent Contractor's immediate dispatcher. Thereafter, the identification form will be forwarded to the Safety Department to record the equipment malfunction, and sign off on the completed identification form.

Observe the following precautions:

- Before getting into the truck check your shoes and wipe any mud off your shoes as it can create a hazard when attempting to use the brake or clutch.
- Always engage the clutch when starting a motor. A cold motor should be idled slowly to warm up before attempting to operate the vehicle. Never race or start driving when the motor is cold.
- Never warm a vehicle in a closed garage.
- The cab of the vehicle needs to be ventilated at all times.
- Check all hoses and connections.

- Check all fluids.
- Consistently check all gauges while operating your vehicle if anything abnormal registers you will need to pull the vehicle over, shut it off and call your Dispatcher.
- Use all gears to keep the engine at its most efficient speed.
- Never take a truck out of gear to coast down a grade.
- A new or recently overhauled engine needs to be handled accordingly.
- Shift accordingly; do not keep a truck in a lower gear than necessary as this adds strain to the gears and the engine.
- At the end of a delivery let the engine of the truck idle down before shutting it off.
- Do not continue to operate a vehicle with excessive vibrations or noises. If you hear or feel anything abnormal stop the vehicle, shut off the engine and call your Dispatcher.
- Any vehicle maintenance **MUST BE DONE** by an approved manufacturer, and **NOT** a local garage. You have been provided a call sheet for this purpose.
- If a vehicle is overheating pull over and do not attempt to remove the radiator cap or do any maintenance

**PLACING A VEHICLE OUT OF SERVICE**

When a defect in the vehicle is found that qualifies it as unfit, unreliable or unsafe for ordinary use, the fleet administrator must immediately take the vehicle out of service and fill out the pre-trip inspection form indicating the nature of the defect. The form should be forwarded to the dispatcher, and the driver will call the appropriate manufacturer listed to service and repair it if possible.

**MAINTENANCE INSPECTIONS**

All drivers of regulated vehicles (greater than 10,000 lbs. (GVW)) are required to complete a documented pre/post trip maintenance inspection that will be filed.

**VEHICLE BREAKDOWNS**

When a vehicle breakdown occurs, pull completely off the road, immediately put your flashing lights on and place your reflective triangles out to warn other motorists.

While maintaining your own safety, attempt to diagnose the nature of the problem to the best of your ability. Contact your Dispatcher to inform them of the problem and your location. Be prepared to discuss the vehicles problem with the Dispatcher. The Dispatcher when available will advise you as to whom else to call and what to do next. As instructed at orientation, you must carry with you at all times on the Breakdown Procedures and manufacturers roadside assistance numbers. Note the incident on your daily vehicle condition report.

If a breakdown occurs that will delay you for any period of time please advise the Dispatcher of this so he or she can relay the information to the customer whom you are delivering to.



**ROADSIDE INSPECTIONS**

If you are the subject of a Department of Transportation roadside inspection, do not sign the long form until after you have been shown and understand the safety defects and/or violations identified by the inspector. All DOT inspection reports must be submitted to the Safety Department within 24 hours, or the driver may be subject to disciplinary actions.

**ACCIDENT INVESTIGATION**

M&L Transport of PA, LLC realizes some accidents are unpreventable. Drivers should seek medical attention immediately, if necessary. Dispatchers and drivers will be trained in post-accident procedures to secure the details of the accident and document the damage. Providing detailed facts of the accident will help our insurance carrier deter fraudulent third-party insurance schemes.

The primary purpose of investigating an accident is to find out its cause and initiate action to eliminate or control similar vehicle accidents. Another purpose is to determine whether the accident is preventable. A preventable accident is one in which a driver fails to exercise reasonable precautions to prevent the accident from occurring.

All vehicles will be supplied with an accident claims kit, a pen and a disposable camera. Please always use your cellphone to take pictures first, using the disposable camera as a backup rather than primary source of photographs. Drivers are required to document all details of the accident: traffic flow, speed limits, stop lights/signs, weather conditions, citations issued, etc. in a written report. A diagram **MUST BE DRAWN** of the incident. Pictures should be taken to document the extent of damage to all vehicles involved. Information regarding where to retrieve the crash report from must be obtained at the scene.

Once this information is secured, the driver is to report all accidents immediately to the dispatcher and/or supervisor. M&L Transport's Safety Department is required to investigate all vehicle accidents. If the vehicle is inoperable, arrangements need to be made for towing, if necessary.

**ACCIDENT PROCEDURES**

In case of an accident please follow these procedures:

- Protect the scene of the accident. The driver should try to keep the effects of the accident from becoming worse. Immediately put your flashers on and place safety triangles out to warn other drivers.
- Protect anyone injured. If possible get medical assistance from an authorized source such as the police, fire department or emergency medical personnel. If you are able to administer first aid or have had training render medical treatment as needed.
- Call the appropriate law enforcement authorities and notify your dispatcher at the company immediately.
- Know and follow M&L Transport of PA, LLC accident reporting procedures:



1. Do not admit any responsibility for the accident. This is a requirement of our motor carrier insurance policy.
2. Obtain information about the other driver and vehicle including their name, driver's license number and State of issuance, vehicle make, model, license plate number and owner.
3. Identify other people who are pertinent to the accident this includes passengers in other vehicles and/or witnesses to the accident.
4. Record details of how the accident occurred and the extent of any injuries or property damage.
5. Take photos of the scene from all angles, paying particular attention to identifying the relative location of vehicles, damage, license plates, the companies name, vehicle number and possibly the interior of the other vehicle.
6. You must turn in the accident report, photographs, and diagram within 24 hours.

**DRIVER CODE OF CONDUCT**

For those Independent Contractors who operate Company trucks or other vehicles the following rules apply to usage:

- Company vehicles are to be used for company purposes only. Any personal use of vehicles will result in disciplinary action up to, and including, termination of contract.
- Trucks shall be kept clean inside and out.
- You are responsible to comply with all federal, state, and local regulations for maintaining your Company vehicle. This includes pre-trip and post-trip inspections, scheduled maintenance, fluid levels, Driver's Vehicle Inspection Report (DOT), usage of safety restraints, and all vehicle and traffic control laws.
- You are responsible to make sure that all appropriate permits, registration cards, and inspection decals are present in your vehicle.
- Any tickets issued to you while using a company vehicle will be the responsibility of the Independent Contractor. This includes overweight tickets, log violations, moving violations, and any other infractions deemed by the company to have been the result of driver negligence or failure to follow proper inspection or usage protocol. A COPY OF ALL TICKETS MUST BE TURNED IN TO THE OFFICE.
- All drivers of company trucks are required to have and maintain proper CDL or non-CDL driver licenses. As part of the licensing process, you are required to be familiar with Safety Regulations published by the U.S. Federal Motor Carrier Safety Administration. As a condition of operating a M&L Transport of PA, LLC, vehicle, you are to comply with all safety regulations including proper completion of daily logs, hours of service requirements, and vehicle maintenance requirements.
- As an Independent Contractor for M&L Transport of PA, LLC you will be required to submit to a pre-employment drug screen and must also have a valid DOT physical card prior to your start of employment. If employed, you will be placed in the Company's random drug screen pool. You must comply with all requests to submit to drug screening as a condition of your continued employment with the Company.
- Any Independent Contractor issued a ticket for traffic and/or DOT violations is to contact his or her dispatcher or another dispatcher at once.
- Any Independent Contractor involved in a motor vehicle accident in a company vehicle is to contact his or her dispatcher at the earliest time possible to safely do so. All Independent Contractors involved in a motor vehicle accident will be required to fill out

an accident report form and submit to a drug test. Copies of any tickets or police reports will be required as part of the accident investigation.

- Any Independent Contractors that are stopped by law enforcement officials are expected to be polite and respectful to all law enforcement officials at all times.

### **PROHIBITED BEHAVIOR**

Behaviors that result in suspension or permanent loss of driving privileges include:

- Driving while under the influence of drugs or alcohol
- Negligent homicide
- Operating a vehicle with a suspended license
- Using a motor vehicle for commission of a felony
- Aggravated assault with a motor vehicle
- Reckless driving
- Hit and run
- Convictions for moving violations
- Use of a company vehicle without authorization
- Major traffic violations
- More than two preventable accidents involving personal injury or property damage in any three-year period

### **DRUG AND ALCOHOL TESTING**

Initial and periodic random drug and alcohol testing is mandatory as per FMCSA regulations. Testing will be conducted by a licensed medical facility designated by M&L Transport of PA, LLC. Any positive results will be grounds for termination. Driving under the influence of alcohol or any other illegal substances will be grounds for termination. Refusing a random drug screen or post-accident drug screen is required to be recorded as per FMCSA regulations.

All Independent Contractors will receive a copy of the Company's Drug & Alcohol Policy under separate cover. Independent Contractors are required to read, understand and sign a copy of this policy as a condition of their employment.

### **HAND-HELD MOBILE PHONE/CELL PHONE/ELECTRONIC DEVICES**

M&L Transport of PA, LLC, strictly prohibits the use while driving of hand-held mobile/cell phones and electronic devices, including all functions of the device. There is no exception to this directive. Please see attached Cellphone Policy Memo.

Only one-touch blue-tooth devices attached to the ear are allowed under Federal FMCSA policy guidelines.

All Independent Contractors will receive a copy of the Hand-Held Mobile Phone/Cell Phone Memo under separate cover. Independent Contractors are required to read, understand and sign a copy of this policy as a condition of their employment.



**DRIVER INSTRUCTIONS****RECORDKEEPING REQUIREMENTS**

- Drivers of both passenger- and property-carrying CMVs must keep a 24-hour log of how they spend their time each day.
- After it's completed, drivers have 13 days to get the original copy to their supervisor. There will be no exceptions to this requirement
- Drivers must keep a copy of each daily log for the next seven consecutive days after they are filled out. The copies must be available for inspection by law enforcement officers.
- Any paid work of any sort must be recorded as ON-DUTY NOT DRIVING time for at least the seven days prior to a driving job for M&L Transport
- Any time a driver works for M&L Transport of PA, LLC, and another motor carrier during a 24-hour period, they must make extra copies of their 24-hour log for the other carrier and submit a copy of that log to M&L Transport of PA, LLC.
  - All duty time for the entire 24-hour period
  - The name of each motor carrier worked for during the 24-hour period
  - The beginning and finishing time, including a.m. or p.m., worked for each motor carrier.
- **Drivers' Logs**
  - Must be updated at every stop
  - Must be filled out completely.
  - You are responsible to make dispatch aware if you do not have enough hours to complete a trip
  - Drivers' logs must be turned into the Safety Department by Monday **every week.**
- **All Logs must be mailed in every week. If logs are not turned in on time, Independent Contractors will be subject to having their dispatch privileges suspended.**



## M&L Transport of PA, LLC

### Fleet Safety Policy

#### Acknowledgement to Independent Contractors

Traffic-related motor vehicle accidents are the leading cause of work-related fatalities. The environment in which these accidents occur involves numerous complex factors, of which the majority are uncontrollable. The purpose of M&L Transport of PA, LLC's Fleet Safety program is to provide the means to reduce such factors to eliminate unnecessary injuries and fatal circumstances. We value our Independent Contractors not only as Independent Contractors but also as human beings crucial to the success of their family, the local community, and M&L Transport of PA, LLC.

All Independent Contractors are expected and required to actively participate in this program for their own health and well-being. M&L Transport of PA, LLC encourages its Independent Contractors to take a proactive approach in identifying potential hazards by promptly reporting them to their supervisor. **\*\*\* Use of seatbelts and other safety devices is mandatory. \*\*\***

MVRs will be requested periodically at a minimum of at least once per year. Management reserves the right to use its discretion in determining a unsatisfactory MVR. As a guideline, violations in the past three years will be grounds for an unsatisfactory MVR and cause for termination and/or disciplinary actions.

M&L Transport of PA, LLC, conducts mandatory random drug and alcohol testing. Driving under the influence of alcohol or other illegal substances is grounds for termination.

New hire and periodic Independent Contractor training will be offered. All Independent Contractors are expected and required to actively participate identifying training needs as well as program development. Programs will consist of classroom and on the road modules. Training will focus on but not limited to defensive driving techniques and behavior modification.

We encourage all Independent Contractors to report any and all maintenance and malfunction issues immediately to their supervisor. M&L Transport of PA, LLC, realizes a proper working vehicle is the first step to ensuring everyone's safety.

All vehicles will be supplied with an accident claims kit, a pen, and a disposable camera. Drivers are required to document all details of the accident: traffic flow, speed limits, stop lights/signs, weather conditions, citations issued, etc. Pictures should be taken to document the extent of damage to all vehicles involved. **REPORT ALL ACCIDENTS IMMEDIATELY TO YOUR DISPATCHER OR SUPERVISOR.**

Personal use of company vehicles is prohibited without prior permission from management.


I have read and understand M&L Transport of PA, LLC's Fleet Safety Policy, and its requirements and expectations of me as an Independent Contractor. I understand I will receive copies of the Company's Drug & Alcohol Policy and Hand-Held Mobile/Cell Phone & Electronic Device Policy under separate cover and required to read, understand and sign a copy of each policy. I understand I am required to abide by the terms of all policies as a condition of my employment.

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Independent Contractor's Signature

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Date

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### **Purpose:**

M&L Transport of PA, LLC is required by Federal, State and Local regulation to operate within the regulations and laws set forth by the governing agencies. As you are aware the FMCSA monitors and records all accidents, driver violations and roadside inspections which occur within the jurisdiction in which you operate your CMV. These records are compiled and a safety fitness determination rating is assigned to the carrier/company. A monthly report is also issued to the carrier with a recap of all activity as recorded by the law enforcement agencies.

A carrier's safety fitness determination rating is PUBLIC knowledge and is accessible by the public, news media, lawyers, insurance companies and potential customers, agents as well as brokers.

M&L Transport's goal to maintain the BEST (i.e., lowest) rating possible. A good safety rating reduces insurance cost, increases the ability to obtain better frequency of loads, etc.

To meet the safety fitness standard, a motor carrier must demonstrate to the FMCSA that it has adequate safety management controls and policy in place which function effectively to ensure acceptable compliance with the applicable safety requirements.


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## **Hours of Service and Log Policy**

In accordance with FMCSR part 395 Drivers are required to submit daily logs at the end of each trip or within 13 days. M&L Transport of PA, LLC policy requires that logs – even extended off-duty logs - are required to be turned in **every week**. Drivers who have not submitted daily logs which exceed 13 days will be ineligible for dispatch and placed on Safety Hold until the required logs and supporting documents have been received and verified by the Safety Manager.

**Drivers must keep their logbook current to the time shown for the last change of duty status. This means your logbook must be up-to-date at all times before you begin driving. This means that when you sit down behind the driver's seat and BEFORE YOU TURN ON THE VEHICLE, your log - be it e-log mobile application or written log - is required by both M&L Transport policy and Federal regulations to be updated to that very minute.**



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## **LOG FORMAT**


In order to keep your compliance with the HOS rules, you must keep track of every hour contracted as an M&L Transport driver. All log hours must be kept on a Horizontal Graph Grid, provided by M&L Transport. Alternatively, a driver may record his or her duty status by using the KEEPTRUCKIN' E-LOG with which we have an account to monitor the log hours.

## **Log Contents**

The duty status record or daily log is to be filled out in duplicate for each 24-hour period. All entries must be Legible and in your own handwriting.

**Per FMSCR Handbook, under section 395.8 Driver's record of duty status, the following information MUST be included on the form in addition to the grid:**

- (1) Date;**
  - (2) Total miles driving today;**
  - (3) Truck or tractor and trailer number;**
  - (4) Name of carrier;**
  - (5) Driver's signature/certification;**
  - (6) 24-hour period starting time (e.g. midnight, 9:00 a.m., noon, 3:00 p.m.);**
  - (7) Main office address;**
  - (8) Remarks;**
  - (9) Name of co-driver;**
  - (10) Total hours (far right edge of grid); and**
  - (11) Shipping document number(s), or name of shipper and commodity**
- (e) Failure to complete the record of duty activities of this section or failure to preserve a record of such duty activities, or making of false reports in connection with such duty activities shall make the driver and/or carrier liable to prosecution.**

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### **Multiple Off Duty days**

If you are off duty for multiple consecutive days you may use one log. Write the date of the first day off in the date area (top left). Enter the total number of off Duty Days in the Off Duty box (lower right). Only use this box when you have multiple consecutive off duty days. Draw your line on the off duty line and enter the location (city and state) where you are going off duty in the remarks area.

If you are returning to work after a long off-duty period, you must put ALL PAID HOURS WORKED on a log for the previous seven days. This would include hours worked in an office or for any other non-driving log. These hours are listed as ON DUTY – NOT DRIVING.

**Do not write “Off Duty” in the grid area. Do not complete a DVIR. Do not include multiple months on one log. Begin a new log for the new month even over a long off-duty period.**

### **Filling Out the Log**


**You must keep your logbook current to the time shown for the last change of duty status. This means your logbook must be up-to-date at all times.**

You must a ruler to draw the graph lines. This will give a neat appearance to your daily log. Draw the lines in the middle of the space provided for each of the categories and no one can doubt the meaning. There are four categories to be recorded: Off Duty, Sleeper Berth, Driving, On Duty (Not Driving); and the total of the hours shown in all four categories must add up to 24 hours.

The Remarks section records the location of your changes in duty status. Changes in duty status of 15 minutes or more can be shown directly on the graph with the locations shown in the remarks section. All can be shown by simply drawing a line (flagging) from the appropriate time marker into the remarks section and noting the location and length of time stopped. You should also indicate the reason for any stops.

If a change of duty status occurs at a location other than a city, town, or village, the location can be recorded in one of the following ways: 1) the highway



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number and nearest milepost; 2) the highway number and the name of the service plaza; or 3) the highway numbers of the nearest two intersecting roadways. Each of these should be followed by the name of the nearest city, town or village and the state abbreviation. A current logbook keeps you aware of your hours of service at all times. It is most important in allowing you to Calculate your availability for driving time for the next duty period.

### **Duty Status Record Retention**

The regulations require that you either submit or forward by mail the original driver's record of duty status to your carrier within 13 days following completion of the form. The carrier retains the record for 6 months from the date of receipt. The second copy or duplicate must be retained by you for a period of 8 days and be in your possession while on duty. Please see below for the M&L Transport Disciplinary policy regarding logs.


### **ON DUTY-NOT DRIVING**

A minimum of, but not limited to, 15 minutes will be logged on line 4 of the log for the safety-sensitive functions listed below. If the performance of any of these is greater than 15 minutes, then you will log time at whichever 15-minute interval is most accurate.

Any ON DUTY – NOT DRIVING time must be logged as minimum of 15 minutes. If the function takes less than 15 minutes, then you will finish the required time by the performance of another safety sensitive function (update log, do walk around equipment inspection, etc.):

- ☐ Random drug or alcohol test
- ☐ Post Accident drug or alcohol test
- ☐ Pre-trip Inspection- (to be performed at first change of duty status after midnight and/or any other time you have been off duty/in sleeper for 10 or more hours). **Pre-trip inspection will be noted on the log at the time of the inspection and for a time NOT LESS THAN 15 minutes.** Be sure to inspect your load for any contraband or strange containers. Be sure you are aware of



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your surroundings and that contraband cannot be place upon or in your load or equipment.

- ☐ Fueling
- ☐ Loading & Unloading Min 30 minutes
- ☐ Drop & Hook
- ☐ State Inspections (exact time spent being inspected must be shown, as well as exact location)
- ☐ Citations/Inspections (including warning) (exact time spent receiving citation must be shown, as well as exact location)
- ☐ Accident (exact time spent at the scene and/or involved and exact location must be shown)
- ☐ Scale Receipts
- ☐ Repairs (see D-1)
- ☐ Load Inspections – are required to be flagged after 50 miles or 1 hour from the beginning of the trip and every 150 miles and/or three hours thereafter, and each time you change duty status.

### 11 Hours Driving Rule

All time spent behind the wheel is considered driving time. After 11 hours of driving time, you must have 10 consecutive hours off duty before you can drive again. The regulations provide two ways a driver may extend his/her driving time:


### 14 Consecutive Hours On Duty

You cannot drive after 14 consecutive hours after coming on duty. You cannot drive again until you have 10 consecutive hours of rest. Lunch **breaks or other off-duty time do not extend the 14-hour period**. The 14 hours are consecutive from the time you start your tour of duty.

On-duty time is defined as all time from the time you begin work or are required to be ready for work until you are relieved from work and all responsibility for doing work.

On-duty time includes time spent:

- Waiting to be dispatched;

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- Inspecting, servicing, or conditioning a commercial motor vehicle;
- Driving (at the controls of your vehicle);
- In or on your vehicle (except time spent in the sleeper berth);
- Loading or unloading your vehicle;
- Repairing, obtaining assistance, or attending to a disabled vehicle;
- Performing any other work for a motor carrier;
- Complying with drug or alcohol testing requirements; and
- Performing compensated work for any other carrier.

### **70 Hours of Service Rule**

You must not drive after accumulating 70 hours on-duty time in any 8 consecutive days. You may, however, continue to perform non-driving duties after reaching these limits and not be in violation. A summary sheet is one of the most convenient ways to keep track of available on-duty time. Many duty status records are in book form and contain monthly summary sheets. If, for example, you work on the 70-hour/8 day schedule, add the hours worked during the last 7 days (day 1 plus the preceding 6 days). If it totals 70 hours Or more, you have no driving hours available for the next day. Remember that you can perform non-driving Activities after reaching the 70-hour limit and not be in violation.


### **34-Hour Restart**

The regulations include an optional "restart" provision. This allows you to "restart" your 70 hour clock after having at least 34 consecutive hours off duty

### **Adverse Driving Conditions**

If you encounter "adverse driving conditions" such as snow, sleet or fog, or unusual road or traffic conditions on a run that could normally be completed in 11 hours, you are allowed an additional 2 hours of driving to complete the run. However, you must not have known or been able to foresee the situation at the time you began your run.



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Also, if you are at the 14th consecutive hour after coming on duty, you **cannot** use this exception. This exception is solely for safety purposes and is not an excuse for you to get in extra driving

### **Sleeper Berth**


Under the sleeper berth rule you can rest, accumulate off-duty time, make a safe run and still cover the miles in a reasonable time. You can accumulate your required 10 hours of rest by using the sleeper berth in two periods one of which must be 8 hours, and the other being 2 hours. Therefore, if you spend 2 hours in the sleeper berth during the first period, you must spend 8 consecutive hours there during the second period to meet the 10 hours off-duty requirement.

In calculating your available driving time following your second sleeper berth period, you must be careful. You do not have 11 hours available, but rather 11 hours minus the driving time between the two sleeper berth periods. For example, you spend 4 hours driving between the two sleeper berth periods. Upon completion of the second sleeper berth time you can now drive for only 7 hours ( $11-4=7$ ). This continues to be true following each sleeper berth period until you have 10 consecutive hours off duty.

The sleeper berth can also be used when accumulating 10 consecutive hours of off-duty time. Sleeper berth time can be combined with any legitimate off-duty time, but, the periods must be consecutive and not broken with any on-duty or driving activities.

### **DRIVER VEHICLE INSPECTION REPORT - DVIR (back or bottom of log)**

1. DVIR must be filled out before pickup of unit and after delivery.
2. Any DVIR with a defect or unsatisfactory equipment must be immediately turned in to the safety department, along with the day's log.
3. As per the December 2018 final rule, DVIRs with no errors are not required to be turned in to the main office.

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## **M&L TRANSPORT CORRECTIVE ACTION POLICY**

### **Corrective Action Policy**

It is the policy of M&L Transport of PA, LLC that a progressive corrective action program be utilized for violations of company policies, Federal, State and local laws and regulations. **M&L's goal is to work with each operator to address and prevent violations from re-occurrence.** The following are the corrective actions that will be taken as a result of the Corrective Action Policy.

### **ROADSIDE INSPECTIONS**

- Form & Manner Violations
- Hours of Service Violations
- Moving Violations
- Retention of Current Drivers
- Monitoring Performance


### **Form & Manner Violations**

- **First Offense** – Counseling, Documented Oral Warning, Training
- **Second Offense** – Counseling, Written Warning, Training, Suspension
- **Third Offense** – Counseling, Written Warning, Extended Training, Progressive Suspension
- **Fourth Offense** - Termination

### **Hours of Service Violations**

- **First Offense** - Phone call with Safety / Operations Manager within 24 hours for counseling; online training before returned to dispatch



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- **Second Offense**

1. Conversation and counseling with Safety and Operations Managers must occur within 48 hours, followed by online training with completion certificate.
2. Independent Contractor is ineligible for dispatch for 1 week.

- **Third Offense**

1. Conversation and counseling with Safety and Operations Managers and Safety manager with 24 hours, followed by multiple online training courses with completion certificates.
2. Operator is ineligible for dispatch for 30 days


- **Fourth Offense – Termination**

**ANY ROADSIDE INSPECTION VIOLATION NOT REPORTED TO THE OFFICE WITHIN 24 HOURS VIA PHONE, FAX, OR EMAIL WILL RESULT IN INELIGIBILITY FOR DISPATCH FOR AT LEAST 1 WEEK AND UP TO 30 DAYS**

### **Moving Violations**

**All moving violations will be immediately reviewed by the Safety Manager and Operations Manager to determine the training and disciplinary actions that will be taken to ensure a safe fleet going forward.**

A. In accordance with FMCSR 383.31, All drivers who receive a Violation (regardless of offense) must call the Safety Manager at the time of occurrence (if during office hours) or first thing in the morning (if occurred after office hours) to report the violation. The violation will then be recorded and maintained in the Drivers Personnel file. This regulation must be followed even if the violation is under appeal.

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B. All violations reports/forms are to be sent to the Safety Manager within 24 hours of the offense.

C. Drivers who are found to have received violations which were (1) not reported to Safety and/or (2) Safety did not receive the violation within 10 days of the date of occurrence will be subject to corrective action and/or immediate termination of contract.

D. Speeding is not permitted and can result in immediate suspension of dispatch privileges or termination of contract.

### **Retention of Current Drivers**

A. Current drivers are required to maintain a satisfactory (Continue-to-Operate) safety rating. A driver's accident history, MVR, etc. may never exceed the hiring criteria set forth by M&L Transport of PA, LLC.


B. In the event a driver receives a serious violation as outlined by the FMCSA the driver will be placed on a documented "Monitoring" status for a period of not less than 12 months. Termination of the Driver's Lease will result if any of the below is cited in connection with a preventable accident. See below:

1. Excessive speed 15 MPH or more over the posted speed limit.
2. Improper or erratic lane changes
3. Following too closely
4. Possession of radar detector

C. New and current drivers shall have no more than three moving violations, no more than two preventable accidents or combination of both in the past 36 months.

D. Serious Preventable Accidents such as Fatalities, Serious Injury, Roll-Overs, Rear End collisions, or other serious Preventable accidents will not be considered for new drivers or retained as current drivers.



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### **Monitoring Performance**

A. Drivers who are placed on "Monitoring" status who have a re-occurrence of the same offense during this period will result in one or more of the following actions:


1. Be required to participate in additional education.
2. Have the "Monitoring" status period extended.
3. Be placed OOS for a period of not less than 14 days
4. Have the contract terminated.

## **CORRECTIVE ACTION POLICY – INTERNAL AUDIT**

All logs will be internally audited by M&L Transport using JJ Keller software for compliance with Part 395 of the Federal Motor Carrier Safety Regulations. Contractors found to be in violation of Part 395 will be subject of the following penalties:

### **A. FORM & MANNER ERRORS**

Failure to sign log, total miles, total hours, and list shipping document number, show location of change in duty status, etc. is a form and manner error. This information is required to be entered on the logs as per FMCSA regulation and will result in a violation at an inspection, albeit not as serious as an Hours of Service Violation. The Driver will be contacted to correct the log immediately or before the next dispatch. Continued Form and Manner violations found in the audit will result in further training, and based upon the frequency and unwillingness to correct, may result in termination of contract

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## **B. HOURS OF SERVICE VIOLATIONS**

1. Operating over hours - 11, 14, & 70-hour, and 30-minute rest break violations **CANNOT** be tolerated. These violations found in the logs being audited will result in action as follows:

- First violation – Oral warning, counseling, online training
- Second violation - Written Warning, online training
- Third violation – Extensive online and oral training, 3-day suspension
- Fourth Violation – one-week suspension
- Fifth Violation – one-month suspension
- Sixth violation - Termination


## **C. FALSIFICATION**

**DRIVERS RECORD OF STATUS MUST MATCH ALL TIMED DOCUMENTS WITH NO EXCEPTIONS. IF THEY DO NOT MATCH FUEL, TOLL, OR DELIVERY RECEIPTS, IT IS A FALSIFIED LOG**

1. The seriousness of this offense will not be tolerated. Falsifications are **NOT** accepted. Therefore, the corrective action is more severe and is as follows:

- In the event of a falsification, Driver is required to submit a true and accurate log immediately.
- Continued falsifications will result in termination of contract.




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### **Termination Procedures**

Termination guidelines which are not subject to progressive corrective action include:

1. Violation of Company Policy
2. Unsafe Operation
3. Violation of Substance Abuse policy
4. Possession of Controlled Substance
5. Acute Violation of FMCSR
6. Other Offenses as deemed by Safety Manager and/or Management of M&L Transport of PA, LLC

M&L Transport of PA, LLC reserves the right to terminate a Contractor's agreement at any time due to unsafe operations or non-compliance of Company policies, Federal, State, and Local Laws and Regulations. Contractors who receive any of the serious violations as defined in the CSA-2010 Methodology will be subject to the action listed as outlined above.

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## M&L TRANSPORT INDEPENDENT CONTRACTOR LOG & CORRECTIVE ACTION POLICY CERIFIED RECEIPT

I, \_\_\_\_\_ (PRINT NAME) HAVE BEEN PROVIDED WITH, READ AND FULLY UNDERSTAND THE CONTRACTOR CORRECTIVE ACTION POLICY AND AGREE TO THE TERMS HEREIN AND AGREE TO FOLLOW THE REGULATIONS AS OUTLINED.

CONTRACTOR'S SIGNATURE:

\_\_\_\_\_

DATE: \_\_\_\_\_





PO Box 4140 · Rome, NY 13440

800.756.1331 · 315.339.0978 (Fax)

M&L Transport of PA LLC

**INDEPENDENT CONTRACT DRIVER'S AGREEMENT**

This agreement, made on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
(DAY) (MONTH) (YEAR)

Between M&L Transport of PA LLC of 62 N Mountain Blvd, Mountain Top, Pennsylvania 18707, Luzerne county,  
(hereinafter known as "The Carrier") and;

\_\_\_\_\_ of \_\_\_\_\_  
(YOUR NAME) (FULL ADDRESS)

\_\_\_\_\_, (hereinafter known as "The Contractor")  
(FULL ADDRESS CONTINUED)

Witness that:

Whereas, The Carrier, being an Interstate For-Hire Common and/or Contract Motor Carrier, operating under Certificates of Public Convenience and Necessity and/or Permits through the Interstate Commerce Commission (hereinafter known as "ICC") wishes to obtain the services of the above-named independent contractor; and

Whereas, The Contractor, being of at least twenty-three (23) years of age, having no driving under the influence of alcohol charge(s) within the past seven (7) years, having not been charged or convicted of a felony and having no more than six (6) points on The Contractor's operating license within the past three (3) years; and

Whereas, The Carrier and The Contractor desire to enter into an agreement to carry out the foregoing:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby:

1. The Carrier agrees to provide an opportunity for The Contractor to transport vehicles from time to time. This shall not be construed as an Agreement by The Carrier to provide any specific number of vehicles for transportation by The Contractor at any particular time or at any place.
2. The Carrier and The Contractor agrees that The Contractor has passed the U.S. Department of Transportation (hereinafter known as "DOT") physical and drug screen and meets the Federal highway Safety Clearance Application Guidelines.
3. The parties intend and agree that this Agreement shall create an independent contractor relationship between the parties involved, and not a master-servant, employer-employee, or a principle-agent relationship. Neither party shall have the right to bind the other by contract or otherwise except as herein specifically provided. The Contractor is not to be considered the employee, agent, or servant of The Carrier at any time, under any circumstances, or for any purpose. The Contractor shall have no claim against The Carrier and its officers, directors, employees, or agents hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, physical vehicle damage to The Contractor's personal vehicle or employee benefits of any kind.

4. The parties involved intend and agree that The Contractor shall be responsible for moving a customer-provided vehicle from pick-up point to delivery point and that The Contractor shall not be responsible for any loading or unloading of any cargo/goods being transported.
5. The Contractor recognizes that The Carrier's business of providing motor carrier transportation services to the public is subject to regulation by the Federal Government acting through the ICC and the DOT and by various state and local governments. The Contractor shall have the responsibility to The Carrier of satisfying these regulatory requirements, subject at all times to verification by The Carrier, by operating all equipment in accord with all applicable laws and regulations, including but not limited to 49 CFR sects. 395.0 – 395.15 (Hours of Service of Drivers)
6. The Carrier agrees to pay The Contractor for services rendered which is incorporated by reference herein and shall be signed by The Carrier to The Contractor.
7. The Carrier shall pay The Contractor as set forth within seven (7) days after submission by The Contractor of the necessary delivery documents and other paperwork concerning a trip in service of The Carrier. The required documents shall include, among others, log books and billing documents and such other documents as may be required by the rules and regulations of the ICC and DOT not specifically mentioned herein. The Carrier reserves the right to withhold any payment if The Contractor fails to provide the required documents as specified above; however The Carrier may, at its discretion, pay The Contractor without waiving the provisions of this paragraph, or any other right The Carrier may have against The Contractor notwithstanding the fact that the above-named documents have not been timely provided.
8. The Carrier shall be authorized under this Agreement to deduct from payments due to The Contractor those amounts that may have been previously advanced to The Contractor as well as withdrawals for fuel, fines or penalties, or any other expenses which, under this Agreement, are the obligation of The Contractor. In addition, The Carrier shall have forty-five (45) days after termination of this agreement to verify the amount that The Contractor may or may not have in an amount of funds due to The Carrier and make appropriate deductions prior to The Contractor's final payment.
9. In any case where The Contractor has secured an advance in any kind from The Carrier, or if there shall be any amounts due to The Carrier from The Contractor, The Carrier shall be authorized to deduct the amounts due to The Carrier from The Contractor in settling with The Contractor under the terms of this Agreement.
10. The Carrier shall not be responsible for expenses of The Contractor concerning a trip in the service of The Carrier, including but not limited to, fuel, meals, and lodging if necessary. The Carrier shall not be responsible for Worker's Compensation insurance for The Contractor. The Carrier is not responsible for any social security, unemployment, or any other payroll taxes for The Contractor. Such matters are the sole responsibility of The Contractor and The Carrier shall furnish The Contractor a 1099 form at the end of the calendar year for The Contractor's services with The Carrier to accommodate for these taxes.
11. The Contractor shall exercise his/her best efforts to conduct his/her duties/obligations under this Agreement to assure continued customer satisfaction with The Carrier and The Carrier's business.
12. This Agreement may be terminated at any time with or without cause, by either party, upon thirty (30 ) days written notice. In addition, if The Contractor becomes involved in any legal proceedings that, in the opinion of The Carrier, interfere with the diligent, efficient performance and satisfactory completion of The Contractor's duties, or if The Contractor has committed any serious misconduct in connection with his/her performance hereunder or if The Contractor has committed a material breach of this Agreement, The Carrier may terminate this Agreement immediately if The Contractor becomes incapacitated or disabled and is unable to perform under the terms and conditions of this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without giving effect to its conflict of law rules.



14. If any terms or condition of this Agreement, the deletion of which would adversely affect the receipt of any material benefit either party hereunder, shall be held illegal, invalid, or unenforceable, the remaining terms and conditions of this Agreement shall not be affected thereby and such terms and conditions shall be valid and enforceable to the fullest extent permitted by the law.
15. This Agreement, including any exhibits and addendums hereto, shall cancel and void all previous agreements among the parties, written and oral, regarding the subject matter hereof.
16. No assignment of this Agreement shall be made by either party without the express written consent of the other.
17. Nothing herein shall prevent The Contractor from performing other transportation service which is not in conflict with service provided hereunder, for any person, firm or company. Nor shall anything herein prevent The Carrier from entering into a similar Agreement with any other person, firm or company. The Contractor, however, is not permitted to use The Carrier's Transporter Plates and/or equipment in connection with any other transportation service Agreement entered into by The Contractor, or for any use, outside of M&L Transport of PA LLC contracted work. Please see M&L Transport of PA LLC Transporter Plate Agreement Policy, included at the end of this Agreement.
18. Noncompliance by either party with the obligation of this Agreement due to force majeure, (laws or regulations of any government, or civil commotion, destruction of plant or equipment, fire, flood, earthquake or storm, labor disturbances, or failure of public utilities) or any other causes beyond the reasonable control of the applicable party, shall not constitute as a breach of this Agreement and such party shall be excused from performance hereunder to the extent and the duration of such prevention, provided it first notifies the other party in writing of such prevention and that it uses its best efforts to cause the event of the force majeure to terminate, be cured, or otherwise ended.
19. Any and all notices, demands, or other communications given hereunder by any party shall be in writing and provided via regular mail and certified mail, with return requests addressed back to the disputing party as needed for response, or via electronic mail (email) to and from confidential emails for contact between both parties as needed.
20. The Contractor's personal vehicle is covered for Liability ONLY while singularly attached to M&L Transports Covered Power Unit. At no time will M&L Transport provide or be held liable for Physical Damage Coverage for The Contractor's personal vehicle under any circumstances.
21. The Contractor shall indemnify, defend, and hold The Carrier, its officers, employees and agents harmless from any and all claims, liability damages, losses, and expenses arising for any act or omission by The Contractor in the provision of services under this Agreement, and any taxes or other payments owed by The Contractor to any government agency as a result of any services provided hereunder, any compensation owed to any employee of The Contractor services provided hereunder, or from any determination that The Contractor is not an independent contractor.
22. For the full and proper performance of each trip made by The Contractor under the terms of this Agreement, The Carrier agrees, with such expectations as agreed between The Carrier and The Contractor, to pay The Contractor as follows:
  - i. \$.65 for Non CDL trips, \$.70 for CDL trips, for all miles calculated per that unit via rule iii.
  - ii. Fuel costs reimbursed on a per mile basis, also calculated via rule iii, according to attached M&L Drive away Fuel Surcharge Schedule;
  - iii. Mileage will be computed from the PC Miler 2000™ mileage program. In the event the program is no longer available, usable, working, or licensed, mileage will be computed based upon information provided in any sufficiently similar publication or document, selected by The Carrier, and generally relied upon by the industry.
  - iv. Authorized toll tickets will be reimbursed at 100%
  - v. 50% advance on pay; remainder of pay is paid upon delivery pursuant to the terms of this Agreement.

23. The Contractor hereby agrees that they will follow all rules and regulations regarding the usage of the transporter plate provided by The Carrier. Please see M&L Transport of PA LLC Transporter Plate Policy, included at the end of this Agreement, for more details.
24. M&L Transport of PA LLC's insurance policy has a \$5000 deductible. If The Contractor is at fault for any accident or damages, they will be required to reimburse The Carrier as agreed upon by the Operation Manager and The Contractor.

If To Contractor:

Name: \_\_\_\_\_

Street \_\_\_\_\_

City/ State/ zip \_\_\_\_\_

Attention: \_\_\_\_\_

If To Carrier:

M&L Transport of PA LLC  
P.O. Box 4140  
Rome NY 13442-4140  
Attn: Aubrey Vile – Safety Manager

Contractor:

Name: \_\_\_\_\_

Carrier:

Name/title: \_\_\_\_\_

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

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



## M&L Transport of PA LLC Transporter Plate Policy

I, (PRINT NAME) \_\_\_\_\_ hereby agree that I shall only use and display the transporter plate provided by M&L Transport of PA LLC under the specific dispatch of M&L Transport of PA LLC. I also understand that the transporter plate is property of M&L Transport of PA LLC and I, in no right, am allowed to use, display, transport, ship, drive or any other means, or activity, with the use of this plate unless instructed by M&L Transport of PA under the dispatch of a vehicle with their authority. Any act of using the transporter plate in an un-intended manner will result in my immediate termination of employment.

I also understand that I can and will be held responsible for any and all charges including but not limited to: fines, lawyers and any other legal fees, damages, hospitalizations, injuries, claims, tolls, and in addition to any and all other charges that may apply if I use the transporter plate in any way other than intended by M&L Transport of PA LLC. This includes and is not limited to improper display of the plate, use of the plate for personal travel, transport for a vehicle not dispatched under the authority of M&L Transport of PA LLC, and any other means of using the transporter plate in an un-authorized manner.

I am also aware that any accidents, crashes, injuries, or damages I am involved in while I am using the transporter plate in an un-authorized manner, that I will fully take responsibility for my actions and I shall defend, indemnify, and hold M&L Transport of PA LLC, all of its officers, employees, and agents harmless from any and all claims, liability, losses, and expenses incurred from any act or omission of these claims while improperly using or displaying the transporter plate.

I am also aware that if I do not transport for M&L Transport of PA LLC over a reasonable amount of time that an employee, officer, or agent of M&L Transport of PA LLC may attempt to contact me to check on my status as an independent contractor for M&L Transportation. If such contact is to be attempted, I will, in my earliest convenience, contact M&L Transport of PA LLC and inform them of my status. I am also aware that at any time, not only due to lack of unit transportation, or from my termination of employment, M&L Transport of PA LLC may request the transporter plate to be returned to them. I will send the transporter plate back to them AS SOON AS POSSIBLE. Delays in M&L Transport of PA LLC receiving the transporter plate may result in the cancellation of the transporter plate, for which I will be charged, and the direct report to the Department of Motor Vehicles, and possibly even the law enforcement agencies at any locations M&L Transport of PA LLC deems necessary, of the transporter plate being lost or stolen. If such a case may occur, I will take full responsibility of the unlawful possession of the transporter plate, if plate is found in my possession or in unlawful use.

I certify that I understand these agreements for the M&L Transport of PA LLC Transporter Plate Policies and that I will NOT use the transporter plate in a manner un-intended by M&L Transport of PA LLC, and I will return the transporter plate if requested, or at the time of termination of my employment, or both, immediately to M&L Transport of PA LLC.

\_\_\_\_\_  
(INDEPENDENT CONTRACTOR SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(M&L AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(DATE)