

DOMINGUEZ & SONS TRUCKING, INC.

CA 0022975

UNDERLYING CARRIER: _____

IN ORDER TO UPDATE YOUR FILE THE FOLLOWING ITEMS ARE NEEDED ASAP!

_____ UNDERLYING CARRIER AGREEMENT (SIGNED AND INITIALED)

_____ COPY OF YOUR MOTOR CARRIER PERMIT (PERMIT, NOT RECEIPT)

_____ MOTOR CARRIER OF PROPERTY CERTIFICATE OF COMPLIANCE
(FORM CHP 809) (PLEASE FILL IN COMPLETELY)

_____ CERTIFICATE OF INSURANCE , (WITH A SEPARATE ENDORSEMENT
NAMING "DOMINGUEZ & SONS TRUCKING, INC.", AS ADDITIONAL
INSURED) WITH 30 DAYS NOTICE OF CANCELLATION

_____ CERTIFICATE OF WORKERS COMPENSATION
UNLESS OWNER/OPERATOR

_____ FORM W-9

_____ CURRENT COPY OF DRUG POOL PROGRAM CERTIFICATION

_____ PULLERS - ADDITIONAL CONTRACT AGREEMENT

**THESE ITEMS NEED TO BE IN OUR OFFICE BY THE 20TH IN ORDER FOR YOU TO
BE PAID ON TIME. THANK YOU FOR YOUR COOPERATION.**

THANKS!

ACCOUNTING OFFICE: 529 NORTH 10TH STREET, SAN JOSE, CA 95112
(408)971-3744 FAX:(408)275-6762

DOMINGUEZ & SONS TRUCKING, INC.

SUBHAUL AGREEMENT

Dominguez & Sons Trucking, Inc., a California Corporation, hereinafter called the Prime Carrier, and subhauler, _____ an independent contractor and not an employee, duly permitted by and registered with the California Public Utilities Commission, agrees to transport freight for PRIME CARRIER and hereinafter perform all services required for transportation of said freight, under the terms and conditions set forth.

1. SERVICES TO BE PERFORMED:

PRIME CARRIER agrees to hire the services of the SUBHAULER for the transportation of said, gravel, asphalt, dirt, rock, and similar building materials or any other commodities transported in PRIME CARRIERS equipment. Said Hire does not, in any way establish an employee/employer relationship and SUBHAULER agrees that he acts solely as an independent contractor.

2. EQUIPMENT CONDITION AND MAINTENANCE:

SUBHAULER represents and warrants that he is the owner of a motorized tractor capable of hauling the equipment (loaded to maximum capacity) , incorporated herein. SUBHAULER further represents and warrants that his tractor is in good working condition and state of repair and that he will, at his own cost and expense, make any repairs which may be necessary to keep his tractor in good condition while this agreement is in effect. It is understood that neither the SUBHAULER nor his servants, agents, or drivers are the employees of PRIME CARRIER and that any services performed by SUBHAULER for PRIME CARRIER shall be as an independent contractor.

3. OPERATING EXPENSES:

All expenses directly related to, or incident to, operation of SUBHAULER'S own equipment used in the performance of SUBHAUL SERVICES (including fuel, oil, tires, tubes, collision insurance, repairs, maintenance, payroll, and payroll deductions and withholdings, worker's compensation insurance, etc. , if any) shall be the SUBHAULER'S responsibility, and SUBHAULER shall indemnify PRIME CARRIER against any and all liability, loss, damage, or expense. All expenses directly related to the trailers owned by PRIME CARRIER (tires, tubes, licenses, repairs, maintenance, etc.) shall be the PRIME CARRIER'S responsibility, except when caused by SUBHAULER'S negligence, in which event the expense of repair or replacement shall be borne by SUBHAULER. SUBHAULER shall not, at any time, incur any indebtedness in the name of, or against the credit of, PRIME CARRIER unless authorized to do so in writing by PRIME CARRIER and only upon issuance of Purchase Order by PRIME CARRIER.

Any indebtedness incurred by SUBHAULER in the name of the PRIME CARRIER pursuant to the written authority and/or Purchase Order of PRIME CARRIER as provided for, shall be subject to a ten percent (10%) handling charge which PRIME CARRIER shall be authorized to deduct from gross revenue of SUBHAULER.

4. INSURANCE--SUBHAULER:

SUBHAULER shall, at his sole cost and expenses, carry Public Liability insurance on the tractor and trailers in the minimum amount of \$1,000,000 per occurrence, and shall obtain and deliver to PRIME CARRIER a Certificate of Insurance coverage for the tractor and trailers naming said PRIME CARRIER as an additional insured. Said Certificate shall be in a form which will hold PRIME CARRIER harmless from any claims or demands made by third parties in connection with the possession, use and operation of the tractor and/or trailers. If SUBHAULER hires a driver he shall have a Certification of Worker's Compensation Insurance on file with PRIME CARRIER.

INITIAL HERE

DOMINGUEZ & SONS TRUCKING, INC.

5. MAINTENANCE OF RECORDS:

PRIME CARRIER shall furnish to SUBHAULER a Shipping Order and Receipt (Truck Tag) which shall serve as the basic accounting. SUBHAULER shall maintain Order and Receipt accurately, procure the necessary signatures, and deliver all truck tags for each days operation to the PRIME CARRIER'S dispatcher within three days.

6. COMPENSATION FOR SERVICE:

Compensation for transportation services performed by the SUBHAULER for the PRIME CARRIER shall be paid at ninety- four percent (94%) applicable minimum rates as prescribed in the Public Utilities Commission's Tariffs. When SUBHAULER pulls Dominguez & Sons Trucking, Inc. trailer, the charge for trailer rental will be deducted from the SUBHAULER'S gross revenue at a rate of Eighteen percent deduction for Highside and Regular End dump and Fifteen percent deduction for the Container Unit, and the Flatbed Trailer.

7. AUTHORIZATION FOR DEDUCTIONS BY PRIME CARRIER:

PRIME CARRIER is hereby given the right to pay and deduct from any and all amounts due to the SUBHAULER, Public Utilities Commission gross revenue taxes, and other amounts due PRIME CARRIER as a result of expenditures by PRIME CARRIER on behalf of SUBHAULER. PRIME CARRIER shall submit to SUBHAULER an itemized list of all deductions taken from SUBHAULER'S gross revenue.

8. TERMINATION FOR CAUSE:

It is also mutually agreed that if the SUBHAULER violates any of the terms and conditions contained in this Agreement, this Agreement and any other related Agreements in writing between the PRIME CARRIER and SUBHAULER shall, at the PRIME CARRIER'S option, become immediately null and void.

9. TERMINATION OF AGREEMENT:

Termination of this Agreement may be effected by either party upon at least twenty (20) days written notice prior to the date of termination, unless otherwise agreed in writing.

10. SUBHAULER agrees to provide PRIME CARRIER with the information requested on Attachment A to this Subhaul Agreement, and said Attachment will be incorporated as part of said Agreement.

Any default by either party to the terms and conditions of this Agreement may, at the option of the other party, serve to terminate this Agreement at once upon written or oral notice.

Dated: _____

SUBHAULER: _____

By: _____
Signature

TITLE: _____

PRIME CARRIER: DOMINGUEZ & SONS TRUCKING, INC.

BY: _____

TITLE: _____

DATED: _____

DOMINGUEZ & SONS TRUCKING, INC.

ATTACHMENT A

SUBHAULER INFORMATION

NAME OF SUBHAULER _____

DOING BUSINESS AS: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

MOTOR CARRIER PERMIT NO: CA# _____

FED ID: _____ TELEPHONE NO: () _____ - _____

FAX NO.: () _____ - _____

SOCIAL SECURITY #: _____

CA DRIVERS LICENSE # _____

DATE OF BIRTH: _____

MOTOR CARRIER OF PROPERTY CERTIFICATE OF COMPLIANCE (CHP 809)

I, THE UNDERSIGNED, CERTIFY THAT _____
(contracted carrier)

HOLDS A MOTOR CARRIER OF PROPERTY PERMIT, NUMBER CA _____

WHICH IS VALID THROUGH _____, A COPY OF WHICH IS
(date)

ATTACHED. I FURTHER CERTIFY THAT I, OR A COMPANY OFFICER, WILL IMMEDIATELY NOTIFY USERS OF THIS COMPANY'S SERVICES IF THE PERMIT IS SUSPENDED, REVOKED, OR IS OTHERWISE RENDERED INVALID.

SIGNATURE

PRINTED NAME

TITLE

CA DRIVERS LICENSE NUMBER

DATE: _____

One copy of this Certificate shall be provided to the person for whom services are provided (contracting motor carrier); one copy shall be retained by the motor carrier of property (the contracted motor carrier). Copies shall be retained by both parties for the duration of the contract or period of service plus two years, and shall be presented for inspection upon request by an authorized employee of the California Highway Patrol or the Department of Motor Vehicles.