

12-31-18

To Whom it may concern,

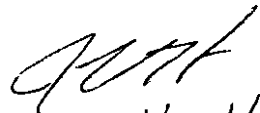
I Jamie VanHorn signed myself and my unit on with a carrier on 2-9-18 placing VanHorn Trucking LLC on Hold. VanHorn Trucking LLC has not operated under my own authority since and as presently still leased to the same carrier.

The insurance was not dropped right away to cover anything like this.

The dispute was mailed in along with a copy of the lease as proof.

Here is another copy of my lease with Myers Trucking Inc.

File #
8920434
Docket #
C-2018-3000801


Jamie VanHorn
owner/President
VanHorn Trucking LLC

(over)

Trooper Schnieder with the PSP
That did my entire Audit was
made aware of this. His statement
was "if I change you to inactive
then there was no sense in me being
here today so I will leave it active
and do the audit anyway, but you
should be fine cancelling the insurance"

SECRETARY'S BUREAU
PA RUC

2019 JAN -2 AM 10:52

RECEIVED

P.O. Box 170
Mt. Jewett, PA 16740
(814) 778-5795

RECEIVED

2019 JAN -2 AM 10: 52

PA PUC
SECRETARY'S BUREAU

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into on this 9th day of February, 2018 by and between MYERS TRUCKING, INC., of P.O. Box 170, Mt. Jewett, PA 16740, referred to hereinafter as "Carrier",

A N D

The following named individual, referred to hereinafter as "Contractor";

Name:
Jamie A. VanHorn

Address:
5976 Gardeau Road

Van Horn Trucking LLC

Port Allegany, PA 16743

WITNESSETH:

WHEREAS, Carrier is engaged in the transportation business, conducting operations pursuant to the operating authority issued to it by the Interstate Commerce Commission in Docket No. MC-242089 and Pennsylvania Utilities Commission in Docket No. A_00111218, and US DOT 431599 Federal ID # 25-1728339

WHEREAS, Carrier seeks to augment its fleet of equipment by entering into this contract with individuals who own certain specified motor equipment and drive such equipment themselves, or furnish employee drivers of their own to drive the said motor vehicle equipment, and

WHEREAS, Contractor wishes to enter into this agreement with Carrier so as to furnish motor vehicle equipment and drivers in accordance with the terms set forth herein, and

WHEREAS, the parties recognize that the trucking industry is heavily regulated by the federal and state governments, and as a result it is necessary for this contract between them to provide for extensive detail on a variety of different topics;

NOW THEREFORE, in furtherance of their mutual covenants set forth hereinafter, and with the intention of being legally bound, the parties hereunto agree as follows:

MYERS TRUCKING, INC

P.O. Box 170
Mt. Jewett, PA 16740
(814) 778-5795

(1) This contract pertains to the following motor vehicle equipment:

Tractor:

| Serial # | Year | Make | License # | Unit # |
|--------------------------|-------------|----------------------|----------------|------------|
| <u>3HSCXAPR5FN697191</u> | <u>2015</u> | <u>International</u> | <u>AG15980</u> | <u>501</u> |

Trailer:

| Serial # | Year | Make | License # | Unit # |
|--------------------------|-------------|-----------------------|----------------|------------|
| <u>5UJFC4824GW002851</u> | <u>2016</u> | <u>Direct Trailer</u> | <u>XKV5409</u> | <u>424</u> |

(2) Contractor hereby covenants that he is the owner or leaser of the equipment described in paragraph (1) above, and that he is authorized to enter into this agreement.

(3) The essence of this agreement between the parties is one of the hiring of an independent contractor for the purpose of transporting shipment that Carrier tenders to the said independent contractor to be hauled under the auspices of Carrier. Carrier will exercise the degree of oversight that is necessary for subcontract handling, but in all other respects that method and means of operation are at the discretion of Contractor, when hauling freight for Carrier.

(4) As an independent contractor, Contractor recognizes that he does not have unemployment benefits or workers, compensation benefits, and that he must withhold his own state and federal taxes as a self-employed individual.

(5) As an independent contractor, it is agreed that Contractor shall have the following rights when hauling freight tendered to him by Carrier:

(a) The exclusive right to determine how particular loads will be delivered, subject to the necessity to meet pickup and deliver timetables.

(b) The right to select the routes that will be utilized.

(c) The right to turn down loads which Contractor does not wish to handle.

(d) The right to utilize any qualified driver to operate equipment which is the subject of this agreement, provided that such driver must satisfy all of the safety requirements promulgated by the United States Department of Transportation, the Interstate Commerce Commission, with the understand that Carrie shall have the sole right to determine whither the safety regulations have been satisfied.

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(e) The right to contract with other companies on a trip lease basis to provide transportation services after each individual load is delivered for Carrier.

(f) The right to use substitute equipment for that which is identified in part (1) of this agreement, so as to provide the services outlined herein, with the understanding that all appropriate documentation must be signed in order to cause such substitution of equipment to be effective.

(g) The right to determine the hours that he will work pursuant to furnishing services under this agreement, provided that Contractor recognizes the need to comply with the pickup and delivery times which are specified by a consignor or consignee that is being served.

(6) Contractor shall render services under this agreement so as to comply with the following requirements:

(a) Contractor shall comply at all times with all pertinent regulatory requirements promulgated by the Interstate Commerce Commission the Federal Department of Transportation, and any and all other governmental agencies of any variety having jurisdiction over any portion of the operation of Carrier.

(b) Contractor shall pay for all expenses associated with the operations of his equipment, including but not limited to the following items: fuel, maintenance, empty miles, tolls, overweight fines, safety fines, Federal Highway Tax, licenses, and all other incidental expenses associated with furnishing trucking services as an independent contractor.

85% Owned Flatbed

73% Company Pneumatic Sand Trailer

(7) Contractor shall be paid at ____% of the revenue received from transportation services which he hauls on a subcontractor basis under this agreement. Carrier shall pay Contractor on a on (1) week delay basis, whereby Contractor shall receive payments for shipments transported the prior week, concluding each Saturday, provide that all required paperwork, consisting of log book entries, delivery receipts, and any other pertinent documents applicable to a particular shipment are furnished to Carrier no later than the Monday following the conclusion of the prior week. Carrier's obligation to make payment to Contractor for services rendered is contingent upon Carrier first receiving payment form the shipper that is served and if Carrier for any reason does not receive payment, he shall not be obligated to pay Contractor for int individual loads for which payment was not received.

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(8) With respect to the money to be paid to Contractor, it is acknowledged that payment will be due only when the load which has been tendered to Contractor is properly delivered. To the extent that mechanical failure, an inherent vice in the commodity being transported, or an Act of God or other similar unanticipated event should occur, Contractor assumes the full risk of such circumstance, and will receive no payment if the particular shipment which Carrier has tendered to him is not delivered.

(9) To the extent that Carrier should extend an advance payment to Contractor, it is agreed that his sum shall be deducted from the total payment due to Contractor for handling the particular load, and this arrangement shall in no way alter Contractor's status as an independent contractor.

(10) If there should be an accident, the Contractor shall promptly inform Carrier of the accident and take all steps necessary to insure that the details of the accident are properly disclosed and full cooperation is extended to enforcement and investigatory personnel examining the causation of such accident.

(11) Collision and comprehensive insurance coverage for the vehicles identified in part (1) of this agreement shall be the sole responsibility of Contractor.

(12) Carrier shall be responsible for paying all road taxes for operations conducted pursuant to this agreement, except noted in appendix A.

(13) It is agreed that the Contractor shall comply with the pertinent state fuel tax requirements by purchasing a proportionate amount of fuel in each of the states in or through which he operates, and shall present appropriate receipts to this effect to Carrier. To the extent that Contractor fails to comply with this requirement, then Carriers shall be entitled to deduct sufficient funds that would otherwise be due to Contractor, in order to pay the tax deficiency.

(14) Contractor agreed he will indemnify carrier through deduction or payment for any and all pilferage, spoilage, shortage, loss, or damage to cargo, claims or causes of action, or for fines resulting from violation of any applicable Fedre, state, or municipal law or regulations which occur as a result of the negligence of alleged negligence of Contractor, his agents, servants or employees, provided that Carrier furnishes to Contractor, before any such deductions are made, a written explanation and itemization of the deduction computed.

(15) It is understood that the Carrier shall have no obligation to furnish any specific number of loads to Contractor on a regular basis, but to the extent it is reasonably

possible for Carrier to do so, it will utilize Contractor's services and give as much advance notice as possible of the dates when transportation services will be required from Contractor.

(16) Upon termination of this agreement between the parties, it shall be the duties of Contractor to return to Carrier at its headquarters all placards and copies of this lease and or lease certification that had been in effect between the parties. Until all placards and lease and lease certifications are returned by Contractor to Carrier, Carrier shall be entitled to withhold the final payment which would otherwise be made to Contractor for services rendered unto the terms of this agreement.

(17) If any questions or controversy should arise concerning the interpretation of the terms of this agreement, it is agreed that the laws of the Commonwealth of Pennsylvania be applied.

(18) This agreement constitutes the entire understanding between the parties and there are no covenants, condition, representations, or agreement, either written or oral, or any nature whatsoever, other than those herein contained.

(19) Duplicate originals of this agreement are being signed by parties, with each retaining of the originals.

(20) An appropriate certification, attached hereto as Appendix A, shall be kept in the glove department of the motor vehicle equipment subject to this agreement, specifying that the contract may be reviewed and examined at the Carriers, principal place of business.

(21) This agreement shall last for thirty (30) days from the date entered on page 1. It is understood, however, that failure to comply with the terms of this agreement by either party shall be grounds for immediate termination of this agreement. The term of this agreement shall be self renewing every thirty (30) day unless either arty give notice to terminate this agreement seven (7) days before the renewal date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below:

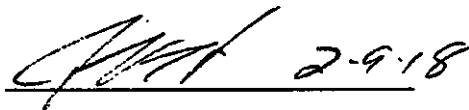
CARRIER:

MYERS TRUCKING, INC
P. O. BOX 170
MT. JEWETT, PA 16740

BY: 

CONTRACTOR:

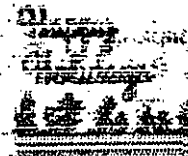
Jamie A Vanhorn
Van Horn Trucking LLC
5976 Gardeau Road
Port Allegany, PA 16743

 2-9-18

Van Horn Trucking LLC
5974 Garden Rd
Port Allegany PA, 16743

ROCHESTER NY PA

26 DEC 2015 PM 14



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
400 North St
Harrisburg PA, 17120

17120-007999

