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

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
September 06, 2011

LICENSE

MC-756834-B
SPECIALIZED TRANSFER, LLC
BEND, OR

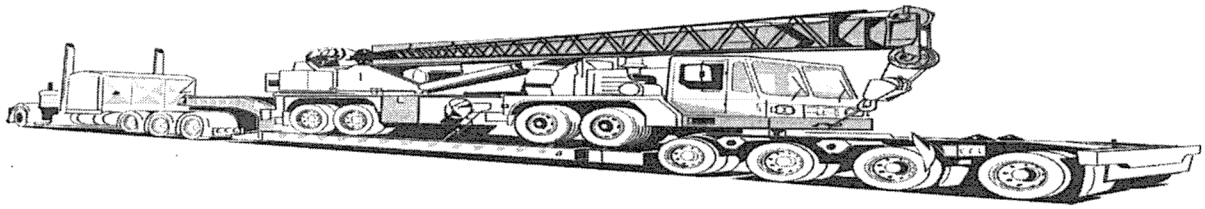
This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

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.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

Initials



Broker / Motor Carrier Agreement

This AGREEMENT is entered into this day of , 20 , by and between Specialized Transfer, LLC ("BROKER"), a Registered Property Broker, License No MC- 756834 and , a Registered Motor Carrier, DOT Permit / MC No. ("CARRIER"); collectively the "Parties". (Registered means operated under authority by the Federal Motor Carrier Safety Administration or its predecessor agencies, within the U.S. Department of Transportation.)

A. CARRIER REPRESENTS AND WARRANTS THAT IT:

1. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
2. Shall transport the property, subject to the terms of this agreement;
3. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
4. Has and will maintain cargo, personal injury, public liability, motor vehicle liability (including but not limited to hired and non-owned motor vehicles), insurance as described below, which covers the risk referred to herein;
5. Will not insert, nor authorize a SHIPPER to insert BROKER's name on a bill of lading as the SHIPPER or CARRIER without BROKER's express written consent;
6. Has authorized the person signing this Agreement to do so;
7. **Will not assign, re-broker, subcontract, interline with any other motor carrier, or by substituted service with any railroad or other modes of transportation, or warehouse the shipments hereunder, without prior written consent of BROKER;**
8. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: owner/operator lease regulations; loading and securement of freight regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, and temperature requirements for transporting food and other perishable products, qualifications, licensing, and training of drivers of hazardous materials shipments; implementation, and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws (including but not limited to), workers' compensation laws and regulations;
9. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, and will notify BROKER in writing immediately of any changes in the rating; has not been, is not being investigated for, nor is it currently subject(ed) to any fines or disciplinary action by any governmental agency (state or federal) related to the enforcement of any safety laws and regulations;
10. Will notify BROKER immediately if: CARRIER's federal Operating Authority is threatened to be or is revoked, suspended or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of CARRIER; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason;
11. Has sufficient technology capabilities to provide real time tracking of all shipments transported under the terms of this Agreement.
12. Will defend, indemnify, and hold BROKER and its customers harmless and pay BROKER on demand from any claims, losses, damages, fines, or liability of any kind for damage to freight, personal injury, death based on allegations of negligent selection of the carrier, or upon any other legal theory, and/or property damage (including, but not limited to, reasonable attorney fees) arising out of CARRIER's performance of, or violation of, any of the terms of this Agreement;
13. Shall comply with all applicable laws and regulations relating to the transportation of Hazardous Materials as defined in 49 CFR 172.800, 173, and 397, et seq. (including any amendments) to the extent that any shipments hereunder constitute Hazardous Materials. CARRIER shall be solely responsible for any violation of the applicable laws and regulations, and shall defend, indemnify, and hold BROKER and its customers harmless and pay BROKER on demand from any claims, losses, damages or liability incurred, including, but not limited to reasonable attorneys fees arising from any non-compliance;
14. Expressly authorizes BROKER to bill, collect and accept payment from shippers (or others obligated to pay) for CARRIER's services, and waives all rights to collection from shippers (or others obligated to pay) for those services.

B: BROKER RESPONSIBILITY:

1. SHIPMENTS, BILLING & RATES: BROKER shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any time or temperature sensitivity instructions or special equipment requirements provided BROKER has timely received such information from SHIPPER.
2. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER) charges, as mutually agreed in writing or by fax, contained in BROKER's Rate Confirmation Sheet(s), Exhibit A attached, and incorporated herein by reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing by both Parties. Any such changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. CARRIER's schedule of rates and charges shall be provided by CARRIER to BROKER in writing upon BROKER's request, and shall include all rates, classifications, rules and practices upon which any rate under this Agreement may be based, however no part thereof shall be applicable, amended, modified or changed to affect agreed upon rates (Exhibit A) without written consent of the Parties.
3. Additionally, any rates which may be verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Unless specifically agreed to in writing, no rates or charges, including, but not limited to accessorial charges, detention charges, "released rates", or "limited liability", rules, rates or values in any tariff, circular, or any other document, other than those mutually agreed upon by the Parties shall be applicable.
4. PAYMENT: **a)** Unless otherwise agreed in writing, BROKER agrees to pay CARRIER for its services rendered hereunder, upon written receipt of proof of delivery (original bill of lading or original delivery receipt) and freight bill, in accordance with the rates set forth above, or as otherwise agreed in writing, within 30 days of receipt of CARRIER's invoice, provided invoice and other required documentation is received not later than 15 days after date of delivery, or scheduled date of delivery of the freight whichever is earlier. Failure of BROKER to collect payment from its customer(s) shall not exonerate BROKER from its obligation to pay CARRIER. CARRIER expressly waives its right to collection for failure to deliver timely invoicing and other required documentation within the 15 day period. An arbitration action for the alleged nonpayment for CARRIER services hereunder must be commenced within one year of date of delivery or scheduled date of delivery whichever is earlier in order to avoid being permanently barred. Upon receipt of payment of any amounts by CARRIER arising out of this Agreement, CARRIER automatically assigns all of its rights to payment from shippers, consignees, or third parties to BROKER. **b.)** Except when delivery of freight is rejected by consignee(s), and stored/warehoused at direction or approval of BROKER or shipper, CARRIER shall neither have nor claim any lien rights against freight transported under this Agreement. Liens for storage/warehousing shall be limited to the freight subject of the lien. CARRIER's lien rights shall be released and are automatically assigned to BROKER, upon receipt of payment by CARRIER or warehouse for any such storage/warehousing.
5. BROKER's responsibility is limited to arranging for but not actually transporting shipper's freight.

C. CARRIER RESPONSIBILITIES:

1. EQUIPMENT: Subject to its representations and warranties in Paragraph A above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not provide equipment which has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 CFR 261.1 et seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed.
2. BILLS OF LADING: CARRIER shall issue a bill of lading or adopt the shipper's bill of lading for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability continues until delivery to consignee at destination, and consignee signs bill of lading or delivery receipt and delivers it to CARRIER. All signed delivery receipts and/or bills of lading shall be sent to BROKER within 24 hours of pickup or delivery. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.
3. LOSS & DAMAGE CLAIMS: **a.)** CARRIER shall comply with 49 CFR 370.1 et seq. and any amendments and/or any other applicable regulations issued or adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, for processing all loss and damage claims and salvage, which arise out of the discharge

of CARRIER's duties and responsibilities hereunder; and b.) CARRIER's liability for any freight damage, loss, or theft from any cause (regardless of the type of operating authority it has) shall be determined under the Carmack Amendment, 49 USC 14706: and c.) Special Damages: Any liability of CARRIER under Pars. A12 and 13 which may exceed damages under Par (b) above shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability under Subp. **(b)** above; and (d.) In addition to waiving its rights to collect from shipper or consignee, CARRIER assumes all risk of loss and shall indemnify and hold BROKER harmless from any liability arising out of violation of Par. A (7), including consequential damages, costs, expenses and reasonable attorney fees. At BROKER's sole option and not in limitation of any other remedy hereunder, BROKER may pay directly for delivery carrier in lieu of payment to CARRIER.

4. INSURANCE: CARRIER shall furnish BROKER with Certification(s) of Insurance, or insurance policies, protecting BROKER and its customers, from the risks referred to herein, and this Par. 4, providing 30 days advance notice of cancellation or termination, and unless otherwise agreed , subject to the following minimum limits: Public Liability, $1,000,000; motor vehicle (including hired and non-owned vehicles) property damage and personal injury liability $1,000,000; ($5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances, and remediation costs and expenses); cargo damage/loss, $100,000; refer breakdown/malfunction, $100,000; workers' compensation with limits required by applicable state law. Except for the higher average limits specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to limit liability to the insurance limits set forth above, nor shall any exclusion or deductible amount in any insurance policy exonerate CARRIER from liability.

D. MISCELLANEOUS:

1. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee or agency relationship exists, or is intended. CARRIER is solely responsible for operating the equipment necessary to transport the freight under this Agreement. BROKER has no control over CARRIER, except to insist on strict compliance with the terms of this Agreement.
2. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
3. WAIVER OF PROVISIONS: **a.)** Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision. b.) This Agreement is for specified services pursuant to 49 USC 14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 USC (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
4. DEFAULT: In the event of a material breach by CARRIER of any provisions of this Agreement, BROKER shall have the right to withhold and/or set off any payments owing to CARRIER and/or received from shippers which BROKER is obligated to pay CARRIER. BROKER's set-off rights include (but are not limited to) the amount of any freight damage, loss or theft claims arising out of the transportation of freight under this Agreement by CARRIER, and which are asserted against BROKER by shippers, consignees and/or their assignees and/or subrogees. The right of withholding and/or setoff is not an exclusive remedy and BROKER shall have and may exercise, subject to Paragraph 5 below, all other remedies it may have at law or in equity against CARRIER.
5. DISPUTES: In the event of a dispute arising out of this Agreement, the party's recourse shall be (except as provided below); to litigation in Court at BROKER's sole discretion, or arbitration under the rules of the Transportation ADR Council, Inc. (ADR); or Transportation, Arbitration and Mediation, PLLC (TAM) at BROKER's sole discretion. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the ADR or TAM. The decision of the arbitrators shall be binging and final and the award of the arbitrator may be entered as judgement in any court of competent jurisdiction. The prevailing party (in litigation or arbitration) shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken by way of appeal or to enforce the award of arbitrators. Arbitration proceedings shall be conducted or at the office of the ADR or TAM nearest Bend, Oregon or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Upon agreement of the Parties and the arbitrator hearings may be conducted telephonically or by video conferencing. Either Party may apply to a court of competent jurisdiction for injunctive relief at any time. Unless preempted or controlled by federal law and regulations, in either arbitration or litigation, the laws of the State of Oregon shall be controlling notwithstanding conflicts of laws

rules which would require a different result. Venue of any litigation action shall be in the State of Oregon. The arbitration requests of this paragraph shall not apply to enforcement of the award of arbitration.

6. BROKER-CUSTOMER PROTECTION: CARRIER shall not directly or indirectly solicit, divert, back-solicit or perform any freight transportation (with or without compensation) for any customer of BROKER, when such customer(s) was serviced as a result of this Agreement. Transportation of freight hereunder by CARRIER, shall be deemed conclusive evidence of CARRIER's transportation service to BROKER's customers. In the event of breach of this provision, BROKER shall be entitled, for a period of 18 months following said breach to a commission of 20% of the transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages, and at BROKER's discretion, CARRIER shall waive the right to collect any unpaid freight bills owed by BROKER to CARRIER as of date of breach. Additionally, BROKER may seek injunction relief in which case, CARRIER shall be liable for all costs and expenses incurred by BROKER related thereto, including, but not limited to, reasonable attorney's fees.
7. CONFIDENTIALITY: **a.)** During the term of this Agreement and thereafter, the Parties shall not directly or indirectly disclose to anyone, or use for its own, or anyone else's benefit, Confidential Information as defined herein. For purposes of this Agreement, "Confidential Information" shall mean information of the BROKER which includes but is not limited to business and/or marketing and sales plans, trade secrets, customer names, customer contacts, personal customer information, customer shipping or other logistic requirements, and all pricing information related to BROKER and BROKER's customers. Confidential Information may be disclosed to CARRIER either orally, visually or in tangible form (whether by document, electronic media, or other form). The failure of either Party to mark, label or identify any of the above described information as Confidential shall not affect its status as part of the Confidential Information protected by this Agreement. **b.)** In the event of violation of this clause, CARRIER acknowledges and agrees that the remedy at law, including monetary damages, may be inadequate and that BROKER shall be entitled, in addition to any other remedy it may have, to an injunction restraining CARRIER from violation of this Agreement in which case CARRIER shall be liable for all costs and expenses incurred by BROKER related thereto, including, but not limited to, reasonable attorney's fees. **c.)** In addition to the remedy set forth in Subparagraph (b) above, BROKER shall have the right in its sole discretion to immediately terminate the Agreement (with or without prior notice) and recover and/or withhold 20% of the transportation revenue paid (during the 18 months immediately preceding termination) and/or owing to CARRIER under this Agreement (as evidenced by CARRIER's freight bills) as liquidated damages (and not as a penalty) for breach hereof.
8. MODIFICATION OF AGREEMENT: This Agreement and the rate schedules attached may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs B2 and B3).
9. NOTICES: **a.)** All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax or by courier with signed delivery receipt. b.) The Parties shall notify each other, in writing of any claim that is asserted against either of them, by anyone, arising out of this Agreement immediately.
10. CONTRACT TERM: The term of this Agreement shall be for 1 year from the date shown above and thereafter it shall automatically be renewed for successive 1 year periods, unless terminated upon 30 days prior written notice with or without cause, by either party at any time, including the initial term. In the event of such termination the Parties shall be obligated to complete their performance obligations to each other for unfinished work in process and related payments.
11. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representatives, right and obligations of the Parties hereunder shall survive termination of this Agreement for any reason.
12. ENTIRE AGREEMENT: Except for Rate Confirmation Sheet(s) Exhibit A (and its amendments) and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding.

IN WITNESS WHEREOF, we acknowledge receipt of all four pages of this Agreement and have signed this Agreement the date and year first shown above.

BROKER: Specialized Transfer, LLC

By: _____, Owner

Doug Robbins

CARRIER:

By: _____, Authorized Signer

Printed Name:

Form **W-9**
(Rev. December 2014)
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 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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) ▶

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.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 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* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

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); 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 on page 3.

Sign Here **Signature of 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*.

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:

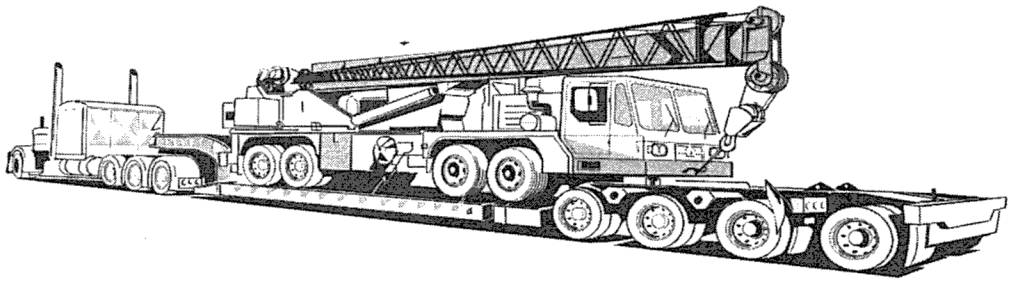
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds 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?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Specialized Transfer, LLC

100 NE Bend River Mall Avenue #114

Bend, OR 97703

Carrier Profile Sheet

Carrier Name:

Carrier Address:

Carrier Phone Number: Fax Number:

Carrier Toll Free Number: E-mail Address:

Principal Owners:

Federal ID Number: MC #:

Dispatcher Names:

Dispatch Phone Number: Dispatch Fax Number:

Cargo Liability Insurance Provider:

Cargo Liability Provider Phone Number:

Number of Trucks in Fleet:

Type of Trucks in Fleet:

# of Hotshots # of Curtain Vans

# of Flatbeds # of Power Only

# of Stepdecks # of Dry Vans

# of RGNs Other

Type of Specialized Equipment
(Check items below that apply)

8 Axle
9 Axle
10 Axle
11 Axle
12 Axle
13 Axle
Other

Fax Number – **541-322-6188**