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## Paperwork Procedures

Please make sure your paperwork is filled out completely and properly. All paperwork must be received into your local terminal no later than Monday at 12 Noon. Any delays in receiving your paperwork will cause a delay in you receiving you settlement check.

- Each ticket you pickup from the crusher should have a 4B Ticket to go with it.
- Ensure your 4B Tickets are filled out completely with good penmanship.
- You **MUST** use your assigned 4B Truck number on all paperwork. Failure to use the correct truck number will result in payment being delayed. We understand you have your own truck number already but when working under our dispatch you must use the 4B truck number assigned.
- If you run low on 4B Tickets please stop by the terminal to get another ticket book.
- **DO NOT** staple any documents you turn in. This causes delays in processing your tickets.

Remember, any delays in receiving your paperwork to your local terminal will result in a delay in receiving your settlement as outlined in this agreement.

I agree and understand these requirements \_\_\_\_\_ (initials)

## CARRIER-COMPANY AGREEMENT

THIS AGREEMENT is made on and effective \_\_\_\_\_ by and between 4-B Trucking, Inc., an Texas corporation, hereinafter referred to as "Company", MC #726105, and \_\_\_\_\_ Motor Carrier hereinafter referred to as "Carrier", MC or USDOT# \_\_\_\_\_.

**1. OBLIGATIONS OF COMPANY.** Company agrees to tender commodity shipments to Carrier for transportation in interstate commerce by Carrier between points and places within the scope of Carrier's operating authority as directed by the Company. Company shall offer to Carrier a minimum of five (5) shipments for each year this agreement remains in effect. Compensation – Company agrees to pay Carrier within thirty (30) days following Company's receipt of a bill of lading showing proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by Company to Carrier shall be established between Company and Carrier on a per shipment basis prior to the commencement of each individual shipment, by picking up a load the Carrier agrees on the pay rate the Company will pay. The Company will make all attempts to ensure the Carrier knows the pay rate prior to any pickups, the Company is under no obligation to pay above what the Company has already acknowledged to pay the carriers in rate negotiations if the Carrier does not receive the pay rate prior to picking up the load. It is the Carriers upmost responsibility to know any pay rates prior to obligating the Carrier to the load.

**2. RATES AND CHARGES.** The basic transportation rate negotiated between the parties for freight of all kinds, for full truckload shipments. Rates or modifications of the haul rates may be established or amended verbally on a per truckload basis in order to meet specific shipping schedules, as mutually agreed. Company will immediately confirm rates and other pertinent load information to the carrier by text, e-mail or verbal communication. In order to remain binding between parties and to meet the reduced-to-writing requirement, the Carrier's freight bill to the Company, reflecting the agreed upon rate, will fulfill this requirement. Unless otherwise agreed upon, by default, the Company will deduct a 7% Contractor Fee from the gross settlement amount due to the Carrier each pay period.

**3. OBLIGATIONS OF CARRIER.** Carrier shall use its best effort to provide adequate transportation services to meet the needs of Company and to deliver each shipment promptly and efficiently. Carrier agrees to furnish suitable trucks, tractors, trailers, and semi-trailers, at its own expense, to haul each shipment of commodities. Carrier agrees to assume all costs, expenses and liabilities incidental to the transportation of such commodities, including but not limited to, all costs, expenses, and liabilities incidental to or arising out of maintenance, repair or operation of the equipment, labor, fuel, supplies, insurance, and/or accidents. Carrier agrees at all times to save and hold Company harmless from any and all such costs, expenses or liabilities. Carrier may not use equipment other than its own without first notifying Company. In the event the Carrier is unable to supply transportation service within the time requested by the Company, it shall so advise the Company and may arrange to furnish said transportation at a later date; or the Company, if it desires, may elect to avail itself of the services of another Carrier, legally qualified to serve said Company or its customers. Carrier must make all attempts to deliver any loads that were dispatched to them. In the event that the Carrier was unable to deliver a dispatched load for the Company and the Carrier does not make a qualified attempt to let the Company know they were unable to perform on the particular dispatched load(s), the Company has the right to charge the Carrier a \$100 per load fine for not letting the Company know in adequate time to re-adjust any other equipment to perform in the place of the Carrier who was unable to complete the assignment. The Carrier will be made light of Proprietary, Confidential, and Non-Public information the Company uses in day to day operations, including, but not limited to, contracts, agreements, rates, forms, customers, vendors, other carriers, tickets, contact information, sales and order information, etc. the Carrier will not, under any circumstances divulge said Company private information to any third-party. In the event the Company is notified the Carrier released non-public information to a

third-party, the Company has every right under law to protect its interests in seeking monetary and non-monetary judgments against the Carrier.

**4. AGENCY REGULATION.** Carrier agrees to transport all commodities pursuant to this agreement in accordance with the rates, charges, rules, and regulations established by applicable federal or state agencies and all claims for loss or damage and any salvage arising therefore shall be handled and processed in accordance with the regulations as published in the Code of Federal Regulations (49 C.F.R. 1005).

**5. BILL OF LADING.** Carrier shall issue and sign a standard bill of lading acceptable to the Company and underlying shippers on acceptance of goods. Shipments made under this contract will be subject to all the terms and conditions of the uniform straight bill of lading. All such documents shall show the consignor and consignee, and the Company's name shall be shown on the bill of lading as the carrier of record. The Carrier's name will not be shown on the bill of lading as carrier. The Carrier's driver shall not only sign the bill of lading but also write the name of the Carrier on the bill of lading.

**6. INDEMNITY.** Carrier agrees to defend against and hold harmless Company/Shipper/Receiver from any and all loss or damage to each shipment transported by it pursuant to this Agreement. Carrier further agrees to defend and hold harmless Company/Shipper/Receiver from any and all liability costs and damages to persons and/or property arising out of Carrier's negligence, including, but not limited to, all road, fuel and other taxes, fees or permits related to the shipments transported by it as arranged by Company/Shipper/Receiver.

**7. INSURANCE.** Carrier shall furnish to Company in the form and manner satisfactory to Company, a certificate of insurance setting forth that Carrier maintains primary public liability and property insurance coverage as required and shall file a certificate of such insurance with Company. Said insurance policies shall provide that they may not be cancelled without thirty (30) days written notice to Company. 4-B Trucking, Inc. must be listed as additional insured in regards to auto liability coverage. If there is a claim due to the Carrier's fault, they are liable for all payments. It is not the responsibility of 4-B Trucking, Inc. to pay for carrier's claims.

**8. INDEPENDENT CONTRACTOR STATUS.** Notwithstanding the provisions of the Agreement, nothing contained herein shall be construed to mean that Carrier is an agent or an employee of Company, and Carrier declares that the services performed in this Agreement shall be offered by Carrier as an independent contractor status for filing with Company's insurer in the form attached as Appendix A.

**9. TERM OF THE AGREEMENT.** This agreement is to become effective the date shown above and shall remain in effect for a period of one (1) year from such date and shall continue in effect from year to year unless and until terminated by either party upon not less than thirty (30) days prior written notice to the other, delivered personally or mailed to such party at the address set forth below.

**10. NO "DOUBLE CONTRACTS".** Carrier shall not give loads, work, material, orders, or any other dispatched work to another company or person without prior written permission from the Company and proper qualification of the sub-contractor/sub-hauler. If Carrier does double-broker work from the Company without prior written permission from the Company this contract is null and void. Any revenue generated by the Carrier and sub-hauler/sub-contractor **WILL** be held until the Company has qualified all sub-haulers/sub-contractors.

**11. NO BACK SOLICITATION.** Carrier shall not solicit traffic from any shipper, consignor, consignee, or customer of Company, including but not limited to all where (1) the availability of such traffic first became known to Carrier as a result of Company's efforts, or (2) where the traffic of the shipper, consignor, consignee, or customer of the Company was first tendered to the Carrier by the Company. If Carrier breaches this Agreement and "back-solicits" the Company's customers and obtains traffic from such customer or customers, then Carrier shall be obligated to pay Company a commission equal to twelve percent (12%) of the gross transportation revenue received by Carrier from the movement

of said traffic. Carrier's obligation to pay said obligation shall last for a period of twelve (12) months following the month in which Carrier first moved traffic for said customer not given to by 4-B Trucking, Inc. Carrier agrees that delivery of a copy of this Agreement shall constitute a valid assignment of the percentage of Carrier's gross payments received from customer as stated above. This Agreement shall serve as a directive authorizing customer to pay said commission directly to Company.

**12. QUALIFIED EQUIPMENT.** Each truck that wishes to work for the Company will be required to become qualified equipment by submitting a copy of the truck registration and a copy of the insurance coverage listing the vehicle on the covered policy. Each truck will have a 4B truck number assigned to it. The Carrier agrees that this number must be on every ticket, both 4B Haul Ticket and Shipper ticket. Any changes to the registration (including renewals or changes) must be submitted to the Company as soon as possible.

**13. COMPLETION OF TICKETS.** If tickets are not completed correctly with at least the basic information on the 4-B Haul ticket including you 4-B Truck number, date, origin, destination, ticket number, and tonnage as well as a signed original copy of the shipper ticket (Pit Ticket) this will cause a delay in the processing of tickets and as a result will result in delay of pay to the Carrier. In the event that the wrong 4-B truck number is placed on the 4-B ticket by the Carrier and a different carrier is paid for the services rendered, payment for said loads will only be paid to the correct carrier in the event that the Company can collect on the over payment that was paid to the wrong carrier or can be paid by the Company at its discretion. If the Carrier cannot provide a signed copy of the original Shipper Ticket to the Company within 10 days of being requested, the Carrier will be back charged for the material, trucking, and lost brokerage, this is an industry standard process. If a back charge is processed the dollar amount for material and trucking charges will be refunded to our customer or customer's account with the Company, that is requesting the proof of delivery-that charged the Company for said charges, lost brokerage will be kept by the Company. A back charge will be processed against any payments that are due to the Carrier, in the event the back charge is more than the future payments that are due to the Carrier, an invoice will be generated by the Company and due in full immediately from the Carrier.

**14. LATE TICKETS.** Tickets that are turned in after Monday will be placed on the next run week as if they were hauled on that week. Late tickets that are turned in more than 15 days past the regular due date will be paid on a Company-Paid Carrier-Paid basis. You will be paid when the Company is paid for services rendered.

**15. UPDATES AND CHANGES.** The Company will periodically make changes to this agreement. At which time any changes or updates will automatically become retroactive to the signed date of this agreement. The Carrier can, at any time, request to view a copy of the updated agreement. The Company will not notify the Carrier unless the changes seriously affect the terms or structure of this agreement.

**16. APPENDIXES.** The Company will periodically offer programs to Carriers which will require additional contract between the Company and the Carrier at which will become labeled as Appendix's. These appendixes will become attached and bound in effect immediately with this agreement.

**17. ELECTRONIC CONVERSION.** The Company will, at times, opt to convert this contract into a scanned format, destroying the original inked copy. Both the Company and Carrier, and any legal counsel for either parties, agree that a digital or reproduction copy will be as valid as an ink signed copy.

[THE REMAINDER OF THIS PAGE LEFT BLANK]

IN WHITNESS WHEREOF, WE HAVE SIGNED THIS AGREEMENT THE DATE AND YEAR FIRST SHOWN ABOVE. BOTH PARTIES AGREE TO THE TERMS AND CONDITIONS OUTLINED ABOVE.


COMPANY:

**4-B Trucking, Inc.**

PO Box 9  
Bridgeport, TX 76426  
Phone: (940) 535-7300  
Fax: (940) 535-7301  
[www.4btrucking.com](http://www.4btrucking.com)  
4btrucking@boydgrp.com

\_\_\_\_\_  
4-B Trucking, Inc. Representative

\_\_\_\_\_  
Carrier Name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Carrier Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
# of Trucks

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
# of End Dumps

\_\_\_\_\_  
# of Belly Dumps

\_\_\_\_\_  
# of 1/2 Rounds

\_\_\_\_\_  
# of Bobtails/T&P

\_\_\_\_\_  
Parking Location

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION  
7551 Metro Center Drive, Suite 100  
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR  
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_  
TO: No End Date

4-B Trucking, Inc.

\_\_\_\_\_  
Name of General Contractor

\_\_\_\_\_  
Name of Subcontractor

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER  
THIS IS A BLANKET AGREEMENT):  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of employees affected: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE  
DATE IT IS SIGNED.

Blanket Agreement

Texas Labor Code, Texas Workers' Compensation Act, Section 406.122.

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes  
during the effective period of coverage, it is advisable for the  
General Contractor to file this form with the new insurance carrier.

Susan Boyd  
Signature of General Contractor

\_\_\_\_\_  
Date

Susan Boyd

\_\_\_\_\_  
Printed Name of General Contractor

75-2629030

\_\_\_\_\_  
Federal Tax I. D. Number

PO BOX 9

\_\_\_\_\_  
Address (Street)

Bridgeport, TX 76426

\_\_\_\_\_  
Address (City, State, Zip)

Subcontractor's Affirmation

RHJ  
Signature of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Printed Name of Subcontractor

\_\_\_\_\_  
Federal Tax I. D. Number

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Address (City, State, Zip)

The General Contractor should retain the original. The Subcontractor should also retain a copy of the agreement. This form is not required to be filed with the Division, and may be provided to the insurance carrier.

Division Data Stamp Here



**\*\*\*URGENT\*\*\***  
**Request for Certificate of Insurance**

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To: \_\_\_\_\_

Insured: \_\_\_\_\_

Re: PLEASE PROVIDE A CERTIFICATE OF INSURANCE TO 4-B Trucking, Inc.

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Dear Insurance Agent,

I am requesting that you provide 4-B Trucking, Inc. a Certificate of Insurance per the underlined details below:

A. 4-B Trucking, Inc. requires proof of insurance coverage for AUTOMOTIVE LIABILITY

- Auto Liability of \$1,000,000 minimum coverage
- If the policy is only "scheduled autos" please provide a list of all vehicles and trailers that are covered under the policy.

B. Certificate must have:

- 1) Issue/Effective/Expire dates;
- 2) Policy numbers;
- 3) Notice of Cancellation of no more than 30 days.\
- 4) List 4-B Trucking as additional insured in regards to auto liability coverage.

D. Certificate Holder should be listed as:

**4-B Trucking, Inc.**  
**P.O. Box 9**  
**Bridgeport, TX 76426**

Call 4-B Trucking, Inc. directly at 1-940-535-7300 if you have any questions regarding the specific items mentioned above.

4-B Trucking, Inc. checks for the current A.M. best Ratings for insurance companies, and accepts only a A- or better rating.

PLEASE FAX the executed certificate to 4-B Trucking, Inc. At 1-940-535-7301.

Thank you!



## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

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; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) <b>4-B Trucking, Inc.</b> <b>PO BOX 9</b> <b>Bridgeport, TX 76426</b>
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

### 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 on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶
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### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## 4-B Trucking, Inc.

P.O. Box 9 - Bridgeport, Texas 76426

Office: (940) 535-7300 Fax: (940) 535-7301

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Dear Scale house,

This truck is working for 4-B Trucking, Inc. Please assign them truck

number \_\_\_\_\_. This number should be used whenever hauling  
under our dispatch. If there are any questions or concerns please feel free to contact our  
dispatchers at (940) 535-7300 x2308 or (940) 393-6360

Thank You,

4-B Trucking, Inc.



4-B  
Trucking, Inc.

PO BOX 9  
Bridgeport, TX 76426



Office: (940) 535-7300  
Fax: (940) 535-7301

- 
- ☐ - Copy made of Truck Registration(s)
  - ☐ - Copy made of Insurance Card
  - ☐ - Copy made of Operating Authority

Copy

- 
- ☐ - Completed agreement
  - ☐ - Completed TDI Independent Form
  - ☐ - Completed IRS W-9 Form

Verify

- 
- ☐ - Added to O/O Directory
    - Assigned Truck Number(s)

OneDrive

- 
- ☐ - Business Partner setup
  - ☐ - Insurance info entered into BP
  - ☐ - Truck(s) setup in Trucking Tab
    - Including VIN & Plate
    - Insurance exp setup in reminders
  - ☐ - Imaged into BP Record

AXON

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1<sup>st</sup> COI Request: \_\_\_\_\_

2<sup>ND</sup> COI Request: \_\_\_\_\_

3<sup>rd</sup> COI Request: \_\_\_\_\_

When completed file in Independent O/O File