



## Membership Terms & Conditions

Effective as of May 23, 2023

The Independent Carrier Safety Association, an Arizona non-profit corporation (the “Association”) operates as a membership-based organization for authorized motor carriers. Pursuant to the Membership Agreement, each member of the Association (the “Member”) has agreed to abide by these Terms and Conditions (“Terms”) currently in effect and as amended from time to time at the sole discretion of the Association (“Terms”).

### I. MEMBERSHIP APPLICATION PROCESS

A. Membership is available to any motor carrier authorized to transport property in the United States.

B. All motor carriers seeking membership in the Association must complete a membership application and submit the application to the Association. The Association will review each application to determine if such motor carrier is qualified to become a Member. The Association reserves the right to verify any information provided by the prospective member in the application process. If the Association determines, in its sole discretion, that the prospective member is qualified to become a Member, it may offer the carrier the opportunity to join the Association. The Association reserves the right to decline to offer membership to any applicant regardless of eligibility and qualifications in its sole discretion.

### II. MEMBERSHIP LEVELS

A. PLATINUM MEMBERSHIP: Certain membership benefits are restricted to “Platinum” level members of the Association. In order to achieve Platinum level membership, within a specified time period, a carrier must take certain safety related actions, including, but not limited to, (1) installing front facing Event Recorder devices in each power unit, (2) utilizing the data obtained through use of the device to ensure safe driving habits, (3) for each Member with more than one driver, adopting a Drug and Alcohol Policy substantially similar to the model policy provided by the Association, including a “no tolerance” drug policy and hair testing for all drivers, and (4) requiring each driver employed by the carrier to submit to and pass a hair drug test. Each requirement is described in greater detail below.

#### i. Event Recorder:

1. Within thirty (30) days of being offered membership in the Association, each Member will purchase and have installed an in-cab event recorder (“Event Recorder”) approved by the Association in each power unit operated by the Member. In addition, the Member will pay the

monthly subscription payment, monitor the events, analytics, video, and data (collectively the “Monitoring Information”) produced by each Event Recorder and will authorize the vendor of the Event Recorder to distribute the Monitoring Information to the Association.

2. If the Event Recorder monitoring service is terminated, the camera is disconnected, or the Event Recorder stops working for any reason, the Member’s Platinum level membership shall immediately be suspended. If the Member reinstates the Event Recorder monitoring service within thirty (30) days of the termination, the suspension of the Platinum level membership will be lifted. If a Member fails to reinstate the Event Recorder monitoring service within thirty (30) days of the monitoring termination its Platinum level membership will be terminated.

3. The Member will utilize the Monitoring Information to ensure safe driving habits and actions by its drivers. If the Association determines, through its independent review of the Monitoring Information, that the Member has exhibited a disregard of safety practices or demonstrates a pattern of unsafe behavior, the Association may terminate the Member’s Platinum level membership in the Association’s sole discretion. For illustrative purposes only, unsafe behavior may include, but is not limited to, reckless driving, speeding, following too close, and/or a safety performance score indicating unsafe driving practices.

#### **ii. Drug Testing:**

1. Within thirty (30) days of being offered membership in the Association, a carrier must (1) contact Texas Alcohol & Drug Testing Services (TADTS) and arrange for each driver employed by the carrier to submit to a hair drug test through TADTS within ninety (90) days; and (2) obtain a negative result for each drug test. The Member authorizes TADTS to provide the results of the hair tests and any subsequent hair tests that may be obtained to the Association.

2. The Member authorizes the Consortium to provide the results of the hair tests and any subsequent hair tests that may be obtained to the Association.

3. Each Member shall comply with all applicable requirements of Part 382 of the FMCSR. Failure to do so will result in its Platinum level membership being terminated.

**iii. Drug Policy** (Applicable to Members with more than one driver): 1. Each member must implement a drug policy that is substantially similar to the Association’s model policy (provided to Members without charge). The policy must explicitly state that there is a “no tolerance” policy for drug use and provide for hair testing for all drivers.

2. The Member must immediately distribute a notice to its drivers stating that within ninety (90) days of the notice, each driver will be required to undergo hair testing.

3. All new drivers hired by the Member will also be required to undergo hair testing prior to being allowed to drive a commercial vehicle under the Member’s authority.

#### **IV. Additional Requirements**

1. Members must agree to provide ICSA access to their ELD data in a form and manner prescribed by the Association.

2. Members must agree to electronically govern truck/power unit speeds to no more than 68 mph.

**b. GOLD MEMBERSHIP:** Any carrier that wishes to join the Association and cannot or does not intend to meet the Association's requirements for Platinum membership, will be issued a Gold membership. In addition, any Member that fails to continue to meet all of the requirements for Platinum membership may be considered a "Gold" member of the Association at the Association's sole discretion, provided the Member continues to meet all other criteria for membership. While not required to do so, Gold-level members will be able to participate in various Association programs at Association pricing, such as purchase in-cab cameras and enroll in the Association's drug testing consortium. Those members will not, however, be able to participate in those programs reserved for Platinum-level members, such as insurance.

## **II. GENERAL MEMBERSHIP REQUIREMENTS**

a. Each Member must maintain appropriate governmental authority to operate as a motor carrier throughout the term of its membership in the Association.

b. Each Member will pay annual membership dues at the then current rate (the "Dues"), which rate may be changed by the Association at any time in its sole discretion. The Dues will be due and payable upon a Member becoming a member of the Association and annually thereafter on a date determined by the Association. In addition to automatic termination of membership, failure to pay the Dues by the due date may result in assessment of a late payment penalty. The Association is authorized to retain Member's payment information in order to automatically pay the Dues payments, but it will remain Member's obligation to make the Dues payments.

c. A Member must immediately notify the Association upon any material change in its membership, including, but not limited to, contact information, FMCSA safety status, or any breach of the Membership Agreement, including, but not limited to, these Terms, or any other member rules.

d. The Association's preferred method of communication with Members is electronic both via e-mail and text (SMS) messages. Members must maintain both a (1) current e-mail address and (2) text (SMS) message compatible phone number in the Association's records to ensure prompt receipt of Association communications. All Members authorize the Association to communicate with the Member through both email and text (SMS) message.

## **III. TERMINATION OF MEMBERSHIP BY THE ASSOCIATION**

a. If a Member's authority to operate as a motor carrier is revoked or a Member's FMCSA safety rating is changed to "Unsatisfactory", the Member's membership may be immediately terminated. Membership may be reinstated if the Member obtains the necessary governmental authority or safety rating within sixty (60) days.

b. The Member's membership will be automatically terminated if a Member fails to timely pay Dues.

c. The Association may terminate the Member's membership if (1) the Member breaches the Membership Agreement, including, but not limited to, any of these Terms, or otherwise fails to abide by member rules as set by the Association from time to time, or (2) engages in acts or omissions that damage or may cause damage to the mission and purpose of the Association, or for any other reason the Association determines it is in the best interest of the Association. The procedures set forth in the Bylaws of the Association will be followed in terminating a Member's membership.