

Dear Applicant:

Apollo Transfer Company, L.L.C. would like to thank you for expressing an interest in our company, and look forward to working with you.

In addition to the attached paperwork, please provide us with a legible copy of your driver's license, social security card, D.O.T. Long form, and D.O.T. physical card (showing expiration date). These items are required to complete your personnel file.

If you do not possess a current D.O.T. physical, you will need to get one upon approval of your application. In all areas, there are a number of Occupational Health Clinics that perform the physicals, and they should have all the necessary forms.

The sooner you complete the paperwork and get it back to us, the sooner we will be able to qualify you to drive. If you have any questions as to how to fill out the forms, call our Tempe, AZ office at (800) 229-1733 and ask for one of the Recruiters to assist you.

Please return your completed application to: Fax: 888-367-8114 Apollo Transfer Company, L.L.C. 422 South Madison Dr., Suite 1 Tempe, Arizona 85281-7221

### APOLLO TRANSFER COMPANY, L.L.C.

 422 S. Madison Dr., Suite 1, Tempe, Arizona 85281

 (480) 966-7777
 (800) 229-1733
 Fax (480) 966-5980

### **EMPLOYMENT APPLICATION**

In compliance with Federal and State equal employment opportunity laws, qualified applicants are considered for all positions regardless to race, color, religion, sex, national origin, age, marital status, or non-job related disability.

					Date of Applicat	10n:	
Name:				Socia	al Security Number: _		
Last	Fi	rst	Middle		, <u> </u>		
Address:							
	Street				City		
					Phone:		
	State		Zip Code				
ADDRESS						How Long?	
FOR PAST	Stre	et	City		State & Zip Code	5	
THREE YEARS						How Long?	
1 21 11 13	Stre	et	City		State & Zip Code	non zong.	
Date of Birth: _	/	/	City and State	e of Birth:			
(Required for T	ruck Drivers)						
In case of emerg	gency notify: _						
		Name			Address		Phone
Have you worke	ed for this com	pany before?	Where?				_
Dates: From: _		То:	Rat	e of Pay:	Position:		
Have you ever h	had an DUI's?_	Felonies?_	Tested Positive	? D	vate(s)		
Have you ever r	refused a drug t	est?No	_Yes Explain:				
		EXPERIF	ENCE AND QUALIE	TICATION	IS - DRIVER		
		STATE		E NO.			EXP.DATE
DRIVE	R						
LICENSI	ES						

A. Have you ever been denied a license, permit or privilege to operate a motor vehicle: YES \_\_\_\_\_ NO \_\_\_\_

B. Has any license, permit or privilege ever been suspended or revoked: YES NO IF THE ANSWER TO EITHER A OR B IS YES, ATTACH A STATEMENT GIVING DETAILS.

#### **DRIVING EXPERIENCE:**

CLASS OF EQUIPMENT	TYPE OF EQUIPMENT	DATES	APPROX. # OF MILES
	(VAN, TANK, FLAT, ETC)	FROM: TO:	(TOTAL)
STRAIGHT TRUCK			
TRACTOR/TRAILER			
OTHER			

#### ACCIDENT RECORD FOR PAST 3 YEARS OR MORE: (ATTACH SHEET IF MORE SPACE IS REQUIRED.)

	DATES	NATURE OF ACCIDENT (HEAD-ON, REAR-END, UPSET, ETC)	FATALITIES	INJURIES
LAST ACCIDENT				
NEXT PREVIOUS				
NEXT PREVIOUS				

#### TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)

LOCATION	DATE	CHARGE	PENALTY

### **EMPLOYMENT HISTORY**

All non-CDL applicants must enter their work history for the <u>past 3 years</u>. All CDL applicants must enter their work history for the <u>past 10 years</u>. All work history must be listed in order from current employer to last. If there are gaps in employment history for more than 30 days or if work history does not go back into the required date range, you must enter a reason (example going to school) and dates.

LAST EMPLOYER: NAME			
ADDRESS:		PHONE:	
ADDRESS: POSITION HELD:	FROM:	TO:	
REASON FOR LEAVING:			
SECOND LAST EMPLOYER: NAME			
ADDRESS:		PHONE:	
ADDRESS: POSITION HELD:	FROM:	TO:	
REASON FOR LEAVING:			
THIRD LAST EMPLOYER: NAME ADDRESS: POSITION HELD: REASON FOR LEAVING			
ADDRESS:		PHONE:	
POSITION HELD:	FROM:	TO:	
REASON FOR LEAVING:			
EMPLOYER: NAME			
ADDRESS:		PHONE:	
ADDRESS: POSITION HELD:	FROM:	TO:	
REASON FOR LEAVING:			
EMPLOYER: NAME			
ADDRESS:		PHONE:	
ADDRESS: POSITION HELD:	FROM:	TO:	
REASON FOR LEAVING:			

### TO BE READ AND SIGNED BY APPLICANT

This certifies that I completed this application, and that all entries on it and information in it are true and complete to the best of my knowledge. I authorize you to make such investigations and inquiries of my personal, employment, financial or medical history and other related matters as may be necessary in arriving at an employment decision. I hereby release employers, schools or persons from all liability in responding to inquires in connection with my application. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the Company, as permitted by Law.

3

# EXTRA EMPLOYMENT HISTORY

Employer Name:	Phone:			
Address:	City:	State:	Zip:	
Position Held:	From:	To:		
Reason For Leaving:				
Employer Name:	Phone:		:	
Address:	City:	State:	Zip:	
Position Held:	From:	To:		
Reason For Leaving:				
Employee Name:	Pho	ne:		
Address:	City:	State:	Zip:	
Position Held:	From:	To:		
Reason For Leaving:				
Employer Name:	Phone:			
Address:	City:	State:	Zip:	
Position Held:	From:	To:		
Reason For Leaving:				
Employer Name:	Phone:			
Address:	City	State	Zip	
Position Held:		To:		
Reason For Leaving:				
Employer Name:	Phone:			
Address:				
Position Held:		To:		
Reason For Leaving:				

### APOLLO TRANSFER COMPANY, L.L.C

 422 S. Madison Drive, Suite 1 Tempe Arizona 85281

 (480) 966-7777
 (888) 243-8333
 Fax
 (480) 967-7827

# **REQUEST FOR INFORMATION FROM PREVIOUS EMPLOYER**

I,, hereby author Company, L.L.C., for purposes of investigation, as requir applicable, this authorization includes the release of maint substance testing records and refusal to submit to such testi may result from furnishing such information.	red by Section 391.23 of the Feder ained information under 382.413 co	al Motor Carrier Safe ncerning previous alco	ty Regulation. hol and controll
Applicant's Signature	Social Security Number	Date	·
Dear Sir/Madam: The below named individual has make application to this company for	a position as		
and states that he/she was employed by you as			. <sup>1</sup>
rom to			
We appreciate your time in completing, in confidence, the information requested	below. Thank you for your courtesy.		
Sincerely,			
*****TO BE COMPLETE	D BY PREVIOUS EMPLOYER*****		
lame of Applicant: Social	Security Number:		
. Employed/Contracted from to	as (Position)		
. Type of equipment operated:OTRRegio			
	nTankerReefer		
	Heavy Equipment (Please specif		
		y:	<b>/</b>
Straight Trucks <i>over 26,001 lbs.</i> Strai			
Other:(Please specify:			
. Did this driver have any accidents while in your employ? No	Yes # Preventable:	# Non Preventable:	
Reason for Separation:QuitDischarged			
Eligible for Rehire:YesNoUpon Rev	view Please explain:		
. Comments:	· ·	-	·
	THIS SECTION AS IT PERTAINS TO	FHWA 49 CFR 382.413	
A. Has this person ever tested positive for a controlled substance in the last three	e (3) years?	Yes No	
<ul> <li>B. Has this person ever had an alcohol test with a Breath Alcohol Concentration</li> </ul>		Yes No	
<ol> <li>Has this person ever refused a required test for drugs or alcohol in the last three.</li> </ol>		Yes No	
D: Are you aware of any other past employment test results?		Yes No	
D. Are you aware of any once past employment correction			
		· · · · · · · · · · · · · · · · · · ·	
Name/Title Person Completing	Signature		
Date Returned:	() Faxed () Mailed		
			5



422 South Madison Drive, Suite 1 Tempe, Arizona 85281-7221 Telephone: (480) 966-7777; (800) 229-1733; fax (480) 966-5980

# **Declaration of Employment Status**

Under the Federal Motor Carrier Safety Regulations companies are required to verify the employment background of all prospective drivers for the preceding three (3) years. You have advised that you were unemployed or self-employed during the time shown below. This form is designed to enable your to account for that period of your employment history, or period when you were not employed, which cannot be verified by any other means. In the section below, please fill in the dates and describe your activities during that time.

Dates From	То
	10

During the period specified I was engaged as follows:

I also confirm that during that period, the statements I have checked below are true:

1) I was not employed in any capacity on a full-time or regular part-time basis

\_\_\_\_\_2) I was self-employed

- 3) I did not collect unemployment benefits during this time
- 4) I was not convicted of a crime or felony involving a motor carrier or any aspect of the trucking industry
- 5) I was not involved in a motor vehicle accident of any type.

The two people listed below, neither of whom is related to me in any manner, can verify the above information. I hereby authorize you to contact them and request that information, and authorize them to release that information to you.

Names, Addresses and telephone number:

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



# **DRIVER NOTIFICATION AND RELEASE**

In connection with my application for employment (including contract for services with you, I understand that a consumer report which may contain public record information is being requested from DAC Services, Tulsa, Oklahoma. This report may include the following types of information: names and dates of previous employers, reason for termination of employment, work experience, accidents, etc. I further understand that such report may contain public record information concerning my driving record, workers' compensation claims, credit, bankruptcy proceedings, criminal records, etc., from federal, state and other agencies which maintain such records; as well as information from DAC concerning previous driving record requests made by others from such state agencies, and state provided driving records.

## I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY DAC TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to DAC, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information; and the recipients of any reports on me which DAC has previously furnished within the two year period preceding my request. I hereby consent to your obtaining the above information from DAC, and I agree that such information which DAC has or obtains, and my employment history with you if I am hired, will be supplied by DAC to other companies which subscribe to DAC Services.

The permanent record will include, but is not limited to, driver's name, social security number, drivers license number, state of issuance at the time of leasing, period of service, number of chargeable accidents, eligibility for re-contracting, reason for leaving, equipment operated, status, loads hauled, driver's experience and work record which includes log violations, other regulatory violations, "you owe" amounts, vehicle abandonment, and return of legalization owned by this company.

Print Name

Social Security Number

Applicant's Signature

Date



422 South Madison Drive, Suite 1 Tempe, Arizona 85281-7221 Telephone: (480) 966-7777; (800) 229-1733; fax (480) 966-5980

### DRUG TESTING NOTIFICATION AND CONSENT

I understand as required by the Federal Motor Carrier Safety Regulations, 49 CFR Part 391, all prospective independent contractors must submit to a controlled substance test involving collection of a urine sample that will be tested for the following controlled substances: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). In addition I agree to become a participate in a random and post-accident drug and alcohol testing program following D.O.T. published guidelines.

I understand, if I test positive for use of a controlled substance, or fail to pass an alcohol Breathalyzer test utilizing D.O.T. limits, I am not medically qualified. I also understand that I will be given the opportunity to confer with the company's Medical Review Officer before any positive test result is reported to the company.

The result of the drug test(s) will be maintained by the motor carrier's Medical Review Officer who will report whether the test result was negative or positive to the motor carrier. These results will not be released to any additional parties without my written authorization.

I hereby agree to submit to a urine drug screen and/or an alcohol Breathalyzer test.

Print Name: \_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_Date:

# TRUCKING INDUSTRY:

**DOT D/A Disclosure and Authorization** 



USIS Customer:			
Company Name:			
Company Contact Name:			
Fax #: ()	•		
USIS Customer #:	Sub-account:		

# Send to Fax # (800) 267-4093 (Manual Service) Send to Fax # (800) 257-8069 (Database Retrieval)

# PART I – DISCLOSURE AND AUTHORIZATION FOR RELEASE OF INFORMATION FOR EMPLOYMENT PURPOSES – 49 CFR PART 391.23, DOT DRUG AND ALCOHOL TESTING

In accordance with DOT Regulation 49 CFR Part 391.23, I hereby authorize release of my DOT-regulated drug and alcohol testing records by the DOT-regulated employer(s) listed below to USIS for the purpose of USIS transmitting such records to the USIS customer listed above. I understand that information/documents released pursuant to this Part I is limited to the following DOT-regulated testing items, including pre-employment testing results, occurring during the previous **three (3) years**: (i) alcohol tests with a result of 0.04 or higher; (ii) verified positive drug tests; (iii) refusals to be tested (including adulterated and/or substituted tests); (iv) other violations of DOT drug and alcohol testing regulations (i.e., violations of 49 CFR 382 Subpart B); (v) information obtained from previous employers of a drug and alcohol rule violation; and (vi) any documentation of completion of the return-to-duty process following a rule violation.

If any company listed below furnishes USIS with information concerning items (i) through (vi) above, I also authorize such company to furnish the following information to USIS, if applicable: (i) dates of my negative drug and/or alcohol tests and/or tests with results below 0.04 during the previous **three (3) years**; and (ii) the name and phone number of any substance abuse professional who evaluated me during the previous **three (3) years**.

List all DOT-regulated employers you have applied with and/or worked for in a safety-sensitive function during the previous **three (3) years**. If necessary, attach additional pages, including the date, your name, social security number and signature.

Previous DOT-Regulated Employer	City	State	Phone Number
		(_	)
			) -
		(_	)
		(_	)
		(	)
		(_	)

By signing below, I certify that: (i) all information provided herein is complete and accurate; (ii) I have read and fully understand this Part I disclosure and authorization for release; (iii) prior to signing I was given an opportunity to ask questions and to have those questions answered to my satisfaction; (iv) I execute this authorization voluntarily and with the knowledge that the information obtained pursuant to this authorization could affect my eligibility for employment, promotion, retention or other lawful purpose; (v) I understand I may review this document with legal counsel prior to signing; and (vi) facsimile or photographic copies of this authorization are as valid as an original.

Print Applicant Name:	Social Security #:
Applicant Signature:	Date:

2/06

# MOTOR VEHICLE DRIVER'S Certification of Violations/Annual Review of Driving Record

**MOTOR CARRIER INSTRUCTIONS**: Each motor carrier at least once every 12 months, require each driver it employs to prepare and furnish a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving parking only) of which the driver has been convicted, or on account of when he/she has forfeited bond or collateral during the preceding twelve months (Section 391.27). Drivers who have provided information required by Section 383.31 need not repeat that information on this form.

**DRIVER REQUIREMENTS**: Each driver shall furnish the list as required by the motor carrier above. If the driver has been convicted of or forfeited bond or collateral on account of any violation, which must be listed, he/she shall so certify (Section 391.27).

### COMPLETED BY DRIVER – CERTIFICATE OF VIOLATIONS

NAME OF DRIVER (Print)	SOCIAL SECURITY NO.	SOCIAL SECURITY NO.	
HOME TERMINAL (City & State)	DRIVERS LICENSE NO.	STATE	EXP/IRATION DATE

I certify that the following is a true and complete list of traffic violations required to be listed (other than those I have provided under part 383) for which I have been convicted or forfeited bond or collateral during the past 12 months.

## IF YOU DID NOT HAVE ANY VIOLATIONS CHECK HERE

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE		

DATE \_\_\_\_\_

## DRIVER'S SIGNATURE:

### COMPLETED BY MOTOR CARRIER – ANNUAL REVIEW OF DRIVING RECORD

**MOTOR CARRIER INSTRUCTIONS**: Review the Certificate of Violations listed above and other information described in Section 391.25 of the Federal Motor Carrier Safety Regulations. Complete the information requested below.

I have hereby reviewed the driving record of the above named driver in accordance with Section 391.25 and find that he/she (check one):

	Veets minimum requirements	for safe drivin	g.L	Is disqualified to drive a motor vehicle pursuant to Sec. 39	1.25
--	----------------------------	-----------------	-----	--	------

Does not adequately meet satisfactory safe driving performance

Action taken with driver: \_\_\_\_\_

Reviewed by:

\_\_\_\_\_Date \_\_\_\_\_

\_\_\_\_\_Title \_\_\_\_\_\_

Signature

Printed name

APOLLO TRANSFER COMPANY, LLC, 422 S. Madison Drive, Tempe, AZ 85281

#### **APOLLO TRANSFER COMPANY, L.L.C**

422 South Madison Drive, Suite 1, Tempe, Arizona 85281-7221 (480) 966-7777 (800) 229-1733 Fax (480) 966-5980

### **Motor Vehicle Driver's**

## CERTIFICATION OF COMPLIANCE WITH DRIVER 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 more than 15 people, or transports hazardous materials that require placarding.

The requirement in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 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, 1987. They are as follows:

1) You, as a commercial vehicle driver, may not posses more than one license. The only exception is if a state required you to have more than one license. This exception is allowed until January 1, 1990.

If you currently have more than one license, you should 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 the state. If a multiple license has been lost, stolen, or destroyed, you should close your record by notifying the state of issuance that you no longer want to be licensed by that state.

2) Sections 392.42 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 low (other than parking), you must report it to your employing motor carrier and the state that issued your license with 30 days.

DRIVER CERTIFICATION: I certify that I have read and understood the above requirements.

The following license is the only one I will posses:

Driver's License Number:

State \_\_\_\_\_

Expiration Date:

Driver's Signature:

Date \_\_\_\_\_

Notes:



# DRIVER CERTIFICATION FOR OTHER COMPENSATED WORK

Instructions: When employed by a major carrier, a driver must report to the carrier all on-duty time including time working for other employers. The definition of on-duty time found in Section 395.2 paragraphs (8) and (9) of the Federal Motor Carrier Safety Regulations includes time performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier, and/or also performing any compensated work for any nonmotor carrier entity.

Are you currently working for another employer?

YES\_\_\_\_\_ NO\_\_\_\_\_

At this time do you intend to work for another employer while still employed by this company?

YES\_\_\_\_\_ NO\_\_\_\_\_

I hereby certify that the information given above is true and I understand that once I become employed with Apollo Transfer Company, if I begin working for any additional employer(s) for compensation that I must inform Apollo immediately of such employment activity.

Driver Signature	Date	
Driver Printed Name		

Witness:

Company Representative

Date



# Fair Credit Reporting Act Disclosure Statement

In accordance with the provisions of Section 604 (b)(2)(A) of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Report Act of 1996 (Title II, Subtitle S, Chapter I of Public Law 104-208), you are being informed that reports verifying your previous employment, previous drug and alcohol test results, and your driving record may be obtained on you for employment purposes. These reports are required by Sections 382.413, 391.23 and 391.25 of the Federal Motor Carrier Safety Regulations.

Applicant's Signature

Date

Print Name

Social Security Number

U.S. Citizenship and Immigration Services

## OMB No. 1615-0047; Expires 06/30/09 Form I-9, Employment Eligibility Verification

### Instructions

Read all instructions carefully before completing this form.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the United States) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents presented have a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-8155.

# What Is the Purpose of This Form?

The purpose of this form is to document that each new employee (both citizen and noncitizen) hired after November 6, 1986, is authorized to work in the United States.

## When Should Form I-9 Be Used?

All employees, citizens, and noncitizens hired after November 6, 1986, and working in the United States must complete Form I-9.

# Filling Out Form I-9

#### Section 1, Employee

This part of the form must be completed no later than the time of hire, which is the actual beginning of employment. Providing the Social Security Number is voluntary, except for employees hired by employers participating in the USCIS Electronic Employment Eligibility Verification Program (E-Verify). The employer is responsible for ensuring that Section 1 is timely and properly completed.

#### Noncitizen Nationals of the United States

Noncitizen nationals of the United States are persons born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.

**Employers should note** the work authorization expiration date (if any) shown in **Section 1**. For employees who indicate an employment authorization expiration date in **Section 1**, employers are required to reverify employment authorization for employment on or before the date shown. Note that some employees may leave the expiration date blank if they are aliens whose work authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia or the Republic of the Marshall Islands). For such employees, reverification does not apply unless they choose to present

in Section 2 evidence of employment authorization that contains an expiration date (e.g., Employment Authorization Document (Form I-766)).

#### **Preparer/Translator Certification**

The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his or her own. However, the employee must still sign Section 1 personally.

#### Section 2, Employer

For the purpose of completing this form, the term "employer" means all employers including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors. Employers must complete **Section 2** by examining evidence of identity and employment authorization within three business days of the date employment begins. However, if an employer hires an individual for less than three business days, **Section 2** must be completed at the time employment begins. Employers cannot specify which document(s) listed on the last page of Form I-9 employees present to establish identity and employment authorization. Employees may present any List A document **OR** a combination of a List B and a List C document.

If an employee is unable to present a required document (or documents), the employee must present an acceptable receipt in lieu of a document listed on the last page of this form. Receipts showing that a person has applied for an initial grant of employment authorization, or for renewal of employment authorization, are not acceptable. Employees must present receipts within three business days of the date employment begins and must present valid replacement documents within 90 days or other specified time.

#### **Employers must record in Section 2:**

- 1. Document title;
- 2. Issuing authority;
- 3. Document number;
- 4. Expiration date, if any; and
- 5. The date employment begins.

Employers must sign and date the certification in Section 2. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they must be made for all new hires. Photocopies may only be used for the verification process and must be retained with Form I-9. Employers are still responsible for completing and retaining Form I-9. For more detailed information, you may refer to the USCIS Handbook for Employers (Form M-274). You may obtain the handbook using the contact information found under the header "USCIS Forms and Information."

#### Section 3, Updating and Reverification

Employers must complete **Section 3** when updating and/or reverifying Form I-9. Employers must reverify employment authorization of their employees on or before the work authorization expiration date recorded in **Section 1** (if any). Employers **CANNOT** specify which document(s) they will accept from an employee.

- A. If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- **B.** If an employee is rehired within three years of the date this form was originally completed and the employee is still authorized to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- C. If an employee is rehired within three years of the date this form was originally completed and the employee's work authorization has expired **or** if a current employee's work authorization is about to expire (reverification), complete Block B; and:
  - Examine any document that reflects the employee is authorized to work in the United States (see List A or C);
  - 2. Record the document title, document number, and expiration date (if any) in Block C; and
  - 3. Complete the signature block.

Note that for reverification purposes, employers have the option of completing a new Form I-9 instead of completing **Section 3**.

What Is the Filing Fee?

There is no associated filing fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the Privacy Act Notice below.

# **USCIS** Forms and Information

To order USCIS forms, you can download them from our website at www.uscis.gov/forms or call our toll-free number at 1-800-870-3676. You can obtain information about Form I-9 from our website at www.uscis.gov or by calling 1-888-464-4218. Information about E-Verify, a free and voluntary program that allows participating employers to electronically verify the employment eligibility of their newly hired employees, can be obtained from our website at www.uscis.gov/e-verify or by calling 1-888-464-4218.

General information on immigration laws, regulations, and procedures can be obtained by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our Internet website at www.uscis.gov.

## Photocopying and Retaining Form I-9

A blank Form I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed Form I-9s for three years after the date of hire or one year after the date employment ends, whichever is later.

Form I-9 may be signed and retained electronically, as authorized in Department of Homeland Security regulations at 8 CFR 274a.2.

## **Privacy Act Notice**

The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

## **Paperwork Reduction Act**

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 12 minutes per response, including the time for reviewing instructions and completing and submitting the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., 3rd Floor, Suite 3008, Washington, DC 20529-2210. OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**  Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

Section 1. E	mployee Information and V	Verification (To be co	mpleted and signe	ed by employed	e at the time employment begins.)	
Print Name: L		First		Middle Initia		
Address (Street	Name and Number)		ŀ	Apt. #	Date of Birth (month/day/year)	
City		State	2	Zip Code	Social Security #	
I am aware	that federal law provides fo	or			at I am (check one of the following):	
-	ent and/or fines for false sta		A citizen of the United States			
	documents in connection w	ith the		manent resident (	Inited States (see instructions)	
completion	of this form.				·	
				,	Alien # or Admission #) cable - <i>month/day/year</i> )	
Employee's Sig	nature		Date (month/day.		acto monurady/year)	
Preparer an	d/or Translator Certification	on (To be completed and s	igned if Section 1 is pr	epared by a perso	on other than the employee.) I attest, under	
	ry, that I have assisted in the comple	etion of this form and that t		edge the informat	tion is true and correct.	
Prepa	rer's/Translator's Signature		Print Name			
Addre	ess (Street Name and Number, City,	State, Zip Code)			Date (month/day/year)	
examine one	<b>mployer Review and Verifi</b> document from List B and or ate, if any, of the document(s,	ne from List C, as liste	ted and signed by ed on the reverse of	employer. Exa of this form, ar	nmine one document from List A OR nd record the title, number, and	
	List A	OR	List B	AND	<u>D</u> List C	
Document title:						
ssuing authority	v:			*************		
Document #:						
-	Dete (11 mile		1075-71 <sup>0</sup> 1111			
Expiration Document #:	Date (if any):					
-		—				
•	Date (if any):			46.2		
CERTIFICA the above-list	ed document(s) appear to be g	enuine and to relate to	the employee nam	ed, that the em	nted by the above-named employee, that aployee began employment on	
(month/day/ye	and that	to the best of my know	vledge the employe	e is authorized	to work in the United States. (State	
	agencies may omit the date the		oyment.)		1 75-11	
Signature of Em	ployer or Authorized Representative	e Print Name			Title	
Business or Org	ganization Name and Address (Street	t Name and Number, City,	State, Zip Code)		Date (month/day/year)	
			1 •			
Section 3. U	pdating and Reverification	(10 be completed and	a signea by employ	B Date of F	Rehire (month/day/year) (if applicable)	
4. New Name (	ij applicable)			D. Dute of f	cenne (monne aug) year) (y appreaete)	
C. If employee'	s previous grant of work authorization	on has expired, provide the	information below for	the document that	at establishes current employment authorizatio	
	ment Title:		ument #:		Expiration Date (if any):	
attest, under	penalty of perjury, that to the best he document(s) I have examined a	t of my knowledge, this en nnear to be genuine and t	nployee is authorized o relate to the individ	to work in the U ual.	nited States, and if the employee presented	
	nployer or Authorized Representativ				Date (month/day/year)	
					Form 1-9 (Rev. 02/02/09) N Pag	

	LIST A	LIST B		LIST C	
	Documents that Establish Both Identity and Employment Authorization C	Documents that Establish Identity PR	AND	Documents that Establish Employment Authorization	
	U.S. Passport or U.S. Passport Card Permanent Resident Card or Alien Registration Receipt Card (Form I-551)	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1.	Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States	
3.	Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-	<ol> <li>ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as</li> </ol>	2.	Certification of Birth Abroad issued by the Department of State (Form FS-545) Certification of Report of Birth issued by the Department of State (Form DS-1350)	
	readable immigrant visa	name, date of birth, gender, height, eye color, and address	3.		
4.	• Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph		(rom DS-1550)	
		4. Voter's registration card	4.	Original or certified copy of birth certificate issued by a State,	
	In the case of a nonimmigrant alien authorized to work for a specific	5. U.S. Military card or draft record		county, municipal authority, or territory of the United States	
	employer incident to status, a foreign passport with Form I-94 or Form	6. Military dependent's ID card		bearing an official seal	
	I-94A bearing the same name as the passport and containing an endorsement of the alien's	<ol> <li>U.S. Coast Guard Merchant Mariner Card</li> </ol>	5.	Native American tribal document	
	nonimmigrant status, as long as the period of endorsement has not yet	8. Native American tribal document			
expired and the proposed employment is not in conflict with any restrictions or limitations	employment is not in conflict with any restrictions or limitations	yment is not in conflict with strictions or limitations 9. Driver's license issued by a Canadiar government authority	6.	U.S. Citizen ID Card (Form I-1)	
5.	identified on the form Passport from the Federated States of	For persons under age 18 who are unable to present a document listed above:	7.	Identification Card for Use of Resident Citizen in the United States (Form I-179)	
Mi the Fo no:	Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating	10. School record or report card	8.	Employment authorization document issued by the	
	nonimmigrant admission under the Compact of Free Association	11. Clinic, doctor, or hospital record		Department of Homeland Security	
	Between the United States and the FSM or RMI	12. Day-care or nursery school record			

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)



# **Dear Contractor:**

This letter outlines several important matters regarding your work as an independent contractor with Apollo Transfer Company, L.L.C., as follows:

# **Occupational Accident Benefit Insurance**

Effective February 1, 2009 you are required to provide Workers Compensation insurance to protect yourself; or in lieu thereof, you will be automatically enrolled in the company sponsored Trucker Occupational Accident Program. Apollo was able to secure an excellent price for this coverage, which requires a payment of \$25.00 per week by Apollo drivers. This amount will be deducted from your weekly compensation during those weeks you have trips. It is substantially lower than most Occupational Accident and workers compensation programs, and will provide valuable benefits to you and your family.

The policy covers you, our Contractor, if you are injured while under dispatch by the Company. Although the precise insurance coverage detailed under this policy is attached highlights of the improved benefits are as follows:

- If you are injured while under dispatch this policy provides coverage up to a maximum of 2 years or \$1,000,000. (this benefits was \$500,000 in 2008)
- If you are out of work due to an injury, which occurred while under dispatch, there is Temporary Total Disability of 70% of you regular compensation. The maximum amount under the new policy has increased from \$350 per week in 2008 to \$500 in 2009.
- > This policy provides coverage to contractors who are over the age of 70.

You still may provide Workers Compensation insurance to protect yourself, or in lieu thereof, you will be automatically enrolled in the Company sponsored Truck Occupational Accident Program. As stated above we will charge the contractors \$25.00 per week if you have been under dispatch in a given week. This program provides valuable benefits to you and your family if you are unfortunate enough to be injured while under dispatch.



# **Driver Utilization Bonus**

As you know, Apollo is anxious to have all its drivers provide increased services to Apollo clients. Therefore, we are pleased to announce that Apollo will pay you a month-end utilization bonus based on total trip miles completed each month. The bonus is as follows:

A total of 7,000 or more miles per month	\$100/month
A total of between 6,000 and 7,000 miles per month	\$50/ month

The bonus will be calculated at the end of each month (4-week period) and will be paid to the drivers in the second pay period after the final week of the month. You should maintain a record of your miles each week; however, your Driver Manager will have access to the Apollo database to check your accumulated miles and provide you that information upon request.

# **Independent Contractor Driver Agreement:**

The last item is a new Independent Contractor Agreement, which must be signed by all drivers. The driver agreement reflects regulations affecting the truck transfer industry and the new Occupational Accident Insurance requirements.

Thank you for your cooperation in this matter- we know the benefits will make your relationship with Apollo more financially and personally rewarding. Attached is the listing of benefits provided under Occupational Accident Insurance policy.



# **Occupational Accident Benefits**

Description	Item	2-1-09 Benefit
Occupational Accident Benefits		
Accidental Death Benefit	Principal Sum	\$50,000
	Accident Commencement Period	365 Days
Survivor's Benefit	Principal Sum	\$100,000
	Monthly Benefit Percentage	1%
	Monthly Benefit Amount	\$1,000
Accidental Dismemberment Benefit	Principal Sum	\$150,000
	Accident Commencement Period	365 Days
Paralysis Benefit	Principal Sum	\$150,000
	Accident Commencement Period	365 Days
Temporary Total Disability Benefit	Disability Commencement Period	90 Days
	Waiting Period	7 Days
	Benefit Percentage	70%
	Maximum Age Limit	NO Age 70 Termination
	Minimum Weekly Benefit Amount	\$125
	Maximum Weekly Benefit Amount	\$500
	Maximum Benefit Period	104 Weeks
	Maximum Benefit Period for Hernia	10 Weeks
Continuous Total Disability Benefit	Waiting Period - Max Benefit Pe	eriod for Temporary Total Disability
	Waiting Period	
	Benefit Percentage	70%
	Minimum Weekly Benefit Amount	\$50
	Maximum Weekly Benefit Amount	\$500
	Maximum Benefit Amount	\$200,000
	Maximum Benefit Period	To Age 70
Accident Medical Expense Benefit	Medical Commencement Period	90 Days
	Deductible Amount	\$ -
	Maximum Benefit Period	104 weeks
	Dental Maximum	\$3,600 per Accident
	Maximum Benefit Amount per Accident	\$1,000,000
	Lifetime Maximum Benefit	\$1,000,000
	Advance Payment Weekly Indemnity	• )• • )• • •
Limits on Accident Medical Expense	Benefit- Max Benefit amount	
Benefits	Physical Therapy	\$3,600 per Injury
	Occupational Therapy	****** Por mjon j
	Work Hardening Therapy	
	Services provided by Chiropractor or	\$1,000 Per Injury
	Acupuncturist, not including	+-,
	Physical Therapy, Occupational	
	Therapy, Work Hardening Therapy	
	Ambulance	1 Round Trip to/from Hospital
		Not more than \$1,000 any one Accident
	Air Ambulance	1 Round Trip to/from Hospital
	All Alloulance	i Kounu inp to/nom nospital



480	0.966.7777 • 800.229.1733 • Fax 480.967-7827	i .
		Not more than \$7,000 any one Accident
	Hernia Coverage	\$10,000.00
	Lifetime Maximum Benefit	
	Mental/Nervous Outpatient	\$25 per Visit
		Max 20 Visits for any one Accident
	Mental/Nervous Inpatient	Maximum 20 Days
		Max \$1,000 for any one Accident
Occupational Accident Limits Liability		
	Combined Single Limit	\$1,000,000
	Aggregate Limit of Liability	\$2,000,000
	Hernia Coverage	Combined Lifetime Max Benefit of \$10,000
Non-Occupational Accident Benefits	5	
Accidental Death Benefit	Principal Sum	\$7,500
	Accident Commencement Period	365 Days
Accidental Dismemberment Benefit	Principal Sum	\$7,500
	Accident Commencement Period	365 Days
Accident Medical Expense Benefit	Medical Commencement Period	90 Days
F	Deductible Amount	\$ -
	Maximum Benefit Period	52 Weeks
	Dental Maximum	\$1,000 per Accident
	Maximum Benefit Amount per Accident	\$5,000
	Lifetime Maximum Benefit	\$10,000
Limits on Accident Medical Expense Benefits	Physical Therapy	\$1,000 per Injury
	Occupational Therapy	
	Work Hardening Therapy	
	Ambulance	1 Round trip to/from Hospital
		But not more than \$1,000 any one Acciden
	Air Ambulance	1 Round trip to/from Hospital
		But not more than \$7,000 any one Acciden
	Mental/Nervous - Outpatient	\$25 per Visit
	· · · · · · · · · · · · · · · · · · ·	Max 20 Visits for any one Accident
	Mental/Nervous - Inpatient	Max 90 Days
	Wentur/Weivous inputient	Max \$1,000 for any one Accident
	P	
	Ĩ	
Liability		\$7.500
Liability Combined Single Limit		\$7,500
Aggregate Limit of Liablity		\$15,000
Liability Combined Single Limit		· · · · · · · · · · · · · · · · · · ·



# **OneBeacon America Insurance Company**

Canton, Massachusetts

# DRIVER ENROLLMENT AND BENEFICIARY FORM

## TRUCKERS OCCUPATIONAL ACCIDENT INSURANCE APOLLO LOGISTICS, LLC 216-000-183 APOLLO TRANSFER, LLC 216-000-183

i lease print.				
Name:			Male:	Female:
Street Address:	City:		State:	Zip:
Social Security Number:		E-Mail Address:		
Home Telephone Number:	Cell Telephone N	lumber:		
Name of Beneficiary:		Relationship of Beneficia	ary:	
CDL Number:		Number of Years Ex	perience:	
Contracted by (Name of Company):		Effective Dat	e of Contract:	
Street Address:	City:		State:	Zip:
Motor Carrier Telephone Number:	Fax Numb	ber:		
Motor Carrier E-Mail Address:				

### FRAUD STATEMENT

Please print.

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and will also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

#### In providing this information, I, the undersigned, understand and hereby state that:

- 1. to the best of my knowledge and belief, all information on this Form is complete and truthful;
- 2. this coverage being is not a contract for Statutory Workers' Compensation Insurance, and neither I nor my carrier become participants in the Workers' Compensation system by purchasing this insurance; and
- 3. if, based on the information supplied in this Form, I am not eligible for coverage, premium will be refunded and no claims will be payable.

By my signature below, I, the undersigned, also authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company or any other organization, institution or person that has any records, including any medical records, to furnish such information or copies of records to OneBeacon America Insurance Company, the motor carrier or the motor carrier's designee. A photographic copy of this authorization shall be as valid as the original.

#### IF THE INFORMATION PROVIDED IN THIS FORM IS FRAUDULENT, THE INSURER HAS THE RIGHT TO RETURN PREMIUM AND CANCEL COVERAGE.

In order to verify the information provided in this Form, I, the undersigned, give the Insurer authority to examine the records that are maintained by the motor carrier.

I certify that I am an independent contractor, paid by a 1099 tax form, not as a W-2 employee.

Driver's Signature:

Date:

Motor Carrier Representative's Signature:

**Payment Authorization**: I authorize the above named motor carrier, with whom I have a contract, to take monthly deductions, equal to my premiums, from my settlement account on my behalf, and to remit these funds to OneBeacon America Insurance Company.

I UNDERSTAND THAT THE COST OF THE INSURANCE IS MY SOLE OBLIGATION AND RESPONSIBILITY, regardless of the above arrangement of premium payment. I agree that I will forward any amount due and owing to OneBeacon America Insurance Company, upon demand, for any insurance at any time my account remains unpaid.

Signature:

Date:



### INDEPENDENT CONTRACTOR DRIVER AGREEMENT

THIS Independent Contractor Agreement ("Agreement"), is made on this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_; hereinafter referred to as "CONTRACTOR", and Apollo Transfer Company, LLC, an Arizona company, hereinafter referred to as "APOLLO".

WHEREAS, APOLLO is a registered common and contract carrier by motor vehicle engaged in the business of transportation of commodities and vehicles under certified authority from the US Department of Transportation, Federal Motor Carrier Safety Administration, and to the extent applicable, laws and regulations of the various states.

WHEREAS, APOLLO does not employ and/or retain in its business any individuals to drive/operate commercial motor vehicles, over the road, outsourcing this responsibility to third parties with the required license(s), knowledge and skills to drive/operate commercial motor vehicles.

WHEREAS, the CONRACTOR is a self-employed Independent Contractor engaged in the business of providing over the road driving services to various motor carriers and/or manufacturing companies for the driving and/or operation of commercial motor vehicles on a trip to trip basis, (the "Transportation Services") pursuant to contracts and/or agreements with the described companies; and

WHEREAS, APOLLO and CONTRACTOR desire to enter into an agreement to carry out the foregoing in an independent contractor relationship, and nothing in this AGREEMENT shall be construed or interpreted inconsistently with such status, or the intentions of the parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. The CONTRACTOR recognizes that APOLLO is in the business of public transportation for compensation, subject to regulation by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, and to the extent applicable, laws and regulations of the various states and local governments. Therefore, the CONTRACTOR agrees to provide transportation services and operate vehicles in accordance with all applicable law, rules, regulations and ordinances; and to do all that is necessary to ensure that the Transportation Services provided will be accomplished in accordance with all applicable regulations. The CONTRACTOR further warrants that he/she has full knowledge of all such federal, state, and local rules, regulations, and ordinances, or will have such knowledge prior to commencing any contract assignments received from APOLLO.

2. The CONTRACTOR warrants that all information and documents, including CONTRACTOR's driver license, submitted to APOLLO in connection with this Agreement are accurate and valid, and any inaccuracies in such information provided may result in costs being incurred by APOLLO. CONTRACTOR understands and agrees that in the event such additional costs are incurred by APOLLO, CONTRACTOR will reimburse APOLLO for such cost, as determined by APOLLO. Further, APOLLO will have full recourse against CONTRACTOR to satisfy such costs, including withholding funds from CONTRACTOR settlements or other legal action.

3. CONTRACTOR agrees that any motor vehicle assigned by APOLLO will be delivered during the time period specified by the Shipper/Customer, damage free, and accepted by CONTRACTOR. CONTRACTOR further agrees and warrants that he/she will comply with all Shipper/Customer rules and regulations, including those related to the use and care of vehicles or equipment assigned to the CONTRACTOR. CONTRACTOR understands and agrees that he/she will be liable for damages incurred while such vehicles or equipment are in CONTRACTOR possession. In the event damages are sustained to the vehicle, equipment, or cargo being transported by the CONTRACTOR or in the event that pre-existing damages were not properly noted on the Bill of lading, then the CONTRACTOR will be liable for the first Two Hundred and Fifty Dollars (\$250.00) of any loss or damage to the vehicle. The \$250.00 per vehicle will be withheld from CONTRACTOR trip settlements until such time as the claim is settled.

4. The CONTRACTOR agrees to complete the Bill of Lading, which will include the condition of the vehicle at the time of pickup and at the time of delivery, and other documents required by all agencies having jurisdiction or the Shipper/Customer regarding the vehicle accepted by Contractor. The CONTRACTOR understands and agrees that he/she will be held liable for any damage to the vehicle assigned not specifically noted on the Bill of Lading and attested to by Shipper/Customer prior to commencement of the trip. 5. The Transportation Services contracted for under this Agreement, shall commence at the time the CONTRACTOR picks up the vehicle at the assigned pick-up location and terminates at the time the CONTRACTOR delivers the vehicle at the delivery location. While the vehicle is in the care, custody and control of the CONTRACTOR, the CONTRACTOR will assume all risks, as specified in this Agreement, related to the condition and operation of the vehicle, including accidents, fire, theft, damages, maintenance and cleanliness. The CONTRACTOR understands that the CONTRACTOR is personally responsible for any violation of any laws, rules, regulations, and ordinances, and that neither the vehicle's owner, APOLLO, or any other party will assume any such liability, including any costs or fines assessed.

6. The CONTRACTOR understands that the Federal Motor Carrier Safety Administration requires that no passengers or other drivers, whatsoever, except duly authorized APOLLO contract drivers, be permitted to enter or ride in any vehicle assigned to the CONTRACTOR by APOLLO. The CONTRACTOR further understands that it is the Shipper/Customer's requirement and contractor agrees that assigned vehicles will not be used to push or tow any other vehicle with the assigned vehicle, unless specifically authorized to do so by APOLLO client. If authorization to tow/use the CONTRACTOR's personal vehicle is given by the Shipper/Customer, then CONTRACTOR vehicle is entirely the CONTRACTOR's responsibility, and not the responsibility of Apollo or the Shipper/Customer. CONTRACTOR holds APOLLO, its officers, employees, contractors, agents, heirs, successors, and clients harmless for any damage to said vehicle or property, or harm to any person, including the CONTRACTOR, resulting from the towing/use of CONTRACTOR's vehicle.

7. The CONTRACTOR acknowledges that each assigned and accepted vehicle is a separate trip/engagement from pick-up point to final delivery point at the gross contract fee for the CONTRACTOR services set by APOLLO. The gross contract fee includes all activities which must be performed by the CONTRACTOR to properly complete the delivery of the assigned vehicle, including adherence to all applicable regulations. The gross contract fee is payment for all costs related to the delivery of the assigned vehicle, including: driving, fuel, transportation cost, out-of-route miles, lodging expenses, communication costs, administrative costs, equipment, and other costs. (The gross contract fees for services rendered are calculated based upon PC Miler and not odometer miles.) APOLLO may reimburse contractor for incidental truck costs as incurred as supported by receipts and authorized by the Shipper/Customer. A deposit, in the form of advances, will be given to the contractor by Apollo upon assignment of the vehicle to the CONTRACTOR. This deposit will be deducted from the gross contract fee, when it is paid upon completion of the contract assignment. In the event a vehicle is not moved to the contracted destination within the required schedule, the CONTRACTOR will only be paid a prorated part of the contract amount, less liquidated damages. Liquidated damages shall be the expense incurred by APOLLO to fulfill the contract with its client, including, as necessary, towing, storage, lost rental revenue, and other necessary costs. The CONTRACTOR agrees that such liquidated damages will be deducted from the final settlement or settlements from subsequent moves.

8. The CONTRACTOR understands that he/she is an independent contractor, and that no federal, State or local employment taxes will be withheld or paid on the CONTRACTOR's behalf, and that no worker's compensation laws shall be applicable. CONTRACTOR also acknowledges that it is his/her full and sole responsibility to pay all applicable federal, state and local self-employment, worker's compensation, income taxes, health, accident, life, and disability insurance coverage required by law and/or any government body jurisdiction. This Agreement, of which these terms and conditions are a part, does not designate the CONTRACTOR as the employee, agent, or legal representative of APOLLO, for any purpose whatsoever. The CONTRACTOR is not granted any express or implied right of authority to assume or create any obligation of responsibility on behalf of or in the name of APOLLO or to bind APOLLO in any manner or thing whatsoever.

9. If the CONTRACTOR is the sole and exclusive operator of the vehicle that is driven exclusively by the CONTRACTOR under this Agreement, then CONTRACTOR may, as an alternative to obtaining Worker's Compensation coverage, obtain an Occupational Accident insurance policy that is acceptable to the carrier at its sole discretion.

10. CONTACTOR will be issued legalization papers/plates as required by Federal and State laws for the movement of vehicles, in interstate commerce that are the legal property of APOLLO. Such legalization papers/plates may not be used by or on behalf of any other individual or company, and must be returned to APOLLO or its designee when required or upon termination of this Agreement. CONTRACTOR also understands and agrees that as a result of this Agreement and the contractual relationship established by this Agreement, CONTRACTOR will receive and/or have access to certain APOLLO confidential and/or proprietary information, including clients, client information, and client lists, written or otherwise; drivers lists, written or otherwise; and other such information. CONTRACTOR further understands and agrees that such information is the sole and separate property of APOLLO, and CONTRACTOR has no rights or claims whatsoever to such property. CONTRACTOR warrants that he/she will return all APOLLO properties, including legalization documents, client information and lists, driver information and lists to APOLLO upon termination of this Agreement. CONTRACTOR will not use or provide to other parties in any manner whatsoever, directly or indirectly, during or for twelve (12) months after the termination of this Agreement, any information or properties received or acquired as a result of or during the period of this Agreement. In the event CONTRACTOR does not comply with this, CONTRACTOR agrees to be assessed fines and penalties determined by APOLLO, and be subject to all other remedies available to APOLLO under any applicable law, and such fines and penalties will be deducted from any payments due CONTRACTOR. The provisions of this paragraph shall continue in effect after the termination of this Agreement.

11. Non-CDL CONTRACTOR understands that an insurance waiver deduction of \$2.50 per trip for under 400 miles and \$3.00 per trip for over 400 mile trips will be deducted. CDL CONTRACTORS understand an insurance waiver deduction of \$4.00 per

trip will be deducted regardless of trip distance. The insurance waiver deduction is compensation for APOLLO to assume liability over \$500 for losses incurred in the transportation of APOLLO'S clients vehicles.

12. The terms and conditions of this Agreement are applicable only while the contractor has the care, custody and control of the contracted vehicle. Further, upon completion of the Transportation Services and upon delivery of the assigned vehicle, the independent contractor is released from any duties and responsibilities in the furtherance of the interest of Apollo.

13. In consideration of the terms and conditions set forth in this Agreement, the CONTRACTOR, for self, passengers, heirs and personal representatives, holds harmless and expressly releases APOLLO and its agents, servants, heirs, successors, assigns, clients, and personal representatives from any claim or liability whatsoever arising from operation of the vehicle from the time the vehicle is accepted by the CONTRACTOR until the indicated consignee or its authorized agent acknowledges receipt of said vehicle. The parties agree that this is applicable whether CONTRACTOR is a driver, passenger, or in other capacity, in the assigned vehicle or in any other vehicle being used to transport drivers by another driver or CONTRACTOR, in any manner related to the CONTRACTOR's agreement with APOLLO. This release covers all injuries and all their effects and results, whether developed or undeveloped, and all expenses of every nature. The statements and agreements herein are not merely recital, but are contractual.

14. In the event any of the provisions, paragraphs, clauses, or sentences of this Agreement are deemed by a competent court of law to be unenforceable or invalid, the remaining provisions shall not be affected by such determination, and shall continue in full force and effect.

15. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Arizona. Any suits filed against Apollo shall be filed in the State of Arizona. The parties agree that disputes between the CONTRACTOR and Apollo will be submitted to arbitration, and the venue for arbitration will be Phoenix, Arizona.

IN WITNESS WHEREOF, the parties of this Agreement have duly executed it on the date and year indicated below.

By:

Independent Contractor

Date

By:

For Apollo Transfer Company, LLC

Date