

PLATT & ASSOCIATES, INC.
SERVING YOUR TRANSPORTATION NEEDS
1494 WEST SOUTH JORDAN PARKWAY
SOUTH JORDAN, UTAH 84095-8849

800-366-2126
www.plattassociates.com

The Federal Motor Carrier Safety Act shows your Company's Safety Rating is "NONE" or "NOT RATED". Before we can use your services, we need the following information:

1) How long has your company been in business _____ Years _____ Months?

If company has been in business more than 18 months, skip to 5.

2) If you are a newly established business of less than 18 months, was the principal owner from another trucking company _____? If so, what was the Name _____ and MC Number _____?

3) Why did the principal leave? _____
_____.

4) Is that company still in business? _____ If not, why? _____
_____.

5) Copy of your Safety Audit results.

6) Does your company have a written safety policy in place? Yes _____ No _____

7) Does your company employ someone responsible for safety? Yes _____ No _____

8) How are controlled substance testing and driver training regulations followed? _____

9) If your Carrier Safety Rating on the Driver and/or the Vehicle is above 75, we need a letter on your Company letterhead acknowledging the score and a statement advising as to what has been done to improve your safety score.

To view your Carrier Safety Rating go to: www.safersys.org/CompanySnapshot.aspx

Company Name _____

MC Number _____

Signature _____ Date _____

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SHIPPER REFERENCES

List at least three references:

COMPANY _____ CONTACT _____ PHONE _____

Circle One: Broker Shipper

COMPANY _____ CONTACT _____ PHONE _____

Circle One: Broker Shipper

COMPANY _____ CONTACT _____ PHONE _____

Circle One: Broker Shipper

COMPANY _____ CONTACT _____ PHONE _____

Circle One: Broker Shipper

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TRANSPORTATION CONTRACT

CONTRACT MADE AND ENTERED INTO ON THE _____ DAY OF _____, 20____, BY AND BETWEEN
PLATT & ASSOCIATES, INC. HEREIN **BROKER**, _____ AND HEREIN CARRIER.

RECITALS

WHEREAS: **CARRIER** IS A MOTOR CARRIER OF PROPERTY DULY AUTHORIZED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT), UNDER PERMIT NO. MC-_____, (A COPY OF WHICH PERMIT IS ATTACHED HERE TO AND/OR MADE A PART HEREOF) TO PROVIDE TRANSPORTATION OF PROPERTY FOR COMPENSATION TO SHIPPERS (CONSIGNORS) AND RECEIVERS (COSIGNEES), AND HOLD ITSELF BUT OUT OF THE GENERAL PUBLIC AS SUCH, AND

WHEREAS: **BROKER** IS A FREIGHT BROKER, DULY AUTHORIZED BY THE DOT UNDER LICENSE NO. MC 200297 TO ARRANGE TRANSPORTATION OF PROPERTY BY MOTOR CARRIER ON BEHALF OF SHIPPERS (CONSIGNORS) OR RECEIVERS (CONSIGNEES) HEREIN SHIPPER CUSTOMER) FOR COMPENSATION, AND FOR PURPOSES OF CONTRACT SUFFICIENTLY CONTROLS THE ARRANGEMENTS FOR TRANSPORTATION OF THE PROPERTY TO BE TENDERED TO **CARRIER** UNDER THE **CONTRACT**, AND

WHEREAS: **CARRIER** RECOGNIZES THE VARIED AND DISTINCT TRANSPORTATION NEEDS OF THE **BROKER** AND ITS SHIPPER CUSTOMERS, AND IN ORDER TO SERVE A PORTION, IF NOT ALL, OF THOSE TRANSPORTATION NEEDS, **CARRIER** DESIRES TO PROVIDE TRANSPORTATION SERVICES UNDER A CONTRACT DESIGNATED TO MEET SPECIAL TRANSPORTATION NEEDS OF **BROKER** AND IT'S SHIPPER CUSTOMERS AS PART OF A LARGER INTEGRATED PLAN OF TRANSPORTATION SERVICES ARRANGED BY **BROKER** FOR ITS MANY SHIPPERS AND CARRIER CUSTOMERS, AND

WHEREAS: **CARRIER** AND **BROKER** MUTUALLY DESIRE TO ENTER INTO A CONTRACT WHEREBY CARRIER WILL PROVIDE SUCH COMPENSTED TRANSPORTATION SERVICES AS ARRANGED BY **BROKER** FOR AND ON BEHALF OF SHIPPER CUSTOMERS ALL AS AUTHORIZED BY THE PROVISIONS OF THE INTERSTATE COMMERCE ACT (ICA) AS AMMNDED, 49 U.S.C. SS 13101 ET SEQ..

TERM AND CONDITIONS

1. **SCOPE OF CONTRACT.** **CARRIER** AND **BROKER** AGREE THIS CONTRACT SHALL GOVERN ANY AND ALL SHIPMENTS TENDERED TO **CARRIER** FOR TRANSPORTATION BY **BROKER** (OR UPON **BROKER'S** INSTRUCIONS BY ITS SHIPPERS CUSTOMERS) DURING THE TERM OF THIS CONTRACT, WHETHER REGULATED OR UNREGULATED GOODS OR COMMODITIES, IN INTER- OR INTRA-STATE COMMERCE. ANY RATES, CHARGES, CLASSIFICATIONS AND/OR RULES IN TARIFFS FILED OR PUBLISHED BY **CARRIER** SHALL NOT APPLY TO ANY SUCH SHIPMENT UNLESS SUCH RATES, GARGES, CLASSIFICATIONS AND/OR RULES ARE SPECIFICALLY IDENTIFIED AND INCORPORATED HEREIN.
2. **OBLIGATIONS TO TENDER AND TO TRANSPORT SHIPMENTS.** **BROKER** AGREES TO TENDER SHIPMENTS TO **CARRIER** AND **CARRIER** AGREES TO TRANSPORT THE SHIPMENTS TO CUSTOMER AND **CARRIER** AGREES TO TRANSPORT THE SHIPMENTS TENDERED BY **BROKER** FOR TRANSPORTATION UNDER THIS CONTRACT.
3. **BROKER'S COMMITMENT STANDARD**
 - I- **BROKER** SHALL PAY **CARRIER** FOR TRANSPORTATION SERVICES PROVIDED UNDER THIS **CONTRACT** AS AGREED HEREIN OR IN ANY SUBSEQUENT, SUPPLEMENT, ADDENDUM OR APPENDX, WHICH EXPRESSLY MODIFIES OR AMENDS, AND BY INCORPORATION BECOMES A PART OF, THIS **CONTRACT**.
4. **CARRIER'S SERVICES STANDARD.**
 - I- **CARRIER** WARRANTS THAT IT HAS ALL LAWFUL OPERATION AUTHORITY FROM FEDRAL AND STATE AUTHORITIES NECESSARY AND APPROPRIATE TO PREFORM DIRECT, NON-INTERLINED TRANSPORTATION SERVICE FOR ALL SHIPMENTS TO ALL LOCATIONS TENDERED FOR TRANSPORTATION UNDER THIS **CONTRACT**.
 - II- **CARRIER** SHALL PROVIDE TRANSPORTATION SERVICES PURSUANT TO THIS **CONTRACT**, AND SHALL ACCEPT TENDER OF SHIPMENTS AS DIRECTED BY **BROKER**, AND TRANSPORT AND DELIVER SUCH SHIPMENTS PROMPTLY, EFFICIENTLY, AND SAFELY. **CARRIER** SHALL TRANSPORT SUCH SHIPMENTS AS **BROKER** OR ITS SHIPPER CUSTOMERS MAY REQUIRE FROM AND TO SUCH POINTS BETWEEN WHICH SERVICE MAYBE REQUIRED WITH REASONABLE DISPATCH AND WITHOUT UNREASONABLE DELAY, AND/OR SUBJECT TO TIMES SCHEDULEAD, WITH EQUIPMENT SUITABLE FOR THE TRAFFIC OFFERED AND IN COMPLIANCE WITH ANY SPECIFIC SHIPMENT INSTRUCTIONS.

III- EACH SHIPMENT TENDERED AND ACCEPTED FOR TRANSPORT SHALL BE EVIDENCED BY A BILL OF LADING OR OTHER RECEIPT PREPARED BY EITHER SHIPPER, CUSTOMERS OR **CARRIER**. SUCH BILL OF LADING OR RECEIPT SHALL BE SIGNED BY **CARRIER** AND WILL STATE THE KIND, QUANTITY AND CONDITION OF GOODS OR COMMODITIES RECEIVED AND DELIVERED BY **CARRIER** AT THE LOADING AND UNLOADING POINTS. FAILURE OF **CARRIER** TO ISSUE OR SIGN A BILL OF LADING WILL NOT AFFECT OR AVOID **CARRIER'S** OBLIGATIONS OR LIABILITY HEREUNDER.

IV- **CARRIER** UNDERSTANDS AND AGREES IN PERFORMING SERVICES UNDER THIS **CONTRACT** THAT TIME IS OF THE ESSENCE IN THE PICKUP, TRANSPORTATION AND DELIVERY OF INDIVIDUAL SHIPMENTS AND THAT IT AGREES TO MEET ALL PREARRANGED SCHEDULED PICKUP AND DELIVERY APPOINTMENTS IN STRICT ACCORD WITH SCHEDULE OF **BROKER'S** SHIPPER CUSTOMER. **CARRIER** SHALL PROVIDE A MANAGEMENT LEVEL PERSON TO COORDINATE AND MAINTAIN DAILY COMMUNICATION WITH **BROKER** TO REPORT ON STATUS OR LOCATION OF ANY SHIPMENT TENDERED AND TRANSPORTED UNDER THIS **CONTRACT**.

V- **SHIPPING AND DELIVERY DOCUMENTS**. UPON REQUEST FOR PAYMENT UNDER THIS **CONTRACT**, **CARRIER** SHALL PROVIDE **BROKER** WITH COPIES OF SIGNED BILLS OF LADING AND PROOF OF DELIVERY (POD) RECEIPTS AS EVIDENCE OF SUCH SERVICES. **CARRIER** SHALL RETAIN PROOFS OF PICKUP AND DELIVERY FOR AT LEAST ONE YEAR FROM DATE OF DELIVERY. IF A BILL OF LADING WAS NOT PROVIDED OR ISSUED AT ORIGIN A WRITTEN AND SIGNED DELIVERY RECEIPT MAY BE ACCEPTED AS PROOF OF DELIVERY AT **BROKER** OR CUSTOMER'S OPTIONS.

VI- **LIABILITY OF CARRIER.**

- i. **CARRIER'S** LIABILITY BEGINS WHEN IT TAKES POSSESSIONS OF THE GOODS FOR TRANSPORTATION AND SIGNS THE BILL OF LADING OF RECEIPT AND THERE IS NOTHING FURTHER FOR **BROKER** OR ITS SHIPPER CUSTOMERS TO DO IN TENDERING THE FREIGHT TO **CARRIER**. WHICHEVER OCCURS FIRST. **CARRIER'S** LIABILITY SHALL END WHEN IT RECEIVES A SIGNED DELIVERY RECEIPT FROM THE PROPER NAMED CONSIGNEE AND NOTHING REMAINS TO BE DONE BY **CARRIER** TO DELIVER THE SHIPMENT TO THE CONSIGNEE. **CARRIER'S** FAILURE TO ISSUE OR SIGN THE BILL OF LADING WILL NOT AVOID LIABILITY HEREUNDER.
- ii. **CARRIER** SHALL BE LIABLE TO **BROKER**, ITS SHIPPER CUSTOMERS AND/OR BENEFICIAL OWNERS OF THE CARGO, OR THEIR RESPECTIVE ASSIGNS FOR THE FULL VALUE OF ACTUAL LOSS, DAMAGE, OR INJURY TO FREIGHT, PERSONS, BUSINESS OR OTHER PROPERTY, INCLUDING EXPENSES FOR DELAY. COSTS OF RECOVERY, CLEAN UP OR CONTAINMENT OF ANY COMMODITY, OCCURING WHILE A SHIPMENT WAS IN THE POSSESSION OR UNDER THE CONTROL OF **CARRIER** PURSUANT TO THIS **CONTRACT** OR RESULTING FROM **CARRIER'S** PERFORMANCE OF OR FAILURE TO PERFORM THE SERVICES PROVIDED HEREIN. FOR PURPOSES OF THIS CONTRACT, ALL LIABILITY STANDARDS AND BURDENS OF PROOF HEREUNDER ARE GOVERNED BY THE COMMON LAW APPLICABLE TO MOTOR **CARRIERS** AND BY 49 U.S.C.S. 14706, WITHOUT WAIVER, RELEASE RATE OR OTHER LIMITATION OF LIABILITY. THE ABOVE STRICT LIABILITY STANDARD AND SECTION OF THE UNITED STATES CODE WILL APPLY UNLESS ANOTHER DEGREE OF RESPONSIBILITY IS CALLED FOR BY THE TERMS AND CONDITIONS HEREIN, IN WHICH EVENT THIS **CONTRACT** SHALL PREVAIL. FULL VALUE OF LOST OR DAMAGED ITEMS SHALL MEAN NOT LESS THAN ANY REPLACEMENT COST ESTABLISHED BY TRADESALE OR OTHER INVOICE DOCUMENTATION PLUS ANY ADDITIONAL TRANSPORTATION LOSS. EXPENSES OF DELAY WILL INCLUDE PERSONNEL OR EQUIPMENT COMPENSATION, OVERTIME AND THE LIKE. IN APPROPRIATE CIRCUMSTANCES DAMAGES FOR LOSS, INJURY OR DELAY MAY INCLUDE LOSS OF A SALE AND/OR PROFIT.
- iii. CLAIMS AGAINST **CARRIER** FOR LOSS, DAMAGE, INJURY OR DELAY MAY BE FILED BY **BROKER**, ITS SHIPPER, CUSTOMERS, PARTIES TO THE BILL OF LADING, AND/OR THE BENEFICIAL OWNER OF THE SHIPMENT. ALL FILED CLAIMS SHALL BE ACKNOWLEDGED, INVESTIGATED AND ADJUSTED BY **CARRIER** IN ACCORDANCE WITH FEDERAL REGULATIONS, 49 C.F.R. PART 370, OR ANY MODIFICATION OR AMENDMENT THEREOF.

VII- **INSURANCE OF CARRIER**

- i. **CARRIER** SHALL MAINTAIN PRIMARY CARGO INSURANCE IN AN AMOUNT EQUAL TO THE FULL VALUE OF THE MAXIMUM QUANTITY OF GOODS EXPECTED TO BE TRANSPORTED AT ANY ONE TIME UNDER THE **CONTRACT**, BUT IN NO EVENT IN AN AMOUNT LESS THAN \$100,000 PER SHIPMENT, TO COMPENSATE **BROKER**, ITS SHIPPER CUSTOMERS, OR THE BENEFICIAL OWNER OF THE GOODS FOR ANY AND ALL LOSS, DAMAGE OR DELAY TO PROPERTY WHICH WAS PLACED IN POSSESSION OR CONTROL OF **CARRIER** IN CONNECTION WITH TRANSPORTATION OR OTHER SERVICES UNDER THIS **CONTRACT**.
- ii. **CARRIER** SHALL ALSO MAINTAIN PRIMARY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE IN AN AMOUNT SUFFICIENT TO COVER ANY AND ALL LIABILITY RISKS ASSOCIATED WITH ITS ACTIVITIES AND OPERATIONS IN CONNECTION WITH TRANSPORTATION AND OTHER SERVICE UNDER THIS **CONTRACT**, BUT IN NO EVENT IN

AMOUNTS LESS THAN AND THOSE PRESCRIBED BY APPLICABLE STATUTES AND REGULATIONS OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT), AND IN NO EVENT IN AN AMOUNT LESS THAN \$1,000,000.

- iii. **CARRIER** AGREES THAT ITS CARGO AND LIABILITY INSURANCE POLICIES WILL REQUIRE THE INSURANCE UNDERWRITE (S) TO NAME **BROKER** AS ADDITIONAL INSURED OR BENEFICIARY, AND TO GIVE **BROKER** WRITTEN NOTICE THIRTY (30) DAYS PRIOR TO THE CANCELLATION OF SUCH POLICIES. UPON REQUEST **CARRIER** SHALL PROMPTLY FURNISH TO **BROKER** COMPLETE COPIES OF INSURANCE POLICIES, COVERAGE OR EXCLUSION PROVISIONS AND/OR CERTIFICATES OF INSURANCE FOR EACH POLICY.

VIII- INDEMNIFICATION BY CARRIER

- i. **CARRIER** SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY **BROKER** AND ITS CUSTOMERS THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM OR FOR ANY AND ALL LIABILITY OR CLAIMS FOR LOSS OR DAMAGE TO ANY FREIGHT IN THE POSSESSION OR CONTROL OF THE **CARRIER**, IN CONNECTION WITH TRANSPORTATION UNDER THIS **CONTRACT**, AND ALL LIABILITY OR CLAIMS FOR PERSONAL INJURY OR DEATH OR PROPERTY LOSS OR DAMAGE ARISING OUT OF THE ACTS OR OMISSIONS OF **CARRIER** IN PROVIDING TRANSPORTATION UNDER THIS **CONTRACT**
- ii. **CARRIER'S** OBLIGATION UNDER THIS **CONTRACT** SHALL INCLUDE LIABILITY FOR PAYMENT OF ANY AND ALL COSTS AND/OR FEES INCURRED BY **BROKER** OR ITS CUSTOMERS IN THE ADJUSTMENT OR DEFENSE OF ANY CLAIM FOR CARGO LOSS OR DAMAGE OR DELAY AND/OR CLAIM FOR PERSONAL INJURY OR DEATH OR PROPERTY LOSS OR DAMAGE OR DELAY AND/OR CLAIM FOR PERSONAL INJURY OR DEATH OR PROPERTY LOSS OR DAMAGE ARISING OUT OF TRANSPORTATION OPERATIONS AND SERVICE UNDER THIS **CONTRACT**.
- iii. **CARRIER'S** AGREES THAT ITS OBLIGATION TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE **BROKER** OR ITS CUSTOMERS FOR ANY AND ALL LIABILITY OR CLAIMS RESULTING FROM OR ARISING OUT OF TRANSPORTATION OPERATIONS AND SERVICES UNDER THIS **CONTRACT** SHALL SURVIVE AND TERMINATION OF THIS **CONTRACT**.
- iv. **CARRIER** AGREES THAT ITS OBLIGATIONS UNDER THIS **CONTRACT** SHALL EXTEND TO AND INSURE TO THE BENEFIT OF **BROKER'S** SHIPPER CUSTOMERS AS THIRD PARTY BENEFICIARIES OF THIS **CONTRACT**.

IX- COMPLIANCE WITH LAWS, REGULATIONS AND CONTRACT PROVISIONS

- i. **CARRIER** AND **BROKER** AGREE THAT TRANSPORTATION SERVICES UNDER THIS **CONTRACT** ARE TO BE PERFORMED AS A CONTRACT IN COMPLIANCE WITH THE INTERSTATE COMMERCE ACT (ICA), 49 U.S.C. SS 13101, ET SEQ, AND REGULATIONS ISSUED THEREUNDER, OR ANY MODIFICATIONS OR AMENDMENTS THERETO, NOT INCONSISTENT WITH PROVISION OF THIS **CONTRACT**.
- ii. IT IS THE INTENTION AND CONTEMPLATION OF THE PARTIES THAT THE COMPENSATED TRANSPORTATION SERVICES PROVIDED HEREUNDER ARE DONE SO UNDER A CONTINUING AGREEMENT BETWEEN THE PARTIES SUBJECT, HOWEVER, TO THE PRIMARY PARTY, RENEWAL AND TERMINATION PROVISIONS OF THIS **CONTRACT**.
- iii. BOTH PARTIES INTEND AND RECOGNIZE THAT THIS **CONTRACT** IS DESIGNED TO AND DOES COMPLY WITH ALL APPLICABLE LEGAL REQUIRMENTS FOR THE TRANSPORTATION CONTRACTS, AND ENTER INTO THE SAME FOR SUCH PURPOSES. EACH AND EVERY SHIPMENT TENDERED TO **CARRIER** BY **BROKER** SHALL BE DEEMED TO BE A TENDER TO **CARRIER** AS A DULY LICENSED AND AUTHORIZED MOTOR CARRIER SUBJECT ONLY TO THE TERMS OF THIS **CONTRACT** AND THE PROVISIONS OF LAW APPLICABLE TO MOTOR CARRIER TRANSPORTATION OF PROPERTY UNDER THE ICA.

X- RATES AND CHARGES OF CARRIER

- i. RATES AND CHARGES FOR TRANSPORTATION OF GOODS UNDER THIS **CONTRACT** SHALL BE AS AGREED TO BETWEEN THE PARTIES HERETO IN WRITING AND ARE TO BE CONTAINED IN A SCHEDULE, MEMORANDUM OR CONFIRMATION OF RATES AND CHARGES MUTUALLY ACCEPTED AND AGREED TO BY **BROKER** AND **CARRIER**, AND ATTACHED TO AND/OR MADE PART OF THIS **CONTRACT** AS APPENDIX "A" WHICH MAY BE SUBDIVIDES AS DEEMED APPROPRIATE INTO APPENDICES A-1, A-2, A-3, ECT, FOR THE PURPOSES OF CONFIRMING SHIPMENTS, IDENTIFYING SERVICES, DESIGNATING RATES OR CHARGES, AND THE LIKE.
- ii. ALL RATES AND CHARGED FOR TRANSPORTATION DUE UNDER THIS **CONTRACT** SHALL BE PAYABLE IN CURRENCY OF THE UNITED STATES (US), AND AS SET OUT IN ANY SCHEDULE, MEMORANDUM OR CONFORMATION ARE EXPRESSED IN US DOLLARS (US\$).

XI- PAYMENT RESPONSIBILITY

- i. EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED, CARRIER AND BROKER AGREE BROKER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT OF ALL OF CARRIER'S RATES AND CHARGES UNDER THIS CONTRACT AND CARRIER SHALL NOT INVOICE OR OTHERWISE SEEK THE COLLECTION OF ITS CHARGES FROM ANY PERSON FOR ANY PARTICULAR SHIPMENT OTHER THAN BROKER.
- ii. CARRIER AGREES THAT A SHIPPER'S PAYMENT OF FREIGHT CHARGES AND FEES TO THE BROKER SHALL SATISFY THE SHIPPER'S OBLIGATION FOR PAYMENT OF ANY SUMS DUE FOR TRANSPORTATION BY CARRIER UNDER THIS CONTRACT, FOR PURPOSES OF COLLECTION OF ANY FREIGHT CHARGES DUE HEREUNDER, CARRIER APPOINTS BROKER AS ITS AGENT AUTHORIZED TO INVOICE AND RECEIVE PAYMENT OF SUCH CHARGES.
- iii. IN THE EVENT THAT THE PARTIES AGREE THAT CHARGES ON SPECIFIC SHIPMENTS ARE TO BE COLLECTED ON DELIVERY (COD) FROM A PARTY OTHER THAN BROKER, BROKER GUARANTEES THE PAYMENT OF ALL APPLICABLE CHARGES FOR SUCH A SHIPMENT UP TO THE TIME THAT THE CARRIER DELIVERS OR RELINQUISHES POSSESSION OR CONTROL OF THE FREIGHT AT DESTINATION. BROKER'S GUARANTEE OF PAYMENT SHALL EXPIRE UPON SUCH DELIVERY.
- iv. INVOICE PROCEDURE. **CARRIER** SHALL INVOICE DIRECTLY TO **BROKER** (OR, UPON WRITTEN INSTRUCTIONS RECEIVED FROM **BROKER**, TO A THIRD PARTY FREIGHT BILL PAYMENT PLAN COMPANY WHICH SHALL BE CONSIDERED AN AGENT OF **BROKER** FOR PURPOSES OF PAYMENT OF **CARRIER'S** INVOICES). ALL CHARGES RELATION TO A PARTICULAR SHIPMENT. **BROKER** SHALL PAY (OR CAUSE TO BE PAID) DIRECTLY TO **CARRIER**, WITHIN THIRTY (30) CALENDAR DAYS AFTER RECEIPT OF INVOICES AND PROOFS OF DELIVERY (PODS) FOR TRANSPORTATION PERFORMED PURSUANT TO THIS **CONTRACT**. NO LOSS OF DISCOUNT, INTEREST PENALTY OR OTHER CREDIT ENFORCEMENT PROVISIONS SHALL APPLY IN THE EVENT OF **BROKER'S** FAILURE TO PAY. **BROKER** IS NOT OBLIGATED TO PROTEST AN INITIATOR SUBSEQUENT FREIGHT BILL IN ORDER TO CONTEST A BILL OR SEEK TO RECOVER OVERCHARGES IN ANY FORM. IF SPECIFIED IN APPENDIX A, ELECTRONICALLY TO THE BANK OR DEPOSITORY DESIGNATED BY **CARRIER**.

XII- CARRIER'S RIGHT TO LIEN ON FREIGHT.

- i. **CARRIER** SHALL NEITHER HAVE NOR CLAIM ANY LIEN RIGHTS ON OR AGAINST ANY PROPERTY TRANSPORTED UNDER THIS **CONTRACT**. EXCEPT FOR SHIPMENTS FOR WHICH **CARRIER** IS TO COLLECT ITS CHARGES FROM A PARTY OTHER THAN **BROKER**. SUCH LIEN SHALL EXTEND ONLY TO THE COLLECTION OF CHARGES RELATING TO THE SHIPMENT SUBJECT TO THE LIEN AND SUCH LIEN SHALL EXPIRE UPON EITHER THE UNCONDITIONAL GUARANTEE BY **BROKER** OF THE PAYMENT OF SUCH CHARGES BY THE PARTY RESPONSIBLE FOR PAYMENT IN THE EVENT THAT **CARRIER** VIOLATES THE TERMS OF THIS PARAGRAPH, IT SHALL FORFEIT ALL RIGHTS TO ANY AND ALL CHARGES FOR THE SHIPMENTS TRANSPORTED PURSUANT TO THIS **CONTRACT** THEN DUE AND OWING BY **BROKER** OR BY A PARTY OTHER THAN **BROKER**, AND MAY BE LIABLE FOR DAMAGE.

XIII- BROKER'S RIGHT OF SET-OFF

- i. IN THE EVENT OF AN OVER CHARGE, OVER COLLECTION, DUPLICATE PAYMENT, OR CLAIM FOR LOSS, DAMAGE OR INJURY FILED WITH **CARRIER**, **CARRIER** AGREES THAT **BROKER** OR ITS SHIPPER CUSTOMERS SHALL HAVE THE RIGHT OF SET-OFF AN AMOUNT SUFFICIENT TO COVER THE OVERCHARGE, OVER COLLECTION, DUPLICATE PAYMENT OR CLAIM AND TO DEDUCT AND WITHHOLD SUCH AMOUNT FROM ANY FREIGHT CHARGE PAYMENTS DUE **CARRIER**.

XIV- NO SOLICITATIONS OF CUSTOMERS

- i. **CARRIER** AND **BROKER**, AT CONSIDERABLE EXPENSE HAS DEVELOPED A BROAD SHIPPER CUSTOMER BASE THAT IS ESSENTIAL TO THE SUCCESSFUL BUSINESS OF THE **BROKER**. **CARRIER** AND **BROKER** AGREE THAT DISCLOSURE OF THE IDENTITY OF **BROKER'S** SHIPPERS CUSTOMERS TO **CARRIER** CONSTITUTES VALUABLE CONSIDERATION. DURING THE TERM OF THIS CONTRACT AND FOR A PERIOD OF ONE (1) YEAR FROM THE TIME OF THE TERMINATION OF THIS **CONTRACT**, **CARRIER** SHALL NOT, DIRECTLY OR INDIRECTLY SOLICIT OR DO BUSINESS OF A TRANSPORTATION OR WAREHOUSING NATURE WITH ANY OF **BROKER'S** CUSTOMERS WHO ARE OR WERE SERVICED BY **CARRIER** AS A RESULT OF THIS **CONTRACT** UNLESS OTHERWISE AGREED TO IN WRITING.

XV- FORCE MAJEURE

- i. NEITHER PARTY HERE TO WILL BE LIABLE FOR THE TENDER OR TIMELY TRANSPORT FREIGHT UNDER THIS **CONTRACT** IF SUCH FAILURE, DELAY OR OTHER OMISSION IS CAUSED BY STRIKES, ACTS OF GOD, WAS ACCIDENT, CIVIL DISORDER, OR THROUGH COMPLIANCE WITH LEGALLY CONSTITUTED ORDER OF CIVIL OR MILITARY AUTHORITIES.

XVI- RESOLUTIONS OF DISPUTES/VENUE/LIMITATIONS OF ACTIONS

- i. THE PARTIES AGREE THAT ANY DISPUTES ARISING UNDER THIS **CONTRACT** SHALL BE MEDIATED, ARBITRATED, OR LITIGATED IN A FORUM LOCATED IN THE SOUTH JORDAN, (SALT LAKE CITY) COUNTY, UTAH, THE CITY, COUNTY AND STATE IN WHICH (BROKER) MAINTAINS ITS PRINCIPAL PLACE OF BUSINESS, FOR THAT PURPOSE, BOTH PARTIES AGREE TO SUBMIT TO THE VENUE AND JURISDICTIONAL REQUIREMENTS OF THE FEDERAL COURTS OR THE AMERICAN ARBITRATION ASSOCIATION SITTING IN OR WITH JURISDICTION OVER **BROKER'S** PRINCIPAL PLACE OF BUSINESS. INTO THE ENFORCEMENT OF ANY OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS **CONTRACT**, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COST INCURRED.

XVII- ENTIRE CONTRACT

- i. THE PROVISIONS CONTAINED IN THIS **CONTRACT** TOGETHER WITH APPENDIX AND OTHER APPENDICES PROPERLY EXPRESS AND MEMORIALIZE THE COMPLETE **CONTRACT** AND UNDERSTANDING BETWEEN THE PARTIES, INCLUDING THOSE AS CONTAINED IN ALL PRIOR CONTRACTS, BOTH VERBAL OR WRITTEN, AND THERE ARE NO OTHER **CONTRACTS** OR UNDERSTANDING WHATSOEVER, EXPRESSED OR IMPLIED. THIS **CONTRACT** MAY NOT BE CHANGED, WAIVED, OR MODIFIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY **CARRIER** AND **BROKER** STATING THAT SUCH WRITINGS ARE AN AMENDMENT OF THIS **CONTRACT**.

XIII - BINDING NATURE OF CONTRACT

- i. THIS **CONTRACT** SHALL BE BINDING UPON THE PARTIES HERETO, THEIR LEGAL REPRESENTITIVES, SUCCESSORS AN AUTHORIZED ASSIGNS.

I - CONFIDENTIALITY

- i. **CARRIER** ALSO ACKNOWLEDGES THAT IN THE PERFORMANCE OF THIS **CONTRACT** IT WILL RECEIVE CONFIDENTIAL AND PROPRIETARY INFORMATION ABOUT **BROKER** AND ITS CUSTOMERS REGARDING PAST, PRESENT AND FUTURE ACTIVITIES, PRODUCTS, OPERATIONS, PRICES, PRACTICES AND RELATIONS. **CARRIER** AGREES TO HOLD IN CONFIDENCE, AND NOT DISCLOSE ANY CONFIDENTIAL INFORMATION EXCEPT AS MAY BE REQUIRED BY LAW, OR IN ORDER TO PERFORM DUTIES AND OBLIGATIONS UNDER THIS **CONTRACT**. IN THE EVENT, UNTIL A WRITTEN CONFIDENTIALITY AGREEMENT EXECUTED BY THE OTHER PARTY IDENTICAL ON FORM AND CONTENT TO THIS PROVISION.

II - AUTHORITY OF REPRESENTATIVES TO BIND PARTIES

- i. IT IS WARRANTED AND AGREED BY THE PARTIES THAT THE PERSONS SIGNING THIS **CONTRACT** RESPECTIVELY FOR **CARRIER** AND **BROKER** ARE THE DULY AUTHORIZED REPRESENTATIVES TO SIGN SUCH **CONTRACT**. NO FURTHER PROOF OF AUTHORIZATION IS OR SHALL BE REQUIRED.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS **CONTRACT** ON THE DATE BELOW WRITTEN:
DATED: _____

BROKER:
PLATT & ASSOCIATES, INC
1494 W SOUTH JORDAN PARKWAY
SOUTH JORDAN, UTAH 84095

PHONE: 800-366-1353
FAX: 801-254-6574

BY: MARK PLATT
PRESIDENT

SIGNED: _____

DATED: _____

CARRIER: _____

ADDRESSES: _____

CITY: _____ STATE: _____ ZIP _____

PHONE: _____ FAX: _____

MC#: _____

FED ID#: _____

SIGNATURE: _____

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

Social security number									
				-			-		
or									
Employer identification number									
					-				

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.

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 ▶
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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.

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Worker's Compensation Hold Harmless Agreement

This is to certify that we _____, are in compliance with the Worker's Compensation Laws of the State of _____. Furthermore, _____ agrees to release, Indemnify, and hold harmless Platt & Associates, Inc, and any or all of its customers from any and all claims, fines, and actions, including any award by a Worker's Compensation Court or similar administration body court of law, arising out of claims by an employee or agent of _____ for work related injuries.

Signature _____

Title _____

Date _____