

JN GRAHAM TRUCKING LLC

26240 ST RT 159
CIRCLEVILLE, OH 43113
*****DISPATCH 740-497-8979*****
740-477-3094 OFFICE/FAX
740-420-3999 OFFICE/FAX

HAULER SIGN ON CHECKLIST (EVERYTHING MAY NOT PERTAIN TO YOU)

Hauler Name: _____

- _____ Signed Agreement between JN Graham and Hauler
- _____ Copy of Hauler's PUCO Operating Authority
- _____ Signed W-9 Form
- _____ Certificate of Insurance naming JN Graham Trucking as an Additional Insured
- _____ Current Ohio Workers Compensation Certificate of Coverage
- _____ Driver, Equipment, and Contact Information Sheet
- _____ Copy of CDL License and Medical Card for all drivers
- _____ Proof of Drug Consortium Program
- _____ Copy of all registrations for trucks (this is a new requirement)

If you are a sole owner with no employees you will not need workers comp or drug consortium!

JN GRAHAM TRUCKING LLC

IF YOU'R SCHEDULED TO WORK AND YOUR NOT ABLE TO MAKE IT TO THE JOB DUE TO THE TRUCK BREAKING DOWN, LEAVING EARLY, OR ANY OTHER REASON YOU NEED TO CONTACT DISPATCH ASAP (740-497-8979) SO THAT SHE CAN CONTACT THE FORMAN ON THE JOB. WE ARE DEPENDING ON YOU TO BE THERE. YOU ARE REPRESENTING JN GRAHAM TRUCKING SO YOU NEED TO MAKE EVERY EFFORT TO BE AT THE JOB ON TIME AND STAY THE ENITRE DAY. THE PAY PERIOD WILL BE FROM FRIDAY TO THURSDAY. YOU NEED TO HAVE ALL TICKETS TURNED IN BY 5 P.M. THURSDAY EVENING IN ORDER TO GET YOUR CHECK ISSUED BY MONDAY. WE WILL CUT CHECKS AND HOLD THEM FOR THE TWO-WEEK TIME FRAME. IF THIS PAY SCHDULE CHANGES WE WILL LET YOU KNOW.

ALL TICKETS NEED TO BE TURNED IN WEEKLY IN ORDER TO KEEP YOU PAID ON TIME.

IF TICKETS ARE OVER TWO WEEKS THE CONTRACTOR MAY NOT PAY YOUR TICKETS. IT

IS VERY IMPORTANT TO FILL THE TICKETS OUT COMPLETELY AND HAVE THEM

TURNED IN WEEKLY. YOU MAY ALSO GIVE YOUR YELLOW COPY TO A JN GRAHAM DRIVER

IF YOU'R WORKING WITH THEM. **WE DO REQUIRE YOU TO TURN IN YELLOW COPIES OF**

ALL YOUR TICKETS BEFORE CHECKS CAN BE ISSUED. WE WILL BE SENDING ALL CHECKS

IN THE MAIL THERE ARE NO EXCEPTIONS. YOU WILL NO LONGER HAVE THE OPTION TO PICK YOUR CHECKS UP AT THE SHOP DUE TO SECURITY ISSUES. I DO APOLIGIZE FOR ANY INCONVIENCE WE ARE LOOKING FORWARD TO WORKING WITH YOU IN 2024.

JN GRAHAM TRUCKING LLC

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740-497-8979(DISPATCH)

HAULER INFORMATION

Hauler Name:

CONTACT NAME:

ADDRESS:

OFFICE/FAX NUMBERS:

CELL NUMBER:

EIN & PUCO NUMBER:

EMAIL ADDRESS:

JN GRAHAM TRUCKING LLC

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DRIVER INFORMATION

<i>NAME</i>	<i>CELL #</i>	<i>TRUCK #</i>

You may copy this sheet if there are additional drivers to list

INDEPENDENT TRUCKING CONTRACTOR AGREEMENT

NAME: _____

This application is made in Circleville, Ohio this _____ day of _____ 2024, by _____, hereinafter "**HAULER**" to "**JN GRAHAM TRUCKING LLC**" For work as it is available for hauling services, including hauling sand, gravel, and other materials as well as excavating.

1. The general conditions of this agreement are applicable to all specific jobs offered by **JN GRAHAM** and undertaken by the **HAULER**, but each job is to be considered a specific contract, which may be cancelled by **JN GRAHAM** if the conditions below are breached or if the representations made by the **HAULER** are false.
2. Hauler agrees to provide hauling and transportation services for **JN GRAHAM** For as needed bases. **HAULER** shall furnish all labor, materials, equipment, supervision and insurance needed to provide said services. It is understood that **HAULER** is an independent contractor in the performance of this agreement and not an employee of **JN GRAHAM**. Nothing contained herein shall be construed to imply an employment, joint venture of principal-and agent relationship between the parties; and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other. **HAULER** shall not be entitled to participate in any plans, benefits or distributions intended for **JN GRAHAM**, employees. **HAULER** agrees that **JN GRAHAM**, will make no deductions from any compensation paid to **HAULER**, and **HAULER** shall have full and exclusive liability for, the payment of any taxes and/or contributions for unemployment insurance, workers' compensation or any other employment-related costs or obligations, related to the provision of the aforementioned services by **HAULER**. **HAULER** agrees that **HAULER** shall furnish all necessary trucks, drivers, or other equipment for **HAULER** work under this agreement, and that said trucks, drivers or other equipment shall be subject to the exclusive orders and directions of **HAULER** and under its exclusive control.
3. **HAULER** represents that it is an authorized Ohio intrastate property motor carrier for hire and that it is the holder of the Public Utilities Commission of Ohio Certificate of Public Convenience and Necessity Number: _____.
HAULER further represents that it will immediately notify in writing if said Certificate is subject to any negative and/ or corrective action, including, but not limited to investigations, suspensions, or revocation by any governmental and/ or private authorities. **HAULER** must also display its name and Certificate of Public Convenience and Necessity Number on its dump trucks in compliance with applicable laws and regulations.
4. **HAULER** agrees to comply with all applicable city, county, state laws, and the "Federal Motor Carrier Safety Regulations" from the date of the agreement is executed and to provide the following to **JN GRAHAM**, within seven (7) days of the execution of this agreement.
 1. Verification **HAULER** and **HAULER'S** drivers are in a random drug-testing program. (**HAULER** is responsible for all costs associated with said drug-testing program)
 2. Name and address of said drug-testing program.
 3. Verification that said drug-testing program conforms to all federal and state regulations and statutes, including, but not limited to, all regulations set forth by the United States and Ohio Department of Transportation.
 4. Verification that **HAULER** and its drivers are qualified under said statutes and regulations.
 5. The date(s) **HAULER** and its drivers were last tested and the test results.
5. If **HAULER** hires any drives for its trucks, **HAULER** certifies that it shall obtain and maintain current workers' compensation coverage for these drivers as evidenced by certificate of premium payment for risk number for the period. If **HAULER** is a partnership, limited liability company, corporation or a sole proprietorship and desires coverage under the Workers' Compensation Act, it understands that it must do so in accordance with O.R.C. *4123.01 (A)(2)(B), by serving written notice to the Industrial Commission of Ohio of the person(s) to be covered and paying a premium for compensation coverage.

6. **HAULER** shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. **HAULER** shall indemnify and hold **JN GRAHAM** harmless from any and all claims, causes of actions, losses, damage, liabilities, costs and expenses, including attorney fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this paragraph, arising from the provision of services by **HAULER**, its agents or employees. **HAULER** shall also assume the cost of defending **JN GRAHAM** against any threatened and/ or filed claims, lawsuits or alternative dispute resolution against **JN GRAHAM** or any of its agents, employees, subsidiaries, affiliates, shareholders, successors, and/ or assigns arising out of **HAULER'S** provision of services to **JN GRAHAM** under this application.
7. **HAULER** represents that is has and will maintain liability insurance issued by _____ Insurance Company, valid until _____, 20_____, with a minimum of one million dollars (\$1,000,000.00) bodily injury and property damage liability insurance limits. It is understood that this insurance will be primary insurance with respect to losses arising out of **HAULER'S** provision of the services referenced in the application. **HAULER** will add **JN GRAHAM** as insured under the insurance policy mentioned above and furnish a Certificate of Insurance along with a current copy of the appropriate endorsement to **JN GRAHAM** with fourteen (14) days of executing this application.
8. **JN GRAHAM** and **HAULER** agree that each load under this application constitutes a separate contract and that any other taxes as may be levied by taxing bodies pertaining to **HAULER** and **HAULER'S** employees shall be paid by **HAULER**.
9. **JN GRAHAM** agrees to pay **HAULER** (less 6% of gross of all/any work) performed either by the trip, per hour or per ton as agreed upon by **JN GRAHAM** and **HAULER** prior to the undertaking of each specific job. **JN GRAHAM** agrees to pay **HAULER** the sum agreed upon within fifteen (15) days after the submission to **JN GRAHAM** by **HAULER** of the following job tickets. **HAULER** agrees that all job tickets must be submitted to **JN GRAHAM'S** office no later than noon on Tuesday of the following said work was performed. In addition TO all paperwork for any given month must be submitted no later than the third day of the month following completion of the job. Prior to payment, each job ticket must be completed in full. If The job tickets are submitted late or if the information on the job ticket is incomplete, illegible, or incorrect **JN GRAHAM** reserves that right to (1) withhold payment indefinitely until proper information is provided and/or (2) deduct penalty fees from any payments due to **HAULER**. **JN GRAHAM** also reserves the right to withhold any monies due to **HAULER** as a setoff against any damages caused by any breach of the terms of this application by **HAULER**.
10. During the term of **HAULER'S** provision of services under this application and for a period of twelve (12) months from the voluntary or involuntary termination of **HAULER'S** services for **JN GRAHAM** for any reason whatsoever, **HAULER** shall not use for any purpose or disclose to any person or entity and confidential information acquired during the course of its services for **JN GRAHAM**. **HAULER** shall not, directly or indirectly, copy, take, or remove from **JN GRAHAM** premises, any of **JN GRAHAM** books, records, customer lists, or any other documents or materials. The term "confidential information" as used in this application includes, but is not limited to, records, lists, and knowledge of **JN GRAHAM** customers, suppliers, methods of operation, processes, trade secrets, indebtedness, as the same may exist from time to time.
11. During the term of **HAULER'S** provisions of services under this Application and for a period of twelve (12) months from the voluntary or involuntary termination of **HAULER'S** provision of services under this Application for **JN GRAHAM** for any reason whatsoever, **HAULER** shall not either on its own account or for any person, firm, partnership, corporation, or other entity: (1) solicit, interfere with, or endeavor to cause any employee of **JN GRAHAM**, its agents, subsidiaries, affiliates, shareholders, successors, and/ or assigns, to leave his or her employment, or (2) induce or attempt to induce any such employee to breach her of his employment agreement with **JN GRAHAM**, its agents, subsidiaries, affiliates, shareholders, successors, and/ or assigns.

12. During the term of **HAULER'S** provision of services under this Application and for a period of twelve (12) months from the voluntary or involuntary termination of **HAULER'S** provision of services under this Application for any reason whatsoever, **HAULER** shall not solicit, induce, or attempt to induce any past or current customer or **JN GRAHAM**, its subsidiaries, affiliates, shareholders, successors, and/ or assigns; or two do business with any other person, firm, partnership corporation, or other entity which performs services materially similar to or competitive with those provided by **JN GRAHAM**, its agents, subsidiaries, affiliates, shareholders, successors, and/ or assigns.
13. **HAULER'S** obligations pursuant to paragraphs 10, 11, and 12 of this Application shall survive the termination or expiration of this Application and said paragraphs shall remain in full force and effect notwithstanding such termination or expiration. **HAULER** agrees to deliver promptly all of **JN GRAHAM** property including without limitation Confidential Information, whether delivered to **HAULER** in the performance of services or not, and all copies of such property in **HAULER'S** possession to **JN GRAHAM** at any time upon **JN GRAHAM** request.
14. In addition to all of the remedies otherwise available to **JN GRAHAM**, including, but not limited to, recovery from **HAULER** of damages and reasonable attorney's fees incurred in the enforcement of this Application, **JN GRAHAM** shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Application. All of **JN GRAHAM** remedies for breach of this Application shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies.
15. **JN GRAHAM** reserves the right to terminate this Application at any time and may endeavor to give **HAULER** up to three (3) days notice of termination, if practicable. **HAULER** shall be compensated for all services provided prior to termination pursuant to the preceding sentence. Yet, should **HAULER** fail to perform any of its obligations hereunder, including failure to complete services in a timely manner, **JN GRAHAM** may terminate this Application immediately.
16. **HAULER** has carefully read and considered the provisions hereof and, having done so, agrees that the restrictions set forth herein (including, but not limited to, the time periods of restriction in any paragraph) are fair and reasonable and are reasonably required for the protection of the interest of **JN GRAHAM**.
17. Any suit involving any dispute or matter arising under this Application may only be brought in the courts of the State of Ohio, Pickaway County, or such other county where **JN GRAHAM** may relocate its principal place of business. **HAULER** and **JN GRAHAM** hereby consent to the exercise of personal jurisdiction by such court with respect to any such proceeding.
18. Each provision of this Application shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid, and contrary to any existing or future law, such invalidity shall not impair the operation of or affect portions of this Application which are valid.
19. This Application constitutes the complete and exclusive statement of the agreement among **JN GRAHAM** and **HAULER**. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warrant. The Application may be amended or modified from time to time only by a written instrument adopted by written consent of **JN GRAHAM** and **HAULER**. Oral agreements that purport to amend this Application shall not be enforceable.

20. **Signatures.** JN GRAHAM TRUCKING LLC and the contractor (Hauler) agree to the above contract.

Witnessed by: _____
(Signature) (Print Name)

JN GRAHAM TRUCKING LLC
26240 ST. RT. 159
Circleville, OH 43113

(Signature) (Print Name) Date: _____

Hauler: (Independent Contractor)
Name & Address

(Signature) (Print Name) Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

TRUCKING LIST

YEAR	COLOR	MAKE/MODEL	AXLES	COMPANY TRUCK #	PLATE #	BED TYPE	SHELLY #
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									

HAULER SIGNATURE: _____

1. CIRCLE TYPE OF TRUCK
2. DATE
3. PROJECT NUMBER
4. LOCATION OF WHERE YOUR WORKING
5. MATERIALS YOU ARE HAULING
6. START TIME
7. FINISH TIME
8. TOTAL HOURS
9. FIRM***COMPANY YOUR WORKING FOR
NOT YOUR COMPANY NAME
10. TRUCK #
11. Your Company Name
12. FOREMAN MUST SIGN THE TICKET
BEFORE YOU CAN BE PAID

JN GRAHAM TRUCKING

DBE & EDGE Certified

26240 St. Rt. 159

13760

Circleville, Ohio 43113

(740) 420-3999, (740) 207-5179, or (740) 477-3094

Fax: (740) 420-3999 or (740) 477-3094

FEDERAL I.D. # 80-0582929

Circle One: Tandem Triaxle Quad

1- 6-Axle Tractor Trailer Flat Bed

Date: 2

Project: 3

Location: 4

Materials Hauled: 5

Full Rate (Hourly Work)

Load-out Time: 6 A.M. P.M.

Finish Time: 7 A.M. P.M.

Lunch: _____

Total Hours: 8

Tonage (Rate per Ton \$ _____)

Loads: TH TH TH

Firm: 9

Truck # 10 Driver 11

Signed By: 12

PLEASE MAKE SURE YOUR TICKETS ARE FILLED OUT COMPLETELY. WHITE COPY GOES TO FOREMAN YELLOW TO OFFICE AND YOU KEEP THE PINK COPY.