

AGREEMENT

Please read this Agreement and sign below, if you understand and agree to its terms. If you have any questions or need any explanation, please ask now.

It is agreed and understood that any misrepresentation of information shall be considered an act of dishonesty.

I understand that the information in this application will be used and that past or present employers will be contacted for purposes of investigation as required by the Federal Department of Transportation Regulations.

You are hereby notified of your due process rights as specified in 391.23i(1) of the Federal Motor Carrier Safety Regulations. 1: The right to review information provided by previous employers; 2: The right to have errors in the information corrected by the previous employer and for that previous employer to re-send the corrected information to the prospective employer; 3: The right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and the driver cannot agree on the accuracy of the information.

It is agreed and understood that Garner Trucking, Inc. (GTI) or its Agents may investigate my background to ascertain any and all information of concern to my record, whether that information is of record or not, and I release all former employers, driving schools, and persons named in the employment record section of this document from all liability for any damage caused by the release of such information

I further understand that as a result of making this application for employment my criminal record may be examined by GTI or its Agents, I hereby authorize GTI or its designated Agents to make any lawful examination of my criminal record.

I understand that at any time in the future, whether actively employed by GTI or not, that upon the request of any party or any surety, GTI may furnish reports and information relative to my record and service with GTI. I agree that this information may be furnished without liability or damages on behalf of GTI.

As part of the pre-employment process, a medical examination, including drug testing, will be required after a conditional offer of employment. I further agree to provide access to previous medical records if required.

I understand and agree that the DOT physical examination shall include substance screening.

I understand and agree that GTI reserves the right to use substance tests 1) at random, 2) for reasonable cause, 3) after any accident.

I agree to furnish any additional information and complete any examinations that may be required to complete my employment application.

Withholding, omitting or falsifying any information used in the consideration of my application may result in the rejection of my application or the termination of my employment.

I understand that during the term of my at-will employment, I will comply with the guidelines set forth in GTI policies, rules, regulations and procedures, which shall be amended from time to time. I also agree that my at-will employment and compensation can be terminated with or without cause and without notice or liability whatsoever, at any time, at the option of either GTI or myself.

I understand and agree that this application for employment in no way obligates GTI to employ me.

I consent to the procurement of any consumer reports, including reports from DAC Services, Inc., deemed necessary by GTI or its subsidiaries in their consideration of my employment.

This application was completed by me, and all entries on it and the information that I have provided in the application are true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials submitted to GTI or during my interviews (pre- and post-offers of employment) may result in denial of employment or discharge.

I have read and I understand all of this Agreement.

Printed Name

Social Security Number

Signature

Date