

**INDEPENDENT CONTRACTORS / OWNER OPERATORS / SUB-CONTRACT DRIVERS /
LEASE PURCHASE OWNER OPERATORS AGREEMENT**

_____ (The Company) is a member of the Alabama Trucking Association (ATA) Workers' Compensation Self-Insurance Fund (Fund). Because of this membership, you, as an independent contractor, owner operator, sub-contract driver or lease purchase owner operator, are eligible to purchase coverage through the "OWNER OPERATORS / SUB-CONTRACT DRIVERS UNDER LEASE TO _____" program provided by the ATA FUND. This program offers coverage if you are injured while performing the duties of your occupation. Independent Contractors, Owner Operators, Sub-contract Drivers, and Lease Purchase Owner Operators are eligible for participation. You are not eligible to participate if you are a W-2 employee or are a company driver for any company that is required by state law to provide workers' coverage to its employees or company drivers. In order to participate, you must agree to the following terms and conditions as set out below:

1. You, the undersigned Independent Contractor, Owner Operator, Sub Contract Driver, or Lease Purchase Owner Operator (hereinafter "undersigned"), acknowledge and agree that the following terms and conditions shall govern the administration of any claim for benefits arising out of an injury sustained in the course of performing your work, which said benefits are payable through your participation in the "OWNER OPERATORS / SUB-CONTRACT DRIVERS UNDER LEASE TO _____" program provided by the ATA FUND.

You, the undersigned, agree that:

- **The undersigned is not an employee or company driver of a company required to provide workers' compensation coverage to its employees or company drivers.**
- **The undersigned has chosen to obtain coverage as a result of the _____, _____'s membership in the ATA Fund.**
- **The amount the undersigned will be charged for the coverage (contributions) will be calculated using a wage base of \$_____ per week (\$_____ per year). In the event of a compensable on-the-job injury, indemnity (money) benefits will be calculated using a wage base of \$_____ per week (\$_____ per year).**

Wage base as described above acknowledged: _____ (undersigned initials)

2. You, the undersigned, acknowledge and agree that although the undersigned is an independent contractor, owner operator, sub-contractor or lease purchase owner operator, and not an employee of The Company, the undersigned's workers' compensation coverage, compensability determinations, and benefits payable, if any, will be determined pursuant to the Alabama Workers' Compensation Act. The undersigned acknowledges and agrees that the undersigned is not an employee of The Company.
3. You, the undersigned, acknowledge and agree that the work to be performed will require regular travel in the State of Alabama, as well as in one or more other states. The undersigned acknowledges that the lease contract and/or place of hiring (if the undersigned is a contract driver of the owner of leased equipment) is/was entered into the State of Alabama, and that the work to be performed will be principally localized within the State of Alabama for the purposes of determining the applicability of any state's workers' compensation statutes. The undersigned agrees to accept Alabama Workers' Compensation benefits paid in accordance with the Workers' Compensation Act of Alabama, to the exclusion of any other state jurisdiction or workers' compensation law. The undersigned agrees that the jurisdiction of any workers' compensation claim shall be in the state courts of the State of Alabama.
4. You, the undersigned, acknowledge and agree that all claims for workers' compensation benefits are subject to immediate post-accident drug testing in accordance with § 25-5-51, Ala. Code (1975). The

undersigned acknowledges and agrees that this document shall satisfy any written notice requirement of the Workers' Compensation Act of Alabama concerning post-accident drug testing and any action taken thereon. **"A positive drug test conducted and evaluated pursuant to standards adopted for drug testing by the U.S. Department of Transportation in 49 C.F.R. Part 40 shall be a conclusive presumption of impairment resulting from the use of illegal drugs. No compensation shall be allowed if [You refuse] to submit to or cooperate with a blood or urine test as set forth above following the accident, after having been warned in writing by [The ATA Fund] that such refusal would forfeit [Your] right to recover benefits under this chapter."**

5. You, the undersigned, acknowledge and agree that all claims are examined under the Alabama Workers' Compensation Fraud Act (§ BA-11- 124, Ala. Code (1975)), which provides that any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining compensation, as defined in § 25-5-1(1), as amended, for himself or herself, or any other person is guilty of a Class C felony, which is punishable for up to (10) years imprisonment.
6. You, the undersigned, acknowledge and agree that as a condition of eligibility, you will make no misrepresentations as to existing or prior physical condition, mental condition and/or ability to fulfill the duties of the job. **"MISREPRESENTATIONS AS TO PREEXISTING PHYSICAL OR MENTAL CONDITIONS MAY VOID YOUR WORKERS' COMPENSATION BENEFITS."** § 25-5-51, Ala. Code (1975). Any injury sustained during the course of [Your work], no matter how minor or trivial, **MUST IMMEDIATELY BE REPORTED TO YOUR SUPERVISOR OR OTHER MANAGEMENT PERSONNEL.**
7. You, the undersigned, acknowledge and agree that all claims for workers' compensation benefits are subject to a medically approved "early return to work" program, including modified driving and/or job assignments in the corporate offices, assigned for work with approved charities or non-profit organizations through Transition2Work or other similarly structured programs, or as otherwise directed.
8. You, the undersigned, acknowledge and agree that this document does not constitute, and shall not serve as, a contract for employment with The Company listed herein.
9. You, the undersigned, acknowledge and agree that the clauses and paragraphs contained in this agreement are intended to be read and construed independently of each other, and of any separate lease agreement entered into between the parties. If any term, covenant, condition or provision of this agreement is determined to be invalid, void, or unenforceable, by a circuit court within the State of Alabama, the remaining provisions shall not be affected, and shall remain in full force and effect as between the parties.
10. You, the undersigned, acknowledge receipt of the fully executed copy of this Form.

Independent Contractor / Owner-Operator
Sub-Contract Driver / Lease Purchase Owner
Operator (Signature)

Company Representative (Signature)

Print Name

Print Name

Date Signed

Title and Date Signed