



JOHNSON[®] moving and storage

7436 Old Alexander Ferry Road
(301) 868-0320 Clinton, Maryland 20735 (301) 894-4215
FAX (301) 868-2637



INDEPENDENT CONTRACTOR AGREEMENT

This agreement, made this _____ day of _____, 19____ by and between Johnson Moving & Storage, hereinafter the Party of the First Part, and _____, hereinafter the Independent Contractor.

Whereas, Johnson Moving & Storage, located at 7436 Old Alexandria Ferry Road, Clinton, Maryland, is in the business of providing moving, storage, packing and similar services for local and inter-state clients, and

Whereas, _____, is desirous of providing Services for the Party of the First Part in the nature of skilled, semi-skilled or unskilled labor, as an independent contractor.

Now, therefore, the parties hereto do hereby covenant and agree as follows:

1. The work to be performed by the Party of the Second Part, pursuant to this agreement, includes all services generally provided by the Party of the First Part, including but not limited to Moving, hauling, packing and general labor, and office duties.
2. The Party of the Second Part shall make telephone contact with the Party of the First Part between the hours of 8:00 AM and 5:00 PM on each Monday and shall thereby be notified by the Party of the First Part whether or not his or her services shall be needed that week. Such notification by the Party of the First Part shall include when and where the Party of the Second Part shall report, what hours shall be worked, what specific job shall be done and under whose supervision work shall be done.
3. Unless otherwise agreed, the Party of the Second Part shall provide his or her own transportation to and from the place where services requested by the Party of the First Part shall be rendered.
4. In circumstances where services to be provided by the Party of the Second Part include driving, the Party of the First Part shall provide the vehicle but the Party of the Second Part shall be responsible for driving. The Party of the Second Part agrees herein that he or she shall be properly insured and shall have the proper license to operate such motor vehicle as may be required for such engagement.
5. As services which are to be provided by the Party of the Second Part may include medium to heavy labor requiring lifting, carrying and pulling individually and in concert with others, the Party of the Second Part warrants herein that he or she is physically able to do such work, has no physical injuries or medical problems which would prohibit or interfere with such work, and shall be responsible for carrying such health, injury or accident insurance as may be necessary to cover any injuries which may result from such work.
6. The Party of the Second Part agrees that he or she is exempt from the operation and effect of the District of Columbia, Maryland, and Virginia and/or any other jurisdiction's Workmen's Compensation and Unemployment Compensation Acts, and acceptance of this contract shall operate as notice to the Party of the First Part of his or her election not to come within the purview of said acts.
7. The parties intend that an independent contractor-employer relationship will be created. The Party of the First Part is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Party of the Second Part. The Party of the Second Part is not to be considered an agent or employee of the Party of the First Part for any purpose, and the Independent Contractor of the Party of the First Part are not entitled to any of the benefits that the Party of the First Part provides for its employees. It is understood that the Party of the First Part does not agree to use the Party of the Second Part as its exclusive independent contractor. It is further understood that the Party of the Second Part is free to contract for similar services to be performed for others while under contract with the Party of the First Part. No employer-employee relationship will exist as the result of this Agreement, nor from or as the result of any services provided by the Independent Contractor to the Party of the First Part.
8. The Party of the Second Part shall receive for services herein described: _____, per hour and shall be paid on Saturday of each week at 4:00 PM in the full amount due without deduction or withholding.
9. The Party of the First Part shall not be responsible for deducting taxes or any other deductions from monies paid to the Party of the Second Part by the Party of the First Part for services under this agreement.
10. This agreement of 1 page may be amended in writing. Such writing must be signed by the parties hereto.
11. This writing is the entire agreement and understanding between the parties hereto.
12. Either party may cancel this contract on ten (10) days written notice; otherwise, the contract shall remain in force for a term of one (1) year from date.

In witness whereof, the parties have executed this agreement the day and year first above written.

Johnson Moving & Storage

By: _____

SS# _____ Signature _____

Witness: _____ MC Johnson

Address: _____

Phone # _____



SAFETY QUIZ ANSWER SHEET

NAME: _____

Print the letter for the correct answer to each question in the spaces provided below.
Do not write on the test sheets.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

Number of Correct Answers _____

Percentile Score _____



APPLICATION FOR EMPLOYMENT
 (PRE-EMPLOYMENT QUESTIONNAIRE) (AN EQUAL OPPORTUNITY EMPLOYER)

PERSONAL INFORMATION

				DATE _____
NAME			SOCIAL SECURITY NUMBER	
LAST	FIRST	MIDDLE		
PRESENT ADDRESS				
STREET	CITY	STATE	ZIP	
PERMANENT ADDRESS				
STREET	CITY	STATE	ZIP	
PHONE NO. _____	ARE YOU 18 YEARS OR OLDER? Yes <input type="checkbox"/> No <input type="checkbox"/>			
ARE YOU PREVENTED FROM LAWFULLY BECOMING EMPLOYED IN THIS COUNTRY BECAUSE OF VISA OR IMMIGRATION STATUS? Yes <input type="checkbox"/> _____ No <input type="checkbox"/> _____				

LAST

EMPLOYMENT DESIRED

POSITION _____	DATE YOU CAN START _____	SALARY DESIRED _____
ARE YOU EMPLOYED NOW? _____	IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? _____	
EVER APPLIED TO THIS COMPANY BEFORE? _____	WHERE? _____	WHEN? _____
REFERRED BY _____		

FIRST

EDUCATION	NAME AND LOCATION OF SCHOOL	*NO OF YEARS ATTENDED	*DID YOU GRADUATE?	SUBJECTS STUDIED
GRAMMAR SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

MIDDLE

GENERAL

SUBJECTS OF SPECIAL STUDY OR RESEARCH WORK _____

SPECIAL SKILLS _____

ACTIVITIES: (CIVIC, ATHLETIC, ETC.) _____

EXCLUDE ORGANIZATIONS, THE NAME OF WHICH INDICATES THE RACE, CREED, SEX, AGE, MARITAL STATUS, COLOR OR NATION OF ORIGIN OF ITS MEMBERS

U.S. MILITARY OR NAVAL SERVICE _____

RANK _____

PRESENT MEMBERSHIP IN NATIONAL GUARD OR RESERVES _____

*This form has been revised to comply with the provisions of the Americans with Disabilities Act and the final regulations and interpretive guidance promulgated by the EEOC on July 26, 1991.

FORMER EMPLOYERS (LIST BELOW LAST THREE EMPLOYERS, STARTING WITH LAST ONE FIRST).

DATE MONTH AND YEAR	NAME AND ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM				
TO				
FROM				
TO				
FROM				
TO				
FROM				
TO				

WHICH OF THESE JOBS DID YOU LIKE BEST?

WHAT DID YOU LIKE MOST ABOUT THIS JOB?

REFERENCES: GIVE THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

	NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED
1				
2				
3				

THE FOLLOWING STATEMENT APPLIES IN: MARYLAND & MASSACHUSETTS. (Fill in name of state)
 IT IS UNLAWFUL IN THE STATE OF _____ TO REQUIRE OR ADMINISTER A LIE DETECTOR TEST AS A
 CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. AN EMPLOYER WHO VIOLATES THIS LAW SHALL BE
 SUBJECT TO CRIMINAL PENALTIES AND CIVIL LIABILITY.

Signature of Applicant

IN CASE OF
EMERGENCY NOTIFY

NAME

ADDRESS

PHONE NO.

"I CERTIFY THAT ALL THE INFORMATION SUBMITTED BY ME ON THIS APPLICATION IS TRUE AND COMPLETE, AND I UNDERSTAND THAT IF ANY FALSE INFORMATION, OMISSIONS, OR MISREPRESENTATIONS ARE DISCOVERED, MY APPLICATION MAY BE REJECTED AND, IF I AM EMPLOYED, MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME.
 IN CONSIDERATION OF MY EMPLOYMENT, I AGREE TO CONFORM TO THE COMPANY'S RULES AND REGULATIONS, AND I AGREE THAT MY EMPLOYMENT AND COMPENSATION CAN BE TERMINATED, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT ANY TIME, AT EITHER MY OR THE COMPANY'S OPTION. I ALSO UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF MY EMPLOYMENT MAY BE CHANGED, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT ANY TIME BY THE COMPANY. I UNDERSTAND THAT NO COMPANY REPRESENTATIVE, OTHER THAN IT'S PRESIDENT, AND THEN ONLY WHEN IN WRITING AND SIGNED BY THE PRESIDENT, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING."

DATE

SIGNATURE

DO NOT WRITE BELOW THIS LINE

INTERVIEWED BY

DATE

REMARKS:

NEATNESS

ABILITY

HIRED: Yes No

POSITION

DEPT.

SALARY/WAGE

DATE REPORTING TO WORK

APPROVED: 1.

2.

3.

EMPLOYMENT MANAGER

DEPT HEAD

GENERAL MANAGER

This form has been designed to strictly comply with State and Federal fair employment practice laws prohibiting employment discrimination. This Application for Employment Form is sold for general use throughout the United States. TOPS assumes no responsibility for the inclusion in said form of any questions which, when asked by the Employer of the Job Applicant, may violate State and/or Federal Law.

HAVE YOU EVER WORKED FOR A TEMPORARY EMPLOYMENT SERVICE BEFORE? Yes _____ No _____

IF SO, WHICH SERVICE(S)? _____

WHERE WERE YOU ASSIGNED TO WORK?

NAME OF BUSINESS

TYPE OF WORK

RELEASE OF CLAIMS AGAINST JOHNSON MOVING AND STORAGE CUSTOMERS

I am either a temporary worker for *JOHNSON MOVING AND STORAGE* (the "Company") or am applying for temporary work assignments with the Company.

I understand that the Company provides temporary workers for its customers to work at the customers' project site. In accepting any work assignment, I acknowledge that I am a temporary employee of the Company and am not an employee of the Company's customer.

If I am ever injured in the course of my work for the Company, I agree that I will look only to the Company's Workers' Compensation coverage and not to the Company's customer for any recovery. For myself, and on behalf of my heirs, executor, personal representative and assigns, I waive, release and forever discharge any claim that I may now have or that may later accrue against any customer of the Company which directly or indirectly arises out of any injuries which may occur to me while on a temporary work assignment for the Company.

In signing this Release, I understand that I am not waiving or releasing any claims which I may have against the Worker's Compensation coverage provided by the Company.

SIGNED

PRINT NAME

DATE

EMPLOYMENT AUTHORIZATION

This authorization entitles the bearer (or sender), or any representative thereof, to contact my present and past employer(s) for the purpose of confirming my length of employment, wages and other relevant employment data.

Please send this information to:

JOHNSON MOVING AND STORAGE
7436 Old Alexandria Ferry Road
Clinton, Maryland 20735

SIGNED

NAME (PLEASE PRINT)

DATE

CONSENT TO DRUG / ALCOHOL TESTING IN THE EVENT OF WORK-RELATED INJURY OR ILLNESS

I understand that, as part of its regular employment policy, *JOHNSON MOVING AND STORAGE* requires any employee who suffers a work-related injury or illness to be tested for the presence of drugs and/or alcohol. This testing is to be done at the location where initial treatment for the injury/illness is provided, and is to be conducted in accordance with acceptable medical procedures. I understand that if I refuse to submit to testing, it will be considered as refusal to comply with a reasonable request by my employer and will be cause for dismissal. I further agree to hold harmless *JOHNSON MOVING AND STORAGE*, its principles, agents, and clients for any and all consequences arising from my testing positive for the use and/or influence of drugs or alcohol at the time of my injury or illness.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

EMPLOYEE SIGNATURE

DATE

YOU MUST READ AND SIGN THE FOLLOWING CONDITIONS AND CERTIFICATIONS

In consideration of my employment, I agree to conform to the rules and regulations of Johnson Moving and Storage ("Johnson Moving and Storage") and I understand that **my employment by Johnson Moving and Storage may be terminated at any time by me or Johnson Moving and Storage with or without notice, for any reason.** I understand that no General Manager, Assistant Manager or any other employee or representative of Johnson Moving and Storage other than the President of Johnson Moving and Storage has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to any of the foregoing.

CONFIDENTIALITY STATEMENT: Employees and former employees are prohibited from releasing to any other party any information whatsoever about Johnson Moving and Storage which is of a confidential nature or which could be deemed to constitute a "trade secret." Employees or former employees are further prohibited from using, in any manner whatsoever, information which is confidential, proprietary, or privileged, whether for their personal benefit or gain, or for that of any other person. Any information which has not been disclosed publicly in writing should be treated as confidential and proprietary.

I understand the duties, including physical requirements of the position for which I am applying with Johnson Moving and Storage and I certify that I am capable of performing the required tasks with or without reasonable accommodation. If any accommodation is necessary, I will describe the proposed accommodation on the attached sheet.

EMPLOYEE SIGNATURE

DATE

WORK EXPERIENCE AND TRADE SKILLS

IF YOU HAVE ONE OR MORE YEARS PROFESSIONAL EXPERIENCE IN ANY OF THE FOLLOWING TRADES, PLEASE INDICATE IN THE SPACE BELOW. PLEASE INDICATE NUMBER OF YEARS EXPERIENCE FOR EACH TRADE.

<u>TRADE</u>	<u>YRS.</u>	<u>CONSTRUCTION TRADES</u>	<u>YRS.</u>
Auto Mechanics	_____	Asphalt/Paving	_____
Clerical	_____	Carpentry	_____
Commercial Drivers License (CDL)	_____	Carpet Installation	_____
Electronics Assembly	_____	Cement Work	_____
Food Processing	_____	Drywall	_____
Forklift Operator	_____	Electrical Wiring	_____
Furniture Mover	_____	Fencing	_____
Hotel/Motel Housekeeping	_____	Flagging	_____
Inventory/Shipping/Receiving	_____	Heavy Equipment Operation	_____
Landscape Maintenance	_____	HVAC	_____
Machine Shop	_____	Masonry (Brick/Tile/Etc.)	_____
Mailing Service	_____	Painting	_____
Manufacturing/Fabrication	_____	Pipefitting	_____
Printing Shop	_____	Plumbing	_____
Restaurant	_____	Roofing	_____
Other _____		Welding	_____

PLEASE USE THE SPACE BELOW TO LIST ANY ADDITIONAL TRADE SKILLS, CERTIFICATIONS, TOOLS, ETC. WHICH MIGHT BE USEFUL IN DETERMINING JOB ASSIGNMENTS FOR YOU.

Please indicate preferred method of receiving daily pay: _____ CASH (minimum CDM charges will apply) _____ CHECK

DRUG FREE JOB ASSIGNMENTS - Some job assignments require that all workers assigned to them undergo drug testing. Employees wishing to participate in the *JOHNSON MOVING AND STORAGE* "DRUG FREE CERTIFICATION PROGRAM" may do so under the conditions outlined in our "Policy on Drugs and Drug Testing." A copy of this policy is available upon request. Drug Free Certification makes you eligible for certain job assignments where Drug Testing is a prerequisite. If you choose not to participate, you will still be eligible for jobs where Drug Testing is not required.

_____ INITIAL HERE IF YOU WISH TO PARTICIPATE IN THE "DRUG FREE CERTIFICATION PROGRAM"

EQUAL EMPLOYMENT OPPORTUNITY. It is our policy to seek and employ the best qualified personnel in all of our facilities and to provide equal opportunity for the advancement of employees and to administer all of our personnel policies in a manner that will not discriminate against any person because of race, color, religion, age, sex, marital or veteran status, national origin, ancestry, disability (physical or mental handicap) or any other legally protected status.

CERTAIN JOB ASSIGNMENTS REQUIRE THE USE OF A PERSONAL VEHICLE (CAR, TRUCK, VAN, OR MOTOR CYCLE.) IF YOU WISH TO BE CONSIDERED FOR THESE POSITIONS, CHECK THE BOX BELOW. (Note: Your answer will not affect your eligibility for job assignments not requiring the use of a personal vehicle.)

_____ I am willing to use my personal vehicle, if needed, for a specific job assignment.

HOW DID YOU HEAR ABOUT *JOHNSON MOVING AND STORAGE*? _____

POLICY REGARDING DISPATCH PROCEDURES, EMPLOYMENT AND ARBITRATION

I understand that I am not required to work on any particular day and whether I report in to the *JOHNSON MOVING AND STORAGE* dispatch hall is always my choice. Whenever I wish to register my availability to work, I will visit the dispatch hall and sign in. I know that *JOHNSON MOVING AND STORAGE* is not required to find work for me and is not required to contact me in any way in order to make work available for me. If I do not report to the dispatch hall and sign in, *JOHNSON MOVING AND STORAGE* may assume that I am not available for work on that day.

I understand that after receiving a job assignment, I am free on my own time to leave the dispatch hall and do as I wish until the job assignment starts. I understand the importance of never being late for a job assignment.

If I have a REPEAT TICKET (defined as a request to return to the same job at a later date), I know that I am required to report my availability to *JOHNSON MOVING AND STORAGE* in the manner indicated by the dispatcher at least one (1) hour before the scheduled start time and that if I do not, then *JOHNSON MOVING AND STORAGE* may assume that I am not available to return to work.

I understand that my employment with *JOHNSON MOVING AND STORAGE* is on a day-to-day basis. That is, at the end of the work day, I will be deemed to have quit unless and until I request and receive a work assignment at a later date.

I agree that any disputes arising out of my employment, including any claims of discrimination, harassment or wrongful termination that I believe I have against Johnson Moving and Storage and all other employment related issues (excluding only claims arising under the National Labor Relations act or otherwise within the jurisdiction of the National Labor Relations Board) will be resolved by arbitration as my sole remedy. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules and the decision of the arbitrator shall be final and binding. I understand that Johnson Moving and Storage also agrees to arbitrate in the same manner any claims which the company believes it has against me.

I HAVE READ AND AGREE TO THE ABOVE STATEMENTS.

EMPLOYEE SIGNATURE

DATE