

**M&L Transport of PA, LLC**

**INDEPENDENT CONTRACTOR DRIVER'S AGREEMENT**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between M&L Transport of PA, LLC (the Carrier) of 62 N Mountain Blvd, Mountain Top,  
Pennsylvania 18707, Luzerne County and  
\_\_\_\_\_  
of \_\_\_\_\_(the Contractor),

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 "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 while 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 Contractor's operating license within the past three (3) years; and

Whereas, the Carrier and 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. Carrier agrees to provide an opportunity for Contractor to transport vehicles from time to time. This shall not be construed as an Agreement by Carrier to provide any specific number of vehicles for transportation by the Contractor at any particular time or at any particular place. Contractor agrees that he/she has passed the U.S. Department of Transportation (hereinafter "DOT") physical and drug screen and meets the Federal Highway Safety Clearance Application Guidelines.

2. The parties intend and agree that this Agreement shall create an independent contractor relationship between the parties and not a master-servant, employer-employee, or principal-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 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 contractor personal vehicle or employee benefits of any kind.

3. The parties intend and agree that Contractor shall be responsible for moving customer-provided vehicle from pick-up point to delivery and that Contractor shall not be responsible for loading or unloading the cargo/goods being transported.

4. 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 Interstate Commerce Commission and the Department of Transportation 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 the equipment in accord with all applicable laws and regulations, including but not limited to 49 C.F.R. sects. 395.0- 395.15(Hours of Service of Drivers).

5. The Carrier agrees to pay the Contractor for services rendered which is incorporated by reference herein and shall be signed by the Carrier and the Contractor.

6. 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 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 Carrier may have against Contractor notwithstanding the fact that the above-named documents have not been timely provided.

7. The Carrier shall be authorized under this Agreement to deduct from payments due to Contractor those amounts which may have previously been advanced to 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, Carrier shall have forty-five (45) days after termination of this agreement to verify the account of the Contractor as to money owed to the Contractor and make appropriate deductions before final payment.

8. 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 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.

9. The Carrier shall not be responsible for expenses of Contractor concerning a trip in the service of the Carrier, including but not limited to, fuel, meals, lodging, if necessary. Carrier shall not be responsible for Worker's Compensation insurance for Contractor. Carrier is not responsible for social security, unemployment or other payroll taxes for the Contractor. Such matters are the sole responsibility of the Contractor. Carrier shall furnish to Contractor a Form 1099 at the end of the year for Contractor's service with Carrier.

10. Contractor shall exercise his/her best efforts to conduct his/her duties/obligations under this Agreement to assure continued customer satisfaction with Carrier and Carrier's business.

11. This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days written notice. In addition, if Contractor becomes involved in any legal proceedings that in the opinion of the Carrier interfere with the diligent, efficient performance and satisfactory completion of Contractor's duties or if Contractor has committed serious misconduct in connection with his/her performance hereunder or if Contractor has committed a material breach of this Agreement, Carrier may terminate this Agreement immediately by providing written notice to the Contractor. Carrier may also terminate this Agreement immediately if Contractor becomes incapacitated or disabled and is unable to perform under the terms and conditions of this Agreement.

12. 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.

13. If any term or condition of this Agreement, the deletion of which would adversely affect the receipt of any material benefit by 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 law.

14. 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.

15. No assignment of this Agreement shall be made by either party without the express written consent of the other.

16. 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 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 Contractor. The Contractor shall use said Transporter Plates and/or Equipment exclusively for M&L Transport of PA, LLC contracted work.

17. Noncompliance by either party with the obligations 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 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.

18. 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, return receipt requested addressed to the party as follow:

19. 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 a contractor's personal vehicle under any circumstances.

20. 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 Contractor in the provision of services under this Agreement, and any taxes or other payments owed by the Contractor to any governmental agency as a result of any services provided hereunder, any compensation owed to any employee of Contractor services provided hereunder, any compensation owed to any employee of Contractor services provided hereunder, or from any determination that Contractor is not an independent contractor.

21. For the full and proper performance of each trip made by Contractor under the terms of this Agreement, The Carrier agrees, with such expectations as agreed to between Carrier and Contractor, to pay Contractor as follow:

1. \$.65 for Non CDL trips, \$.70 for CDL trips for all miles traveled transporting vehicle;
2. Fuel costs reimbursed on a per mile basis according to attached M&L Drive away fuel surcharge schedule;
3. Authorized toll tickets will be reimbursed at 100%
4. Mileage will be computed from the PC Miler 2000 mileage program. In the event the program is no longer available, mileage will be computed based upon information provided in any sufficiently similar publication or document, selected by Carrier and generally relied upon by the industry;
5. 50% advance on pay; remainder of pay paid upon delivery pursuant to terms of this Agreement.

22. Federal Motor Carrier Safety Regulations pocketbook that is yours to keep and familiarize yourselves with. It is very important that you take the time to familiarize yourselves with all the regulations to ensure we are as safe as can be while operating commercial motor vehicles. **I need you to fill out the first page of the pocketbook and carefully rip out of the book and mail back to M&L transport so that we can put in your personnel file.**

23. Regulation on using handheld mobile cell phones while driving. It is prohibited to use, reach for, hold, or dial a cell phone while operating a commercial motor vehicle. If caught, drivers will face penalties of up to \$2,750 for each offense and disqualification of their commercial driver's license.

M&L supports this new law and does not allow any of the before mentioned practices by any driver.

24. Contractor hereby agrees that it shall only use and display the transporter plate provided to it by the carrier while under the specific dispatch of the carrier. Contractor's failure to abide by this requirement shall result in the immediate termination of any and all agreements then in place between the carrier and contractor. The contractor shall be responsible for all legal expenses, including attorney fees and disbursements, incurred by the carrier resulting from the contractor's breach of this term.

In the event that the contractor is involved in an accident, incident or any happening while operating a motor vehicle that is improperly displaying the carrier's transporter plate, the contractor shall defend, indemnify and hold the carrier, its officers, employees and agents harmless from any and all claims, liability, damages, losses and expenses arising from any act or omission of the contractor that occurs while improperly displaying the carrier's transporter plate.

25. M&L Transport insurance policy has a \$5000 deductible. If the contractor is at fault for any accident or damages, they will be required to reimburse M&L Transport as agreed upon by the Operation Manager and the contractor.

If to Contractor:

If to Carrier: M&L Transport

PO Box 4140

Rome, NY 13442-4140

Attn: Ed Danielski

Safety Manager

CONTRACTOR:

M&L Transport:

NAME: \_\_\_\_\_

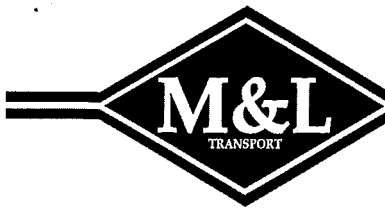
NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_





PO Box 4140 · Rome, NY 13440

800.756.1331 · 315.339.0978 (Fax)

# **FLEET SAFETY POLICY**

**An Independent Contractor Guide to Fleet Safety Policies and Procedures  
Supporting a Safety-Conscious Work Environment**

## 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**

**Timothy J. Beck – 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 extensive online modules, telephonic orientation with the Safety Manager, and bi-annual in-person fleet-wide safety meetings. 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 ¼ 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. Level II and III inspections will receive a \$50 bonus. Level I inspections will receive a \$75 bonus.

**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.

\_\_\_\_\_  
Independent Contractor's Signature

\_\_\_\_\_  
Date