

**OWNER OPERATOR
WORKERS' COMPENSATION NOTIFICATION**

The undersigned applicant acknowledges and agrees to the following terms of the Company's Workers' Compensation corporate policy:

1. The applicant is not a company employee that is covered by the Alabama Workers' Compensation Act. However, the applicant has chosen to obtain workers' compensation coverage through the company's enrollment in the ATA Workers' Compensation Fund. **The amount charged for the Workers' Compensation coverage will be calculated using a wage base of \$550.00 per week (\$28,600 per year). In the event of a compensable on the job injury, benefit amounts will be calculated using a wage base of \$550.00 per week (\$28,600 per year).**
2. The scope of applicant's workers' compensation coverage and the benefits payable under the coverage will be determined using the Alabama Workers' Compensation Act.
3. The undersigned acknowledges that the work to be performed will require regular travel in the State of Alabama, as well as in other states. The undersigned acknowledges that the lease contract is/was entered into in Alabama, and that the work to be performed will be principally localized in Alabama for the purposes of Workers' Compensation, and the undersigned agrees to accept Alabama Workers' Compensation benefits to be paid under the Alabama Workers' Compensation Act, and further agrees that the jurisdiction of the claim will be in Alabama State courts.
4. All claims will be subject to immediate drug testing. The Code of Alabama, Section 25-5-51 provides that, **"no compensation shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above after the accident after being warned in writing by the employer that such refusal would forfeit the employees right to recover benefits under this chapter."** The undersigned acknowledges that he has been informed of the above, and accepts this condition as a condition of his workers' compensation coverage.

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5. All claims will be examined under the Alabama Workers' Compensation Fraud Act, which provides for up to ten (10) years felony imprisonment for fraudulent claims.
6. The undersigned agrees that he or she will not make any misrepresentations as to his or her physical condition and/or ability to fulfill the duties of the job on any post job offer medical questionnaire. Further, the Code of Alabama, Section 25-5-51 provides, "**MISREPRESENTATIONS AS TO PRE-EXISTING PHYSICAL OR MENTAL CONDITIONS MAY VOID YOUR WORKERS' COMPENSATION BENEFITS.**" The undersigned agrees that the above is also a condition of the applicant's workers compensation coverage.
7. All claims and questions regarding Workers' Compensation shall be directed to the Workers' Compensation Administrator.
8. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

Print Name

Company Representative

Applicant's Signature

Date

Return to Human Resources within twenty-four (24) hours of hire.