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**Membership Terms & Conditions**

Effective as of April 1, 2021

The Independent Carrier Safety Association, Inc., an Arizona non-profit corporation (the “Association”) operates as a membership-based organization for authorized motor carriers. Each member of the Association (“Member”) must agree to abide by the Terms and Conditions (“Terms”) as set forth herein. The Terms can be amended or modified at any time by the Association in its sole discretion.

* All motor carriers seeking membership in the Association will 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 will offer the carrier the opportunity to join the Association.
* 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 follicle testing for all drivers, and (4) requiring each driver employed by the carrier to submit to and pass a hair follicle drug test.
* If a Member breaches any of the Terms the Association may suspend or revoke the Member’s membership or revoke the Member’s Platinum status.
* Members shall notify the Association upon any material change, including, but not limited to, contact information, FMCSA safety status, or any breach of the Terms. The Association’s preferred method of communication with Members is via e-mail. Members should maintain a current e-mail address in the Association’s records to ensure prompt receipt of Association communications.
1. **GENERAL MEMBERSHIP REQUIREMENTS.** The following policies apply to all Members:
	1. Membership is available to any motor carrier authorized to transport property in the United States. A Member shall maintain appropriate governmental authority throughout the term of its membership in the Association. If a Member’s authority to operate as a motor carrier is revoked or a Member’s safety rating is changed to “Unsatisfactory", the Member’s membership in the Association shall be immediately suspended.
	2. Each Member shall pay annual membership dues at the then current rate (the “Dues”). The Dues shall be due and payable on a date that the Member determined by the Association. Failure to pay the Dues by the due date shall result in the suspension or revocation of the Member’s membership. The amount of the Dues shall be subject to change in the Association’s sole discretion.
	3. ICSA offers two levels of membership: Platinum and Gold. Any member of the Association that has not met the requirements for Platinum level membership, as described below, will be considered a “Gold” member of the Association.
2. **PLATINUM LEVEL MEMBERSHIP.** In order to be considered a “Platinum” level member of the Association, each motor carrier member must meet the following safety requirements:
	1. **Event Recorder**:
		1. Within thirty (30) days of being offered membership in the Association, each Member shall 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 shall monitor the events, analytics, video, and data (collectively the “Monitoring Information”) produced by each Event Recorder and shall 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 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 revoked. The Member may retain a Gold membership in the Association provided it continues to meet all other criteria for membership.
		3. The Member shall 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 suspend or revoke Member’s Platinum level membership in the Association 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.
	2. **Drug testing consortium**:
		1. Within sixty (60) days of being offered membership in the Association, a carrier must (1) join a drug testing consortium approved by the Association (the “Consortium”); (2) cause each driver employed by the carrier to submit to a hair follicle drug test through the Consortium; and (3) obtain a Negative result for each drug test.
		2. If a Member terminates its participation in the Consortium at any time, the Member’s Platinum level membership will be suspended. If the Member reinstates participation in the Consortium within thirty (30) days of the initial termination the suspension of the Member’s Platinum level membership will be lifted. If a Member fails to reinstate participation in the Consortium within thirty (30) days of the initial termination its Platinum level membership will be revoked. The Member may retain a Gold membership in the Association provided it continues to meet all other criteria for membership.
		3. The Member authorizes the Consortium to provide the results of the hair follicle tests and any subsequent hair follicle tests that may be obtained to the Association.
	3. **Drug Policy** (Applicable to Members with more than one driver):
		1. Each member must implement a drug policy that is substantially similar to the ICSA 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 follicle testing for all drivers.
		2. The Member must immediately distribute a notice to its drivers stating that within sixty days of the notice, each driver will be required to undergo hair follicle testing. A model notice is available to Members. The Member must provide negative results for the hair follicle testing of all drivers within a total of sixty days of joining the Association. Further instructions will be provided by the Association.
		3. All new drivers hired by the Member will also be required to undergo hair follicle testing prior to being allowed to drive a commercial vehicle for the Member.
3. **Gold Membership**: Any carrier that wishes to join the Association simply to have access to safety training, information and education, and does not intend to meet the Association’s requirements for Platinum membership, will be issued a Gold membership. Such Members are not required to purchase or install in-cab cameras or enroll in the Association’s drug testing consortium but will be able to voluntarily access these services at ICSA pricing.

IV. ADDITIONAL TERMS: Membership in the Association is non-transferable.

* 1. Each Member authorizes the Association to share member information with third parties the Association designates, for example, with insurance providers who are engaged by the Association to market or provide services to Association members.
	2. The Member and the Association intend that the sole relationship between the parties is the carrier’s membership in the Association. No other relationship or connection between the Member and the Association is intended or created hereby, including, but not limited to, a partnership, joint venture, agency principal, or other relationship.
	3. The Member agrees to indemnify the Association for any and all liability that may arise as a result of the Member’s membership in the Association. The Member’s indemnity obligation shall survive termination of the Member’s membership in the Association.
	4. The Association reserves the right to decline to offer membership to any applicant and a Member’s membership may be suspended or revoked with or without cause at the Association's discretion. A suspended or terminated Member will not be entitled to receive a refund of paid membership dues. Cause for suspension or revocation of membership shall consist of, but not be limited to, violation of the Terms, loss of operating authority, or any other activity deemed by the Association to make the carrier ineligible for membership.
	5. If the Association decides to revoke a Member’s membership for cause, except for violation of the Safety Requirements in Section II or the non-payment of dues, the following process shall apply:
		1. At least fifteen (15) days prior to the effective date of the revocation the Association shall provide written notice to the Member stating the reasons for the revocation of membership. Such notice may be transmitted electronically.
		2. The Member may respond to the revocation notice, in writing, to the Association, not later than five (5) days before the effective date of the revocation.
		3. If the Member provides a timely written response to the revocation notice, the Association shall determine whether to proceed with the revocation or rescind the revocation notice. In making its decision, the Association will consider relevant facts and circumstances. The Association will provide written notice of its decision to Member within ten days after receipt of the Member’s response to the revocation notice.