

J.B. CRITCHLEY, INC.
AGRICULTURAL TRUCKING

Corporate Office
1125 S. Fisher Ave
Reedley, CA 93654
Tel. 559-638-1300 Fax. 559-638-1163

January 1, 2017

Dear Valued Sub-hauler:

We are currently updating our Sub-hauling records for the 2016 year. We are requesting that you fill out and return the enclosed contract as well as remit to us all necessary forms listed below by mail, fax, or email. If you have any questions or concerns, please feel free to call (559) 638-1300. Your cooperation is greatly appreciated.

Please remit the following documents:

- Filled out & signed Sub-haul contract (enclosed)
- W-9
- Certificate of Liability Insurance with J. B. Critchley, Inc. as the named insured (please see contract for specified amounts)
- Motor Carrier Permit / Authority
- Drug & Alcohol Enrollment Certificate
- DOT Safety Rating (must be satisfactory)
- Proof of Worker's Compensation Insurance
- Deduction Authorization Form
- Trailer Authorization Form
- Food Safety
- B.I.T. CURRENT
- Copy of Your Medical Card, Front & Back (Owner-Operators Only)
- Copy of your Driver's License (Owner-Operator Only)
- Worker's Compensation Waiver (Owner-Operator Only/
- Air Resources Board Compliance Report

Mailing Address: P. O. Box 947
Kingsburg, CA 93631

Fax Number: (559) 638-1163

Email Address: rachel@aslancoldstorage.com or janelle@aslancoldstorage.com

Thank you

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Kingsburg Office

1045 Simpson St
Kingsburg, CA 93631
Tel. 559-897-4609

Selma Yard

15462 S. Peach Ave
Selma, CA 93662

Please Mail all Correspondence and Invoices to P.O. Box 947 Kingsburg, CA 93631

PRIME CARRIER:

J.B. Critchley, Inc.
P.O. Box 947
Kingsburg, CA 93631
Tel 559-638-1300 Fax 559-638-1163

INDEPENDENT CONTRACTOR:

Prime Carrier and Independent Contractor agree as follows:

Independent contractor agrees to transport Agricultural Commodities for the Prime Carrier as hereinafter specified and to furnish all equipment and perform all services for such transportation beginning 01/01/17 and ending on or about 12/31/17.

Relationship of Parties

1. It is expressly understood and agreed that Independent contractor is and shall continue to be an independent contractor and under no circumstances is to be construed as an employee, partner, or joint venture of Prime Carrier.
2. Notwithstanding this Agreement, Prime Carrier shall have the right to use the services of any other contractor of its choice. Independent contractor shall have the right to refuse specific requests to transport freight of Prime Carrier. Additionally, Independent contractor shall have the right to transport freight for entities other than Prime Carrier.
3. Independent contractor represents and warrants that Independent contractor is engaged in the trucking business as a "For-Hire Carrier" and shall direct the operation of Independent contractor's equipment in all respect and shall determine the method, means and manner of performance, but not limited to, such matters as; the route, method of hauling or transportation, or the detail of management thereof. Independent contractor shall follow all instructions passed to Independent contractor by shipper on bill of lading or through Prime Carrier as Shipper Agent. Independent contractor's duties under this Agreement begins at the time Independent contractor arrives at a location requested by Prime Carrier and terminates upon completion of that delivery. Consequently, Prime Carrier shall have no authority, control, or liability regarding Independent contractor's activities before or after each instance, wherein, Independent contractor may perform under this Agreement. Independent contractor shall defend, indemnify and hold Prime Carrier and Prime Carrier's customers free and harmless from any and all claims, actions, losses, damages, or liabilities (except where caused by Prime Carrier's or customers sole negligence or willful misconduct) on account of injury or death of persons, or damage to property caused, arising out of Independent contractor's activities before, during and after the provision of services hereunder.

Insurance

4. Independent contractor will carry the following insurance at its own expense:

- (I) Automobile Liability insurance having a combined single limit for bodily injury and property damage of not less than one million (\$1,000,000.00) dollars per occurrence, or such increased amounts as required by Prime Carrier.
- (II) Cargo Liability insurance, covering goods on any trailer or equipment whether or not identified, with limits of not less than fifty thousand (\$50,000.00) dollars per occurrence for damage arising out of any one occurrence to property transported hereunder, or such increased amounts as required by Prime Carrier.
- (III) All Risk Physical Damage and Collision insurance in an amount at least equal to the value of all equipment at any time owned or provided by Prime Carrier hereunder, such coverage in one event to be less than seventy five thousand (\$75,000.00) dollars.
- (IV) Worker's compensation insurance, including coverage for owner/operators, sole proprietors, partners and officers, as applicable a waiver of subrogation should be attached to this policy in favor of Prime Carrier.

Independent contractor agrees to name Prime Carrier as an additional insured in Independent contractor policies (except Workers Compensation) and to deliver to Prime Carrier copies of certificates of insurance of Independent contractor. Such insurance protection as is extended to Prime Carrier, as the additional insured shall be primary insurance and any other protection available to such additional insured shall be excess over such insurance. Such insurance policies shall provide that they shall not be canceled by Independent contractor or its insurance company without at least Thirty (30) days written notice thereof served on Prime Carrier by said insurance company. It is understood that no transportation shall be performed hereunder until such certificates of insurance have been received and approved by Prime Carrier. Independent contractor shall have sole responsibility for selecting the insurance company to provide such insurance coverage.

Payment

- 5. Prime Carrier and the pay rate of Independent contractor will be adjusted for any lease of said equipment. Independent contractor further agrees Independent contractor shall defend, indemnify and hold Prime Carrier free and harmless from any and all claims, actions, losses, damages, or liabilities (except where caused by Prime Carrier's sole negligence or willful misconduct) on account of injury or death of persons, or damage to property caused, arising out of Independent contractor's activities before, during and after the provision of services hereunder.
- 6. Independent contractor shall deliver to the dispatching terminal or dispatcher, all completed documents relating to each haul/load upon completion of each load (Recon Sheets/Bill of Lading/Weight Certs/ etc.).
- 7. Prime Carrier agrees to pay Independent contractor based on payment schedule on file at Prime Carrier's Corporate Office. Independent Contractor shall receive a copy of payment schedule.
- 8. The independent contractor's rates for shipment are on file at the Prime Carrier's Corporate Office at 1125 S. Fisher Ave., Reedley, CA 93654 and a copy will be issued to the independent contractor at the time of signing the Agreement. All independent contractor earnings will either be mailed or can be picked up Aslan Cold Storage, LLC. 1125 S. Fisher Ave., Reedley, CA 93654. Checks will be ready after 4:00 p.m. within 30 days of invoice received date, if not picked up checks will automatically be mailed to the address provided on the following Monday.

Transportation

9. Independent contractor shall be responsible for the freight during the course of its transportation. Independent contractor shall defend, indemnify and hold Prime Carrier free and harmless from any and all claims, actions, losses, damages or death of persons, or damage to property caused or alleged to be caused by or in connection with the operations of any trucks or equipment belonging to or used by the Independent contractor or by his drivers, including all claims, losses or damage to cargo containers transported thereon, and to pay any and all judgments rendered in connection with all such claims, incurred by Prime Carrier in defense of any such claims, losses or damage.
10. Independent contractor agrees, that vehicle and/or vehicles shall be operated for and in compliance with the safety and traffic regulations of regulatory bodies having jurisdiction. Independent contractor shall be responsible for complying with all federal, state, and local laws, rules and regulations to his performance under the terms of this Agreement. The Independent contractor agrees to belong to the BIT Program (Biennial Terminal Inspection) and follow all rules and regulations regarding this program. Independent contractor further represents that Independent contractor holds all necessary State and/or Federal certificates, permits and licenses which are required to act as a hauling contractor; and is registered as required to operate under Federal and State law.

Labor and Equipment

11. All expenses incidental to Independent contractor's performance and services under this Agreement shall be borne by Independent contractor. In this regard, Independent contractor shall be responsible for paying his own vehicle license fees, property taxes, tolls, labor costs, and for paying his own insurance, fuel, oil, tires, lubrication, repairs, maintenance, and any and all other costs related to the operation of his equipment.
12. Independent Contractor shall furnish at his own discretion, selection and expense any labor required to transport freight from Prime Carrier. Prime Carrier is not a "joint employer" of Independent Contractor's employees and will not give direction to Independent Contractor's employees. Independent Contractor shall be solely be responsible for the direction and control of Independent Contractor's employees, including selection, hiring, firing, supervision, assignment and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances and shall defend and indemnify Prime Carrier from all claims relating to such. Independent Contractor shall determine the method, means, and manner of the performance of the work of Independent Contractor's employees and their performance of this Agreement. Independent Contractor assumes full and sole responsibility for the payment of all wages, benefits and expenses of Independent Contractor's employees and for all state and federal income tax withholding, unemployment insurance, social security taxes and for maintaining adequate Worker's Compensation Insurance Coverage for all Independent Contractor's employees in the performance of this Agreement and shall defend and indemnify Prime Carrier from all claims relating to such. Prime Carrier shall neither have, nor exercise disciplinary authority or control over Independent Contractor's employees in the performance of their work. Independent Contractor shall defend, indemnify and hold Prime Carrier and Prime Carrier's customers free and harmless from any and all claims, actions, losses, damages, or liabilities (except where caused by Prime Carrier's or Prime Carrier's customers sole negligence or willful misconduct) on account of injury to or death of persons, or damage to property caused, arising out of Independent Contractor's duties and responsibilities.

Deductions

13. Independent contractor authorizes Prime Carrier to deduct from Independent contractor's revenue amounts due to Prime Carrier for all charges incurred by Prime Carrier on behalf of Independent contractor. Such deductions include but are not limited to: advances, fuel, oil, cargo losses, insurance deductibles, equipment damages, parts and services supplied or rendered by Prime Carrier or Prime Carrier's vendors. A separate fuel agreement will be provided for Independent contractors wishing to purchase diesel fuel from Prime Carrier.
14. Prime Carrier will provide equipment as required by shipper to properly and protect loads. A separate tarp agreement will be provided stipulating the conditions of usage by Independent contractor. The Independent contractor, after terminating, will be required to turn in the equipment. Otherwise, will be charged for the cost of the equipment as detailed on the equipment agreement.

Termination

15. The parties hereto, agrees that this Agreement shall operate as a continuing agreement to cover transportation services to be performed by Independent contractor for Prime Carrier through dates of this Agreement until terminated:
 - (a) terminated immediately by Prime Carrier due to Independent Contractor's material breach of any provision of this Agreement or
 - (b) terminated by either party on two-weeks written notice of termination to the other party.

Uniform Trade Secret Act (UTSA)

16. Independent contractor acknowledges that during the term of this Agreement, Independent contractor will come into contact, and be exposed to confidential, proprietary, and trade secret information of Prime Carrier including but not limited to, customer lists, pricing and rates, and types of freight. Due to this fact, Independent contractor agrees: All files, records, documents, drawings, specifications, equipment, customer lists, pricing, rates, routes, and types of freight, and similar items relating to business of Prime Carrier or Prime Carrier's customers, whether they are prepared by the Independent contractor or come into Independent contractor's possession in any other way, and whether or not they contain or constitute trade secrets owned by the Prime Carrier, are and shall remain confidential and the exclusive property of the Prime Carrier and shall not be removed from the premises of the Prime Carrier under any circumstances whatsoever without prior written consent of Prime Carrier.
17. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any relief that may be granted, the reasonable attorney fees, costs and expenses incurred in the action or proceeding by the prevailing party.
18. Independent contractor promises and agrees that Independent contractor or Independent contractor's employees will not misuse, misappropriate, or disclose any of the trade secrets described herein, directly, indirectly, or use them in any way, either during the term of this Independent contractor agreement or at any time thereafter, except as required in the course of Independent contractor's performance under this Independent contractor agreement. Independent contractor further agrees to, keep any and all such information confidential; not divulge such information to any third party or any other unauthorized employee or independent contractor of Prime Carrier information; not use such information to the detriment of Prime Carrier; not solicit business from those entities or persons whose existence became known through Independent contractor's performance hereunder; and not use such trade secret information to compete with Prime Carrier. Violation of the provisions of Section 17 of this Agreement shall constitute unfair competition and injury to Prime Carrier and shall entitle Prime Carrier to any and all resulting damages, punitive damages as allowed, and injunctive relief.

Complete Agreement

19. This agreement, and its incorporated exhibits contains the entire understanding between the parties and supersedes any prior understanding or oral or written agreement. There are no representations, agreements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein. No operating practice, procedure, method or custom shall in any way vary or change the terms of this agreement and its incorporated exhibits. This agreement and its incorporated exhibits shall be governed by and construed in accordance with the laws of the State of California, with venue in Fresno County.

Exhibits: Contract
 Deduction Authorization Form
 Trailer Authorization Form
 California Highway Patrol Certificate of Compliance
 W-9
 Food Safety

In witness hereof, the parties hereto have cause this agreement to be executed on this day,
_____, in the County of Fresno, Reedley,
California.

INDEPENDENT CONTRACTOR:

Signature of Authorized Representative

Date: _____

Print Signed Name

Phone Number: _____

PRIME CARRIER:
J.B. Critchley, Inc.
P.O. Box 947
Kingsburg, CA 93631

Signature of Authorized Representative

Date: _____

Print Signed Name

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15462 S. Peach Ave
Selma, CA 93662

Deduction Authorization Form

I, hereby authorize PRIME CARRIER to deduct any, and all expenses incurred on my behalf from my contractual fees, while working as an Independent contractor for same. Expenses shall include, but not limited to:

Equipment damage, repairs, fuel charges, parts, taxes, insurance deductibles, cargo losses, Equipment purchases, Equipment repairs & losses, Equipment deposit, fuel advances, advances, garnishments, any and all damages not covered by INDEPENDENT CONTRACTOR'S insurance company, etc.

INDEPENDENT CONTRACTOR:

Date: _____

Signature of Authorized Representative

Print Signed Name

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Trailer Authorization Form

1. No independent contractor may remove a trailer from any Prime Carrier's Locations without a completed and signed DVIR left at location or with dispatcher.
2. No independent contractor may remove a trailer from any Company Location unless they have been dispatched for a load. No taking trailers home while waiting on a possible dispatch for some future date unless otherwise stated by Prime Carriers's Dispatcher.
3. No independent contractor may drop a trailer at any location other than the field location where they were dispatched or at the plant to which the load is being delivered. The Company does not allow parking of un-attached trailers off-site.
4. As per the Independent Contractors Agreement; "Independent contractor further agrees Independent contractor shall defend, indemnify and hold Prime Carrier free and harmless from any and all claims, actions, losses, damages, or liabilities (except where caused by Prime Carrier's sole negligence or willful misconduct) on account of injury or death of persons, or damage to property caused, arising out of Independent contractor's activities before, during and after the provision of services hereunder."
5. The independent contractor will be charged for the cost incurred by the Company in recovering any un-attached trailer that is discovered by the Prime Carrier. The rate will be determined by the Company on a case-by-case basis.

INDEPENDENT CONTRACTOR:

Date: _____

Signature of Authorized Representative

Print Signed Name

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Motor Carrier of Property Certificate of Compliance

State of California

Department of California Highway Patrol
Motor Carrier of Property
Certificate of Compliance
CHP 809 (Rev. 2-98) OPI 062

I, the undersigned, certify that _____ holds a Motor Carrier of

Property Permit, Number _____, which is valid through _____
(CA Number) (Date)

a copy of which is 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

California Driver's License Number

Date

Services Provided For: J.B. Critchley, Inc.

One copy of this certificate shall be provided to the person for whom services are provided (the 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 (2) years, and shall be presented for inspection upon the request of an authorized employee of the California Highway Patrol or the Department of Motor Vehicles.

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FOOD SAFETY

Scope and Purpose:

In order to ensure the safety of products transported by J.B. Critchley, Inc. (the Company), the following food safety guidelines shall be followed by all personnel employed by or contracted by the Company.

Personal Guidelines for Drivers and Contractors:

1. Keep working area clean and in order. (Your truck)
2. No jewelry or loose objects that can fall into the product. Solid wedding band (no stones) and medical alert identification bracelets are permitted.
3. All personal items must be kept away from the areas where products are handled.
4. Sickness, cuts and other ailments (diarrhea and other communicable diseases) must be reported to your supervisor and appropriate measures used to prevent product from being contaminated. Supervisors will ensure employees or contractors are not permitted to work with product when a wound cannot be adequately covered or employee/contractor has a food-borne illness.
5. Eating and chewing gum is prohibited in the fields. All eating, if you are parked in the field, must be done in the confines of the truck. Otherwise you must be on the access road surrounding the field or off premises. (Employees are entitled to meal and rest breaks. But if you choose to eat while in the field, you must park and eat in the truck.) All trash must be disposed of in the proper receptacle. No trash on the ground.
6. Smoking and other tobacco products are prohibited in the fields. All use of tobacco products, if you are parked in the field, must be done in the confines of the truck. Otherwise you must be on the access road surrounding the field or off premises. All trash must be disposed of in the proper receptacle. No trash on the ground.
7. Urinating and defecating in the field is not allowed. All bathroom trash and used toilet paper must be disposed of properly.
8. Spitting for any reason in the field is not allowed.
9. Hands must be washed before starting work, after using the bathroom, before and after eating, handling chemicals, handling animals or animal waste, or any other instances of possible contamination.
10. Trash receptacles are to be used for all trash.
11. Diesel, oil and grease must be kept from contacting raw products. Trucks leaking any fluids may not be parked in any field and the leak must be reported to a supervisor immediately.
12. All product exposed to, or suspected of exposure to, unsanitary conditions, contamination, or suspected of being tampered with, must be reported to your supervisor immediately.
13. Glass is prohibited in the fields.
14. Children and pets are prohibited in the fields.
15. Trailers in route to the field must remain connected to the driver/contractors truck.
16. Trailers should be inspected for debris prior to loading in the field.
17. To ensure cargo integrity the driver/contractor must go to the scheduled destination with loaded trailers using the most direct route possible. (If you choose to take a break while transporting loaded trailers, you need to stay on a direct route to your destination. If this requirement prevents you from taking any break to which you are entitled, please report that to the Transportation Manager as soon as possible.)

Note: Nothing in this policy should be construed or interpreted as requiring or permitting any employee or contractor of the Company to violate the requirements of CFR Title 49, CCR Title 13, IWC Order No. 9-2001 or any other federal, state or local regulation.

Independent Contractor Signature: **X** _____ Date: **X** _____

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WORKER'S COMPENSATION WAIVER

I _____, Operate my business as an Owner operator and am not required by law to carry Worker's Compensation Insurance. I understand that I am not insured for Worker's Compensations under the policy of J.B. Critchley, Inc. or by any of the contractors whose jobsite I may enter in the course of my work for J.B. Critchley, Inc.

Prior to hiring an employee and assigning my driver to work for J.B. Critchley, Inc. I will obtain a Worker's Compensation Insurance Policy on Behalf of my driver(s) and furnish a Certificate of Worker's Compensations to J.B. Critchley, Inc.

Date: _____

Signature of Authorized Representative

Print Signed Name

INDEPENDENT CONTRACTOR:
