

Broker-Carrier Agreement

New Carrier Packet

Required documentation to activate as New Carrier:

* Carrier Profile (Fully Completed)
* Broker/Carrier Contract (Completed, Signed and Initialed)
* W-9 (Signed)
* A Copy of your “Letter of Authority”
* ACH/ EFT Request Completed with submission of voided check
* Insurance Certificate for:
* $100,000 Cargo Coverage (issued to Broker)
* $1,000,000 Auto Coverage (issued to Broker)
* $1,000,000 General Liability (issued to Broker)
* Workers Compensation as required by the State Law\*

We need the following to be shown as certificate holder on your insurance:

Big Freight Systems Inc

Submit these items to [Certificates@bigfreight.com](mailto:Certificates@bigfreight.com) to complete your application to be a carrier with Big Freight Systems Inc. and its affiliated entities with the Daseke, Inc. group of companies (“Broker Affiliates”).

Thank you for your consideration and help with completing your carrier file.

*\*If you do not have Workers Compensation Coverage please notify us when you submit your New Carrier Packet.*

**BROKER/CARRIER AGREEMENT**

As of the Effective Date (defined below), Big Freight Systems Inc, on behalf of itself and each of its affiliates identified on Schedule 1 attached to this Agreement (each individually, “Broker”) enters into this Broker/Carrier Agreement (this “Agreement”) with [Company Name], a [(state of formation) limited liability company/corporation] (“Carrier”), (Carrier and Broker, individually “Party” and together, “Parties”).

**Background**

A. Broker is licensed as a property broker by the Federal Motor Carrier Safety Administration (“FMCSA”), or by appropriate state agencies, and as a licensed or registered broker, arranges for freight transportation; and

B. Carrier is authorized to operate in inter-provincial, interstate and/or intrastate commerce, is registered, if required, with each applicable State in the U.S. and/or Province in Canada as is necessary and is qualified, competent and available to provide for the transportation services required by Broker; and

Accordingly, the Parties agree as follows:

**Agreement**

1. **APPLICABILITY**.
   1. This document sets out the terms of multiple, independent transactions. Each transaction will be between Carrier and the undersigned or one of the entities identified as Broker on Schedule 1. Each transaction will be considered a separate contract involving the individual Broker entity requesting the Services (as defined in Section 4(a) below) and Carrier. The liability of each of the Broker entities for each transaction will be several (not joint). The entity signing below on behalf of Broker is authorized, by way of its common controlling entity to bind each of the other Broker entities listed in Schedule 1 only for the Services pursuant to this Agreement.
   2. For each transaction, the parties will prepare and sign a “Rate Confirmation Sheet” (the “Rate Sheet”). The Rate Sheet or the shipment information tendered through electronic data interchange (“EDI”), will identify the specific parties and other additional terms of the specific transaction. Any additional provisions on the Rate Sheet or the shipment information tendered through EDI (“EDI Shipment Info”) shall be binding between the Carrier and the Broker referenced in the applicable Rate Sheet or EDI Shipment Info. In the event of a conflict between this Agreement and the terms of a Rate Sheet or the EDI Shipment Info, the Rate Sheet and the EDI Shipment Info shall control (but only for the transaction identified in the applicable Rate Sheet or EDI Shipment Info). The form Rate Sheet is attached as Appendix A.
2. **TERM AND TERMINATION**.
   1. The Term of this Agreement shall be for one (1) year. At the end of each year, the Term will automatically renew for another year. Both Parties may terminate this Agreement at any time in writing with 30 days advance notice.
   2. Broker may terminate this Agreement if Carrier: (i) cannot legally perform its obligations under this Agreement; (ii) files for bankruptcy, seeks creditors’ protection, or becomes insolvent; or (iii) breaches this Agreement. The termination is effective when Carrier receives notice in writing from Broker.
3. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW**.
   1. The Parties enter into this Agreement in accordance with 49 U.S.C. § 14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §§ 13101 through 14914 that are contrary to specific provisions of this Agreement.
   2. Carrier shall be in full compliance with all federal, state, provincial, territorial, and local laws, regulations, rules, and ordinances which apply to Carrier and its business or the Services contemplated herein (collectively, “Applicable Law”).
   3. ***Safety Ratings***. During the term of this Agreement, Carrier must not have an “Unsatisfactory” safety rating as determined by the Federal Motor Carrier Safety Administration (“FMCSA”). If Carrier receives an “Unsatisfactory” or “Conditional” safety rating, it will immediately notify Broker. Carrier will not use any carrier or subcontractor with an “Unsatisfactory” safety rating even if Broker authorizes use of another carrier or subcontractor.
4. **PERFORMANCE OF SERVICES**.
   1. Carrier agrees that it is an independent contractor under this Agreement. The Parties understand and agree that the relationship between the Parties is and will remain that of independent contractors and that no employer-employee, franchisor-franchisee, or principal-agent relationship exists or is intended. Carrier agrees that it has complete responsibility for all provincial, state and federal taxes, assessments, insurance (including, but not limited to, workers’ compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation services provided under this Agreement (the “Services”). Additionally, Carrier (through its driver) shall be solely responsible for controlling the method, manner and means of accomplishing the Services, including route selection.
   2. Carrier agrees that this Agreement applies to all shipments handled by Carrier for Broker. This Agreement and the applicable Rate Sheet or EDI Shipment Info control the relationship between the Parties as to each individual transaction. The Carrier’s tariff, terms and conditions, service guide, bill of lading, and similar documents do not apply to the Services. Notwithstanding the foregoing, the bill of lading shall apply to the Services solely in the limited capacity described in Section 5 below.
   3. Carrier shall transport all shipments without delay. This Agreement does not grant Carrier an exclusive right to perform any services for Broker or the entity that has retained Broker (hereinafter, the “Customer”). If the applicable Broker uses EDI, the Carrier agrees that any load tendered through EDI by that Broker to Carrier will be considered accepted upon Carrier’s electronic receipt of the EDI transfer for such load. Otherwise, if EDI is not utilized by the Broker, then Carrier agrees that any load tendered to it by Broker will be considered accepted upon Broker’s receipt of a signed Rate Sheet from Carrier.
   4. Carrier’s drivers will register with MacroPoint, if required by shipper, at time of pick up to facilitate automated check-calls. Failure of Carrier’s drivers to comply will result in a charge back of $50 per day until the Carrier’s driver registers with MacroPoint.
5. **RECEIPTS AND BILLS OF LADING**. Each shipment shall be accompanied by a bill of lading which names Carrier as the transporting carrier. Broker’s status as a property broker will not be affected by any bill of lading which erroneously names Broker as a “carrier”. Upon delivery of each shipment, Carrier shall require the recipient sign a receipt showing the kind and quantity of product delivered. The terms and conditions of any bill of lading or other freight documentation used by Carrier or its subcontractors will not supplement, alter, or modify the terms of this Agreement. If Carrier fails to issue a bill of lading, Carrier is still responsible for any shipment it accepts under this Agreement. Carrier shall notify Broker immediately of any exception noted on the bill of lading or delivery receipt.
6. **CARRIER’S OPERATIONS**.
   1. Carrier shall, at its sole cost and expense: (i) furnish all equipment required to properly perform the Services hereunder (the “Equipment”); (ii) ensure that the Equipment, particularly to be used to perform the Services has not previously been used to transport solid or liquid waste or garbage of any kind (hazardous or nonhazardous); (iii) maintain the Equipment in good repair, mechanical condition and appearance; and (iv) provide Broker with accurate records of Equipment use upon request.
   2. Carrier shall have full control of, and shall be legally responsible for, the acts and omissions of each of its employees, agents, contractors, and subcontractors who provide the Services (its “Personnel”). All of Carrier’s Personnel shall be fully qualified, competent, and legally licensed in compliance with all Applicable Law to perform the Services. Carrier shall be solely responsible for all Personnel costs. By accepting a shipment under this Agreement, Carrier warrants that it will assign a driver who has sufficient time remaining under the applicable hours of service regulations to complete the duties assigned by the Carrier.
   3. Carrier shall be solely responsible for making sure that the Services comply with all Applicable Law. This includes rules and laws about over-dimension and overweight loads and air quality and environmental standards including, but not limited to, those of the California Air Resources Board (“CARB”). Carrier is responsible for choosing routes that comply with all Applicable Law and for ensuring that shipments are not damaged in transit.
   4. Carrier must comply with 49 CFR Part 395 regarding use of Electronic Logging Devices (“ELDs”). Carrier must have on-board each vehicle an ELD from a provider listed on the FMCSA’s ELD registry and must notify Broker if the provider is removed from the registry or if the ELD malfunctions while Services are being provided by Carrier to Broker.

1. **RATES & PAYMENTS**.
   1. Carrier will invoice and Broker will pay the rates and charges for the Services as stated in the Rate Sheet or EDI Shipment Info. Carrier agrees that there are no other applicable rates or charges except those set forth explicitly in the Rate Sheet or EDI Shipment Info.
   2. Carrier shall submit an invoice and all appropriate supporting paperwork within fourteen (14) days of delivery. Carrier will fax or email proof of delivery to Broker within twelve (12) hours of delivery unless the Rate Sheet or EDI Shipment INFO requires a shorter timeframe for providing Proof of delivery. Supporting paperwork includes a legible copy of Carrier’s freight bill, bill of lading, or other document evidencing delivery of the load in good condition and free of all claims. The supporting paperwork must be signed by a representative of the recipient. Broker will pay Carrier within thirty (30) days (or less depending on the applicable Broker’s quick pay programs) after it receives Carrier’s invoice and all supporting paperwork. Carrier will be liable to Broker for any and all revenues that are uncollectible by Broker because of Carrier’s failure to timely provide all supporting paperwork.
   3. Carrier agrees that Broker has the exclusive right to handle all billing to the Customer for all Services. Carrier shall not engage in any collection efforts against the shipper, receiver, or the Customer unless Broker expressly authorizes Carrier to do so in writing, If Broker authorizes Carrier to conduct collection efforts, Carrier’s sole recourse will be against such party. Once Broker pays Carrier for any Services, all of Carrier’s rights to payment for those Services is hereby automatically assigned to Broker.
   4. If Carrier does not submit an invoice and all supporting documentation within one hundred eighty (180) days of delivery, it will be deemed to have waived its right to payment for those Services. All claims for undercharges must also be brought within one hundred eighty (180) days of the original invoice related to such claim. If Carrier has timely complied with the foregoing, Carrier must bring suit for any unpaid amounts within eighteen (18) months of the date of delivery, or its right to sue or otherwise seek payment shall be waived.
2. **WAIVER OF CARRIER’S LIEN**. Carrier may not withhold any goods transported under this Agreement as a result of any dispute with Broker over any issue related to this Agreement (including nonpayment). Carrier is relying upon the general credit of Broker and waives and releases all liens which Carrier might otherwise have to any goods of Broker or its Customer which may be in the possession or control of Carrier.
3. **FREIGHT LOSS, DAMAGE OR DELAY**. Carrier will have the sole and exclusive care, custody and control of the cargo from the time it is delivered to Carrier until the recipient has accepted delivery and executed appropriate receipts. Except as otherwise provided herein, Carrier is liable for loss of, damage to, or delay of Goods according to the provisions of 49 U.S.C. § 14706 (the Carmack Amendment).
   1. Carrier shall notify Broker immediately in the event any cargo is lost, stolen, damaged, or destroyed, and if Carrier becomes aware that a delivery will be late.
   2. Carrier shall be liable for the full actual value of any cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon Broker by the cargo claimant. Unless it is specified on the Rate Sheet or EDI Shipment Info for a specific load, no limitation of liability shall apply. Broker’s agreement to a limitation for one shipment shall not be construed as a waiver of full liability with respect to any other shipment tendered to Carrier.
   3. Broker or its Customer may specify the value of the cargo or maximum liability for the shipment on the Rate Sheet, EDI Shipment Info, or bill of lading. In that case, Carrier’s acceptance of the load shall evidence Carrier’s acknowledgement it will be liable for the full actual value of the cargo. Carrier agrees to maintain cargo insurance of at least the full actual cargo value. Upon request, Carrier will provide Broker or Customer evidence of sufficient cargo insurance limits. The insurance will also comply with all other provisions of this Agreement.
   4. Carrier waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. Carrier shall pay to Broker, or allow Broker to deduct from (set off) any amount Broker owes to Carrier, Customer’s full actual loss for the kind and quantity of goods that are lost, delayed, damaged or destroyed, except where not allowed by law. Payment by Carrier to Broker or its Customer shall be made within thirty (30) days following Carrier’s receipt of Broker’s or Customer’s undisputed claim and supporting documentation. Carrier shall fully assist Broker in investigating any claim for cargo loss, damage, delay, or destruction.
   5. Carrier waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
   6. Exclusions from coverage contained in Carrier’s Cargo Insurance as required herein shall not affect Carrier’s liability for freight loss, damage, or delay.
4. **INSURANCE**. Carrier shall obtain and keep in force, at its sole cost and expense, the following insurance coverages from reputable and financially responsible insurance companies authorized to do business in the applicable state(s). Each carrier must have an A.M. Best rating of A-, VII or better (or be otherwise reasonably acceptable to Broker):
   1. Public liability and property damage insurance (“AL”) covering all owned, non-owned, and hired vehicles insuring Carrier in an amount not less than $1,000,000.00 (U.S. Dollars) per occurrence; this policy must include a Sudden and Accidental Pollution Endorsement (CA 9948);
   2. Commercial General Liability (“CGL”) Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than $1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover Carrier’s contractual liability under this Agreement;
   3. All Risk Broad Form Motor Truck Cargo Legal Liability (“Cargo”) insurance in an amount not less than $100,000.00 (U.S. Dollars) per occurrence. Coverage shall be for the full actual value of the components, including freight and cleanup costs, or $100,000.00 (U.S. Dollars) per truckload, whichever is greater. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement;
   4. Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state law;
   5. All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against Broker, and are required to respond and pay prior to any other available coverage. Carrier shall furnish written certificates to Broker from the insurance carrier showing that such insurance has been procured and is being properly maintained, the expiration date, and specifying that written notice of shall be given to Broker at least thirty (30) days prior to any cancellation or modification of the policies. These designations shall be evidenced by an endorsement on the certificates of insurance. Upon request of Broker or its designated insurance consultant, Carrier shall provide Broker, Broker’s consultant, or Customer with copies of the applicable insurance policies. Nothing in this Agreement shall be construed to avoid or limit Carrier’s liability due to any policy limits or exclusion or deductible in any insurance policy.
5. **INDEMNITY**. **Carrier shall defend, pay, reimburse, indemnify, and hold Broker, its Customer, and each of their affiliated entities (the “Broker Parties”) harmless from and against all direct or indirect loss, liability, damage, claim, fine, cost or expense, including reasonable attorney’s fees, arising out of or in any way related to the performance or breach of this Agreement by Carrier or its Personnel (collectively, the “Claims”), including, but not limited to, Claims for or related to personal injury (including death), property damage and Carrier’s possession, use, maintenance, custody or operation of the Equipment; provided, however, that Carrier’s indemnification and hold harmless obligations under this paragraph will not apply to the prorated extent that any Claim is directly and proximately caused by the negligence or other wrongful conduct of the Broker Parties. Carrier hereby expressly waives any exclusive remedy defense, including, but not limited to, those available under any workers’ compensation or other occupational accident statutory regime, to the extent necessary to effectuate Carrier’s obligations under this provision. this provision shall expressly survive any termination of this Agreement.**
6. **HANDLING, LOADING AND SEALING**.
   1. Carrier shall comply with all handling instructions provided by the shipper, consignor or consignee (including such instructions that may be passed through to Carrier by Broker). If Carrier receives contradictory or confusing instructions regarding any shipment, Carrier shall obtain all necessary clarifications confirmed in writing via email or text before it accepts the shipment.
   2. Unless a shipment is loaded and sealed prior to their arrival, the manner of loading and securing freight upon Equipment shall be the responsibility of Carrier Personnel. Carrier shall inspect any unsealed loads prior to departing. Carrier represents that each driver shall be competent to manage the loading and transportation of the goods subject to this Agreement.
   3. When required by Broker, the shipper or the consignor, Carrier shall secure shipments with a serialized seal. Carrier shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. Carrier shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as required by law enforcement personnel, under no circumstances shall Carrier or any of its personnel break any seal without the express consent of Broker. Carrier shall immediately notify Broker to report a missing or broken seal.
   4. If law enforcement personnel require Carrier to break any seal on any shipment, Carrier shall document such fact on the bill of lading or other form of manifest by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, Carrier shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest. As soon as reasonably possible following such an inspection, Carrier shall notify Broker (or the consignee of the shipment if Broker cannot be contacted) of the events leading to the unsealing of the shipment.
   5. Carrier shall bear the sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.
7. **CONFIDENTIALITY AND NON-SOLICITATION**. Neither Party may disclose the terms of this Agreement to a third party without the written consent of the other Party, except: (1) as required by law or regulation; (2) disclosure to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent if such agent agrees to keep the terms of the Agreement confidential. Carrier will not accept shipping business, either directly or indirectly, from any shipper, consignor, consignee or customer of Broker (a “Broker Contact”) where: (1) the Broker Contact’s business first became known to Carrier as a result of the efforts of Broker; or (2) shipments for the Broker Contact were first tendered to Carrier by Broker. If Carrier breaches this Agreement and provides services to a Broker Contact during the term of this Agreement or for twelve (12) months after any termination of this Agreement without utilizing the services of Broker, Carrier shall be obligated to pay Broker commissions in the amount of twenty percent (20%) of the transportation revenue from such Broker Contact during the period beginning with the first shipment in violation of this Agreement and ending fifteen (15) months thereafter. Carrier shall provide Broker with all documentation requested by Broker to verify such revenue. Carrier shall not utilize Broker’s or the Customer’s name or identity in any advertising or promotional communications without written consent. This provision shall expressly survive any termination of this Agreement.
8. **NO “DOUBLE BROKERING”.** Carrier agrees that all freight tendered to it by Broker shall be transported on Carrier’s Equipment or equipment operating solely under Carrier’s motor carrier authority, and that Carrier shall not subcontract, broker, or otherwise allow the freight to be transported by a third party without Broker’s prior written consent. If Carrier breaches this provision, Carrier shall remain directly liable to Broker and shall further hold harmless and indemnify Broker from any and all loss, liability, damage, claim, fine, cost or expense (including reasonable attorney’s fees) arising out of or in any way related to such violation or the conduct or omissions of Carrier, the subcontractor, or any other third party. If Carrier violates this Section 14, in addition to any other rights and remedies available to Broker, Broker may, in its sole discretion, pay the underlying carrier directly, which payment will relieve Broker of any and all payment obligations to Carrier with respect to such load. This provision shall expressly survive any termination of this Agreement.
9. **BROKER’S RECORDS**. Carrier hereby waives its right to obtain copies of Broker’s records as provided under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that Carrier obtains records set forth in 49 C.F.R. §371.3 by any means whatsoever, Carrier agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing Customers of Broker. Carrier further agrees and understands that all such records comprise Broker’s confidential information and trade-secrets. Nothing in this section is intended to relieve Carrier of any other obligations imposed upon it by this Agreement, or to limit any rights of Broker to enforce such obligations.
10. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT**. This Agreement may not be assigned or transferred in whole or in part by Carrier without Broker’s prior written consent. This Agreement supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by Carrier. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement.
11. **SEVERABILITY**. If any portion of this Agreement results in a violation of any law, the Parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.
12. **WAIVER**. Carrier and Broker expressly waive any and all rights and remedies allowed under 49 U.S.C. §14101 to the extent that such rights and remedies conflict with this Agreement. Failure of Broker to insist upon Carrier’s performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any Broker’s rights or privileges herein.
13. **NOTICE**. All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery, or sent by electronic mail to notices@daseke.com with a duplicate copy sent by first class mail, postage prepaid, to the address for each party set forth on the signature page below.
14. **DISPUTE RESOLUTION**. This Agreement shall be governed by the laws of the Province of Manitoba. In the event of any disagreement or dispute, the laws of Manitoba shall apply except to the extent superseded by applicable federal law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Winnipeg, MB in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties hereby agree and consent to such venue and waive any objection to it. In the event either party incurs legal fees, costs or expenses (including reasonable attorneys’ fees) in enforcing any of the provisions of this Agreement, or in exercising any right or remedy arising out of any breach of this Agreement by the other party, the prevailing party shall be entitled to receive such legal fees, costs, and expenses from the other party.

1. **COMPLETE AGREEMENT**. This Agreement supersedes all prior agreements between the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both PARTIES. Notwithstanding the foregoing, if a secondary agreement (including any addendums or riders) exists between another Broker listed in Schedule 1and Carrier that has more restrictive obligations to the Carrier, this Agreement shall not supersede that agreement between those parties.
2. **REPRESENTATION ON AUTHORITY OF PARTIES AND SIGNATORIES**. Each Party represents and warrants that their signatory is duly authorized and has the legal capacity to execute and deliver this Agreement. Each [arty represents and warrants that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on such Party and enforceable in accordance with its terms.

[*Signature Page to Follow*]

To evidence the Parties’ agreement to this Agreement, the Parties have executed and delivered this Agreement on the last date listed below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Broker:** | | | **Carrier:** | | | |
| Big Freight Systems Inc  By: | | | [COMPANY NAME]  By: | | | |
| Printed Name: | | Click or tap here to enter text. | Printed Name: | | | Click or tap here to enter text. |
| Printed Title: | | Click or tap here to enter text. | Printed Title: | | | Click or tap here to enter text. |
| Date: | Click or tap here to enter text. | | Date: | Click or tap here to enter text. | | |
|  | | | FID No: | | Click or tap here to enter text. | |

**\*\*Please note\*\* This contract needs to be signed by an OWNER, PRESIDENT, CEO, or VP, of the Carrier to be valid, DISPATCH title is *NOT* sufficient**

**APPENDIX A**



360 Hwy 12N

PH: 204-326-3434

Fax 204-326-2717

**Rate Confirmation Sheet**

|  |  |  |
| --- | --- | --- |
| Date:  Pro #: | Carrier:  Driver: | Contact:  Phone:  Fax: |

Have Driver Call ( ) for dispatch.

**Load Information**

|  |  |  |  |
| --- | --- | --- | --- |
| **Origin:**    **Contact:** | **Destination:**    **Contact:** | | **Date:**  **Time:**  **Pickup/Release #:** |
| **Qty:** | **Qty. Type:** | | **Commodity:** |
| **Rate of Item:** | | **Total:** | **Weight:** |
| **Special Load Requirements:** |  | | |

The above-named Broker’s quick-pay programs shall apply to the load referenced in this Rate Sheet.

This rate includes all stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Carrier shall be liable for full actual loss resulting from loss, damage, injury, or delay, Carrier’s cargo liability shall be the lesser of the full actual value of the goods involved, or the declared value specifically listed below. .

**Declared Value: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Carrier must provide proof of Cargo coverage for amounts up to this Declared Value

By signing the below, you represent that this Rate Confirmation Sheet has been approved by a person authorized to do so at your company. If any information is incorrect, please contact us by fax or telephone before executing this Rate Confirmation Sheet or the related Broker/Carrier Agreement.

Confirmation must be signed and faxed to Broker before Loading. All truck invoices must be presented for payment with original Bill of Lading proof of deliveries, and a signed copy of this Rate Confirmation Sheet.

* For sealed loads, seal numbers and “Seal Intact” notation must appear on Bill of Lading
* Driver must count during loading or get SLC notation on Bill of Lading

**All loading and unloading fees must be pre-approved.**

|  |  |
| --- | --- |
| **Special Instructions:** | ***Signature and Fax back to required prior to dispatch.*** |

|  |  |
| --- | --- |
| Booked by: | Carrier Date  Authorized Representative |
|  | Broker Date |

*Your signature constitutes a contractual agreement between*

*your company and Broker*

**SCHEDULE 1**

**Broker Affiliates**

|  |  |  |
| --- | --- | --- |
| Affiliate Name | DOT # | Broker Authority # |
| Lone Star Transportation, LLC | 320691 | MC210209 |
| Hornady Logistics, LLC | 2229944 | MC443836 |
| Big Freight Systems Inc. | 21479 | MC150381 |
|  |  |  |
| NEI Transport, LLC | 676270 | MC315550 |
| Group One Inc | 2271761 | MC775794 |
| WTI Transport, Inc. | 2557555 | MC889693 |
| Boyd Logistics, L.L.C. | 2236482 | MC562313 |
| Smokey Point Distributing, Inc. | 176666 | MC154328 |
| Bulldog Hiway Express | 104694 | MC126898 |
| Bulldog Hiway Logistics, LLC | 2951703 | MC158 |
| E. W. Wylie Corporation | 827622 | MC149406 |
| Central Oregon Truck Company, Inc. | 2229904 | MC443085 |
| Steelman Transportation, Inc. | 437506 | MC222473 |
| Boyd Bros. Transportation Inc. | 92321 | MC126305 |
| Moore Freight Service Inc. | 2236899 | MC568968 |
| Tennessee Steel Haulers, Inc. | 159317 | MC143621 |
| Alabama Carriers, Inc. | 733138 | MC334967 |
| Fleet Movers, Inc. | 878113 | MC343195 |
| Rodan Transport USA LTD d/b/a Aveda Transportation and Energy Services | 1786905 | MC651040 |
| Builders Transportation Co LLC | 531 | MC114334 |
| Leavitt’s Freight Service Inc. | 12185 | MC135430 |
| Daseke Logistics, LLC | 3131948 | MC93625 |
| JGR Logistics LLC | 3198140 | MC156657 |
| Roadmaster Specialized, Inc. |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Form **W-9**  (Rev. October 2018)  Department of the Treasury  Internal Revenue Service | | | Request for Taxpayer  Identification Number and Certification | | | | | | | | **Give Form to the requester. Do not send to the IRS.** | | | | | |
| **Print or type**  See **Specific Instructions** on page 3. | **1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  Click or tap here to enter text. | | | | | | | | | | | | | | | |
| **2** Business name/disregarded entity name, if different from above  Click or tap here to enter text. | | | | | | | | | | | | | | | |
| **3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  Individual/sole proprietor or  C Corporation  S Corporation  Partnership Trust/estate single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  **Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  Other (see instructions) ▶Click or tap here to enter text. | | | | | | | **4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) Exemption from FATCA reporting  code (if any)  *(Applies to accounts maintained outside the U.S.)* | | | | | | | | |
| **5** Address (number, street, and apt. or suite no.)  Click or tap here to enter text. | | | Requester’s name and address (optional)  Click or tap here to enter text. | | | | | | | | | | | | |
| **6** City, state, and ZIP code  Click or tap here to enter text. | | |
| **7** List account number(s) here (optional)  Click or tap here to enter text. | | | | | | | | | | | | | | | |
| **Part I** | | **Taxpayer Identification Number (TIN)** | | | | | | | | | | | | | | |
|  | | | | | **Social security number** | | | | | | | | | | | |
|  |  |  | | **-** |  |  | **-** |  |  |  |  |

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a*

*TIN* , later. **or**

**Note.** If the account is in more than one name, see the instructions for line 1. Also see *What Name and*

Click here.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Employer identification number** | | | | | | | | | |  |
|  |  | **–** |  |  |  |  |  |  |  |
| **Part II** | **Certification** | | | | | | | | | | | |

*Number To Give the Requester* for guidelines on whose number to enter.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign**

**Here**

**Signature of**

Click or tap to enter a date.

**U.S. person** ▶ **Date** ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [*www.irs.gov/fw9*](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third-party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding, later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

**AUTOMATED CLEARING HOUSE (ACH) REQUEST FORM**

All payment of invoices and the subsequent requite of the funds by you will be done electronically. We pay 30 days upon receipt of all paperwork required and also provide Quick Pay, which is payable weekly. All paperwork must be returned to and received by [insert Broker name] or our agent by 1700 CST each Wednesday in order to pay on Friday. A 3% service charge of total truck pay will be applicable to process weekly.

Carrier must submit:

|  |  |  |
| --- | --- | --- |
| * Bill of Lading | * Invoice | * Signed Rate Confirmation Sheet (if requesting Quick Pay Option) |

Click or tap to enter a date.

|  |  |  |  |
| --- | --- | --- | --- |
| ***Carrier’s Information:*** |  | | |
| Carrier Name: | Click here to enter text. | | |
| Contact Name: | Click here to enter text. | Phone #: | Click here to enter text. |
| E-Mail Address: | Click here to enter text. | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***Banking Information:*** |  | | | | | |
| Carrier’s Bank Name: | Click here to enter text. | | | | | |
| Bank Address: | Click here to enter text. | | | | | |
| Bank’s City: | Click here | State: | Click here | Zip Code: | | Click here |
| Bank Contact Name: | Click here to enter text. | | Phone #: | Click here to enter text. | | |
| ABA Routing #: | Click here to enter text. | | Account #: | | Click here to enter text. | |
| Account Type  (please check only one) | ­­  Checking  Savings | | | | | |

***Carrier’s Authorization:***

Please sign below to confirm that you are authorizing Broker or their respective agents to begin transferring payments for your invoices to the account mentioned above.

|  |  |  |
| --- | --- | --- |
|  |  | Click here to enter text. |
| Signature |  | Title |
| Click here to enter text. |  |  |
| Phone Number |  | Date |

**Please submit the completed form and a copy of a voided check or a letter from your bank providing confirmation of your account information. Email the form to [broker’s email address]**