



Professional Driver Application for Employment

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With this application, please supply the following:

- current drivers abstract.
- current drivers CVOR.
- current criminal record search.

In compliance with federal and provincial equal employment opportunities laws, qualified applicants are considered for all positions without regard to race, colour, religion, sex, national origin, age, marital status, veteran status, non-job related disability or any other protected group status.

To be read and signed by the applicant:

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. Generally, inquiries regarding medical history will be made only if and after a conditional offer of employment has been extended. I hereby release employers, schools, health care providers and other persons from all liability in responding to inquiries and releasing information 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.

I understand that information I provide regarding current and/or previous employers may be used, and those employer(s) will be contacted, for the purpose of investigating my safety performance history as required by 49 CHR 391.23(d) and (e). I understand that I have the right to:

- review information provided by previous employers.
- have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employer.
- have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.

Signature: _____

Date: _____

Part 1 - Driver Application

Name: _____ Birthdate: _____

Position: _____ Email: _____

Home Tel: _____ Cell #: _____

Please list addresses for the past five years beginning with the most recent:

1. From - To (Dates): _____			
Address & Street	City	Province	Postal Code
2. From - To (Dates): _____			
Address & Street	City	Province	Postal Code
3. From - To (Dates): _____			
Address & Street	City	Province	Postal Code
4. From - To (Dates): _____			
Address & Street	City	Province	Postal Code
5. From - To (Dates): _____			
Address & Street	City	Province	Postal Code

Do you have the legal right to work in Canada? Yes No

Do you have the legal right to work in the United States? Yes No

Have you worked for us before? Yes No

Where/in what capacity? _____

Position: _____ From: _____ To: _____

Reason for Leaving: _____

Have you ever been bonded?

Yes

No

If Yes, what is the name of the bonding company? _____

Have you ever been convicted for a crime?

Yes

No

If Yes, please explain fully on a separate sheet of paper. Conviction of a crime is not an automatic bar to employment - all circumstances will be considered.

Is there any reason you might be unable to perform all the functions of the job for which you have applied?

Yes

No

If Yes, please explain on a separate sheet of paper.

Who do you wish us to contact in the event of an emergency?

Name: _____ Relationship: _____

Home Tel: _____ Cell #: _____

Accident Record for the Past 3 Years (Attach a separate sheet for more space. If none ,write none.)				
Date	Nature of Accident	Fatalities	Injuries	Hazardous Material Spilt

Traffic Convictions & Forfeitures for Past 3 Years - Excluding Parking Violations (Attach a separate sheet for more space. If none ,write none.)				
Date	Nature of Accident	Fatalities	Injuries	Hazardous Material Spilt

All driver applicants to drive in interstate commerce must provide the following information on all employers during the preceding 3 years starting with the most recent.

Please list complete mailing addresses.

Applicants to drive a commercial motor vehicle* in intrastate or interstate commerce shall also provide an additional 7 years information on those employers for whom the applicant operated such vehicle.

**Includes vehicles with a GVWR of 26,001 lbs. or more, vehicles designed to transport 16 or more passengers (including the driver), or any size vehicle used to transport hazardous materials in a quantity requiring placarding.*

Employer:		Dates	
Name:		From:	To:
Address:		Position:	
City:		Salary:	
Prov:	Postal Code:	Reason for Leaving	
Contact Person:			
Phone #:			
Employer:		Dates	
Name:		From:	To:
Address:		Position:	
City:		Salary:	
Prov:	Postal Code:	Reason for Leaving	
Contact Person:			
Phone #:			
Employer:		Dates	
Name:		From:	To:
Address:		Position:	
City:		Salary:	
Prov:	Postal Code:	Reason for Leaving	
Contact Person:			
Phone #:			

Attach a separate sheet if more space is needed.

Experience and Qualifications

Driver Licenses or Permits Held in the Past 3 Years	Province	License Number	Class	Endorsment(s)	Expiry

Have you ever been denied a license, permit or privilege to operate a motor vehicle?

Yes

No

Has any license, permit or privilege ever been suspended or revoked?

Yes

No

If the answer to either of the above questions is Yes, give details: _____

Class of Equipment	Type of Equipment (Van, Tank, Flat, Dump, Refer, Etc)	Dates		Approximate Number of Miles
		From	To	
Straight Truck				
Tractor and Semi-Trailer				
Tractor and Two Trailers				
Tractor and Three Trailers				
Motor Coach/School Bus				
Other				

Please list any special courses or training that will help you as a driver.

Have you been awarded with any safe driving awards? (If so, please list them and from whom.)

Please list any special equipment or technical materials you can work with.

What is the highest level of education completed? _____

Last School Attended: _____
Name City and Province

To be read and signed by the applicant:

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

Signature

Date

Printed Name

Part 2 - Driver Statement of On-Duty Hours

When hiring a new driver, the driver's on-duty hours for the previous 14 days MUST be recorded prior to allowing the driver to operate a vehicle.

**Note: photocopies of the driver's previous 14 days daily logs may be used in lieu of this form.*

Name: _____

Day	1	2	3	4	5	6	7
Date							
Hours On-Duty							

Day	8	9	10	11	12	13	14
Date							
Hours On-Duty							

Are you currently working for another company?

Yes

No

At any 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. I understand that once I become employed with this company, if I begin working for any additional employer(s) that I must inform this company of such employment.

Signature

Date

Printed Name

Part 3 - Driver Licence Requirements

The requirements in Part 383 of the Federal Motor Carrier Safety Regulations apply to every driver who operates in intraprovincial, interprovincial or foreign commerce, and operates a vehicle weighing 26,001 lbs. or more, can transport more than 15 people or transports hazardous material that require placarding.

The requirements in Part 391 of the Federal Motor Carrier Safety Regulations apply to every driver who operates in interprovincial commerce and operates a vehicle weighing 10,001 lbs. or more, can transport more than 15 people or transports hazardous materials that require placarding.

Parts 383 and 391 contain some requirements that you as a driver must comply with. They are as follows:

1. Possess only one license.

You, as a commercial vehicle driver, may not possess more than one motor vehicle operator's license.

2. Notification of license suspension, revocation or cancellation

Sections 391.15 (b) (2) and 383.33 of the Federal Motor Carrier Safety Regulation require that notify your employer by the NEXT BUSINESS DAY of any revocation or suspension of your driver's licence. In addition, Section 383.31 requires that any time you violate provincial or local traffic law (other than parking), you must report it within 30 days to your employing motor carrier. You also must inform the issuing province of your driver's licence if the violation occurs in a province or state other than the one which issued your licence. The notification to both the employer and province must be in writing.

I certify that the following license is the only one I possess.

Driver's License Number: _____

Province: _____ Expiry Date: _____

I certify that I have read and understood the above requirements.

Signature

Date

Printed Name

Part 4 - Fair Credit Reporting Act Disclosure Statement

In accordance with the provision of Section 604 (b) (2) (A) of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter 1, 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.

Signature

Date

Printed Name

Part 5 - Certification of Violations

Each motor carrier shall at least once every 12 months, require each driver it employs to prepare and furnish it with a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted, or on account which he/she has forfeited bond or collateral during the preceding 12 months (Section 391.27).

Each driver shall furnish the list as required by the motor carrier above, if the driver has not 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).

Name _____ Date of Employment _____

Home Terminal (City, Province) _____ Driver's License # _____ Expiry Date _____

I certify that the following is a true and complete list of traffic violations required to be listed for which I have been convicted or forfeited bond or collateral during the past 12 months.

If you have had no violations, check the following box: None

Date	Offense	Location	Vehicle Type

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

Part 6 - Previous Employer Information

Please read the below questions carefully before signing below.

I hereby authorize you to release the following information to Marnor Holdings Ltd. for the purpose of investigation as required by Section 391.23 of the Federal Motor Carrier Safety Regulations.

Signature

Date

To Be Completed by Marnor Holdings Ltd.

Name of Applicant: _____

Date of Birth: _____

Name of Company: _____

Date: _____

Address: _____

Mailed

Faxed

Emailed

Phone

To Be Completed by Previous Employer

Dear sir/madam, the above named individual has made application to this company for a position as an owner operator and states that he/she was employed by you as:

In accordance with Section 391.23, we are obligated to request the information below from all previous employers of the applicant that employed him/her to operate a commercial motor vehicle within the 3 years preceding (date of application). Please complete the information below and return to us within 30 days, as required by Section 391.23. You may return the information by telephone, fax or mail.

Marnor Holdings Ltd. PO Box 1059 Aldergrove, BC V4W 2V1	Phone: 604-857-8853 Fax: 604-857-8863
------------------------------------------------------------------	------------------------------------------

We appreciate your time in completing, in confidence, the information requested below.
Thank you for your courtesy.

Section 1: Driver Identification

The applicant named above was employed: Yes No

Employed as: _____ From: _____ To: _____

Was the driver involved in a safety-sensitive position subject to drug and alcohol testing? Yes No

If Yes, has the driver ever refused or tested positive in a controlled substance/alcohol test? Yes No

If Yes, please provide information about the incident on a separate sheet.

Section 2: Safety Performance History

Did he/she drive a motor vehicle for you? Yes No

If Yes, please specify what type: _____

Reason for leaving your employ: _____

Section 3: Accidents

Complete the following for any accidents included on your accident register that involved the applicant in the 3 years prior to the application date shown above.

Date	Location	# of Injuries	# of Fatalities	Hazmat Spill

Section 4: Confidential Report of Personal Reference *(Please check the appropriate column)*

Characteristics	Excellent	Good	Fair	Poor	Comments
Team Skills					
Initiative					
Safety Habits					
Driving Skill					
Attitude					
Loyalty					

Signature

Date

Printed Name

Position

Administrative Use Only

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

- meets minimum requirements for safe driving.
- is disqualified to drive a motor vehicle pursuant to Section 391.15.
- does not adequately meet safe driving performance.

Reviewed by:

Signature

Printed Name

Title

Date

Marnor Holdings Ltd

PO Box 1059, Aldergrove, BC V4W 2V1

Motor Carrier Name

Motor Carrier Address

Driver/Owner Operator Disciplinary Policy

To limit the number of log book violations, which include incorrect/falsified logs, late logs and hours of service violations, the following disciplinary steps will be enforced:

- 1) First Verbal Warning (Signed document recognizing disciplinary action.)
- 2) Second Verbal Warning (Signed document recognizing disciplinary action.)
- 3) First Written Warning (Signed document recognizing disciplinary action.)
- 4) Second Written Warning (Signed document recognizing disciplinary action.)
- 5) First Suspension – 3 Days
- 6) Second Suspension – 5 Days
- 7) Termination/Dismissal

For CVSE violations and unsafe driving tickets, there is a three strike policy. Drivers with repeated violations of this nature will receive one verbal warning, one written warning and one 5 day suspension followed by termination.

Owner/Operator (Print Name)

Company Official (Print Name)

Owner/Operator (Signature)

Company Official (Signature)

Date

Date

The Zero Tolerance Drug and Alcohol Policy (US Only)

The Company's operation has the potential to be hazardous to workers employing unsafe practices. Accordingly, the Company cannot tolerate lapses in any person's capability to function safely and productively. Substance use can produce such lapses, which may result in poor judgment, loss of vigilance and co-ordination, causing accidents, injuries and fatalities.

The British Columbia Work Safe regulation 8.30 reads:

"No employee shall enter, or remain, or be permitted to remain on the premises of any place of employment while his or her ability to work is so affected by alcohol drug or other substance as to endanger his or her health or safety of any other person."

To comply with this regulation, and to prevent injury, the Company will not allow any person to work, or remain on any portion of their worksites whenever there is reasonable cause to believe that the employee, owner operator,, or any other person has consumed alcohol, partaken in prohibited drugs or is improperly using any prescription or over the counter drug that affects motor skill proficiency.

The possession, or use of prohibited substances by any safety sensitive employee, or owner operator while on duty (including coffee and lunch breaks) and/or on Company premises, including mobile equipment, will be treated as a serious violation of this policy and cause for disciplinary action up to and including termination.

The Company is determined to co-operate with all law enforcement agencies as appropriate; any prohibited and/or illegal substances will be turned over to the police along with the facts of the incident.

Public trust obligations inherent as a motor carrier, and in recognition and co-operation with the Canadian government's Safe and Substance Free Transportation Policy, substance training is a condition of employment for safety sensitive positions, and the supervisors and managers of safety sensitive positions, under the following conditions:

- Pre-placement/pre-employment
- Periodic medical examinations
- Post-occurrence/accident
- For cause
- Follow up and rehabilitation monitoring

Those testing positive will be immediately removed from duty pending an investigation and ultimate resolution. The Company will assume that a verified positive is the result of culpable behaviour, and proper cause for administrative or disciplinary action up to, and including termination of employment.

Recognizing that verified positives could be an indication of substance abuse with persons at high risk of dependency, or addiction, and that such persons may have a treatable condition, those testing positive will have access to the Employee Assistance Program (EAP) process.

Employees and owner operators who have tested positive may receive a conditional return to work subject to mandatory individual assessment, random follow-up substance testing and recovery maintenance and monitoring agreement.

Prohibited substances include but are not limited to:

- marijuana/hashish
- cocaine
- amphetamines/methamphetamines
- alcohol
- opiates
- barbiturates
- narcotics
- stimulants/depressants
- designer drugs
- hallucinogens
- inhalants

The Company acknowledges the need for fairness in administration, technical accuracy and reliability, maintaining the dignity and integrity of the donor, confidentiality and due process in substance testing. Positive results will be subjected to a different method confirmatory test and be verified by a medical review officer.

Refusal to complete any testing can result in immediate suspension and/or termination.

Testing Procedures for Controlled Substances

Regulations require the testing for five drug types: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). All drug testing must be done from urine specimens collected under highly controlled conditions at a designated collection site. Every reasonable step will be taken to eliminate the possibility of tampering with the sample and accuracy of results.

Only laboratories certified by the Standards Council of Canada or American Department of Transportation (DOT) will be used for this service. The results of these tests will form a part of any employee review decisions and will be on file at the Company.

Specific guidelines are in place for specimen and sample collection. All collection personnel are trained professionals certified by the laboratory. As well as samples and specimens, information will be required from the driver. All details will be kept strictly confidential.

Testing Procedures for Alcohol

There are several collection methods. Primarily breath sample, but saliva and blood samples may also be required. These methods follow standard testing procedures that will form specific details and results, Trained personnel following specific guidelines perform testing.

Only laboratories certified by the Standards Council of Canada or US DOT will be used for this service. The results of these tests will form a part of any employee review decisions and will be on file at the Company.

Any questions of concerns about testing procedures should be directed to your dispatcher.

Refusal to Submit to Substance/Alcohol Testing

The Company is a registered US carrier and subject to all US DOT regulations.

The US Federal Motor Carrier Safety Regulations dictate that a driver cannot refuse to submit to a post-accident test, reasonable suspicion test, random selection test or follow up test. No motor carrier may permit a driver who refuses to submit to a required test to perform or continue to perform safety sensitive functions.

Refusal to submit to a drug or alcohol test means that the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation, after he or she has received notice of the requirement for breath testing.
- Fails to provide an adequate urine sample for controlled substances testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he or she has received notice of the requirement for urine testing.
- Engages in conduct that clearly obstructs the testing process.

Consequences of Engaging in Prohibited Conduct

A driver:

- cannot perform safety sensitive functions.
- will be immediately suspended.
- must attend a substance abuse interview.
- will be made aware of resources for solving alcohol and drug problems.
- must be evaluated by a substance abuse professional (SAP).
- must comply with any recommended treatments.
- must pass a return to duty test with a negative test result prior to performing safety sensitive functions for the Company.

The driver may also be subject to unannounced follow-up drug or alcohol tests for up to five years depending on the evaluation of the substance abuse professional.

Acknowledgement of Receipt

My signature below confirms that I have received a copy of The Zero Tolerance Drug and Alcohol Policy (the Policy).

1. I understand that I must abide by the terms of the Policy to ensure my safety, the safety of my fellow workers and the safety of the public. I further recognize that adherence to the Policy is critical to the maintenance of the Company's reputation.
2. I understand that as an employee of the Company, I may be required to take an alcohol/controlled substance test. I also understand that if I refuse to submit to such a test, that the Company is obligated to remove me from service and that I will be suspended or terminated subject to the circumstances of the incident.
3. I understand that this Policy may be changed from time to time with only notification being the posting of changes on the employee bulletin board.

4. I acknowledge and agree that if I engage in prohibited conduct that I will, as a condition of employment, and if I am requested to do so, execute a Last Chance Agreement and that I will abide by all of the terms and conditions set out therein. I understand and agree that I may refuse to execute the Last Chance Agreement but that doing so will have the same effect as tendering my immediate resignation.

Owner/Operator (Print Name)

Company Official (Print Name)

Owner/Operator (Signature)

Company Official (Signature)

Date

Date

Drug and Alcohol Testing Consent Form (US Only)

1. I understand that as a condition of employment and continued employment with the Company, I must consent to and be a part of drug and alcohol testing which is required by the US DOT.
2. I confirm and acknowledge that I have been informed that drug and alcohol testing includes pre-employment, post-accident, random, return to duty, follow up and reasonable suspicion tests as set out in the Zero Tolerance Drug and Alcohol Policy (the Policy) of which a true copy has been provided to me.
3. I confirm and acknowledge that any breach of the Policy by me may result in disciplinary action against me, up to and including termination.
4. I acknowledge that I cannot commence safety sensitive work for the Company until I have submitted a urine sample for testing and sample has been confirmed as negative for controlled substance.

Owner/Operator (Print Name)

Company Official (Print Name)

Owner/Operator (Signature)

Company Official (Signature)

Date

Date

Marnor Holdings Ltd. Contract

THIS AGREEMENT made the _____ day of _____ A.D. 20_____

BETWEEN: MARNOR HOLDINGS LTD. a body corporate with head office at Aldergrove in the province of British Columbia. (Hereinafter called, "the Company.")

AND: _____
(Hereinafter called, "the Lease Operator.")

INCONSIDERATION of the mutual covenants and promises contained herein both parties agree as follows:

1. The Lease Operator agrees:

a) To furnish to the company as and when required, the following equipment

Year _____ Make _____ Serial _____

Year _____ Make _____ Serial _____

(Described fully in Schedule "A" hereto) and as when required by the Company, at the full expense of the Lease Operator, experienced, licensed, and bondable drivers (including the Lease Operator) who will carry out their duties safely, courteously, and according to law. All drivers (Including the Lease Operator) must first be approved by the Company and/or the Company's Insurers prior to commencement of employment.

b) To supply the auxiliary equipment required by law and by the Company regulations, as described in Schedule "B" hereto.

c) To haul such goods or trailers to such destinations as the Company may direct.

d) To assist in the loading and unloading of cargo as necessary.

e) To ensure that proper care is taken of trailers and other equipment supplied by the Company. This equipment shall be returned to the Company in the same condition as when received, reasonable wear and tear accepted. The Lease Operator agrees to notify the Company immediately of any defects in the equipment supplied by the Company.

f) To comply with the applicable law and regulations in all jurisdictions in which operations pursuant to this Agreement are conducted. The Lease Operator also agrees to adhere to the Company's regulations concerning the operation of its own Company vehicles. Any violations are to be reported immediately to safety and compliance and your dispatch.

g) To have the tractor(s), described in Schedule "A" hereto, to display the Company's insignia on the doors at all times during the course of operations pursuant to this Agreement.

Initial _____

h) To assume responsibility for and pay, when due, all costs and expenses incident to the operation of the equipment incident to the operation of the equipment described in Schedule "A" hereto. The Company, on behalf of the Lease Operator, may pay for the costs and expenses for which the Lease Operator is liable hereunder and the Company shall be entitled to deduct any amounts so expended from monies otherwise owing to the Lease Operator. The Company will be entitled to an administration fee (as described in Schedule "C") on any such monies expended.

i) To refrain from incurring or attempting to incur any obligation on behalf of the Company. The Lease Operator has no authority to bind the credit or otherwise bind the Company without the specific written authority of the Company.

j) To the extent that the Company is not protected by insurance, to fully indemnify and save harmless the Company against all loss, claims, damages or costs whatsoever that may hereafter be brought against or suffered by the Company arising out of the negligence or willful misconduct of the Lease Operator or his drivers in operations pursuant to this Agreement, including scale and traffic violations.

k) To account for all monies received by the Lease Operator or any driver employed by him, in accordance with instructions given by the Company.

l) To refrain from providing any services with the equipment described in Schedule "A" hereto for any person, firm, or corporation other than the Company with or by means of any license or permit issued in the name of the Company or while the Company's insignia is affixed to the said equipment.

m) To promptly submit all bills of lading, fuel reports and other relevant documents following the completion of each trip. The Company may withhold remuneration payable to the Lease Operator for a particular trip until such time as all relevant documents for that trip, as required by law and by the Company's regulations, have been properly submitted.

n) To maintain and turn into the Company daily log sheets. The Lease Operator shall bear any fines or fees resulting from failure to comply with log sheet regulations.

o) To obtain and keep current as required by U.S. law, an I.C.C. medical card, and shall provide the Company with a copy of the medical examiner's certificate.

p) That all claims for cargo damage or delay in delivery caused by the Lease Operator and/or his employees shall be the responsibility of the Lease Operator.

q) To obtain and pay for himself any trip permits he requires until his cab cards are received for all jurisdictions.

r) The Lease Operator shall furnish the Company with a current and updated W.C.B. number. A letter of clearance from W.C.B. shall also be requested.

2. The Company Agrees:

a) To supply to the Lease Operator, for operations pursuant to this Agreement, such trailers as may be required in good, roadworthy condition.

Initial _____

b) To distribute available haulage amongst all Lease Operator shall not be required to haul any trailer supplied by the Company that is not in reasonably good, roadworthy condition.

c) To pay to the Lease Operator the remuneration specified in Schedule "C" hereto, less proper deductions, on the 30th day following each cut-off date, together with a statement showing the Lease Operator's remuneration and any deductions there from and less a holdback deposit with the Company in a total amount not to exceed \$5,000.00 as the Company may deem necessary.

d) To supply at the expense of the Company all Company insignia to be displayed by the Lease Operator while conducting operations pursuant to this agreement.

e) To apply for and obtain all licenses and operating authorities for the equipment described in Schedule "A" hereto.

f) That all claims for cargo damage or delay in delivery shall be the responsibility of the Company, subject to deductibles by the Lease Operator listed in Schedule "D". The Company may settle any claim with none or more third parties arising from personal injury, death, or damage to property of others made against the Company. The Lease Operator is responsible for occurrence of cargo damage or delay in delivery, the amount of the claim shall be apportioned between the parties.

g) To obtain on behalf of the Lease Operator, the insurance coverage described in Schedule "D" hereto from a reputable insurance company.

h) Upon termination, the Company may retain all licenses obtained in the name of the Company pursuant to this Agreement. Where such licenses are retained in the name of the Company, the Lease Operator will be credited with the refundable portion of the Canadian licenses retained, only when the credit is received by the Company.

i) To provide and pay for all motor carrier commission licenses requisite to permit to operation of said tractors and trailers of the Company's business in the province of British Columbia. Said licenses are to remain the sole property of the Company. In addition to the foregoing, and subject to separate agreement between the parties, the Company may provide such additional licenses and permits, as it deems advisable. Provided however the Lease Operator will not provide any services with the said tractor or trailer for any person, firm or corporation other than the Company under, with or by means of any license or permit provided to the Lease Operator by the Company.

3.

a) The Company shall prepare and remit all fuel tax reports as required on behalf of the Lease Operator. The lease Operator shall supply the Company with the necessary fuel report and fuel purchase receipts after each trip. Should the failure of the Lease Operator to do so, or any other action, or lack of any other action, cause assessments to be levied against the Company or the Lease Operator, the Company shall pay such assessments forthwith and be entitled to withhold such sums expended from monies otherwise owing to the Lease Operator by the Company.

Initial_____

b)

(I) The Company shall supply and pay for the insurance on Company owned trailers. The Lease Operator shall bear the cost of cargo insurance on a rate established by the Company on an individual basis. The Lease Operator shall bear the cost of trailer insurance on trailers owned by himself. The Lease Operator shall indemnify the Company in respect of loss and claims not covered by insurance, namely, cargo deductibles and trailer deductibles as may from time to time applied by the insurance policies in force at the time any claim may arise, as per Schedule "D".

(II) The Company, as agent or attorney, may settle any claim with anyone or more third parties arising from personal injury, death, or damage to property of others made against the Company, or Lease Operator, or both arising from or related to any act or failure to act of the Lease Operator in the performance of this contract. The Company shall have the right to deduct amounts disbursed in respect of any such settlement from monies otherwise owing to the Lease Operator. The Company shall not be liable to the Lease Operator in respect of any settlement that the Company negotiates on behalf of the Lease Operator so long as the Company acts in good faith.

(III) The Company shall insure the said tractor and trailer on behalf of the Company and the Lease Operator with a reputable insurance company with limits in respect of public liability and property damage in the sum of not less than \$10,000,000.00 inclusive and collision damage subject to deductibles as applicable to the policy in force at the time that any claim may arise. The Lease Operator shall bear the cost of the said tractor and trailer insurance at a rate established by the Company. At the request of the Lease Operator the Company shall supply proof of insurance coverage to the Lease Operator for any deficiency in coverage of insurance unless the Lease Operator shall first have objected in writing to the Company.

(IV) The Company shall advise the Lease Operator of any change in insurance coverage which may occur after the date of execution of this contract within ten (10) days of the date of such change.

4. The parties hereto mutually agree:

That Schedules "A" "B" "C" and "D" hereto may be amended in whole or in part at any time providing that all such amendments are circulated ten (10) days prior to the amendment.

a) That this Agreement shall continue in force for a period of not less than thirty (30) days from the date of this Agreement, subject to the rights of either party with respect to immediate termination as outlined in paragraph 4 (d) and 4 (e) herein.

b)

(I) That the Company will withhold a holdback deposit in a total amount not to exceed \$5,000.00. The Company will hold this amount as security for any indebtedness incurred by the Lease Operator in the name of the Company and for any equipment advances to the Lease Operator by the Company of late cargo claims.

Initial_____

(II) That, subject to paragraph 4 (g), the Company shall within a period of ninety (90) days following the month of termination of this Agreement, pay to the Lease Operator the balance of the holdback amount remaining after all allowable deductions have been made.

(III) That the provisions of this paragraph shall in no way relieve the Lease Operator of any liability to the Company pursuant to this Agreement in excess of the accumulated holdback amount under paragraph 4 (c) (I).

c) That either party may terminate this Agreement upon giving thirty (30) days notice in writing to the other party, provided however, that either party may terminate this Agreement immediately and without notice where either party fails to comply with any of the provisions of this Agreement and such failure continues for ten (10) days after notice to remedy the default has been given to the defaulting party.

d) That the company may terminate this Agreement immediately and without notice upon the occurrence of any of the following events:

(I) Where notice of garnishee proceedings is served upon the Company for collection of debts owed by the Lease Operator.

(II) Where the Lease Operator or any employee of the Lease Operator carries on or permits to be carried on or is convicted of carrying on any smuggling or other illegal operations with the equipment described in Schedule "A" hereto.

(III) Where the Lease Operator or his employees provide services with the equipment described in Schedule "A" here, to any person, firm, or corporation other than the broker while the Company's insignia is affixed thereto.

(IV) Where the Lease Operator, while engaged in operations pursuant to this Agreement, conducts himself in a manner that is unduly abusive or offensive towards the customers of the Company.

(V) Where the Lease Operator, while engaged in operations pursuant to this Agreement is found to be under the influence of alcohol or illegal drugs.

(VI) Where the Lease Operator had a major insurance loss either vehicular accident or cargo claim caused by the owner operators negligence.

e) That the termination of this Agreement pursuant to paragraphs 4 (d) or 4 (e) will have no effect upon the Company's obligations under paragraph 4 (c) (II) regarding repayment of the Lease Operator's holdback deposit and under paragraph 2 (c) regarding payment of remuneration owing to the Lease Operator. Furthermore, in the event of termination of this Agreement, Paragraphs 4 (g) and 4 (h) shall also remain in force.

f) That upon termination of this Agreement, the Lease Operator shall remove the insignia of the Company from all of the equipment described in Schedule "A" hereto and shall return all equipment provided by the Company, including motor carrier plate, pro-rates, decals and plates, and licensing book, to the point of domicile. The Company is required to pay any of the amounts owed to the Lease Operator under paragraphs 2 (c) that these conditions are satisfied.

Initial _____

g) That upon termination of this Agreement, the Company shall transfer the registration of the equipment described in Schedule "A" hereto back to the Lease Operator within a period of two (2) consecutive days (excluding Saturdays, Sundays and statutory holidays) from the date of the Lease Operator's compliance with the conditions in paragraph 4 (g).

h) That any notice or other communication from the Company contemplated by the provisions of this Agreement may be given by hand or by conspicuous posting on the premises. Any communication by the operator may be given by prepaid registered mail to the address of the Company as follows: 3243 – 264th Street, Aldergrove, B.C.

i) Upon leaving Marnor Holdings Ltd. the Lease Operator agrees that they are not to contract or approach Marnor Holdings Ltd. customers for any reasons including soliciting business.

j) That this Agreement supersedes any and all previous written or oral agreements made between the Company and the Lease Operator. The rights and obligations of the parties hereto shall commence upon the dating, and signing of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

MARNOR HOLDINGS LTD.

Per _____

Lease Operator

Per _____

Initial _____

Schedule "A"

Company Assigned

Unit # _____

Equipment

Unit Make: _____ Year: _____

Engine Make: _____

VIN Number: _____

Engine Brake: Yes No

Color: _____

Conventional or Cabover: _____

Sleeper: Yes No

Proof of Tax Paid B.C.: _____

Net Weight _____

Tire Size: (Steer) _____ (Drives) _____ Axle Spacing's: 1-2 _____ 2-3 _____

Wheel Base: _____

Initial _____

Schedule "B"

Required Accessories:

Equipment

- o Dunnage 4' x 4' x 8' (10 pieces)(not 3 ½ x 3 ½)
- o Fire Extinguisher (1)
- o Flares (2)
- o Tarps (2-24' x 30')
- o Load Protectors
- o Bungees (75)
- o First Aid Kit (1)
- o Reflectors (3)
- o Load Binders (6)
- o Headache Rack
- o Chains (8)
- o Straps (24)
- o Tape Measure
- o Tire Chains (enough for two axles)

PPE

- o Visibility Vest
- o Hard Hat
- o Steel toe boots
- o Port Pass (see Brenda)

Oversize Loads

- o Flares 18x18 Red/Orange (4)
- o Oversize load banners (2)
- o D sign required (Quebec)
- o Magnetic marker lights (2red/2orange)
- o Beacons (2 tractor/1 rear trailer)(Quebec)

If there are any deficiencies you have 10 days to comply.

Driver Signature: _____

INSPECTED FOR THE COMPANY

By: _____

Date: _____

Initial _____

Schedule "C"

All owner operators will be remunerated on the basis of 85% of the gross revenue generated from each load. The minimum charge on any LTL freight is \$50.00 per partial.

Payments will be made in both U.S. and Canadian funds as per currency paid on each load.

These payments are subject to deductions for advances, road taxes, insurance payments and deductible prorate and all other expenses incurred by the Lease Operator.

All advances and prepaid expenses for the expenses for the Lease Operator are subject to a 15% administration fee. Thirty (30) days termination notice is required in writing. Failure to do so will result in penalties. We reserve the right to deduct an amount equal to 15% of a three month average of your revenue.

Owner Operator/Driver Signature: _____

Owner Operator/Driver Printed Name: _____

Tractor Unit Number: _____

Initial _____

Schedule "D"

Load insurance will be secured by Marnor Holdings Ltd. at cost to the Lease Operator with a deposit and the balance to be paid monthly. Lease Operators are liable for all deductibles.

Insurance coverage for vehicles, described in paragraph 3 (b) (III) will be secured by Marnor Holdings Ltd. at a cost to the Lease Operators. The public liability coverage will be a minimum of \$10,000,000.00 coverage. All deductibles and costs shall be borne by the Lease Operator.

Initial_____

Insurance Tractor & Trailer Check list

Owned Vehicle

- Bill of Sale
- Tractor/trailer MVI (CVIP) Please note: Tractor inspections expire every 6 months. Please have your Tractor inspected every 6 months.
- Vehicle Registration

Vehicle Lease

- Signed Lease Agreement
- Schedule "A" of Lease Agreement
- Power of Attorney allowing lessee and / or agent to register and insure vehicle
- Tractor/trailer MVI (CVIP) Please note: Tractor inspections expire every 6 months. Please have your tractor inspected every 6 months.
- Vehicle Registration
- Owner of lessee information – Full name/address/phone number
- Completed VIN and Vehicle Description Confirmation – Prorate / Commercial Fleet Vehicles (ICBC)
- Owner Driver's License

Please Note:

Everything on this checklist must be submitted in order to get plated.

All these documents must be submitted to Steve Nicholson at:

Email: snicholson@mhltransport.com

PH: 604-857-8853 ex. 209

FX: ATTN STEVE 604-857-8863



VIN and Vehicle Description Confirmation – Prorate/Commercial Fleet Vehicles

This form is solely applicable to:

- vehicles located outside B.C., that are owned by a prorated account, operating under a prorated account or are in the process of being added to a prorated account; OR,
- commercial (type 2) vehicles located outside B.C., owned by a fleet account or in the process of being added to a fleet account.

Important: Any fee for form completion is solely the responsibility of the vehicle owner and ICBC assumes no responsibility for any fees or charges incurred by a vehicle owner.

To be completed by Broker

Broker Information

DATE (ddmm/yyyy)	BROKER NUMBER	BROKER AGENCY NAME	BROKER PHONE NUMBER	BROKER FAX NUMBER
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Vehicle Information

YEAR	MAKE	MODEL	BODY STYLE
VEHICLE IDENTIFICATION NUMBER		PLATE NUMBER	

Owner Information

NAME OF OWNER	FLEET NUMBER
ADDRESS	
CITY	PROVINCE

To be completed by Inspector

VIN and Vehicle Description Confirmation (Please select one of the following four options and complete any associated fields)

<input type="checkbox"/> At least two VINs were sighted and numbers exactly matched the documented VIN of the vehicle listed above. Please record the location on the vehicle where the VIN was sighted. _____ and _____	<input type="checkbox"/> Only one VIN could be located and sighted and the number exactly matches the documented VIN on the vehicle listed above. Please record the location on the vehicle where the VIN was sighted. _____
<input type="checkbox"/> At least one VIN does not match the documented VIN of the vehicle listed above. Please record all VINs and associated locations on the vehicle. _____ _____ _____	<input type="checkbox"/> No VIN number can be located on the vehicle.

Physical Damage (Please indicate any physical damage)

<input type="checkbox"/> Windshield	<input type="checkbox"/> Body Location _____	<input type="checkbox"/> None Visible
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Inspection completed by (check ONE only)

<input type="checkbox"/> Vehicle Registry/ Licensing Agent	<input type="checkbox"/> Police Service	<input type="checkbox"/> Licensed Vehicle Weigh Scale	<input type="checkbox"/> Licensed Vehicle Inspection Facility	<input type="checkbox"/> Commissioner for Taking Oaths
NAME AND ADDRESS OF FACILITY COMPLETING THE VIN INSPECTION				
INSPECTION FACILITY NUMBER (where applicable)		INSPECTOR NUMBER OR POLICE BADGE NUMBER (where applicable)		

Certification

I certify that I have physically inspected this vehicle and, to the best of my knowledge, the Vehicle Identification Number and description shown accurately describes the vehicle. There was no indication that the Vehicle Identification Number plate has been altered.

DATE	Signature of Person Completing Inspection	Name (Print)
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