



WTA Services, Inc. is a wholly owned subsidiary of the WTA
DRUG AND ALCOHOL TESTING PROGRAM

AGREEMENT FOR DRUG TESTING AND OTHER SERVICES

THIS AGREEMENT (“Agreement”) is between WTA Services (“WTAS”), a corporation located at 930 South 336th Street, Suite B, Federal Way, Washington and the undersigned referred to as “Member.”

WTAS has agreed to make available to members of the Washington Trucking Associations (“WTA”) drug testing programs for their employees and other services offered by California Drug Testing Associations (“CDTA”). The drug testing program is established to assist WTA members to comply with state and federal law requiring employee drug testing. Members may also purchase additional services from CDTA. The individual WTA members, not WTAS or WTA, are responsible for all fees to CDTA for any and all services.

1. Member. Member is a WTA member and/or is a motor carrier conducting operations in intrastate or interstate commerce (including the provision of services through owner/operators). Member is required to comply with state and federal law regarding employee drug testing and desires to participate in the program.

2. Program Services. WTAS has entered into a contract with CDTA regarding employee drug testing. The initial fees for such CDTA services are attached hereto in Appendix A. CDTA offers other services to WTA members which Member, in its sole discretion, may choose to utilize. The initial fees for such services are also set forth in Appendix A.

3. WTAS Status and Responsibility. WTAS is acting as an intermediary to assist WTA members to implement such drug testing programs as may be required by state and federal law. WTAS has selected CDTA to provide services to permit Member to comply with state and federal law on employee drug testing. CDTA may provide other services to Member. WTAS will pass fees for such drug testing and other services received from Member through to CDTA. WTAS will receive commissions from CDTA as compensation for acting as an intermediary.

Member is solely responsible for determining whether it needs to participate in any program offered by CDTA, including those relating to federal and state employee drug testing.

CDTA is solely responsible for the content and quality of the materials and services provided by it. WTAS has not participated in the preparation of any material or provision of any services needed by WTA members to comply with the state and federal law on employee drug testing and makes no representation or warranty as such materials or services. WTAS makes no warranty as to such other services as may be provided by CDTA to Member.



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4. Indemnity and Hold Harmless. Member agrees to indemnify, defend and hold WTAS and/or WTA, their directors, officers, employees and agents harmless from any and all claims, demands, judgments or liabilities of any kind or nature made or entered against WTAS and/or WTA, their directors, officers, employees and agents, during the existence of this Agreement or after termination of the Agreement, by any third party, governmental or non-governmental, arising out of or related in any way to any act or omission of Member, its agents, servants, contractors, employees, and owner/operators as a participant in the employee drug testing program and use of, or failure to use, the CDTA materials and services or otherwise. This Agreement includes, but is not limited to, claims of insufficiency of the materials or services furnished under the program. Member similarly agrees to indemnify, defend, and hold WTAS and WTA harmless from claims of third parties for loss or damage to person or property arising from occurrences caused or contributed to by Member and its agents, servants, employees, contractors, and owner/operators. Member will pay all costs incurred by WTAS and/or WTA including attorney fees and costs in defending against any such claims.

5. Withdrawal/Termination. Member may withdraw from the drug testing program or other services at any time upon prior 30 days written notice to WTAS. The participation by a Member may be suspended by WTAS if Member fails to pay monetary obligations incurred to CDTA and/or any other person or agency involved in providing material and services furnished to Member in the course of carrying out the program. Member's participation may be terminated, upon notice to Member, if Member fails to cure any financial arrearages for drug testing and other services.

The drug testing program and other services provided by CDTA may be terminated by WTAS on prior written notice of not less than thirty (30) days if WTAS decides, in its sole and absolute discretion, to discontinue participation in CDTA's drug testing program and other services. Member's indemnity and hold harmless obligations shall not be affected by termination of this agreement.

6. Acceptance/Agreement. Upon acceptance of this Agreement by WTAS, each and every term becomes binding, and constitutes the sole agreement WTAS and Member on the subject matter hereof.

7. Invalidation. Member agrees that failure to fully comply with state and/or federal law on the employee drug testing will invalidate this Agreement with WTAS.

8. Enforcement. In the event that Member breaches this Agreement and WTAS and/or CDTA is thereby compelled to institute legal action to enforce the terms of the Agreement, including but not limited to Member's financial obligation to CDTA, the prevailing party in such legal action shall be entitled to recover its attorney fees and legal expenses.



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DATED this ___ day of _____, _____.

Member Name

Member Address

City, State, Zip Code

By: _____

Please check one:

- Single truck operator
- Multiple truck operator

WTA Services, Inc.

By: _____

Please keep a copy for your records and return original document to:

WTA Services, Inc.
930 South 336th Street, Ste B
Federal Way WA 98003