



Membership Terms & Conditions

Effective as of November 1, 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, at the sole discretion of the Association, 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 at the sole discretion of the Association.

II. MEMBERSHIP LEVELS

A. **PLATINUM MEMBERSHIP:** Certain membership benefits are restricted to “Platinum” level members of the Association. [No member shall be considered for coverage under the Association’s insurance group until Platinum member requirements are met.](#) 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) install a front facing camera (Event Recorder) device in each power unit, (2) assign a driver to each Event Recorder and utilize the data obtained through use of the device to ensure safe driving habits, (3) achieve and maintain an acceptable ICSA Safety Score, (4) for each Member with more than one driver, adopt a Drug and Alcohol Policy substantially similar to the model policy provided by the Association, including a “zero tolerance” drug policy and hair testing for all drivers, (5) require each driver employed by the carrier to submit

to and pass a hair drug test, (6) provide telematics information and access to the Association, and pay a monthly telematics fee as determined by the Association; and (7) electronically limit the speed of each power unit to no more than 68 miles per hour. Each requirement is described in greater detail below.

a. **Event Recorder:**

- i. Prospective members who have already installed event recorders from an approved vendor will not be required to purchase event recorders from or through the Association. The Member must provide access to its data from these devices to the Association.
- ii. Within thirty (30) days of being offered membership in the Association, each Member must have installed an in-cab event recorder (“Event Recorder”) approved by the Association in each power unit operated by the Member. The Association may offer for sale or lease event recorders to its members subject to the terms described in purchase or lease agreements with preferred vendors.
- iii. Each Member will 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. These conditions and the 30-day time limit apply to new equipment added to the carrier’s coverage during the term of the policy.
- iv. If the Event Recorder monitoring service is terminated, the camera is disconnected, the Event Recorder stops working for any reason, or the member fails to pay the monthly Event Recorder subscription fee, the Member’s Platinum membership shall immediately be suspended. If the Member reinstates or restores the Event Recorder monitoring service within thirty (30) days of the termination, the suspension of the Platinum 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 membership will be terminated.
- v. The Member will assign each driver to an Event Recorder and ensure that the vehicle’s Event Recorder is assigned to an individual driver each time a vehicle is operated.
- vi. 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 membership at 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.

b. ICSA Safety Score:

Upon joining the Association, the Member shall achieve and maintain a satisfactory ICSA Safety Score to be determined by the association. The score is subject to change at the sole discretion of the Association.

c. Drug testing:

- i. Within thirty (30) days of being offered membership in the Association, a carrier must (1) cause each driver employed by the carrier to submit to a hair drug test through an entity designated by the Association; and (2) obtain a negative result for each hair test.
- ii. If the laws applicable to an individual Member require that a longer period of time be given to perform a hair drug test on an existing employee, additional time shall be granted, but no more than the minimum time required by law.
- iii. All new drivers hired by the Member will also be required to undergo hair testing prior to being allowed to drive a commercial vehicle operated under the Member's authority.
- iv. The Member authorizes the entity that performed the drug testing to provide the results of the hair tests and any subsequent hair tests that may be performed on behalf of the Member to the Association.

d. Drug and Alcohol Policy:

- i. Each member that operates more than one power unit must implement a drug and alcohol policy that is substantially similar to the Association's model policy (provided to Members without charge). The policy must explicitly state that there is "zero tolerance" policy for drug use and provide for mandatory hair testing for all drivers.

e. Telematics Data:

Each Member hereby authorizes the Association to access the telematics data from the Electronic Logging Device (ELD) linked to each power unit operated by the Member. The Member shall take any steps necessary to ensure that such data is accessible by the Association and shall pay a reasonable monthly telematics fee for this purpose. Failure to continuously meet the telematics requirement and failure to pay the monthly telematics fee will be cause for cancellation of the Member's Platinum membership.

f. **Speed Limiters:**

- i. Each member shall cause all commercial motor vehicles operated under their authority and manufactured in 1995 or later to have the speed electronically limited to no more than 68 miles per hour.

- g. **GOLD MEMBERSHIP:** Any carrier that wishes to join the Association and cannot or does not wish to meet the Association's requirements for Platinum membership, will be considered a Gold member. In addition, any Member that fails to continue to meet 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 members will be able to participate in various Association programs at Association pricing, such as the purchase of in-cab cameras. Those members will not, however, be able to participate in those programs reserved for Platinum membership, such as insurance coverage through the Association's group program.

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. In addition, each Member must remain in compliance with all laws and/or regulations pertaining to the motor carrier industry.
- 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 at the sole discretion of the Association. 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 possible termination of membership at the Association's sole discretion, failure to pay the Dues by the due date may result in assessment of a late payment penalty.
- c. In addition to membership dues, Platinum members insured under the Association's group program will pay a monthly subscription fee for event recorder services as described herein and a monthly telematics surcharge for the Association to obtain a carrier's telematics information as required herein.
- d. Membership in the Association shall automatically renew on an annual basis unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current term. The Association is authorized to retain Member's payment information in order to automatically pay the Dues payments when due, but it will remain Member's obligation to pay the Dues on a timely basis.
- e. A Member must immediately notify the Association upon any material change, 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.

- f. 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) messages.

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 terminated at the sole discretion of the Association 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, 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 Membership Agreement current at the time of termination will be followed in terminating a Member's membership.