



### Brokerage Carrier Qualification Packet

**Table of Contents:**

|  |           |
|--|-----------|
| <b>Checklist and Insurance Requirements</b>  | <b>2</b>  |
| <small>**Does not need to be returned**</small>  |           |
| <b>Motor Carrier Agreement</b>   | <b>3</b>  |
| <b>Carrier Profile Information</b>   | <b>10</b> |
| <b>Direct Deposit Enrollment</b>   | <b>11</b> |
| <b>W-9</b>   | <b>12</b> |
| <small>Entire form with instructions can be located at: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a></small>  |           |
| <b>W-8BEN</b>  | <b>13</b> |
| <small>Form can be located at: <a href="http://www.irs.gov/pub/irs-pdf/fw8ben.pdf">http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</a><br/>Instructions can be located at: <a href="http://www.irs.gov/pub/irs-pdf/iw8ben.pdf">http://www.irs.gov/pub/irs-pdf/iw8ben.pdf</a></small> |           |
| <b>Copy of Logistics One Broker Authority</b>  | <b>14</b> |
| <small>**Does not need to be returned**</small>  |           |

Please complete this entire packet, including initials at the bottom of each page and return to 518-580-0510 or email to: **Brokerage@LogisticsOne.com**

#### Contacts

|                                  |              |
|----------------------------------|--------------|
| Logistics One Brokerage Dispatch | 518-587-3700 |
| Logistics One Brokerage Fax      | 518-580-0510 |

#### Operating & Financial Information:

|                                   |            |
|-----------------------------------|------------|
| Logistics One Broker MC:          | MC# 497799 |
| Federal ID Number:                | 20-1346092 |
| \$75,000 Surety Bond              |            |
| SCAC Code                         | LOBK       |
| References Available Upon Request |            |

**Required Items:**

- Signed Copy of Motor Carrier Agreement
- Proof of Insurance (requested from Insurance Agent)
- Carrier Profile Information
- Direct Deposit Enrollment Form
- Taxpayer Identification (W-9 for US, W-8BEN, HST/GST# for Canada)
- Operating Authority Registration Numbers

**Minimum Insurance Requirements:**

| <u>Type:</u>  | <u>Coverage:</u>                             | <u>Minimum Limits:</u> |
|---|--|------------------------|
| <b>Commercial General Liability</b>   | Aggregate                                    | \$1,000,000            |
| <b>Automobile Liability</b>   | Combined Single Limit<br>(Any and All Autos) | \$1,000,000            |
| <b>Primary Cargo</b>  |  | \$100,000              |
| <b>Worker's Compensation &amp; Employers Liability</b><br>(Per policy period or statutory limit amount) |  | \$500,000              |

**Note:**

- The legal entity below must be named as a certificate holder on all CGL/AL policies.
- All insurance certificates must provide the legal entity below, with a minimum of 10 days prior notice of cancellation or material change that reduces the minimum requirements above.
- Carriers may be asked to provide higher limits of insurance to maintain contract or qualification status. Such limits are at the discretion of Logistics One.
- Any of these requirements that cannot be met are reviewed on a case by case basis by Logistics One management.

**Additional Requirements:**

Insurance forms **MUST** reflect the legal entity of Logistics One Brokerage, Inc. as listed below:

**Logistics One Brokerage, Inc.**  
33 Cady Hill Blvd.  
Saratoga Springs, NY 12866

Please return all documents to the email or fax numbers below:

Email: [Brokerage@LogisticsOne.com](mailto:Brokerage@LogisticsOne.com)  
Fax: 518-580-0510



Warehousing | Transportation | Distribution | Brokerage

Motor Carrier Agreement

This Agreement ("AGREEMENT"), is made and entered this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by and between Logistics One Brokerage, Inc. ("BROKER"), with its principal place of business located at 33 Cady Hill Blvd. Saratoga Springs, NY 12866, and \_\_\_\_\_ ("CARRIER") with its principal place of business located at \_\_\_\_\_.

WITNESSETH

WHEREAS, CARRIER represents and warrants that it is a motor carrier registered with the U.S. Department of Transportation under Permit MC \_\_\_\_\_, and desires to furnish contract carrier services to BROKER for the transportation of general commodities. CARRIER is fully authorized, qualified and adequately equipped to perform the freight transportation services required herein, and will continue to comply with the safety regulations of the Federal Motor Carrier Safety Administration, Department of Transportation ("DOT") (or of any other applicable government authority), including, but not limited to, drivers' hours of service and records thereof, driver qualification requirements and physicals, and equipment maintenance standards and reports. CARRIER has obtained all necessary approvals, permits, licenses and authorities from all federal, state, local and other regulatory agencies having jurisdiction with respect to the transportation services described herein.

WHEREAS, BROKER is a registered broker of transportation services operating pursuant to U.S. Department of Transportation under Permit MC 497799, and shall have "practical working control" of the involved freight as that term is defined by the Interstate Commerce Commission, or its successor agency, for the routing of freight from origin to destination. BROKER has distinct transportation needs and desires to engage the services of CARRIER within the limits of CARRIER's various operating authorities for the transportation of its customer's freight, pursuant to the terms and provisions of AGREEMENT.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

- 1. TERM: The term of AGREEMENT shall be one (1) year commencing on the date first written above and shall automatically renew for successive one (1) year periods; provided however, that AGREEMENT may be terminated by either party at any time by giving thirty (30) days written notice to the other party at the address stated above or as such other address as either party shall notify the other in writing.
2. PAYMENT FOR SERVICES:
a. Rates for line-haul freight movements and all accessorial charges shall be evidenced under separate documentation in any form (e-mail, fax or US mail) and format agreed upon by both parties. Such documentation shall automatically be incorporated herein and any conflict between any such documentation and AGREEMENT shall be resolved in favor of AGREEMENT. BROKER agrees to pay CARRIER at such agreed rates for the full and proper performance of the transportation services made by CARRIER under the terms of AGREEMENT. This amount shall constitute full payment to CARRIER for said services including all payments for pickup, delivery, loading, unloading, and the transportation between points of origin and destination.
b. Any amount overpaid by BROKER for pickup, delivery, overcharge claims on previous loads of similar items, or other items more specifically identified in AGREEMENT, shall be deducted from any amounts owed to CARRIER.
c. All shipments will be made on a on a predetermined basis with BROKER solely responsible for CARRIER's lawful freight charges. CARRIER must assign a unique reference number for each movement ordered by BROKER and must be indicated on the invoice submitted to BROKER for payment. Upon receipt of Bill of Lading/Proof of Delivery, Rate Confirmation, and Invoice from CARRIER, BROKER will issue payment on net 30 terms.

BROKER will offer quick-pay options if CARRIER chooses. The options available in addition to standard terms include payment release of: 10 business day at a discount of 1%; 5 business day at a discount of 2%; and 2 business day at a



**Warehousing | Transportation | Distribution | Brokerage**

discount of 3%. These discount levels are deducted from **Total Freight Charges**. The quick-pay timing begins after BROKER's receipt of correct Bill of Lading/Proof of Delivery, Rate Confirmation, and Invoice. BROKER must also receive correct paperwork from CARRIER prior to 2PM EST to begin processing as Day 1.

All standard payment invoices and any supporting documentation related to freight charges should be emailed to **billingdept@LogisticsOne.com**. If quick payment options are selected, invoices and supporting documentation related to freight charges should be emailed to **quickpay@LogisticsOne.com**. Invoices and supporting documents can also be sent to BROKER at the following address:

Logistics One Brokerage, Inc.  
33 Cady Hill Blvd.  
Saratoga Springs, NY 12866

- d. **CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to BROKER's customers for the transportation services provided herein, and CARRIER further agrees to refrain from all collection efforts against the shippers or receivers of goods or the BROKER's customers. CARRIER acknowledges that a violation of this section shall result in inestimable damages to BROKER's relationship with its customers. Accordingly, CARRIER agrees that any violation of this section by CARRIER or any subcontractor of CARRIER shall entitle BROKER to liquidated damages of \$5,000.00, in addition to all other damages and remedies available at law or in equity, including attorney's fees.**
3. **ACCESSORIAL CHARGES:** In addition to the rate, which is to be an all-inclusive rate, the parties acknowledge that certain accessorial charges may arise from time to time. Unless BROKER agrees in writing otherwise, BROKER's standard accessorial rates as referenced in this section shall apply; without regard to CARRIER's own accessorial rates, which may be more or less. In the event CARRIER fails to load or come into possession of the Beneficial Owner's property, the Rate shall be void, and BROKER, will have no payment obligations to CARRIER.

| Accessorial Type     | Applicable Charge                                       |
|----------------------|---|
| Detention with Power | First 3 hours free; \$50/hour thereafter, maximum \$200 |
| Layover              | \$200   |
| EFS Check            | \$10 fee, to be deducted from final settlement          |
| Truck Order Not Used | \$200   |

4. **OVERCHARGE/UNDERCHARGE:** The time limit for filing overcharge and undercharge claims on shipments transported pursuant to AGREEMENT shall be one hundred and eighty (180) days.
5. **INSURANCE:**
- a. CARRIER shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage; cargo insurance in the amount of one hundred thousand dollars (\$100,000.00) to protect cargo transported by CARRIER against loss by fire, theft, and other perils of transportation; and comprehensive automobile liability insurance with a combined single limit per occurrence of not less than one million dollars (\$1,000,000.00) to protect against liability arising from the maintenance or use of all owned, non-owned and hired vehicles of CARRIER.
  - b. In the event CARRIER is authorized by BROKER to utilize trailer equipment owned or leased by BROKER in the performance of transportation services described herein, CARRIER shall provide BROKER with trailer interchange insurance covering BROKER's trailer equipment for physical damage while such equipment is in the possession, use and control of CARRIER, its agents or employees. Such policy shall provide for physical damage coverage in an amount equal to the full replacement value of said equipment. The limit of liability of such coverage shall not be less than thirty thousand and 00/100 dollars (\$30,000.00) per trailer.
  - c. CARRIER shall at all times maintain workers' compensation insurance for the benefit of its employees in accordance with applicable law.
  - d. CARRIER shall at all times maintain a surety bond in accordance with applicable law.
  - e. CARRIER shall supply BROKER with written certificates obtained from CARRIER's insurance company or companies showing that all such insurance has been obtained, is properly maintained, that the premiums are paid, specifying the

name of the insurance company or companies, the policy numbers, the expiration dates, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of all applicable insurance certificates. CARRIER shall add BROKER as an additional insured to all of the insurance policies herein described, except workers' compensation. If CARRIER is authorized to be self-insured, then CARRIER shall provide BROKER with evidence satisfactory to BROKER of CARRIER's self-insured status and that CARRIER is able to provide the same coverage as that required by CARRIER under AGREEMENT that are not self-insured.

**6. INDEMNIFICATION:**

- a. CARRIER shall release, defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorneys' fees, arising out of or in any way related to the performance or breach of AGREEMENT by CARRIER, its employees or independent contractors working for CARRIER, including but not limited to, claims for or related to personal injury, including death, property damage (excluding cargo) and/or CARRIER possession, use, maintenance, custody or operation of CARRIER's equipment or BROKER's equipment, as the case may be.
- b. CARRIER shall assume complete responsibility for any cargo loss or damage occurring while cargo is in the possession, custody or control of CARRIER up to one hundred thousand and 00/100 (\$100,000.00) dollars per occurrence, and shall indemnify, defend and hold harmless for any such loss or damage claim asserted against BROKER.
- c. CARRIER shall assume complete responsibility for any delay claims made against BROKER for CARRIER's delay in performing freight services and shall indemnify, defend, and hold BROKER harmless for any such claim asserted against BROKER.
- d. CARRIER shall indemnify and hold harmless BROKER from any and all claims made by CARRIER's employees, or by any federal, state or local agencies, for withholding taxes, employment taxes of any kind, workers' compensation, disability benefits, pension or social security taxes, or any other actions arising from CARRIER's relationship with its employees.
- e. Notwithstanding the foregoing and under no other section of AGREEMENT shall CARRIER be liable for incidental or consequential damages.

**7. FREIGHT LOSS OR DAMAGE:**

- a. CARRIER shall have the sole and exclusive care, custody and control of the freight tendered to CARRIER from the time it is accepted by CARRIER for transportation until delivery is made, accompanied with the appropriate receipts. CARRIER assumes all liability for loss or damage to or destruction of any and all of said freight while under CARRIER's care, custody or control, subject to the provision of Section Six (6).
- b. CARRIER shall report to BROKER any freight loss, shortage, overage or damage prior to leaving the shipper's or receiver's facility. All loss, shortage, overage or damage must be noted in detail on the Bill of Lading. All claims made against CARRIER for loss, theft, conversion, shortage or damage shall be submitted to CARRIER in writing in an amount equal to the landed cost of the goods identified in any such claim. CARRIER shall be obligated to satisfy, or refute to the satisfaction of BROKER, any claims submitted to CARRIER within thirty (30) days of its receipt of said notice of claim.
- c. The terms of this Section shall not apply to concealed damage on a pre-loaded trailer or any damage on a pre-sealed trailer, which in either case results in CARRIER's inability to inspect before taking custody and control of the freight, except to the extent any such damage is caused by a traffic accident or other obvious driver error (i.e.: hard braking or load shift due to imprudent speed).

**8. PERFORMANCE OF SERVICES:** CARRIER's services under AGREEMENT are specifically designed to meet the distinct needs of BROKER and its customers under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under AGREEMENT without delay, and all occurrences which would be probable or certain to cause delay shall be timely communicated to BROKER by CARRIER. AGREEMENT does not grant CARRIER an exclusive right to perform the transportation services for BROKER or its customers.

**9. PERFORMANCE FAILURE:** BROKER shall have the right (for any reason other than a failure of BROKER's equipment not caused by the acts or omissions of CARRIER) to complete the required performance, and to hold CARRIER liable for any costs or damages incurred by BROKER due to CARRIER's (i) failure to complete the transportation of commodities in transit, (ii) abandoning a shipment, (iii) failure to perform any required driver assist loading or unloading service or (iv) otherwise subjecting BROKER to liabilities, fines, charges or any expenses from the shipper, consignee or any governmental agencies which result from the acts or omissions of CARRIER. CARRIER hereby waives any recourse against BROKER for such action and agrees to reimburse BROKER for any and all reasonable costs, expenses or other damages for which BROKER may be found liable as a result thereof,

subject to the limitations contained in Section 5 above. Furthermore, BROKER shall not be required to pay CARRIER any amount whatsoever, including deadhead and/or bobtail miles, in connection with any load tendered by BROKER which is not completed by CARRIER

**10. ACCIDENTS:**

- a. In the event CARRIER is involved in any accident, regardless of fault, CARRIER must notify BROKER as soon as possible and provide BROKER with all relevant information.
- b. In the event CARRIER is involved in an accident which causes damage to BROKER's trailer to the extent that said trailer must be towed or otherwise removed from the scene of the accident, CARRIER shall be liable to BROKER and shall be responsible for all fines, towing expenses and storage charges assessed for the damaged trailer while in the possession of any garage or storage facility pending resolution with BROKER's insurance company and subject to any interchange agreement between the parties.
- c. If, as a result of any accident, CARRIER is unable to complete a shipment, CARRIER shall be liable to BROKER for all of BROKER's reasonable costs associated with the retrieval and delivery of the goods including mileage charges from the point of dispatch to the location of the goods, any labor and equipment costs incurred in order to transfer the goods onto another trailer (if necessary), any towing and/or storage fees of any kind, and any late delivery charges or penalties of any kind which may be assessed by BROKER's customer, subject to the limitations contained in Section Six (6) above. In such an event, BROKER shall not be required to pay CARRIER any amount whatsoever, including deadhead and/or bobtail miles, in connection with such a load which cannot be delivered by CARRIER as a result of an accident however caused.

**11. DAMAGE TO BROKER'S EQUIPMENT:** In the event CARRIER receives written authorization to utilize trailer equipment owned or leased by BROKER in the performance of transportation services provided herein:

- a. CARRIER shall be responsible and liable to BROKER and agrees to pay one hundred percent (100%) of the reasonable costs incurred to repair any and all physical damages to equipment owned or leased by BROKER occurring while such equipment is in the possession, use or control of CARRIER, its agents or employees. BROKER shall have sole discretion in effectuating repairs to its equipment as a result of any such damage and CARRIER shall be wholly liable to BROKER for said costs.
- b. CARRIER shall be responsible for all costs, including roadside service charges, to repair or replace tires on BROKER's trailers which are cut from curbs, railroad tracks or negligence of CARRIER, and for all tires which have been run flat due to CARRIER negligence. It is the responsibility of CARRIER to stop the trailer immediately upon any tire going flat, set-up all warning devices and protect the disabled unit, and then contact BROKER or BROKER's designated service agent for roadside service. All damaged tires will be returned by CARRIER to BROKER for inspection. Failure to do so will result in CARRIER assuming full responsibility for the tire replacement costs including all roadside service fees.
- c. In the event any trailer owned or leased by BROKER is lost, stolen or irreparably damaged or destroyed while in the custody, care or control of CARRIER, CARRIER shall pay BROKER the fair market value of said trailer upon demand by BROKER. In the event a lost or stolen trailer is recovered after settlement has occurred, CARRIER may recover from BROKER the settlement value after CARRIER has returned the trailer to BROKER in the same condition as was received by CARRIER, less a few of twenty and 00/100 dollars (\$20.00) per day for each calendar day the trailer was presumed lost or stolen.
- d. CARRIER may not permanently retain possession of any trailer owned or leased by BROKER.
- e. CARRIER shall not utilize BROKER's trailers for any purpose other than the transporting of freight subject of AGREEMENT. In the event CARRIER violates this provision, BROKER may immediately terminate AGREEMENT and CARRIER shall be responsible for all costs of cleaning and decontaminating any trailers that were loaded with contaminating commodities without BROKER's authorization and for all costs for removing any dunnage or debris.

**12. NON-EXCLUSIVITY:** The parties agree that this is a non-exclusive agreement and that CARRIER shall be free to accept freight for transportation from parties other than BROKER, subject to Section Nineteen (19) herein, and that BROKER shall be free to tender freight for transportation to carriers other than CARRIER.

**13. RECEIPTS AND BILLS OF LADING:** Each shipment made shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment, CARRIER shall obtain a receipt showing the kind and quantity of product delivered, and CARRIER shall have each receipt signed by the BROKER's customer or by the receiver of goods, as the case may be. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of AGREEMENT. CARRIER shall notify BROKER immediately of any discrepancy between the Bill of Lading and the actual goods delivered.

- 14. CARRIER'S OPERATIONS:** CARRIER shall, at its sole expense: (a) furnish all equipment and personnel necessary or required for the performance of its obligations hereunder; (b) pay all expenses related, in any way, with the use and operation of its equipment, including any fines; (c) maintain its equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor, and shall assume complete responsibility for all state, federal and foreign 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 performed hereunder. BROKER shall have no responsibility for the maintenance, upkeep or repair of CARRIER's equipment.
- 15. SUB-CONTRACTING:**
- CARRIER specifically agrees not to use subcontractors (other than owner-operators under a written agreement), to interline with other carriers, to broker shipments, or to use substituted services by rail without the prior consent of BROKER
  - If CARRIER uses owner-operators, CARRIER warrants and represents: (i) CARRIER shall comply with all applicable laws and regulations; (ii) CARRIER shall enter into a written agreement that shall provide that CARRIER shall have exclusive possession, control, and use of the equipment for the duration of the agreement and that CARRIER shall assume complete responsibility for the operation of the equipment for the duration of the agreement; and (iii) under no circumstances will CARRIER's obligations under AGREEMENT, including but not limited to its liability to third parties or its liability for loss, damage or delay, be affected or diminished by reason of its use of owner-operators.
  - If CARRIER should directly or indirectly subcontract or broker any shipment to another carrier (with BROKER's written consent or in violation of this Section), CARRIER shall (i) remain bound by all terms and conditions of AGREEMENT in the same manner as if it were performing such services directly for BROKER, (ii) assume full responsibility and liability for the acts and omissions of the carrier handling the shipment as though CARRIER transported the shipment itself, and (iii) indemnify and hold harmless BROKER from and against any and all damages which BROKER may suffer as a result of such sub-contracting. Under no circumstances will CARRIER's obligations under AGREEMENT, including but not limited to its liability to third parties or liability for loss, damage or delay, be affected or diminished by reason of its brokering of shipments to another carrier.
  - CARRIER acknowledges that a violation of this Section shall result in inestimable damages to BROKER's relationship with its customers. Accordingly, CARRIER agrees that any violation of this Section shall entitle BROKER to liquidated damages of \$5,000.00, in addition to all other damages and remedies available at law or in equity, including attorney's fees.**
- 16. WAIVER OF CARRIER'S LIEN:** Carrier shall not withhold any goods of BROKER's customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under AGREEMENT. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its customer in the possession or control of CARRIER.
- 17. CARRIER'S FINANCIAL REPORTS:** CARRIER agrees to submit to BROKER evidence of its financial condition upon BROKER's reasonable request.
- 18. CONFIDENTIAL INFORMATION:** It is understood that in the course of performing AGREEMENT, CARRIER will obtain proprietary and confidential information concerning the business and affairs of BROKER and CARRIER agrees to hold such information (including freight rates) in strict confidence and, without the written consent of BROKER, not to disclose or make use of such information except as may be necessary for the performance of AGREEMENT.
- 19. ACCOUNT PROTECTION:** Carrier understands and agrees that BROKER has devoted substantial effort to develop its customer accounts. Neither CARRIER, nor affiliate of CARRIER nor any entity acting on CARRIER's behalf, shall, without the express written permission of BROKER, during the term of AGREEMENT and for period of one (1) year after the termination hereof, directly or indirectly, solicit, attempt to solicit or perform freight services for any customer of BROKER for which CARRIER provides transportation services under AGREEMENT. The terms of this Section shall not prevent CARRIER from continuing to perform independent freight services for BROKER's customer if CARRIER can demonstrate it has provided freight services directly for BROKER's customer six (6) months preceding the initial tendering of such customer's freight by BROKER to CARRIER under AGREEMENT. Notwithstanding the foregoing, CARRIER shall remain subject to restrictions of this Section with regard to any and all freight lanes (load origin to specific destination) tendered to CARRIER by BROKER. Any violation by CARRIER of the foregoing shall constitute a breach of AGREEMENT entitling BROKER to (a) injunctive relief and to all other rights and remedies it may have at law or in equity, or at BROKER's option, (b) an amount equal to twenty percent (20%) of all amounts billed by CARRIER to any

customer of BROKER in violation of this Section, with such payment being due immediately and payable within twenty (20) days after each billing date for such services.

**20. INDEPENDENT CONTRACTOR:**

- a. CARRIER is an independent contractor and is not the agent or representative of BROKER for any purpose whatsoever. CARRIER shall not create any obligations, express or implied, on behalf of BROKER, or bind BROKER in any manner whatsoever except as provided herein. The employees of CARRIER are not to be considered employees of BROKER at any time, under any circumstances.
- b. The relationship of CARRIER to BROKER shall, at all times, be that of CARRIER and BROKER under contract carriage and in no instance shall CARRIER provide services to BROKER under any authority permitted or granted to BROKER, unless otherwise agreed to in writing signed by BROKER.

**21. ASSIGNMENT:**

- a. CARRIER shall not have the right to assign AGREEMENT
- b. BROKER shall have the right to assign AGREEMENT without requiring the consent of CARRIER

**22. AMENDMENTS:** AGREEMENT shall not be amended except by written agreement duly authorized and signed by the parties hereto.

**23. NOTICES:** All notices required to be given or authorized to be given by either party pursuant to AGREEMENT shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses first written, or at such other address as either party may from time to time so notify the other in writing.

**24. GOVERNING LAW; SUBMISSION TO JURISDICTION:** AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York. The parties consent to the executive jurisdiction of and laying of venue in the courts of the State of New York located in the County of Saratoga or the federal courts located in Albany, New York.

**25. FORCE MAJEURE:** If either party to AGREEMENT is prevented from or delayed in performing any of its obligations hereunder on account of any law or legally binding order, regulation, or act of any government or any department or agency thereof, or on account of war, acts of God, labor disturbances, or any cause beyond the control of such party, such party shall be excused from performing its obligations hereunder to a like extent and neither party shall be liable to the other for damages by reason of any delay or suspension of performance resulting from the disabilities listed herein.

**26. SEVERABILITY:** If any term or provision of AGREEMENT or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of AGREEMENT shall be valid and shall be enforced to the extent permitted by law.

**27. BINDING EFFECT:** All of the covenants, conditions and obligations contained in AGREEMENT shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto to the same extent as if each such successor and/or assign were in each case named as a party to AGREEMENT. Any person, corporation, or other legal entity acquiring any or all of the right or interest of CARRIER in AGREEMENT as a result of any legal process or proceedings shall thereby become liable under and be fully bound by all of the provisions of AGREEMENT.

**28. WAIVER:** The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of AGREEMENT, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of AGREEMENT shall be deemed to have been waived unless such waiver be in writing and signed by the party providing such waiver.

**29. HEADINGS:** The headings to the various paragraphs of AGREEMENT have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of AGREEMENT.

**30. POWER AND AUTHORITY:** The execution, delivery and performance of AGREEMENT by all parties are within the parties' respective powers, and have been duly authorized by all necessary action of each. If required, all parties agree to furnish such proof to the other and to execute any further instruments necessary to carry out AGREEMENT.





Warehousing | Transportation | Distribution | Brokerage

- 31. **DEFAULT; REMEDIES:** In the event either party shall default in the performance of any obligations specified herein, the non-defaulting party shall notify the other party in writing, and if such default is not remedied within ten (10) days after receipt of notice, then the non-defaulting party shall have the right to any and all remedies available at law or in equity, including the termination of AGREEMENT. Termination shall not relieve or release either party from any liabilities which may have accrued prior to the date of termination. The prevailing party, in any dispute under AGREEMENT, shall also be entitled to reasonable attorneys' fees and costs.
- 32. **ENTIRE AGREEMENT:** AGREEMENT constitutes the entire understanding between BROKER and CARRIER regarding its subject matter, and no other agreements written or oral shall in any way affect the liabilities of either party as set forth herein. Agreement supersedes any other Transportation Brokerage Contract previously signed by the parties hereto.
- 33. **COUNTERPARTS, ELECTRONIC OR FACSIMILE SIGNATURES:** AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. AGREEMENT shall not be binding upon any of the signatories hereto unless and until it has been executed by all of the entities and persons whose signatures are provided for below. The exchange of electronic or scanned signature pages shall be acceptable and binding upon the parties.

IN WITNESS WHEREOF, CARRIER and BROKER have caused AGREEMENT to be executed on the date first above written.

CARRIER: \_\_\_\_\_

Logistics One Brokerage

Signed: \_\_\_\_\_

Signed:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director, Third Party Logistics

Dated: \_\_\_\_\_

Dated: 7/9/14 \_\_\_\_\_



Warehousing | Transportation | Distribution | Brokerage

### Carrier Profile Information

Items marked with an asterisk (\*) are required

Please Complete FULLY and Return Via Fax to (518-580-0510)

\*Vendor Name: \_\_\_\_\_

\*Vendor Contact: \_\_\_\_\_

\*Mailing Address: \_\_\_\_\_

\*City: \_\_\_\_\_

\*Phone 1: \_\_\_\_\_

\*State/Province: \_\_\_\_\_

Phone 2: \_\_\_\_\_

\*Zip/Postal Code: \_\_\_\_\_

\*Fax: \_\_\_\_\_

\*Country: \_\_\_\_\_

\*Primary Email: \_\_\_\_\_

\*US Tax ID (US Carriers): \_\_\_\_\_

\*A/R Contact: \_\_\_\_\_

\*GST/HST (CAN Carriers): \_\_\_\_\_

A/R Email: \_\_\_\_\_

\*MC#: \_\_\_\_\_ SCAC Code: \_\_\_\_\_ CVOR#: \_\_\_\_\_

Does this mailing address match the corporate address on your W-9?  Yes  No

If answered no to above, explain: \_\_\_\_\_

Is your organization a certified Minority Business Enterprise?  Yes  No Code #: \_\_\_\_\_

If yes please indicate which Minority Business Class: \_\_\_\_\_

Remit To Address – Where would you like your payment sent? (If same as address above, write "SAME")

\*Payable To: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City: \_\_\_\_\_

\*Phone: \_\_\_\_\_

\*State/Province: \_\_\_\_\_

Phone 2: \_\_\_\_\_

\*Zip/Postal Code: \_\_\_\_\_

\*Fax: \_\_\_\_\_

\*Country: \_\_\_\_\_

\*Pay Terms: Select One (Required):  Standard Net 30 Terms  10 Business Day Quick Pay

5 Business Day Quick Pay  2 Business Day Quick Pay



Warehousing | Transportation | Distribution | Brokerage

ACH Direct Deposit Form — United States Only
EDI/DEFT Authorization

Vendor Information:

Vendor Name: \_\_\_\_\_ Email Address: \_\_\_\_\_
Date: \_\_\_\_\_ Account Status: \_\_\_\_\_ New \_\_\_\_\_ Change Profile

Banking Information:

We would like our disbursements deposited in the following bank account:

Account Type: \_\_\_\_\_ Please Describe: \_\_\_\_\_
Bank Name: \_\_\_\_\_
Bank Phone: \_\_\_\_\_
5 Digit Branch Number: \_\_\_\_\_ 3 Digit Bank ID: \_\_\_\_\_ (Canadian Banking Systems)
Bank Account Number: \_\_\_\_\_ 9 Digit Routing Number: \_\_\_\_\_ (US Banking Systems)
Bank Address: \_\_\_\_\_
City: \_\_\_\_\_ Attach one of the following (select one):
State/Province: \_\_\_\_\_ \_\_\_\_\_ Voided Check \_\_\_\_\_ Bank letter or spec. sheet\*

\*See your bank rep. for information

This authorization will be in effect until Logistics One Brokerage is notified of a change to the banking information provided. We hereby release Logistics One Brokerage and agree to hold it harmless from any liability or claims resulting from use of direct deposits from supplier's account.

This Section Completed by the Vendor

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

This Section Completed by Logistics One Accounting

Date Received: \_\_\_\_\_ Vendor Code: \_\_\_\_\_
Entered By: \_\_\_\_\_ Approved By: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

|   |   |   |
|---|---|---|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)   |   |
|   | Business name/disregarded entity name, if different from above  |   |
|   | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate |   |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  |   |
|   | <input type="checkbox"/> Other (see instructions) ▶   |   |
| Address (number, street, and apt. or suite no.)       |   | Requester's name and address (optional) |
| City, state, and ZIP code                             |   |   |
| List account number(s) here (optional)                |   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |

| Employer identification number |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
|                                |  |  |  |  |  |  |  |  |  |

### Part II Certification

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).

**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 on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Certificate of Foreign Status of Beneficial Owner  
 for United States Tax Withholding**

OMB No. 1545-1621

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.  
 ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . **W-9**
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . **W-8ECI**
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . **W-8ECI or W-8IMY**
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . **W-8ECI or W-8EXP**

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . **W-8IMY**

**Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

|  |  |
|--|--|
| <b>1</b> Name of individual or organization that is the beneficial owner   | <b>2</b> Country of incorporation or organization          |
| <b>3</b> Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust<br><input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization<br><input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation |  |
| <b>4</b> Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.   |  |
| City or town, state or province. Include postal code where appropriate.  | Country (do not abbreviate)                                |
| <b>5</b> Mailing address (if different from above)   |  |
| City or town, state or province. Include postal code where appropriate.  | Country (do not abbreviate)                                |
| <b>6</b> U.S. taxpayer identification number, if required (see instructions)<br><input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN  | <b>7</b> Foreign tax identifying number, if any (optional) |
| <b>8</b> Reference number(s) (see instructions)  |  |

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

a  The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

b  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
 Explain the reasons the beneficial owner meets the terms of the treaty article: \_\_\_\_\_

**Part III Notional Principal Contracts**

**11**  I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

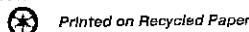
**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- 2 The beneficial owner is not a U.S. person,
- 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
- 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here** ▶ \_\_\_\_\_  
 Signature of beneficial owner (or individual authorized to sign for beneficial owner)      Date (MM-DD-YYYY)      Capacity in which acting





U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
November 08, 2004

**LICENSE**

**MC-497799-B**

**LOGISTICS ONE BROKERAGE, INC  
SARATOGA SPRINGS, NY**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read 'Angeli Sebastian'.

Angeli Sebastian, Chief  
Information Systems Division

BPO