

NEED TO HAVE: REGISTRATION, DRIVERS LICENSE, MEDICAL CERTIFICATE, DOT CARD, WORKERS COMP CERTIFICATE, AIR RESOURCE BOARD CERTIFICATE, MOTOR CARRIER PERMIT, INSURANCE POLICY FORM

TRUCKING BUSINESS NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TAXPAYER ID# OR SOCIAL SECURITY #: _____

TELEPHONE #: _____ CELL #: _____ FAX #: _____

INSURANCE CARRIER: _____ EXP. DATE: _____

DIRECT DEPOSIT: YES _____ NO _____

MAKE CHECKS PAYABLE TO: _____

<u>TRUCK NUMBER</u>	<u>TRUCK MAKE</u>	<u>LICENSE #</u>	<u>TARE WT.</u>	<u>10-W/SEMI</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EMAIL:

DANELL CUSTOM HARVESTING LLC

8265 HANFORD - ARMONA ROAD
HANFORD, CALIFORNIA 93230

(559) 582-1251 • FAX (559) 584-2851

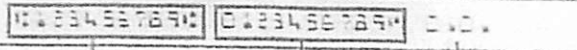
Voluntary Direct Deposit Information

Account Information

If you haven't previously provided a Voided Check, to the Checking Account where you would like your payments to be deposited, attach one to this page.

*Please make sure that the Routing & Account Numbers are clearly visible, along with your name and/or your company name.

For Direct Deposit and Automatic Payment
through Checking

SAMPLE CHECK		0101
_____ \$ _____		
		

Routing Number Account Number Check Number

I hereby authorize Danell Custom Harvesting, LLC to electronically transfer funds directly into the account detailed above, by means of 'Direct Deposit' for payment of services.

Signature _____

Date _____

AGREEMENT

This agreement is between Danell Custom Harvesting LLC, herein referred to as the First Party; _____, Independent Hired Truck and the below named driver(s); herein referred to as the Second Party; and Valley Industrial & Family Medical Group, the Drug Testing Facility, herein referred to as the Third Party.

All the above parties agree to the following:

1. The annual Drug Testing is a requirement by the Department of Transportation (D.O.T.) as prevention for drug use and alcohol misuse for the commercial transportation industries.
2. The Second Party is required to submit to an Annual Drug & Alcohol testing which will be done by the Third Party. This includes Owner-Operator and/or Second Party employee drivers.
3. When any driver for the Second Party tests positive to either Drug or Alcohol testing, the Third Party agrees to also notify the First Party of that test result.
4. The first Party will take necessary measures to keep such results confidential and in a restricted area.

THIS AGREEMENT WILL REMAIN IN FORCE UNLESS WRITTEN NOTICE IS GIVEN TO ALL PARTIES.

**DANELL CUSTOM HARVESTING LLC
(FIRST PARTY)**

DATE

**OWNER
(SECOND PARTY)**

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

**VALLEY INDUSTRIAL
(THIRD PARTY)**

DATE

**DANELL CUSTOM HARVESTING LLC
8265 HANFORD-ARMONA ROAD
HANFORD, CA 93230**

SEXUAL HARASSMENT POLICY

A. Policy of No Sexual Harassment

It is the policy of Danell Custom Harvesting LLC that there shall be no harassment of any employee on account of an employee's sex. Danell Custom Harvesting LLC will not tolerate sexual harassment of its employees by anyone—supervisors, other employees, client, or sub-contractors. Persons harassing others will be dealt with swiftly and vigorously. Anyone who violates this policy will be subject to disciplinary action up to and including discharge.

B. Definition of Sexual Harassment

Sexual harassment is behavior of a sexual nature which is unwelcome and personally offensive to its recipients.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute "sexual harassment" when:

Submission to such conduct is made explicitly or implicitly a condition of an individual's employment;

Submission to or rejection of such conduct is used as a basis for a decision affecting the employee employment; or

The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment which is intimidating, hostile or offensive to the employee.

The following are examples of unlawful harassment:

- 1. Unwelcome sexual advances. This means patting, pinching, brushing up against, hugging, kissing, fondling, or any other similar physical contact considered unwelcome by another individual.**
- 2. Requests for demands for sexual favors. This includes subtle or blatant pressures or requests for any type of sexual favors accompanied by an implied or stated promise or referential treatment or negative consequence concerning one's employment status.**
- 3. Verbal abuse or kidding that is sex-oriented and considered unwelcome by another individual. This includes commenting about an individual's body or appearance where such comments are beyond mere courtesy, telling "dirty jokes", that are clearly unwelcome and considered offensive by others or any other tasteless, sexually-oriented comments, innuendoes or actions that offend others:**

4. Engaging in any type of sexually oriented conduct that would reasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone that reduces personal productivity or time available to work at assigned tasks.
5. Creating a work environment that is intimidating, hostile or offensive because of unwelcome sexually-oriented conversations, suggestions, requests, demands, or physical contacts.

c. Complaint Procedure

Any employee who feels that he or she has been sexually harassed should immediately report the matter to his or her supervisor. If that person is unavailable or the employee believes that it would be inappropriate to contact his or her supervisor, the employee should contact the Owners Justin or Rance Danell.

Any supervisor or manager who becomes aware of any possible sexual harassment should immediately advise Justin or Rance Danell who will handle such matters in a lawful manner to ensure that such conduct does not continue. All complaints of sexual harassment will be investigated in as discreet and confidential a fashion as possible. No person will be adversely affected in employment with the Company as a result of bringing complaints of sexual harassment.

I agree I have read and understand Danell Custom Harvesting LLC Sexual Harassment Policy.

Employee Signature _____ Date _____

Supervisors & Office Staff Only:

I understand it is my responsibility to notify Justin or Rance Danell immediately whenever I become aware of any possible sexual harassment or have been notified by any employee that he or she is being sexually harassed.

Signature _____ Date _____
Supervisor or Office Staff

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This agreement made this ___ day of _____ by and between DANELL CUSTOM HARVESTING LLC, having a principal place of business at 8265 Hanford-Armona Road, Hanford, California 93230, and _____ (Contractor), having a principal place of business at _____

1. Term of Contract.

Section 1.1. This agreement will become effective on _____

And will continue in effect until _____, unless terminated in accordance with the provisions of Article 7 of this Agreement.

2. Intent To Create Independent Contractor Status.

Section 2.1. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Danell Custom Harvesting LLC. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Danell Custom Harvesting LLC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right, and is encouraged, to perform services for others during the term of this Agreement.

3. Services To Be Performed By Contractor.

Section 3.1 – Specific Services. Contractor agrees to perform bulldozing services for clients, persons, or entities referred to Contractor by DANELL CUSTOM HARVESTING LLC. Such services are to include bulldozing and packing silage pursuant to the instructions and specifications for the clients of DANELL CUSTOM HARVESTING LLC. Contractor shall have the right to refuse to accept jobs referred by DANELL CUSTOM HARVESTING LLC.

Section 3.2 – Method of Performing Services. Contractor will determine the methods, details and means of performing the above-described services, subject to the specifications and limitations of the client, person or entity requesting the services. DANELL CUSTOM HARVESTING LLC shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

Section 3.3 – Employment of Assistants. Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. Such assistants may include, for example, temporary substitute bulldozers or assistants. DANELL CUSTOM HARVESTING LLC may not control, direct

or supervise Contractor's assistants or employees in the performance of their services. Contractor assumes full and sole responsibility for payment of all compensation and expenses of these assistants and for any state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Section 3.4 – Place of Work. Contractor shall perform the services required by this Agreement at any place or location and at such times as Contractor shall determine, subject to demands or requests of the person or entity requesting the services of the Contractor. DANELL CUSTOM HARVESTING LLC will not provide an office or desk space for Contractor at its place of business.

4. Compensation.

Section 4.1. In consideration for the services to be performed by Contractor, DANELL CUSTOM HARVESTING LLC agrees to pay Contractor at the rate of _____ per ton of silage bulldozed and packed by Contractor. DANELL CUSTOM HARVESTING LLC will not provide any health insurance coverage, life insurance, vacation pay, sick pay or other benefits to Contractor. DANELL CUSTOM HARVESTING LLC claims no right to income derived by Contractor from reporting jobs obtained through personal advertising or otherwise not through referrals by DANELL CUSTOM HARVESTING LLC.

Section 4.2 – Date of Payment of Compensation. Contractor will be compensated monthly for jobs completed and billed to clients by DANELL CUSTOM HARVESTING LLC.

Section 4.3 – Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of services for DANELL CUSTOM HARVESTING LLC including not limited to, all costs of equipment, machinery, maintenance of equipment and machinery, fuel oil, repairs, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. DANELL CUSTOM HARVESTING LLC shall not be responsible for any expenses incurred by Contractor in performing services for DANELL CUSTOM HARVESTING LLC.

5. Obligations of Contractor.

Section 5.1 – Equipment and Instrumentalities. Contractors will supply all equipment and instrumentalities necessary to perform the services under this Agreement, including, but not limited to bulldozing equipment, transport vehicles, and any other equipment or tools necessary to accomplish services provided to DANELL CUSTOM HARVESTING LLC. Contractor is not required to purchase or rent any tools, equipment or

services from DANELL CUSTOM HARVESTING LLC. Contractor will be invoiced for any use of equipment belonging to DANELL CUSTOM HARVESTING LLC.

Section 5.2 – Worker’s Compensation. Contractor agrees to provide worker’s compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify DANELL CUSTOM HARVESTING LLC for any and all claims arising out of any injury, disability, or death of Contractor or any of Contractor’s employees or agents.

Section 5.3 – Indemnification of Liability. Contractor shall indemnify and hold DANELL CUSTOM HARVESTING LLC harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employee or agents, including all claims relating to the injury or death of any person or damage to any property.

Section 5.4 – Assignment. Assignment of this Agreement or any duties or obligations under this Agreement may be assigned by Contractor only with the prior written consent of DANELL CUSTOM HARVESTING LLC.

Section 5.5 – State and federal Taxes. As Contractor is not a DANELL CUSTOM HARVESTING LLC employee, Contractor is responsible for paying all required state and federal taxes. In particular:

1. DANELL CUSTOM HARVESTING LLC will not withhold FICA (Social Security) from Contractor’s payment;
2. DANELL CUSTOM HARVESTING LLC will not make state or federal unemployment insurance contributions on behalf of Contractor;
3. DANELL CUSTOM HARVESTING LLC will not withhold state or federal income tax from payment to Contractor;
4. DANELL CUSTOM HARVESTING LLC will not make disability insurance contributions on behalf of Contractor;
5. DANELL CUSTOM HARVESTING LLC will not obtain worker’s compensation insurance on behalf of Contractor.

6. Obligations of DANELL CUSTOM HARVESTING LLC

Section 6.1 – Cooperation of DANELL CUSTOM HARVESTING LLC. DANELL CUSTOM HARVESTING LLC agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor’s duties under this Agreement. The number of jobs referred to Contractor is at the discretion of DANELL CUSTOM HARVESTING LLC.

7. Termination of Agreement.

Section 7.1 – Termination On Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party;
3. Death of either party.

Section 7.2 – Termination By DANELL CUSTOM HARVESTING LLC For Default Of Contractor. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, DANELL CUSTOM HARVESTING LLC at DANELL CUSTOM HARVESTING LLC option, may terminate this Agreement by giving written notification to Contractor. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the failure by Contractor to appear at a bulldozing job following acceptance of such job.

Section 7.3 – Termination By Contractor For Default of DANELL CUSTOM HARVESTING LLC. Should DANELL CUSTOM HARVESTING LLC default in the performance of this Agreement or materially breach any of its provisions, Contractor, at the Contractor's option, may terminate this Agreement by giving written notice to DANELL CUSTOM HARVESTING LLC.

8. General Provisions.

Section 8.1 – Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Section 8.2 – Entire Agreement of The Parties. This agreement and its exhibits supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for DANELL CUSTOM HARVESTING LLC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no

representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification signed by this Agreement will be effective only if it is in writing signed by the party to be charged.

Section 8.3 – Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.4 – Attorney’s Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney’s fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Section 8.5 – Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Hanford, California, on the date and year first above written.

CONTRACTOR

Company Name: _____

By: _____

Social Security or Taxpayer I.D. Number

DANELL CUSTOM HARVESTING LLC

By: _____

(Title)

Solicitud y Certificación del Número de Identificación del Contribuyente

Entregue el formulario al solicitante. No lo envíe al IRS.

► Visite www.irs.gov/FormW9SP para obtener las instrucciones y la información más reciente.

Escriba en letra de molde o a máquina. Vea Instrucciones Específicas en la página 3.

1 Nombre (tal como aparece en su declaración de impuestos sobre el ingreso). Se le requiere anotar un nombre en esta línea; no deje esta línea en blanco.	
2 Nombre del negocio/Nombre de la entidad no considerada como separada de su dueño, si es diferente al de arriba.	
3 Marque el encasillado correspondiente para la clasificación tributaria federal de la persona cuyo nombre se indica en la línea 1. Marque solo uno de los siguientes 7 encasillados: <input type="checkbox"/> Individuo/empresario por cuenta propia o LLC de un solo miembro <input type="checkbox"/> Sociedad anónima tipo C <input type="checkbox"/> Sociedad anónima tipo S <input type="checkbox"/> Sociedad colectiva <input type="checkbox"/> Fideicomiso/caudal hereditario <input type="checkbox"/> Cla. de responsabilidad limitada (LLC). Anote la clasificación tributaria (C=Soc. anónima tipo C, S=Soc. anónima tipo S, P=Soc. colectiva) ► _____ Nota: Marque el encasillado correspondiente en la línea anterior de la clasificación tributaria de la LLC de un solo miembro. No marque LLC si la LLC está clasificada como una de un solo miembro que no es considerada separada de su dueño, a menos que el dueño sea otra LLC que no es considerada separada de su dueño para propósitos tributarios federales estadounidenses. De lo contrario, vea las instrucciones en la página 3. <input type="checkbox"/> Otro (vea las instrucciones) ► _____	4 Exenciones (los códigos aplican solo a ciertas entidades, no a individuos; vea las instrucciones en la página 4): Código de beneficiario exento (si alguno) _____ Código para la exención de la declaración conforme a FATCA (si alguno) _____ (aplica a las cuentas mantenidas fuera de los EE.UU.)
5 Dirección (número, calle y número de apartamento o de suite). Vea las instrucciones.	Nombre y dirección del solicitante (opcional)
6 Ciudad, estado y código postal (ZIP)	
7 Anote el (los) número(s) de cuenta(s) aquí (opcional)	

Parte I Número de identificación del contribuyente (TIN)

Anote su número de identificación del contribuyente (TIN, por sus siglas en inglés) en el encasillado correspondiente. El TIN tiene que concordar con el nombre provisto en la línea 1 para evitar la retención adicional del impuesto. Para los individuos, este es, por lo general, su número de Seguro Social (SSN, por sus siglas en inglés). Sin embargo, para un extranjero residente, empresario por cuenta propia o entidad no considerada como separada de su dueño, vea las instrucciones para la Parte I, más adelante. Para otras entidades, es su número de identificación del empleador (EIN, por sus siglas en inglés). Si no tiene un número, vea **Cómo obtener un TIN**, más adelante.
 Nota: Si la cuenta está a nombre de más de una persona, vea las instrucciones para la línea 1. Vea también Nombre y número que se le debe dar al solicitante para recibir asesoramiento sobre cuál número debe anotar.

Número de Seguro Social											
o											
Número de identificación del empleador											

Parte II Certificación

- Bajo pena de perjurio, yo declaro que:
- El número que aparece en este formulario es mi número de identificación de contribuyente correcto (o estoy esperando que me asignen un número) y
 - No estoy sujeto a la retención adicional de impuestos porque: (a) estoy exento de la retención adicional o (b) no he sido notificado por el Servicio de Impuestos Internos (IRS, por sus siglas en inglés) de que estoy sujeto a la retención adicional de impuestos como resultado de no declarar todos los intereses o dividendos o (c) el IRS me ha notificado que ya no estoy sujeto a la retención adicional y
 - Soy ciudadano de los EE.UU. u otra persona de los EE.UU. (definido después) y
 - El (Los) código(s) de la Foreign Account Tax Compliance Act (Ley de Cumplimiento Tributario para Cuentas Extranjeras o FATCA, por sus siglas en inglés) anotado(s) en este formulario (si alguno) indicando que estoy exento de declarar conforme a FATCA es el (son los) correcto(s).

Instrucciones para la certificación. Tiene que tachar la partida 2 anterior si el IRS le ha notificado que usted en estos momentos está sujeto a la retención adicional de impuestos porque no declaró todos los intereses y dividendos en su declaración de impuestos. Para las transacciones de bienes inmuebles, la partida 2 no corresponde. Para los intereses hipotecarios pagados, la adquisición o abandono de bienes asegurados, la cancelación de deudas, las contribuciones a un arreglo de jubilación individual (IRA, por sus siglas en inglés) y, por lo general, los pagos que no sean intereses y dividendos, no se le requiere firmar la certificación pero tiene que proveer su TIN correcto. Vea las instrucciones para la Parte II, más adelante.

Firme Aquí	Firma de la persona de los EE.UU. ►	Fecha ►
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Instrucciones Generales

Las secciones a las cuales se hace referencia son del Código Federal de Impuestos Internos, a menos que se indique de otra manera.
Acontecimientos futuros. Si desea obtener información sobre los más recientes acontecimientos que afectan al Formulario W-9(SP) y sus instrucciones, tales como legislación promulgada después de que estos se han publicado, visite www.irs.gov/FormW9SP.

Propósito del formulario

Una persona o entidad (nombrada en el Formulario W-9(SP)) a quien se le requiera presentar una declaración informativa ante el IRS tiene que obtener su TIN correcto, el cual puede ser su SSN, número de identificación del contribuyente (TIN, por sus siglas en inglés), número de identificación del contribuyente para adopción (ATIN, por sus siglas en inglés) o EIN, para declarar en una declaración informativa la cantidad pagada a usted u otra cantidad declarada en una declaración informativa. Ejemplos de declaraciones informativas incluyen, pero no se limitan a, los siguientes:

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (Dis-C corporation, S-S corporation, P-Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidance on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

OR

Employer identification number

			-						
--	--	--	---	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Subcontractor Hauler Contract

Danell Custom Harvesting LLC is responsible for billing it's clients. Danell Custom Harvesting will not provide any client information to its subcontractors.

The Subcontractor will be paid per ton for silage hauled based on the current rate. If Harvesting rate is changed at any time during the year, the subcontractor rate will also be adjusted (notice will be given of any changes).

The Subcontractor will be paid an additional amount per ton of silage hauled for mileage, if applicable.

CHOOSE 1 OPTION BELOW AND INITIAL

Option #1 _____

If the subcontractor chooses to get paid for a job performed with Danell Custom Harvesting LLC before Danell Custom Harvesting LLC gets paid in full, there will be a 3.5% deduction taken out of subcontractor's payment. Loads hauled through the 5th of the month will be paid from the load sheets turned on by the 10th. (IF THE FIELD HAS BEEN COMPLETED) Loads hauled through the 20th of the month will be paid from the load sheets turned in by the 25th. (IF THE FIELD HAS BEEN COMPLETED) Payments will be made on the 1st and 15th of the following month that the work was completed.

Option #2 _____

If the subcontractor chooses to be paid without the "3.5% deduction", Danell Custom Harvesting LLC will pay on the 5th of the month following full payment by the client (dairy that subcontractor performed work at) for the job completed. If Danell Custom Harvesting is not paid within 60 days, the subcontractor agrees to Danell Custom Harvesting LLC brokering a deal with their clients as they see fit. If there is a deduction in price to get paid in a timely matter, the subcontractor agrees to the price reduction.

Subcontractor Signature _____

Date _____