



Alan Stone Co., Inc.

Excellence Through Performance Since 1960

DBE Certified OH, WV

To Whom This May Concern:

Because of insurance requirements, Alan Stone Company, Inc. needs to have an Independent Contractor's Agreement signed by both the contractor and Alan Stone Company, Inc.

Enclosed is a blank copy of the agreement for your review. If you are in agreement, please sign the contract and return it to our office. Once received we will also sign, and send you a copy of the signed agreement for your files. If you are not in agreement with the contract, please let us know so that we may remove your name from our hauling list.

Alan Stone Company, Inc. must also be listed as an additional insured on your insurance. A minimum of \$1,000,000.00 limit of liability will be requested. A copy of the signed agreement and certificate of insurance must be received in our office before you begin work.

Under Section IV, Compensation for Hauling, payment will be made as stated, as long as our office has received tickets and/or an invoice. Please keep that in mind and instruct your driver's that they must turn in their tickets to our supervisor for signature, and one copy is to be left with our supervisor. It would help if you were to invoice Alan Stone Company, but as long as we have a copy of the tickets, payment can be made.

If you have any questions, please feel free to call our office at the above number.

ALAN STONE COMPANY, INC.

Claudia Staley
President

Corporate Office

1324 Ellis Run Road Cutler, OH 45724
Phone (740) 448-1100 | Fax (740) 448-1112

Branch Office

5075 Williams Hwy. P.O. Box 186, Williamstown, WV 26187-0186
Phone (304) 375-6484 | Fax (304) 375-7541



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Hauling Agreement

THIS AGREEMENT (the "Agreement") is entered into between Alan Stone Co., Inc. an Ohio corporation with its principal place of business located at 5075 Williams Highway, Williamstown, WV 26187 (herein called "Company"), and _____ of _____ (hereinafter called "Contractor").

RECITALS

- A. Company is a general contractor emphasizing highway and bridge construction and desires to contract with Contractor to haul and deliver materials and equipment needed in Company's various operations.
- B. Contractor is the owner of one or more motor vehicles suitable for the transportation of such materials and/or equipment and desires to contract with Company for the hauling and delivery of such materials and/or equipment.
- C. Contractor represents that it is capable and experienced in the hauling and delivery of such materials and/or equipment.
- D. Contractor agrees to comply with all rules, ordinances, statutes, regulations, orders of decrees that may be issued under any state or federal statutes that are applicable to the execution or performances of this Agreement by Contractor, including (but not limited to) West Virginia and Ohio motor carrier safety rules and regulations, of whatever type and nature, which may apply to such hauling and delivery, as well as the Federal Motor Carrier Safety Regulations, where applicable.

In consideration of the premises and other good and valuable consideration, Company and Contractor mutually agree as follows:



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SECTION 1

Tender of Materials: Acceptance of Tender

- a. From time to time, Company will tender to Contractor loads of construction materials or equipment for hauling and delivery by Contractor, which arrangements shall be in the form of a phone call specifying the place to which, the person or party to whom such materials or equipment are to be delivered, and the compensation to be paid to Contractor. After the materials and/or equipment are loaded onto Contractor's vehicles, Contractor accepts full responsibility for their hauling and delivery, and in the event said load is not delivered as specified, then Company may charge to the account of Contractor the value of said load, and any damages incurred by Company by reason of any failure to deliver the materials and/or equipment as specified.
- b. On the tender of one or more loads by Company, Contractor shall be free to accept or reject the load or loads. In the event Contractor elects to accept for hauling any one or more loads tendered by Company, it is mutually agreed by and between the parties that the hauling and delivery of such load or loads as shall be accepted from Company by Contractor shall be performed under, and in accordance with, the terms and provisions of this Agreement.
- c. This Agreement shall not be construed to obligate or require Company to tender to Contractor any specified amount of materials or number of loads for hauling and delivery during any given period. The Agreement shall not be construed to obligate or require Contractor to accept any specified amount of material or number of loads during any given period. However, upon any such tender and acceptance, the terms and provisions of this Agreement shall govern the performance of such hauling and delivery.

SECTION II

Performance of Agreement

- a. Company agrees to designate to Contractor the place at which the motor vehicles of Contractor shall be loaded and to furnish all labor and equipment for the purpose of loading such motor vehicles, and further agrees to pay Contractor for delivering or hauling such load or loads in accordance with the provision for payment set forth in the agreement.



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SECTION III

Furnishing of Motor Vehicles

- a. Contractor agrees to furnish motor vehicles in good and safe operating condition, suitable for the hauling and delivery of materials tendered, and to furnish drivers who are qualified to operate Contractor's motor vehicles, together with all gasoline, oil, lubricants, tires and other accessories to such motor vehicles and to perform all repairs and maintenance. It is expressly understood and agreed that Company shall not be responsible or liable to Contractor for any of the expense or cost of operations, maintenance or repairs of such motor vehicles.
- b. It is expressly understood and agreed that Company shall have no control over the selection of drivers of Contractor's motor vehicles. The full cost and responsibility for recruiting, hiring, firing terminating and compensating employees and drivers of Contractor's motor vehicles shall be borne by Contractor.

SECTION IV

Compensation for Hauling

- a. Company will make payment to Contractor by check of the amount due with respect to delivered loads at the rate specified by the Company under Section I (a). Payment will be made on the Friday following the week in which the delivery was made.



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SECTION V

Relationship of Parties

- a. It is the express intent of each of the parties that the relationship created between them by this Agreement be contractual only, and that Contractor be an independent contractor retained by Company to provide the services called for herein.
- b. An employee or agent of Contractor shall never be deemed to be the employee or agent of the Company. Contractor shall have the sole right to hire and fire all drivers, and shall exercise all control, direction and supervision over them with respect to the physical details of the work to be performed and the manner in which the work is performed.
- c. Company shall not have the right to exercise any control, direction or supervision over the hauling and delivery of the materials and/or equipment except as the insistence on the ultimate completed timely delivery of the materials and/or equipment hauled and delivered by Contractor.
- d. Contractor further agrees not to allow drivers to transfer passengers of persons who are not employed by Contractor in connection with the operation of the motor vehicles onto property where Company is carrying on its operation.

SECTION VI

Indemnity and Provision of Insurance

- a. To the fullest extent permitted by law, unconditionally indemnify Company against and for all liability, costs, expenses, claims and damages, including cost of defense such as attorney fees and fees of expert witnesses, which Company may at any time suffer or incur, or become liable for by reason of any accidents, damages or injuries sustained either to the persons or property of and/or its agents and employees, or to any third-party, in Contractor under this Agreement that, to the fullest extent permitted by law, the indemnity obligations arising hereunder shall inure the benefit of Company regardless of whether the injury or damages sustained arose out of Company's sole or concurrent negligence or that of Company's agents and employees. It is also the express intent of the parties to this Agreement that the indemnity obligations hereunder shall apply to injury or damage sustained to any person, including the agents and employees of Company or agents or employees under and applicable worker's compensation act shall operate to defeat or circumvent the obligations of Contractor as referenced herein.



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b. Contractor further agrees to secure and maintain, during all times it is engaged in work under this Agreement, the following insurance:

1. Commercial General Liability Insurance, providing coverage for both damage to property and injury to persons, expressly insuring Contractor's indemnity obligations as referenced in paragraph "a" above, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and including coverage for losses falling within the "products-completed operations hazard."
2. Commercial Auto Insurance, providing coverage for both damage to property and injury to persons, expressly insuring Contractor's indemnity obligations referenced in paragraph "a" above, in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
3. Excess Insurance, providing coverage for both damage to property and injury to persons, over and above the coverage's provided in paragraphs "b(1)" and "b(2)," above, in an amount not less than One Million Dollars {\$1,000,000} each occurrence or accident and in the aggregate.
4. Workers' Compensation and Employers Liability with limits of at least Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident and Five Hundred Thousand Dollars {\$500,000) each employee for injury by disease.

Contractor agrees to name Company as an additional insured under each policy except Workers' Compensation, on a primary and non-contributory basis, without restriction as to fault or liability. Contractor agrees to furnish Company with Certificates of Insurance indentifying each carrier, evidencing Contractor's compliance with the obligations as set forth herein and which states that the coverage's afforded under the policies will not be canceled or terminated unless at least thirty (30) days' written notice is given the Company. Contractor further agrees that the insurance provided to Company as set forth herein shall not operate to preclude, circumvent or nullify any obligation assumed by it in paragraph "a" above to indemnify Company for loss or damage sustained to any person or property.



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SECTION VII

Taxes and License Fees

- a. Contractor agrees to make all deductions from payment to employees or agents of Contractor for all Social Security, Unemployment or other taxes and deductions. Contractor shall make and render, in Contractor's name, all applicable reports and payments of such sums so deducted as shall be required by any and all applicable federal and state laws.
- b. Contractor further agrees to report and pay any and all license and transportation or other privilege or performance under the terms of this Agreement.
- c. Contractor represents and warrants to Company that the motor vehicles used to haul loads under this Agreement are registered with the appropriate state and/or local authorities for the maximum weight permitted by law for said vehicles. Contractor will defend and hold harmless and indemnify Company from and against any damages suffered by or fines, levies or claims asserted against Company as a result of the failure of the Contractor to register said vehicles for the maximum weight permitted by law.

SECTION VIII

Term and termination

- a. This agreement shall be effective as of the date set forth below and shall continue until either party terminates this Agreement upon 30 days' written notice to the other.

SECTION IX

No Assignment

- a. Contractor shall not assign its rights or delegate its obligations under this Agreement.



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SECTION X

Execution of Agreement

- a. This Agreement shall be executed by both parties in duplicate; one copy shall be kept by Contractor and one copy shall be kept by Company.

This Agreement supersedes any and all prior negotiations, contractors and/or agreements between this parties hereto with respect to the matters pertaining to the services called for herein.

The parties have executed this Agreement at _____, State of _____
on this ____ day of _____ 20 ____.

Company:

Alan Stone Co., Inc.

BY: _____

Claudia Staley, *President/Owner*

Contractor:

BY: _____

ITS: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶
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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.