

**OWNER / OPERATOR REQUEST FOR INSURANCE**

**Sponsoring Association:** United Truckers and Independent Contractors Association through Professional Business Solutions

**Participant Sponsor:** \_\_\_\_\_  
(Name and Address)

**APPLICANT INFORMATION**

Applicant or Company Name (if Applicable): \_\_\_\_\_ Address: \_\_\_\_\_

Social Security # \_\_\_\_\_ FEIN # \_\_\_\_\_ DOB: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Legal Status:  Sole Proprietor  Partnership  Corporation  Other: \_\_\_\_\_

List all partners, business owners, executive officers, etc: \_\_\_\_\_

**PERSON TO BE INSURED (Check Only One)**

**Class 1 – Owner/Operator**  **Class 2 – Co-Driver**  **Class 3 – Independent Contract Driver**

**Class 1** - "Owner Operator" means a person who meets all of the following tests:

- is an Independent Contractor as defined by the law
- has the responsibility for determining the time, means and method of performing the work
- has entered into a covered contract with the Participant Sponsor
- is compensated on a Form 1099 and not a Form W-2
- does not own or control the Participating Sponsor

**Class 2** - "Co-Driver" means a person who meets all of the tests in Class 1 and:

- co-owns a power unit which is under a long-term lease contract with the Participant Sponsor
- drives the power unit as an Independent Contractor, as defined by the law

**Class 3** - "Independent Contract Driver" means a person who meets all of the following tests:

- drives a motor vehicle owner or leased by an Owner Operator
- is an Independent Contractor as defined by the law
- works under a covered contract that provides for possible financial loss or gain by the Contract Driver relative to the operation of the motor vehicle being utilized
- has the responsibility for determining the time, means and method of performing the work
- is compensated on a Form 1099 and not a Form W-2

**OCCUPATIONAL ACCIDENT INSURANCE** *Please review your Certificate of Insurance for coverage details*

**Beneficiary Designation – Accidental Death Benefit**

Beneficiary Name and Address	Relationship to Insured	Social Security #
_____	_____	_____

**By signing this section of the Request for Insurance form, I hereby declare and state that**

1. I am not an employee or eligible for workers' compensation and I request coverage under the above specified group occupational accident policy
2. I qualify for coverage under the Eligible Class as checked above; and
3. I grant permission to the Participant Sponsor to deduct such payments as may be required for the insurance provided by this policy; and
4. I attest that all statements made in the Request For Insurance and true and accurate to the best of my knowledge; and
5. The beneficiary designation above shall void and supersede any previous designation by me. I reserve the right to change the beneficiary shown above by completing and submitting a signed Change of Beneficiary Form.
6. I understand this insurance will become effective the date this Request For Insurance has been received and approved by the Participant Sponsor.
7. In the event the covered contract with the Participant Sponsor is terminated for any reason, I understand my coverage will terminate on that date.
8. I understand that the insurance as applied for is based upon my written statements and answers to the above questions.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**"IF ANY" WORKERS COMPENSATION INSURANCE REQUEST**

- Coverage A – Workers Compensation -- Statutory benefits for all states (other than Monopolistic)
- Coverage B – Employers' Liability -- \$1,000,000 / \$1,000,000 / \$1,000,000
- Coverage C – Other States Coverage -- Yes
- Required Endorsements -- Alternate Employer – Participant Sponsor  
-- Executive Officer/Business Owner/Sole Proprietor Exclusion

**By signing this section of the Request For Insurance form, I hereby declare and state that**

1. I request coverage to be bound under the above referenced If Any Workers' Compensation policy. I am electing to exclude myself from coverage as permissible under the laws of my state.
2. If your legal status (shown above) is anything other than a Sole Proprietor, the names of each partner/executive officer/business owner must be shown on this form and each is required to complete and sign a separate Request for Insurance Form and the proper Executive Officer/Business Owner/Sole Proprietor Exclusion form before coverage applies.
3. I hereby grant a limited power-of-attorney to UTICA/PBS with the authority to initiate cancellation of my workers' compensation coverage effective the same date that my Lease Agreement with the Participant Sponsor (shown above) is terminated: regardless of who terminates the Lease Agreement.
4. I hereby understand and agree that eligibility for this program is limited to Independent Contractors, as defined by law, and Owner Operators who are not employees of the Participant Sponsor and I further agree to the terms outlined in the above items.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

# Membership Enrollment Form

I wish to apply for membership in United Truckers & Independent Contractors Association, Inc. - a Texas association corporation, (herein after referred to as "UTICA") in exchange for monthly dues of \$10.00. I understand that I will be entitled to all of the rights and privileges available to all members and that I will receive a Membership Kit which explains the benefits and services for which I am eligible. I further understand that some products and services may be made available for an additional charge. Enclosed please find my check made payable to UTICA in the amount of \$10.00 for my first month's dues. I also understand and agree that the monthly dues are payable as of the 1st of each month. This Application is subject to acceptance by UTICA.

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

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

Home Phone (\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ Soc Sec # \_\_\_\_\_

## TERMS & CONDITIONS OF UTICA MEMBERSHIP

1. United Truckers & Independent Contractors Association, Inc. is a Texas corporation doing business as "UTICA", formed to offer discounted products and services to eligible members. These Terms and Conditions govern membership in UTICA.
2. Membership in UTICA is available to the individual applicant only. Membership in UTICA is nontransferable and may not be transferred or conveyed to anyone.
3. Each UTICA membership is subject to termination at any time. In such event, the only obligation of UTICA shall be to honor its commitment to each member for the remaining portion of that member's current membership term. Membership continues on a month-to-month basis provided the required membership fee is timely paid.
4. UTICA membership may be terminated by UTICA, without further obligation, if a member fails to comply with these Terms and Conditions or the terms and conditions of any products or services acquired.
5. UTICA is bound only by representations that it makes in writing concerning the Terms and Conditions of UTICA membership, and is not responsible for or bound by contrary or conflicting representations made orally, in writing or otherwise by any other person or organization.
6. Member acknowledges that UTICA simply provides access to certain discounted pricing for products and services negotiated with existing third party providers. UTICA is not a merchant, manufacturer or direct provider of the products or services of which UTICA members may receive discounts. UTICA gives no warranty, express or implied, as to the description, quality, merchantability, fitness for any particular purpose, productiveness or any other matter for any of the products or services purchased by a Member through his UTICA membership. Each Member acknowledges that he has full responsibility for the choice of any product or service you acquire as an UTICA member and that no member is relying on our skill or judgment from selecting the products or services available. All products or services acquired by members are subject to availability and may be changed or discontinued from time to time as determined by the provider of such products or services.
7. Each member is responsible for confirming the continued availability of any discount for specified products or services acquired through the UTICA Membership. UTICA does not administer claims for discounts or disputes between members and any third party provider. UTICA has no liability if any product or service is discontinued by any third party provider. A third party provider of products and services may discontinue providing the products and services at any time.
8. Members are responsible for the payment of any applicable fees or charges associated with any of the products or services acquired through their UTICA Membership. IN NO EVENT SHALL UTICA HAVE ANY LIABILITY IF ANY PRODUCT OR SERVICE BECOMES UNAVAILABLE FOR ANY REASON OR FOR ANY INJURIES, LOSSES, DAMAGES OR CLAIMS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR SERVICE ACQUIRED BY A MEMBER THROUGH HIS/HER UTICA MEMBERSHIP.
9. Products and services offered to members by third parties through UTICA or with the permission of UTICA are subject to separate terms and conditions and may be changed or eliminated without prior notice to members. These Terms and Conditions are separate and distinct from any terms and conditions associated with such products or services. UTICA accepts no responsibility for the acts or omissions of any third parties providing such products or services directly to members.
10. These Terms and Conditions and the terms and conditions of any products or services made available to UTICA members, including, but not limited to, fees, benefits, products or services, may be changed from time to time by UTICA or the provider.
11. Member acknowledges and agrees that UTICA may provide information on its members, including addresses and telephone numbers, to third parties who may solicit the sale of various benefits, products and services, and the member authorizes UTICA to provide such information to third parties.
12. These Terms and Conditions shall be governed exclusively by the laws of the State of Texas. Any action at law or in equity by a member related to this UTICA membership, to challenge or enforce the Terms and Conditions of UTICA Membership or concerning any product or service acquired through his UTICA membership must be submitted exclusively to the jurisdiction of the courts of Dallas County, Texas (USA). By the execution of this Membership Enrollment Form, each member consents to the personal jurisdiction and venue of these courts. In the event an action at law or in equity is initiated by a member and UTICA prevails, the member shall pay all costs incurred by UTICA in defending such action, including reasonable attorney's fees.

I have read and agree to the Terms and Conditions of UTICA Membership as stated hereon.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date Signed

### For UTICA Use Only

Received By: \_\_\_\_\_ Approved By: \_\_\_\_\_

UTICA Member Number: \_\_\_\_\_ Membership Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ATTN: Ken Fontana**  
**314-997-7250**