



Driver Application for Contract

American Driveaway, LLC
355 N State Hwy 128
Cowden IL 62422
Phone: 217.783.2247
Fax: 844.828.3501
loads@americandriveaway.com

PLEASE COMPLETE AND RETURN ALL PAGES

Include copies of the below documents with your application:

- Driver’s License
- Social Security Card
- Long form Physical
- Medical Card
- Current MVR (within the last 30 days)
- Current DOT 5-Panel Drug Screening (within the last 60 days) – this will be done after insurance approval.

American Driveaway, LLC will not assign loads to you until the above documents are received. Please make sure all documents and application are legible.

Please sign and complete all the documents in the application. Make not of any sections that has “Office Use Only” and do not fill in those areas.

Please Print

Last Name _____ First _____ Middle _____

SSN: _____ - _____ - _____

DLN: _____ State _____

Date of Birth: _____

Current Address: _____ City _____ State _____ Zip _____

Length of time at this address: _____

Phone: (_____) - _____ - _____

Email Address: _____

Emergency Contact: _____ Relationship: _____ Phone: _____

Referred by: _____

Type of Driver (please circle): singles boom 3-ways 4-ways



Education

Highest Grade Completed _____ College _____

Last School Attended _____ City _____ State _____

Driving School Attended _____ City _____ State _____

General

Have you ever been convicted of a felony: yes no (If yes, please explain) Conviction of a crime is not an automatic bar of contract, all circumstances will be considered.

Have you ever been convicted of or have a pending DWI / DUI? Yes No If yes, when? _____

Have you ever been bonded? Yes No If yes, when? _____

Are you authorized to work in the United States? Yes No

Is there any reason you might be unable to perform the functions of the job for which you have applied?

Yes No If yes, explain _____

Driver Experience and Qualifications

List each unexpired commercial motor vehicle operator’s license or permits you hold

State	License or Permit Number	Expiration Date

List the nature and extent of your experience in the operations of motor vehicles, including the type of equipment (buses, trucks, tractors, semi-trailers, full trailers, etc.)

Type	Miles or Years of Experience



List all motor vehicle accidents in which you have been involved in the last 3 years

Date	City/State	Nature of Accident	Injuries	Fatalities	Vehicle Type

I certify that I have not had any accidents in the last 3 years

List all violations of motor vehicle laws or ordinance of which you were convicted or forfeited bond or collateral during the last 3 years

Date	City/State	Charge	Penalty	Vehicle Type

I certify that I have not had any conviction or bond forfeitures in the last 3 years

Please list any details and circumstances of any denial, revocation, or suspension of any license, permit, or privilege to operate a motor vehicle.

List any endorsements, safety achievements, or safety coursed you have taken:

Employment History

The U.S. Department of Transportation requires that driver applicants show all employment for the past three years. Applicants applying to operate vehicles having a GVWR of 26,001 lbs. or more, vehicles designed to transport 16 or more passengers (including the driver), or any size vehicle used to transport hazardous materials in a quantity requiring placarding please include 10 years of experience.

Start with the current or most recent position, including military experience. Please list if you were subject to the Federal Motor Carrier Safety Regulations while employed with any listed employer. FMCSRs apply to anyone operating a motor vehicle on a highway in interstate commerce to transport passengers or property when the vehicle: (1) weighs or has a GVWR of 10,001 lbs or more, (2) is designed or used to transport more than 8 passengers (including the driver), or (3) is of any size and is used to transport hazardous materials in a quantity requiring placarding.



Employer Name:	Supervisor Name:
Address:	Position Held:
City: State:	From: To:
Phone: Fax:	Salary:
Reason for Leaving:	
Were you subject to the FMCSR's while employed by this employer?	
Was your position a safety sensitive function regulated by CFR part 40?	

Employer Name:	Supervisor Name:
Address:	Position Held:
City: State:	From: To:
Phone: Fax:	Salary:
Reason for Leaving:	
Were you subject to the FMCSR's while employed by this employer?	
Was your position a safety sensitive function regulated by CFR part 40?	

Employer Name:	Supervisor Name:
Address:	Position Held:
City: State:	From: To:
Phone: Fax:	Salary:
Reason for Leaving:	
Were you subject to the FMCSR's while employed by this employer?	
Was your position a safety sensitive function regulated by CFR part 40?	

Employer Name:	Supervisor Name:
Address:	Position Held:
City: State:	From: To:
Phone: Fax:	Salary:
Reason for Leaving:	
Were you subject to the FMCSR's while employed by this employer?	
Was your position a safety sensitive function regulated by CFR part 40?	

Employer Name:	Supervisor Name:
Address:	Position Held:
City: State:	From: To:
Phone: Fax:	Salary:
Reason for Leaving:	
Were you subject to the FMCSR's while employed by this employer?	
Was your position a safety sensitive function regulated by CFR part 40?	



Fair Credit Reporting Act Disclosure and Authorization

It is American Driveaway, LLC’s company policy to perform certain background checks of its employees annually as required by the FMCSA §391.25 & §391.27. This will include checking your drug/alcohol test records and driving records. The report may contain information on your character, general reputation, personal characteristics and mode of living. We will use this information as part of the basis for our decision regarding your continued contract employment. We may not obtain this information without your express written consent. You do not have to consent; however, you will not be eligible for continued contract employment unless you agree to permit us to obtain this information. To help us obtain this information we sometimes use a consumer reporting agency. In the event that we intend to make an adverse decision based on any information obtained, we will tell you and provide you with a copy of what we obtain; we will also provide a copy of your rights in the form prescribed by the Consumer Financial Protection Bureau. If you would like a copy of any report that we receive, you can obtain a copy by making that request to us in writing at this time.

Acknowledgement and Authorization

I acknowledge receipt of A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT. I authorize American Driveaway, LLC and Explore to make lawful inquiries, including of my prior employers, and other entities and persons to verify my suitability for employment. This may include requests for information regarding my criminal, civil and motor vehicle records. I authorize the release of this information by any prior employer and anyone else having information or documentation about me to American Driveaway, LLC and Explore. I authorize Explore Information, LLC or other consumer reporting agencies to provide consumer and investigative consumer reports to you. I agree that so long as I remain employed by the above-named employer, that this Disclosure and Authorization shall remain in perpetuity; accordingly, it shall not be necessary for me to sign a new Disclosure and Authorization.

Applicant’s Signature X

Driving History Disclosure and Authorization

I hereby authorize release of information from my Department of Transportation driving and safety records by my previous employers and to the prospective employer American Driveaway, LLC. This information may also be released to the employer’s authorized background check vendor, Explore Information LLC., located at 2750 Blue Water Road, Suite 200, Eagan, MN 55121. This release is in accordance with DOT Regulation 49 CFR Part 391.23. The information to be released will include my driving safety history and the items identified at 49 CFR 391.23.

Applicant’s Signature X

This certifies that this application was completed by me, and that all entries on it and information contained herein are complete and true to the best of my knowledge.

Applicant Signature X Date:



**THE BELOW DISCLOSURE AND AUTHORIZATION LANGUAGE IS FOR MANDATORY USE
BY ALL ACCOUNT HOLDERS
IMPORTANT DISCLOSURE REGARDING BACKGROUND REPORTS FROM THE PSP Online
Service**

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

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

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

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

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

The Prospective Employer cannot obtain background reports from FMCSA without your authorization.



AUTHORIZATION

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

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

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

I understand that any crash or inspection in which I was involved will display on my PSP report. Since the PSP report does not report, or assign, or imply fault, I acknowledge it will include all CMV crashes where I was a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, I understand all inspections, with or without violations, will appear on my PSP report, and State citations associated with FMCSR violations that have been adjudicated by a court of law will also appear, and remain, on my PSP report. I have read the above Disclosure Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this Disclosure and Authorization, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Date: _____

Signature

Name (Please Print)

NOTICE: This form is made available to monthly account holders by NIC on behalf of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA). Account holders are required by federal law to obtain an Applicant’s written or electronic consent prior to accessing the Applicant’s PSP report. Further, account holders are required by FMCSA to use the language contained in this Disclosure and Authorization form to obtain an Applicant’s consent. The language must be used in whole, exactly as provided. Further, the language on this form must exist as one stand-alone document. The language may NOT be included with other consent forms or any other language. LAST UPDATED 12/22/2015



Receipt of Drivers Rights - §391.21 (i) – (j) (DIH-6)

Employers who are regulated by the Federal Motor Carrier Safety Administration (FMCSA) must expressly notify an applicant, who has been employed by a Department of Transportation-regulated employer during the preceding three years, that the applicant has certain rights regarding the investigative information that will be provided by his/her previous employer(s). These rights are covered in Part 391.23 (i) – (j) of the Federal Motor Carrier Regulations.

If you disagree and feel that the information previous employers have presented is false or inaccurate, you may request that the information be challenged. We will provide you with the document to detail your request / complaint. The applicant will be responsible for detailing the complaint and returning the document to our recruiting department.

I acknowledge that **American Driveaway, LLC** has provided me with written instructions regarding my rights as defined in Part 391.23 (i) – (j) of the Federal Motor Carrier Safety Regulations. I have reviewed these materials which include information on the following:

- **Right to Review Information** – I have the right to review the information provided by my previous DOT-regulated employer(s).
- **Right to Request Corrections** – I have the right to request corrections to information that my previous DOT-regulated employer(s) provides, which I believe contain errors.
- **Right to Rebut Information** – I have the right to rebut the information provided by my previous DOT- regulated employer(s).

Driver's Name

Driver's Signature

Date

Motor Carrier Representative

Date



**Alcohol and Substance Abuse Policy Information Receipt §382.601
Pre-Employment Testing §382.113 & §382.301 (DAHF-1)**

I have been provided a written copy of the Drug and Alcohol Policy and educational materials. My signature certifies receipt of the DOT required information packet, and that I have reviewed the policy, that I have been given the opportunity to ask questions concerning the policy, that I understand the policy, and that I agree to abide by the policy. I further understand that the Company has the right to discipline and/or terminate any contract driver who does not comply with the policy. I agree to comply with the procedures outlined in the policy and I agree that the results of tests may be reported to the Company.

The content of this information covers: Contact information for questions; Which categories of drivers are covered under this policy; Description of safety-sensitive functions; Circumstances for testing, including post-accident testing; Prohibited conduct and its consequences; Testing procedures and requirements, including procedures covered under 49 CFR Part 40; Requirement to submit to testing; Explanation of refusal to submit and consequences; Consequences for violations of the policy, including when a contractor will be removed from duty; The consequences for alcohol concentration levels; Information concerning the effects of alcohol and controlled substances on an individual’s health, work, and personal life; Signs and symptoms of abuse; and Available methods of intervention when an alcohol or controlled substance problem is suspected.

I understand that before I can perform safety-sensitive duties for this DOT-regulated employer, American Driveaway, LLC, I must first undergo testing for controlled substances. All testing will be conducted in compliance with DOT requirements. This testing will be coordinated with the recruiting department.

After a contract is awarded to a driver they are subject to random screening, post-accident screening, and reasonable suspicion screening. The situations and process for each of these is outlined in The Company’s Alcohol and Substance Abuse Policy.

I understand I will be tested for:

- Marijuana, Cocaine, Phencyclidine (PCP), Opiates, and Amphetamines [DOT 5 Panel Drug Screen] prior to beginning work in a safety sensitive position. I also understand that this same 5 Panel test, in conjunction with Alcohol testing will be utilized for post- accident, random, and reasonable suspicion testing.

Print Name: _____ Signature: _____ Date: _____



Safety Performance History Investigation—§391.23(f) (DIH-1)

As required safety regulations, §382.413, §40.25 and Section §391.23 of the US DOT Federal Motor Carrier Safety Regulations. I hereby authorize you to release the following information to American Driveaway, LLC for purposes of background investigation. I understand and agree that this information released will pertain to DOT- regulated testing items, this includes pre-employment testing results that have occurred during the previous 3 years. I understand and agree that all parties are released from any and all liability which may result from the gathering of this information.

Printed Name: _____ Signature: _____

SSN: _____ Date: _____

TOP SECTION TO BE COMPLETED BY APPLICANT BOTTOM SECTION TO BE COMPLETED BY PREVIOUS EMPLOYER FAX 844.828.3501

Past Employment History

The above individual has applied for a position with American Driveaway, LLC. They have listed your company as a previous employer. American Driveaway, LLC is requesting the employment history of the above-named person as required by the FMCSA.

Company: _____ Position: _____

Employed from _____ to _____

1. Did the above-named applicant work for your company? YES NO
If yes, please state the actual dates of employment: From _____ to _____

2. Did he/she drive a CMV for your company? YES NO
If yes, please check the appropriate type of vehicle: Straight Truck Tractor/Semi Trailer Bus Other

3. Was the above individual ever involved in any vehicular accidents while employed by you? YES NO
Please list any accidents

Date: _____ Type: _____ Fatalities _____ Injuries _____ Tow _____

Date: _____ Type: _____ Fatalities _____ Injuries _____ Tow _____

Is this driver eligible for re-hire? YES / NO _____

Is there any reason that I should consider not hiring this applicant?



Past Employment History Continued

Was the applicant: DISCHARGED / LAID-OFF / RESIGN

Please rate the applicant in the following areas. Please provide any explanation needed below in comments:

Co-operation with others: EXCELLENT GOOD FAIR POOR

Safety Habits: EXCELLENT GOOD FAIR POOR

Personal Habits: EXCELLENT GOOD FAIR POOR

Driving Skills: EXCELLENT GOOD FAIR POOR

Attitude: EXCELLENT GOOD FAIR POOR

Professionalism: EXCELLENT GOOD FAIR POOR

Timeliness: EXCELLENT GOOD FAIR POOR

Comments:

Part 391.23 requires a previous employer regulated by the DOT to provide a specific contact when responding to Safety Performance History. The driver may choose to contact you regarding the information you have provided.

Contact Name: _____ Phone: _____ Date: _____ Fax: _____

In the past 3 years did the applicant (please check one)

1. Did the employee have any confirmed alcohol test with a concentration of 0.04 or higher? YES NO
2. Did the employee have any verified positive drug tests? YES NO
3. Did the employee refuse to be tested? YES NO
4. Did the employee have any other violations of DOT agency drug and /or alcohol testing regulations? YES NO
5. Did a previous employer report a drug and/or alcohol rule violation to you? YES NO

If yes to any of the drug and alcohol related questions, please provide the documentation to verify the individual's successful completion of the return to duty process.

Signature of Company Official Releasing Information: _____



Certificate of Compliance with Driver’s License Requirements

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport 16 or more people, or transports hazardous material that require placarding.

The requirements in Part 391 apply to every driver who operates commerce and operates a vehicle weighing 10,001 pounds or more, can transport 16 or more people, or transports hazardous materials that require placarding. **DRIVER REQUIREMENTS:** Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1997.

They are as follows:

1. **POSSESS ONLY ONE LICENSE:** As a commercial vehicle driver, you may not possess more than one motor vehicle operator’s license. If you have more than one license, keep the license from your state of residence and return the additional licenses to the states that issued them. Destroying a license does not close the record in the state that issued it; you must notify that state. If a multiple license has been lost, stolen, or destroyed, close your record by notifying the state of issuance that you no longer want to be licensed by that state.
2. **NOTIFICATION OF LICENSE SUSPENSION, REVOCATION OR CANCELLATION:** Sections 391.15(b) (2) and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the next business day of any revocation or suspension of your driver’s license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it within 30 days to:
 - a. Your employing motor carrier, and
 - b. The state that issued your license. (If the violation occurs in a state other than the one which issued your license.) The notification to both the employer and state must be in writing.

The following license is the only one I possess:

License Number: _____

State: _____

Expiration Date: _____

I certify that I have read and understood the above requirements:

Applicant Printed Name: _____

Applicant Signature: _____ Date: _____



Annual Certificate of Violations and Supervisor Review—§391.27 (DQ-5)

In accordance with the FMCSA Regulation §391.27:

I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past 12 months.

Driver's Name: _____ **Date:** _____

Date	Offense	Location	Vehicle Type

Check the box if you had no violations in previous 12 months.

Driver's Signature

Date

American Driveaway, LLC 355 N State Hwy 128, Cowden, IL 62422

OFFICE USE ONLY

Reviewed by: _____

In accordance with the Department of Transportation Section §391.25:

I have reviewed the above driver's motor vehicle record, and have found that the above driver meets minimum requirements for safe driving. YES NO

Signature

Date



Contract Hauler Agreement

This agreement has been entered this day _____ of _____, _____ between _____
_____ (Hauler) and American Driveaway, LLC (ADAW).

The parties mutually agree as follows:

1. INDEPENDENT CONTRACT HAULER STATUS

The relationship of the Hauler to ADAW under this agreement is that of an independent contractor, and not that of an employee of ADAW. Except as otherwise provided in this agreement, the Hauler is to determine the manner, details, and means of performing the services and conforming to regulatory requirements and specifications of the customer. The Hauler will hold ADAW harmless for failure to make federal, state, or local income tax payments in connection with any income earned by the Hauler under this agreement, or for failure to make any required contributions for Social Security, Medicare, or related payment obligations on behalf of the Hauler.

2. RESPONSIBILITY OF HAULER

- A. The Hauler may accept any reasonable dispatch provided to him by ADAW.
- B. The Hauler will transport and move in an efficient and prompt manner complying with all applicable requirements of federal, state, and local governments.
- C. The Hauler will supply all decking and/or towing equipment necessary to transport motor vehicles contracted by ADAW.
- D. The Hauler will pay all expenses incurred in hauling said vehicles, except general liability insurance, fees, and certain permits furnished by ADAW. This includes any expenses ADAW incurs if the Hauler cannot complete the assigned load.
- E. The Hauler will indemnify ADAW and hold ADAW harmless for the loss of or damage to the equipment used for performing services and any loss incurred as a result of failure of Haulers equipment under this Agreement.
- F. The Hauler will determine the most efficient and economical route for moving units from origination to destination and is responsible for calling the customer directly for directions or other information not involving ADAW's daily business.
- G. The Hauler will perform the Hauler's duties under this agreement in a competent, efficient, and business-like manner.
- H. The Hauler will contact ADAW by phone, email, or in person at least once per week. This is necessary to maintain contact to verify the Hauler's status and welfare.
- I. The Hauler will not carry any passengers unauthorized by ADAW while performing services under this agreement or use our drive-away plates for any reason other than official drive-away operations. ADAW is not responsible for any damages or injuries involving passengers not authorized.



J. As a pre-condition to payment by ADAW under this agreement, the Hauler will deliver or mail, email to ADAW on the day following delivery of the load the following:

1. Signed (at origin and destination) Bills of Lading and Inspection Reports.
2. Driver's Log Sheets, up to and including the final delivered load and any off-duty status logs in between loads as well as copies of all previous logs used to run loads for other companies. Logs should be properly completed showing all fuel stops and walk-around inspections and miles-by state driven daily. Logs must be turned in within 10 calendar days to be considered current with ADAW.
3. Original copies of all fuel receipts.
4. All reimbursable expense receipts (oil, tire repairs, breakdowns, second wreckers, DEF, etc.) and tow non-reimbursable receipts for log verification.
5. Motel receipts when a layover is previously determined and authorized.

K. The Hauler is responsible for posting ADAW plates, placards and IFTA information when transporting a vehicle for ADAW. The customer's USDOT number and company name should be covered by the Hauler using the placards provided by ADAW. At the conclusion of the delivery, it is the responsibility of the Hauler to retain the plates and placards.

L. The Hauler will return promptly to ADAW, upon termination of this agreement, all license plates, permits, identification devices, and evidence of motor carrier permits which ADAW obtained and placed in the Hauler's possession. The Hauler authorizes ADAW to withhold a deposit of \$ 2,500.00 for singles drivers, \$ 2,500.00 for deck drivers, from payments due the Hauler under this agreement for the use of these permits and plates. Upon termination of this agreement, this deposit will be credited to the Hauler's account and included in computation of any final settlement.

M. The Hauler will complete a minimum of two (2) loads each month in order to remain active with the company. Your contract is subject to termination if you are inactive for more than 3 months. The Hauler also agrees to call dispatch by 9AM daily when assigned a load by American Driveaway, LLC. If the Hauler does not call, dispatch will be checking in with the Hauler for a status update.

N. The Hauler is responsible for keeping a copy of this executed Contract Hauler Agreement in any vehicle driven for ADAW.

O. The Hauler is granted exclusive possession, control and use of the truck during the terms of this agreement for any load that ADAW has dispatched to the Hauler. The Hauler assumes responsibility for and agrees to operate the vehicle in a safe and legal manner while transporting the vehicle for ADAW.

3. DEDUCTIONS FROM PAYMENTS TO HAULER

- A. Cash advances made to the hauler
- B. Car rental the driver is responsible for
- C. The loss of Illinois drive-away plates provided by ADAW (\$ 125.00 per plate)
- D. The loss of Arizona drive-away plates provided by ADAW (\$ 125.00 per plate)



E. The amount of any damages paid by ADAW for motor vehicles transported by the Hauler, regardless of fault or cause. The Hauler also agrees to pay ADAW any insurance deductible paid by ADAW for damages to vehicles or property in the possession of the Hauler and insured by ADAW, regardless of cause or fault. Unless otherwise agreed to by ADAW and Hauler, ADAW will apply escrow balance to damages or insurance deductibles.

F. The cost of any worker's compensation or occupational accident insurance paid on behalf of the Hauler. This is a mandatory deduction for all drivers who do not carry a personal policy. If you carry a personal policy, you are required to list American Driveaway, LLC as an "interested party" and provide ADAW with a copy of the Hauler's policy. ADAW will supply a copy of this policy at the request of the Hauler.

G. The Hauler assumes responsibility for any fines or warnings acquired during any safety and compliance inspections. If a driver is given any violation they will incur a fine of \$75 for the first violation and \$150 for any violation after that from ADAW. This fine will be taken out of the haulers escrow account and then replaced on the next paying load. Hauler will receive \$75 for every roadside inspection that is turned into ADAW within 3 days that shows no violations were found.

H. Any finance charge assessed to an individual carrying a negative balance. This is calculated at 1.5% per pay period based on the entire negative balance.

I. At the request of the Hauler, ADAW will provide an accounting to the Hauler of their escrow account.

J. Hauler will be liable for any claims on units. Customers have up to 30 days from date of drop off to submit claim on used trucks and up to 9 months on new trucks. American Driveaway reserves the right to hold escrow for any possible claims during that time frame.

4. RESPONSIBILITIES OF ADAW

A. ADAW will pay the Hauler for the delivery of motor vehicles in accordance with and subject to all the terms of this agreement.

B. ADAW will provide adequate Liability Insurance subject to all requirements as set forth by the Interstate Commerce Commission. ADAW has the legal obligation to maintain insurance coverage for the protection of the public. ADAW will maintain Liability and Cargo Insurance for driveaway operations.

C. ADAW will furnish to the Hauler:

1. I.C.C. authorities
2. Illinois drive-away plates ***Authorized Use Only***
3. UCR authority and certain other permits
4. EFS pay cards
5. IFTA Placards

D. ADAW will make cash advances to the Hauler, in such amounts, not to exceed 65% of load pay (except in cases of emergency), and from time to time as ADAW may deem necessary. No more than \$500 / day until a full escrow deposit is collected.



E. ADAW will reimburse the Hauler for expenses incurred on the customer's behalf for repair and maintenance to the customer's equipment or major repairs authorized by ADAW and / or customer.

5. TERMINATION

This agreement may be terminated by either party upon seven days' notice. ADAW may terminate this agreement with no prior notice to the Hauler based upon any dishonest act of the Hauler or upon the Hauler's failure to perform the obligations set forth in paragraph 2 above. The Hauler may not terminate this agreement during the course of a haul for a customer. All notices shall be deemed given when personal communication in form of a signed letter either by email, fax or U.S mail is received.

- A. Hauler will maintain a probationary period 10,000 miles from beginning of contract
- B. Hauler will forfeit or relinquish any and all escrow occurred if employment is terminated within 90 days or before the probationary period has ended.
- C. **Covenant Not to Compete.** Hauler agrees that at no time during the term of your contract with ADAW will you engage in any business activity which is competitive with ADAW. For a period of one (1) year immediately following the termination of your contract, Hauler will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with ADAW.
- D. **Non-solicitation.** During the term of your contract, and for a period of one (1) year immediately thereafter, Hauler agrees not to solicit any employee or independent contractor of ADAW on behalf of any other business

6. PAYMENT UPON TERMINATION

- A. Upon termination of this agreement, ADAW will make a final settlement with the Hauler and return escrow funds within ninety (90) days, providing there are no outstanding or unresolved expenses or claims against the Hauler, that no part of the contract or application agreement was broken and all properties of ADAW, including but not limited to drive-away plates, authority books, fuel permits, insurance certificates, I.C.C. authorities and any remaining Com-Data cards or checks, have been returned to ADAW. If the Hauler fails to return these items within ten (10) days, the Hauler thereby surrenders to ADAW any deposit(s) previously withheld.
- B. If training has taken place – **Training Costs Agreement** will be enforced upon termination of contract.

7. COLLECTIONS

Upon termination of this agreement, the Hauler acknowledges the right of ADAW to collect on unsettled amounts not covered by the Hauler's escrow account. The Hauler agrees to pay outstanding or unresolved expenses that arise from fines, fees, damage, recovery, unreturned property of ADAW, or the cost of covering an abandon load. The Hauler acknowledges that ADAW reserves the right to take action against the Hauler for unresolved amounts through a collection agency.

8. MISCELLANEOUS

This document is the entire agreement between the parties. It shall not be amended except in writing signed by both parties. Time is of the essence in the performance of these obligations imposed under this agreement.



The duties and obligations may not be assigned or delegated by the Hauler or ADAW to another without the expressed consent of the other party to this agreement. Failure of ADAW to seek strict enforcement of this agreement in any particular instance shall not constitute a waiver of ADAW right to strict enforcement of this agreement on any other occasion.

9. GOVERNING LAW

The agreement shall be governed by and construed and enforced in accordance with the laws of the state of Illinois.

Applicant Printed Name: _____ Signature: _____ Date: _____

American Driveaway LLC
355 N State Hwy 128
Cowden IL 62422



CONTRACT EMPLOYEE INFORMATION AND VERIFICATION: (To be completed and signed by the contracted employee)

Name: (Print or Type) Last First Middle Birth Name

Address: Street Name and Number City State Zip Code

Date of Birth (Month/Day/Year) Social Security Number

I certify that I am:

- A citizen or national of the United States.
- An alien lawfully admitted for permanent residence (Alien Number _____).
- An alien authorized by the Immigration and Naturalization Service to work in the United States (Alien Number _____), or Admission Number _____. Expiration of employment authorization, if any _____.

I attest, under penalty of perjury, that the above information and documents that I have presented as evidence of identity and employment eligibility are genuine and relate to me. I understand that federal law provides for imprisonment and/or fine for any false documents in connection with this certification.

Signature _____ Date _____

OFFICE INSTRUCTIONS: Examine one document from List A and check the appropriate lines; or examine one document from List B and one from List C and check the appropriate lines. Provide the Document Identification Number and Expiration Date for the document checked.

Document Identification # _____
Expiration Date (if any) # _____

Document Identification # _____
Expiration Date (if any) # _____

Document Identification # _____
Expiration Date (if any) # _____

CERTIFICATION: I attest, under penalty of perjury, that I have examined the documents presented by the above individual, that they appear to be genuine and to relate to the individual named, and that the individual, to the best of my knowledge, is eligible to work in the United States.

Printed Name _____ Signature _____ Date _____



Applicant must read and sign.

I certify that I have read and understood all of this employment application. It is agreed and understood that the employer or its agents may investigate my background to ascertain any and all information of concern to my employment history, whether same is of record or not. I hereby release American Driveaway LLC, its officers, employees, agents, directors, affiliates and attorneys and any other persons named herein from all liability for any damages on account of furnishing such information. I understand that as an applicant for a position with this company, I may be asked to demonstrate that I am capable of performing tasks that are pertinent to the job.

I also understand that if offered a job, it may be conditioned on the results of a physical examination and drug test.

I understand that information provided in this application may be used to come to a decision on employment with this company. I also understand that misrepresentation or omission of information of facts may result in my rejection or dismissal. It is agreed and understood that this application for employment in no way obligates the employer to employ the applicant.

If hired, I agree to abide by all the results and policies of my employer.

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge. This also certifies that I have received a copy of the job description and company policies and all questions have been answered to my satisfaction.

Applicant Signature: _____ **Date:** _____

*In Compliance with the Equal Pay Act (EPA), qualified applicants are considered without pay differences to men and women if they perform substantially equal work in the same workplace. Also, all qualified applicants will be considered regardless of race, color, or religion.

OFFICE USE ONLY

Applicant Hired _____ Rejected _____

Date Hired _____ Date Rejected _____

*If rejected, summary report of reasons should be placed in file

Signature of interviewing officer _____

Termination of Contract

Date Terminated _____

Dismissed Resign Other

Termination letter placed in file _____

Supervisor Signature _____



American Driveaway LLC Operating Authority Policy

Please read the Operating Authority Policy, sign and return to your supervisor.

American Driveaway LLC provides all drivers plates, placards, and IFTA to operate under our MC/DOT authority. These items are to be used only on loads dispatched by your American Driveaway LLC dispatcher. Never, under any circumstance should they be used for any personal vehicle or another company's load. Any contractor using any of these items for anything other than a load dispatched by American Driveaway LLC will have their contract terminated immediately and will be prosecuted to the fullest extent of the law. The contractor will also be responsible for any legal fees associated with any illegal use of any American Driveaway LLC property.

- I acknowledge that I have received a written copy of the Operating Authority Policy from American Driveaway LLC.
- I fully understand the terms of this policy.
- I agree to abide by these terms.
- I am willing to accept the consequences of failing to follow the policy.

Driver Signature Date

Driver name printed



American Driveaway Distracted Driving Policy

Please read the Distracted Driving Policy, sign and return to your supervisor.

In order to increase driver safety and eliminate unnecessary risks behind the wheel, American Driveaway has enacted a Distracted Driving Policy, effective Immediately. We are committed to ending the epidemic of distracted driving, and have created the following rules, which apply to any driver operating under our authority.

- Contract drivers may not use a hand-held cell phone while operating a vehicle – whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.
- If contract drivers need to use their phones, they must pull over safely to the side of the road or another safe location.
- Distracted driving violations can and will lead up to termination.

I acknowledge that I have received a written copy of the Distracted Driving Policy, that I fully understand the terms of this policy, that I agree to abide by these terms, and that I am willing to accept the consequences of failing to follow the policy.

Driver Signature Date

Driver Name (printed)

Action:
Final rule.

Summary:
The Federal Motor Carrier Safety Administration (FMCSA) prohibits texting by commercial motor vehicle (CMV) drivers while operating in interstate commerce and imposes sanctions, including civil penalties and disqualification from operating CMVs in interstate commerce, for drivers who fail to comply with this rule. Additionally, motor carriers are prohibited from requiring or allowing their drivers to engage in texting while driving. FMCSA amends its commercial driver's license (CDL) regulations to add to the list of disqualifying offenses a conviction under State or local traffic laws or ordinances that prohibit texting by CDL drivers while operating a CMV, including school bus drivers. Recent research commissioned by FMCSA shows that the odds of being involved in a safety-critical event (e.g., crash, near-crash, unintentional lane deviation) is 23.2 times greater for CMV drivers who engage in texting while driving than for those who do not. This rulemaking increases safety on the Nation's highways by reducing the prevalence of or preventing certain truck- and bus-related crashes, fatalities, and injuries associated with distracted driving.
Authority: 75 FR 59118