

**LWD, INC. OWNER OPERATOR CONSORTIUM
AGREEMENT 2010 CALENDAR YEAR**

I agree to enter into an agreement between **LWD, INC. Corporation**, a Drug and Alcohol Testing Program designed for Independent Owner/Operators (hereinafter referred to as “**LWD, INC.**”) and I as an Independent Owner/Operator whose name and signature appear at the bottom of this agreement (hereinafter referred to as “Owner/Operator”).

This agreement is made with reference to the following:

- A. Owner/Operator desires to join **LWD, INC.** Owner/Operator Consortium (hereinafter referred to as “Consortium”), a Drug and Alcohol Testing Program that is in compliance with the requirements of the Code of Federal Regulations, Title 49, Part 382 as promulgated by the United States Department of Transportation (hereinafter referred to as “D.O.T.”).
- B. Owner/Operator desires to retain **LWD, INC.** to administer its drug and alcohol testing program for compliance in calendar year 2010.
- C. The term “Independent Owner/Operator” for purposes of this agreement means a person with a commercial driver’s license who owns a vehicle with a gross vehicle weight rating above 26,001 pounds, is the driver of that vehicle and operates under his/her own authority.

IN CONSIDERATION OF the mutual obligations hereunder, the parties agree as follows:

Section 1 LWD, INC.’S Obligations:

Random Drug/Alcohol Testing:

- (a) Maintain an exclusive random testing pool for D.O.T. regulated employees.
- (b) Manage a random selection and notification program consistent with D.O.T. testing requirements.
- (c) Contract with a clinical laboratory approved by the Department of Health and Human Services and certified by SAMHSA.
- (d) Provide a network of collection/testing facilities that follow D.O.T. guidelines.
- (e) Maintain records demonstrating Owner/Operator’s participation in Consortium and to provide Owner/Operator with these records within forty-eight (48) hours of Owner/Operator request.
- (f) Submit blind specimens for testing as required by D.O.T. Regulations.
- (g) Contract with a Medical Review Officer (MRO).
- (h) **LWD, INC.** will prepare and distribute to all Consortium participants an annual statistical report as required by D.O.T. and CHP/BIT Inspection Compliance.
- (i) Upon receipt of a duly executed consent form by the Owner/Operator, **LWD, INC.** will release drug and alcohol testing history in accordance with D.O.T. Regulations. Information requested could include verification of participation in the Consortium, D.O.T. test results within the last two years and current enrollment status.

Section 2 Owner/Operator’s Obligations:

Notification of Selection for a Random Test:

- (a) Owner/Operator agrees to notify **LWD, INC.** immediately of any changes in his address, telephone number(s) (home, pager and/or mobile), driver’s license status, etc.
- (b) Owner/Operator accepts full responsibility for participating in Consortium in a manner which is compliant with the Code of Federal Regulations, Title 49, Part 382.
- (c) Upon selection for random testing the Owner/Operator agrees to proceed immediately to the collection/testing facility.
- (d) The Owner/Operator agrees to document the reason(s) leading to his/her failure to comply with a request for a random test. Failure to do so may result in termination from the Consortium.
- (e) Sign a consent release form permitting **LWD, INC.** to release information regarding his/her enrollment status in the Consortium.

- (f) The Owner/Operator agrees to notify **LWD, INC.** immediately and remove himself from the Consortium upon notification from a Medical Review Officer (MRO) that he/she tested positive on a D.O.T. drug test.
- (g) The Owner/Operator agrees to notify **LWD, INC.** and remove himself from the Consortium upon notification from a Breath Alcohol Technician (BAT) or Saliva Alcohol Technician that his D.O.T. confirmation test result has an alcohol concentration of 0.04 or greater.

Section 3 Fees for Services:

- (a) For the performance by **LWD, INC.** of its obligations listed in 1(a) through 1(g), Owner/Operator shall pay **LWD, INC.** the enrollment fee of \$150.00. The fee entitles the Owner/Operator to participate in the Consortium for the calendar year paid.
- (b) A refund of the fee less \$25.00 will be made if requested by the Owner/Operator in writing within the first thirty (30) days from his enrollment date.
- (c) **LWD, INC.'S** annual fee covers all the random tests the Owner/Operator will be subject to during the calendar year. The Owner/Operator shall pay **LWD, INC** \$55.00 for all other Non-Random Drug Tests and \$40.00 for Non-Random Breath Alcohol Tests.
- (d) Should Owner/Operator arrange for testing using entities not affiliated with **LWD, INC.** to conduct testing other than **LWD, INC.'S** random drug and alcohol testing as may be the case in post accident testing, it is the obligation of the Owner/Operator to pay the cost of such testing and collection.
- (e) Promptly pay all invoices.

Section 4 Indemnification Obligations of Owner/Operator:

Owner/Operator shall hold harmless **LWD, INC.** and any certified laboratory or medical review officer providing services to Owner/Operator pursuant to this Agreement, from any claim, loss, liability, damage, detriment or obligation arising from any matter other than their willful misconduct or gross negligence.

Section 5 Relationships of the Parties:

LWD, INC. is an independent contractor and this Agreement does not create a relationship of general agent, servant, employee, partnership, joint venture or association. Owner/Operator hereby names **LWD, INC.** its Agent in fact for the limited purpose of performing the duties necessary or convenient in carrying out **LWD, INC.'S** obligations under this Agreement.

Section 6 Miscellaneous Provisions:

- (a) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.
- (b) This Agreement shall be governed in all respects by California law, except to the extent specifically pre-empted by the D.O.T. Regulations

I hereby agree to the above Agreement and further acknowledge that I must participate with every aspect of this Agreement, and do recognize that **LWD, INC.** has the right to terminate my enrollment as a participant should I fail to abide by the terms set forth in this Agreement.

Signature of Owner/Operator

Date

Address

City

State

Zip

Phone Number

LWD, INC. Consortium

A Drug & Alcohol Testing Program

Designed for Independent Owner/Operators

15705 Arrow Hwy., Suite 6 B.

Irwindale, CA 91706

Phone: (626) 813-1086

by _____

Will Bond

Title: President

Date: _____

**LWD, INC OWNER/OPERATOR CONSORTIUM
ENROLLMENT FORM FOR DOT DRUG & ALCOHOL TESTING PROGRAM
(Confidential File)**

I. Personal Information (Please Print)

Owner/Operator _____
(First) (Middle) (Last)

Street Address _____

City, State, Zip _____

Social Security Number ____ - ____ - ____ Commercial Drivers License _____

Home Phone _____ Pager _____ Mobile _____

E-Mail Address: _____

Do you work or park your commercial vehicle in the Irwindale area? Yes _____ No _____

Signature: _____ Date: _____

COMPLETE THE FOLLOWING SECTION IF YOU USE A BROKER OR SUBHAUL FOR ONE PARTICULAR COMPANY:

**DRUG & ALCOHOL CONSORTIUM
RELEASE OF INFORMATION**

I, _____ with _____
Owner/Operator Name Broker or Name of Trucking Company Who Assigns Work

Agree to allow the broker or company which "Assigns" the operation of my vehicle, access to my drug and alcohol consortium information * and provide/release information as required by law or broker/company requirements

Owner/Operator Signature

Broker or Company Which Assigns Vehicle:

Name of Person to Contact at Broker or Company: _____
Print Name

Mailing Address: _____ City: _____ Zip: _____

Phone: _____ Fax : _____

Consortium will provide the following information:

*Notifications of: 1. Participation in Consortia 2. Non-Compliance – Failure to Test & Positive Results
3. Re-Compliance 4. Termination of Service

**LWD
Inc.**



DATIA Approved

Consortium New Enrollment and Renewal Payment Form

(Please Print Or Type Information)

Check One: New Enrollment Annual Renewal
Consortium to Join: Owner Operator Independent Employer Employer
Company Name: _____
Designated Representative: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

PAYMENT METHOD

CHECK Check # _____ Full Amount: \$ _____ See Agreement
For Fee Amount
 VISA / MC Card # _____ Exp. Date: _____ CCV2*: _____
Name on card: _____ Signature: _____

*CCV2 is the 3 digit number on the back of your credit card and is required for all credit card transactions.

By signing below, I understand and agree to the terms and conditions of the LWD Consortium. I also understand that the fees paid above to join the Consortium are only for the enrollment or renewal of membership. Other testing fees as listed in the Consortium Agreement may be applicable.

Signature: _____ Date: _____

Complete application and mail or fax to:

LWD, Inc.
15705 Arrow Highway, Suite 6B
Irwindale, CA 91706
(626) 813-1086; Fax (626) 813-1088

OFFICE USE ONLY

RECEIVED: _____

ACCOUNTING: _____

APPROVED: _____

CERTIFICATE: _____