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## **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. The results are to be sent "Attention: Denise Danell".

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

\_\_\_\_\_  
DANELL CUSTOM HARVESTING (FIRST PARTY)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER (SECOND PARTY)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DRIVER

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DATE

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DRIVER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
VALLEY INDUSTRIAL  
(THIRD PARTY)

\_\_\_\_\_  
DATE

## **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 the employee's sex. Danell Custom Harvesting, LLC will not tolerate any 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; 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 preferential treatment or negative consequence concerning one's employment status.
3. Verbal abuse or kidding that is sex-oriented unwelcome by another individual. This includes commenting about an individual's body or appearing where such comments are beyond mere curiosity, telling "dirty jokes", that are clearly unwelcome and considered offensive by others or any 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 as 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 Danell Custom Harvesting, LLC as a result of bringing complaints of sexual harassment.

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

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Employee Signature

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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.

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Supervisor or Office Staff

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Date

## **AGREEMENT TO FURNISH LABOR**

THIS AGREEMENT is entered into in Kings County, California this \_\_\_\_\_ day of 20\_\_\_\_ by and between Danell Custom Harvesting LLC referred to as “Contractor” and \_\_\_\_\_ hereinafter referred to as “Subcontractor” or “Subhauler”.

WHEREAS Contractor is in the business of harvesting silage, and it has clients who have a need to have silage harvested which includes chopping, hauling & packing otherwise handled.

WHEREAS, Subcontractor owns the equipment and has the necessary expertise to perform the work of hauling, packing, and otherwise handling silage; and

WHEREAS it is the mutual desire of the parties that Subcontractor provide the above-described services to Contractor’s clients, each party acting independently in pursuance of his own separate business.

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

### **1. Obligations of Independent Subcontractor**

- a. Subcontractor shall make himself available for services described above on an as-needed basis for Contractor. Subcontractor shall be compensated for his services as provided in Paragraph 2 of this Agreement.
- b. Subcontractor agrees to provide his own equipment, tools, supplies, and other items as necessary to perform services under this Agreement.
- c. Subcontractor shall, after receiving instructions from Contractor’s clients, determine the method, details, and means of performing the required services under this Agreement.
- d. Subcontractor agrees to secure, at his own expense, and in Subcontractor’s name, whatever business, professional or vehicle licenses and permits that may be necessary to carry out its/his/her duties, obligations and responsibilities under this Agreement, and shall be responsible for providing at Subcontractor’s expense and in Subcontractor’s name, disability, workers compensation, vehicle or any other insurance coverage necessary to insure against those risks normally associated with the performance of his duties under this Agreement.
  - (1) If the Subcontractor has employees, Workers Compensation Insurance in accordance with the laws of State of California, to include employer’s liability insurance coverage, with the limit of no less than One Million Dollars (\$1,000,000)
  - (2) General Comprehensive Liability and Property Damage Liability Insurance with a combined single liability limit of no less than One Million Dollars (\$1,000,000).

- (3) Subcontractor will deliver to Contractor prior to the commencement of work certificates of insurance stating that the above insurance is in effect.

Subcontractor shall immediately notify Contractor if any applicable insurance policy required to be maintained by Subcontractor under this Agreement has been canceled. Contractor will be listed as "additional Insured".

- e. Subcontractor agrees to pay when and as due all taxes incurred as a result of Subcontractor's compensation, including estimated taxes, and agrees that Contractor shall have no responsibility or liability for the payment of taxes, of whatever type, on Subcontractor's behalf including that might arise as a result of subcontract or hiring employees. Subcontractor agrees to indemnify Contractor for any claims, losses, costs, fees, liabilities, penalties, or damages, suffered by Contractor arising out of Subcontractor's breach of this provision.
- f. **Labor:** Subcontractor will not allow any of his agents or employees to enter upon the premises of any of Danell's clients unless said persons are legitimately entitled to work according to the laws of the United States and the State of California. It is understood that, in performing his duties under the Agreement, Subcontractor is acting as an independent Subcontractor. He is solely responsible for the operation, maintenance, and repairs of his equipment. Except as is expressly otherwise provided by California Labor Code Section 1140.4(c), and the specific limited purpose for which said section was enacted, Subcontractor is the sole employer of all labor required to perform hereunder and said persons shall perform said work under Subcontractor's sole discretion and control, neither Contractor nor its clients having the right to direct or control those persons in any respect whatsoever.
- g. Subcontractor agrees that he shall be responsible for all expenses incurred in performing services under this Agreement.
- h. **Compliance with Federal, State and Municipal Laws:** Subcontractor will comply with all federal, State and municipal laws and regulations relating to the performance of his duties hereunder including, but not necessarily limited to, those laws and regulations concerning agricultural labor, the establishment of pay rates, the payment of employees, the payment of taxes, the maintenance of payroll and other records, the reporting of employee information to governmental agencies and the posting of such notices and the providing to employees of such pamphlets as is required by law. Contractor will have the right at any time during working hours to inspect Subcontractor's books and records to make certain that Subcontractor is complying with said federal, state, and municipal laws and regulations.

## **2. Payment:**

- a. Contractor will pay Subcontractor as described in the attached Exhibit, A which is incorporated by reference.
- b. Except as is otherwise specifically provided in this Agreement, Subcontractor will, at his own expense, supply all material, equipment, personnel, and labor necessary to perform his duties under this Agreement.
- c. Subcontractor shall keep adequate books of account and records to fully account for expenditures made in the performance of this Agreement and shall allow Contractor full access to such books and records at any reasonable time.

## **3. Relationship of the Parties:** In the performance of Subcontractor's work, duties and obligations created under this Agreement, it is agreed that Subcontractor is at all times acting and performing as an independent Subcontractor providing services under this Agreement. Nothing in this Agreement should be construed to create a relationship of employer and employee, principal and agent, partners, or joint ventures, or as a guarantee of future employment or engagement, or a limitation upon Contractor's right to terminate this Agreement, nor shall any such relationship, guarantee or limitation be created by the mere passage of time.

All duties to be performed by Subcontractor are for Subcontractor's own benefit and under his complete control and supervision. The parties agree Contractor shall neither have nor exercise any control or direction over the methods by which Subcontractor shall perform his work and functions.

## **4. Term of Agreement:** The parties agree that this Agreement shall be in effect for twelve months from the date of execution of this Agreement, unless sooner terminated as hereinafter provided.

## **5. Termination of Agreement:** Termination of this Agreement or termination of services shall not affect the provisions under Paragraphs 8 to 14, which shall survive any termination.

- a. **Termination of Cause.** In the event Subcontractor fails to perform any item or provision set forth or referred to in this Agreement or commits a material breach of any of its provisions, Contractor may terminate this Agreement by giving written notice to Subcontractor. Breach of warranty, representation, or statement made or furnished to the Contractor or on behalf of Subcontractor. In the event Subcontractor fails to perform under any term or provision of this Agreement, said failure to perform will constitute a material breach of this Agreement and Contractor may, at its election, contract with any other party of its choice to perform the work contemplated in this Agreement.

Termination shall be effective immediately on receipt of the notice, or five days from mailing of this notice, whichever occurs first.

- b. **Automatic Termination.** This Agreement terminates automatically on the occurrence of the following events: (a) bankruptcy or insolvency of either party; or (b) Sale of the business of either party.

6. **Notices.** Any notices, demands or communications required or desired to be given by either party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States Mail, certified or registered, postage prepaid, return requested. If such notice, demand, or other communication is served personally; service shall be conclusively deemed made at the time of such personal service. If such notice, demand, or other communication be given by mail, service shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States Mail, addressed to the person to whom such notice, demand or other communication is to be given at the following addresses:

**Contractor:** Danell Custom Harvesting LLC  
8265 Hanford-Armona Road  
Hanford, California 93230

**Subcontractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Non-Solicitation.** Subcontractor shall not, during the term of this Agreement and for a period of one year immediately following the termination of this Agreement, or any extension of it, for any reason, either directly or indirectly: (a) solicit, divert or take away any of Contractor's customers or business opportunities or potential customers or business opportunities about whom Subcontractor became aware as a result of Subcontractor's services to Contractor, either for Subcontractor's benefit or for the benefit of any other person or entity; or (b) solicit, hire or cause to be hired any of Company's employees or Subcontractors by Subcontractor, or any company or entity with which Subcontractor is affiliated or by which Subcontractor is employed.
8. **Subcontractor's Indemnifications.** Subcontractor agrees to protect, defend, indemnify and hold Contractor, its officers and employees, free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgment, penalties, interests, court costs and legal fees incurred by Contractor in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including employees of Subcontractor), or damages to property (including property of Subcontractor) and without limitation by enumeration all other claims or demands of every character occurring or in any



way incidental to, in connection with or arising directly or indirectly out of, the work to be performed by Subcontractor hereunder, except only claims arising out of accidents resulting from the sole negligence of Contractor. Subcontractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at his expense and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false, or fraudulent.

- 9. Arbitration of Disputes.** Except for disputes in which one party seeks and obtains an immediate temporary restraining order and a preliminary injunction against the other party, Subcontractor and Contractor agree that any disputes regarding the provisions of this Agreement, any termination of the Agreement or events occurring during the term of this Agreement shall be subject to binding arbitration. Such proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect; provided, however, that the parties shall be entitled to the discovery provided for in California Code of Civil Procedure §1283.05 and the California Evidence Code shall apply to the conduct of the hearing. Any request for arbitration must be made in writing within 365 days of the occurrence giving rise to the dispute. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of California, or federal law, as applicable to the claim or claims asserted. The arbitration shall be final and binding upon the parties and shall be enforceable to the extent permitted by law. Unless the arbitrator orders otherwise, the cost of the arbitration, hearing room and official transcript shall be shared equally by the parties. The arbitration shall take place in Fresno County, California. The parties recognize they are waiving their right to a jury trial.
- 10. Attorney's Fees.** Should any litigation, including an arbitration proceeding pursuant to Paragraph 15 above, be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorney's fees and experts fees and costs in such litigation, or any other separate action brought for that purpose.
- 11. Rights Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
- 12. No assignment or Delegation.** Subcontractor shall not assign, sell or otherwise transfer his rights or delegate his duties under this Agreement or any interest therein without the prior written consent of Contractor.
- 13. Waiver.** Waiver of any breach of this Agreement by either party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

**14. Severability.** In the event that any provision hereof shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision so as to make it valid, reasonable and enforceable.

**15. Further Assurances.** Each party agrees promptly to execute and deliver, or cause to be executed and delivered, such other documents or instruments in addition to those expressly required by this Agreement as are necessary or desirable to carry out or implement the terms and conditions of this Agreement.

**16. Governing Law and Venue.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California, except to the extent that federal law governs such rights. The parties agree that any appropriate State or United States District Court located or with jurisdiction over Kings County, California, shall have exclusive jurisdiction over any case or controversy arising hereunder, and shall be the proper forum in which to adjudicate such case or controversy.

**17. Entire Agreement.** This Agreement contains the entire agreement between the parties and constitutes an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect. Each party acknowledges that no representation, inducement, promise, or agreement has been made, orally or otherwise, by a party or anyone acting on behalf of any party unless such representation, inducement, promise, or agreement is contained in this Agreement. This Agreement may be modified, and any provision waived, only by a writing signed by both the parties.

**18. Time.** Time is of the essence in this Agreement.

The parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_  
(Insert Name)

By: \_\_\_\_\_  
Danell Custom Harvesting, LLC

## **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. The 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 control, direct, or supervise Contractor's assistants or employees in the performance of their services. The 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 request 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 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 for 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 involved for any use of equipment belongings 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 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 from 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 notice to be given hereunder by either party to the other may be affected 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 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 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

DANELL CUSTOM HARVESTING, LLC

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security or Taxpayer ID Number

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

**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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	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](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





## **Subcontractor Hauler Contract**

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

The Subcontractors 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 payments by the client (dairy that subcontractor performed work at) for the job completed. If Danell Custom Harvesting, LLC is not paid within 60days, 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\_\_\_\_\_

# Voluntary Direct Deposit Authorization Form

Please print and complete ALL the information below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

The diagram shows a check with the following fields and labels:

- Payor Information:** John Jones, 124 Main Street, Anywhere, MA 02345
- Date:** \_\_\_\_\_
- Pay to the order of:** \_\_\_\_\_
- Amount:** \$ \_\_\_\_\_ Dollars
- Routing Number:** 123456789 (labeled "9 digit Routing Number")
- Account Number:** 1234567891011 (labeled "Account Number (1-17 digits)")
- Check Number:** 0259 (labeled "Check Number (do not include)")

The word "EXAMPLE" is written across the center of the check.

Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

9-Digit Routing #: \_\_\_\_\_

Amount: ☐ \$ \_\_\_\_\_ ☐ \_\_\_\_\_% or ☐ Entire Paycheck

Type of Account:      Checking      Savings (Circle One)

*Please attach a voided check for each bank account to which funds should be deposited.*

Danell Custom Harvesting is hereby authorized to directly deposit my pay to the account listed above. This authorization will remain in effect until I modify or cancel it in writing and is voluntary.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_