

5145 State Route 47 P.O. Box 355 Ansonia, Ohio 45303

Phone: 866-380-9368 Fax: 937-337-0146

Carrier/Vender Set Up Packet



# **Checklist for New Carrier/Vendor Set Up**

## Required Forms:

- 1. <u>Liability insurance certificate</u>, Midwest Ag Transport, Inc listed as certificate holder. MUST have general liability/commercial general liability checked on certificate page.
- 2. <u>Cargo insurance certificate</u>, Midwest Ag Transport, Inc listed as certificate holder. MUST have no less than \$50,000 limit.
- 3. Broker Carrier Contract Agreement
- 4. W-9 with Federal ID Number
- 5. Carrier's Information Page
- 6. Carrier's Certification Regarding Mammalian Protein Products
- 7. Carrier's Certification Regarding Loading & Unloading
- 8. Workers' Compensation Certificate
- 9. Copy of Operating Authorities (MC, DOT, and any other applicable #'s)

\*\*No freight payments will be processed until all documentation is available \*\*

#### MOTOR CARRIER TRANSPORTATION AGREEMENT

MIDWEST AG TRANSPORT INC.

MIDWEST AG TRANSPORT INC., an	greement"), made and entered into this day of Ohio corporation maintaining its principle place of busines	ss in Darke County, Ohio herein referred to as
BROKER, and	, existing under the laws of the State	of and maintaining its principle place
of business at	herein referred to	as CARRIER.
	WITNESSETH	
WHEREAS, BROKER is ac various motor contract carriers in intersta	tively engaged in the business of soliciting dry bulk freight ate commerce.	t and other commodities for transportation by
WHEREAS CARRIER rem	recents and warrants that it is a motor contract carrier resul	arty engaged in highway transportation for

WHEREAS, CARRIER represents and warrants that it is a motor contract carrier regularly engaged in highway transportation for hire in interstate commerce, pursuant to applicable authorities/registrations, including without limitation USDOT No. \_\_\_\_\_\_ issued to CARRIER by the United States Department of Transportation to the extent not preempted by federal law.

WHEREAS, the parties wish to benefit from the services of one another by **BROKER** soliciting freight from its customers and facilitation the tender of such freight to **CARRIER** for transportation under the terms and conditions of and pursuant to the rates established in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein, as well as other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### I TERM

This Agreement shall take effect on the effective date designated herein and shall remain in full force and effect for twelve (12) months (the "Initial Term"). Upon expiration of the Initial Term, this Agreement's term shall automatically renew for successive twelve (12) month periods, provided however, that either party may terminate this Agreement for or without cause upon thirty (30) days' prior by written notice to the other. In addition, either party may terminate this Agreement upon the other party's failure to cure its default or breech under this Agreement within fourteen (14) days of receiving written notice of the same.

#### 2. SOLICITATION AND TENDER OF FREIGHT

BROKER shall utilize its best efforts to solicit freight and facilitate the tender of such freight to CARRIER for transportation under the terms and conditions of, and pursuant to rates established in this Agreement.

#### 3. TRANSPORTATION SERVICES

Upon CARRIER's acceptance of freight, CARRIER will transport said freight, without loss, damage or delay, using equipment of the type and nature described herein to the point of delivery designated in the relevant shipping document(s). CARRIER is responsible for loading and securing all freight and CARRIER shall act reasonably in protecting against, and shall refrain from accepting, shipments that are unlawful, unsafe or in any way unfit for transport. Upon CARRIER's acceptance and receipt of freight, CARRIER shall have exclusive care, custody and control over such freight until its tender to the consignee or beneficial owner, except as provided in this Agreement. CARRIER shall be responsible for any loss, damage or delay to freight under its care, custody and control. To the extent any shipment is accepted with exceptions, CARRIER, or its designee, shall expressly state all such exceptions on the face of the corresponding shipping document(s). A clear shipping document shall be *prima facie* evidence that all freight was accepted by the CARRIER in acceptable load, count and condition and without reservation or exception.

#### 4. EQUIPMENT

CARRIER agrees to secure equipment of the type and number required to satisfy the transportation needs of BROKER's customers. The equipment required hereunder shall at all times conform to all applicable federal and state laws and regulations governing the same, including without limitation the Federal Motor Carrier Safety Regulations and any version thereof adopted. CARRIER shall be solely responsible for all maintenance and upkeep to be performed with respect to the equipment and shall utilize only equipment that is in good and lawful condition in serving BROKER hereunder. CARRIER's equipment shall bear lawful signage identifying CARRIER as such.

#### 5. INDEPENTENT CONTRACTOR

CARRIER is, and shall perform this Agreement as an independent contractor, and nothing herein contained or otherwise shall be construed as inconsistent with this relationship or status. CARRIER is responsible for furnishing all drivers, equipment and supplies necessary in performing its obligations hereunder. CARRIER shall have sole and exclusive control over the manner in which it performs the transportation services provided for hereunder, as well as the hiring, discipline and discharge of drivers and/or employees utilized by CARRIER. Further, CARRIER assumes full responsibility for the payment of all federal, state and local employment taxes, including without limitation social security taxes, income taxes including withholding of income tax for CARRIER's employees, Medicare and Medicaid taxes, the cost of unemployment insurance, the cost of workers' compensation insurance or any occupational disability policy, and any and all other income or employment taxes for CARRIER or any agent, employee or worker engaged by CARRIER.

#### 6. INDEMNIFICATION

Consistent with the parties' independent contractor relationship, each party shall be responsible for its own acts and omissions, as well as those of its employees or subcontractors. Unless otherwise provided for in this agreement, therefore, each party agrees to release, indemnify and save the other party harmless from and against any and all claims, action, damage, loss, injury or other expense relating to or arising out of the releasing party's acts or omissions, or those of its employees or subcontractors, under this Agreement or otherwise. The foregoing obligation to indemnify is limited by the parties' agreement that neither party shall be liable for special, indirect, punitive, incidental or consequential damages. Further, this provision shall not serve to limit or otherwise reduce CARRIER's obligations as to the shipments accepted and transported under this Agreement.

#### 7. RATES

BROKER will issue a "Load Confirmation" to serve as an addendum to this contract for each load specifying rates and other service requirements particular to that Load, BROKER agrees to compensate CARRIER for the transportation services provided hereunder at the rate stated on the face of the "Load Confirmation". Loads that are assigned verbally are confirmed by a "Load Confirmation" whenever possible via fax or email. CARRIER will not perform a service that is contrary to this document without prior approval from BROKER and a new "Load Confirmation" forwarded. BROKER shall pay CARRIER within thirty (30) days after Broker's receipt of CARRIER's invoice, shipper's bill of lading, fully & legibly signed proof of delivery, and other documents as required by BROKER or shipper. Shipments with potential claims, shortages, or detention pay may not be paid until settled in full with the customer.

#### 8. INSURANCE

CARRIER agrees to purchase, carry and maintain at all times during the Initial Term and successive term(s) of this Agreement, the following insurance coverage:

- A. LIABILITY INSURANCE covering bodily injury, personal injury and property damage, arising out of or related to services provided or equipment owned, operated or controlled by CARRIER, in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, unless increased pursuant to the Appendices hereto or operation of applicable law or regulation. Motor Truck Cargo coverage with limits suitable to cover the transported property with a limit of no less than FIFTY THOUSAND DOLLARS (\$50,000) will be maintained and confirmed by original certificate of coverage. The coverage provided herein shall insure CARRIER, its directors, officers, employees, agents and subcontractors, and the policy shall identify BROKER as certificate holder, entitled to thirty (30) days' prior, written notice of any lapse, reduction, or termination of coverage.
- B. GENERAL LIABILITY INSURANCE covering bodily injury, personal injury and property damage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, unless increased pursuant to the Appendices hereto or operation of applicable law or regulation. The coverage provided for herein shall insure CARRIER, its directors, officers, employees, agents and subcontractors and shall include, but not necessarily be limited to, the following coverage: Personal Injury Liability coverage; complete operations liability coverage; contractual liability coverage for all obligations of CARRIER hereunder, including, but not limited to, release and indemnification obligations.
- C. WORKERS' COMPENSATION INSURANCE. Prior to CARRIER's engagement of any agent, employee or worker, and annually thereafter, CARRIER shall satisfy the BROKER that it has obtained a policy of workers' compensation insurance or applicable occupational accident coverage.

#### 9. TRADE SECRETS AND NONSOLICITATION

It is contemplated that CARRIER, in the course of performing under this Agreement, will be engaged in work involving: BROKER's customers, customer lists, customer accounts and rate structures; marketing plans and strategies; activities, cooperatives, contacts and marketing; and processes unique or dedicated to BROKER or BROKER's operations (collectively, the "Confidential Information"). Such Confidential Information constitutes trade secrets that CARRIER shall not disclose, directly or indirectly, or use in any manner, either during the term of this Agreement or at any later time, except as required by this Agreement, or except when expressly authorized to do so by BROKER in writing. CARRIER agrees that upon request or termination of this Agreement, it will return to BROKER all documents in its possession, which contain or discuss Confidential Information. Further, during the term of this Agreement, and for a period of two (2) years immediately following termination of this Agreement, CARRIER shall not, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, whether on behalf of CARRIER or on behalf of any broker, lessee or employer of CARRIER, any of BROKER's customers or employees.

CARRIER acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect legitimate business interests of BROKER and its customers. Accordingly, CARRIER agrees that in addition to any rights BROKER may have to recover money damages for a breach of this Agreement, it shall also be entitled to immediate injunctive relief to enforce the terms of this Agreement. CARRIER further agrees that if it shall violate any of the covenants or restrictions contained in this Agreement, BROKER shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that CARRIER, directly or indirectly, has realized or may realize as a result of, growing out of, or in connection with such violation. These remedies shall be in addition to, and not in limitation of, any injunctive relief or other rights or remedies that BROKER has at law, in equity, or under this Agreement.

THE TERMS AND CONDITIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

#### 10. SHIPPING DOCUMENTS

This Agreement shall apply in all instances where a shipment is transported on behalf or at the request of **BROKER**, regardless of whether **BROKER** is the consignor, consignee or beneficial owner of said shipment. The standard shipping document shall be a Freight Ticket. Except as otherwise expressly noted herein, should the terms and conditions set forth in the Freight Ticket or any other shipping document differ from those contained in this Agreement, the terms and conditions of this Agreement shall apply and take precedence.

#### 11. LAWFUL OPERATIONS

Performance by the parties hereunder shall be in accordance with all applicable laws and regulations, when promulgated by federal or state agencies having jurisdiction over the parties or the subject-matter of this Agreement. CARRIER shall be liable for all fines and penalties, including without limitation overweight fines, incurred while performing under this Agreement or when the violation results from an act or omission of CARRIER or any agent, employee or worker engaged by CARRIER.

#### 12. FORCE MAJEURE

Neither party shall be responsible or liable for delay or failure in the performance of the promises and agreements on its part to be performed hereunder, if such delay or failure be due to any cause beyond its control, such as, but not limited to, strikes, differences with workmen, scarcity of labor, fires, floods, storms, accidents, breakage of machinery, scarcity of materials or fuel, closure of public highways, transportation embargoes, scarcity of cars, governmental regulations or orders, perils of navigation, acts of public enemies, mobs or rioters, or acts of God.

#### 13. SEVERABILITY

If a court of competent jurisdiction determines that any term or provision of this Agreement or any application thereof is invalid or unenforceable under Federal, State, or local law, such term or provisions shall be deemed to be severed from this Agreement, and the remainder of this Agreement and any other application of such term or provision shall not be affected or invalidated thereby.

#### 14. NOTICES

All notices required to be given under this Agreement, or which either party hereto may desire to give the other, shall be in writing, signed by or on behalf of the party giving the same and sent via US Mail, return receipt requested, to the addresses below or to such other addresses as either party may furnish the other in writing.

IF TO BROKER:	<u>IF TO CARRIER</u> :
Midwest Ag Transport, Inc PO Box 355	
Ansonia, OH 45303	

#### 15. AMMENDMENTS/WAIVER

The parties agree there are no oral representations, agreements, or understandings affecting this instrument that any further representations, agreements, understanding, or waiver to be binding upon the parties must be reduced to writing and attached hereto and either party's failure strictly to enforce any provisions of this Agreement shall not be construed as a waiver thereof or as excusing the other party from future performance.

#### 16. APPLICABLE LAW

BDUKED

The terms of this Agreement shall be covered by the laws of the State of Ohio, and if applicable, the laws and regulations contained in Title 49 of the United States Code and Title 49 of the Code of Federal Regulations. The jurisdiction and venue for any claim, action or cause of action arising pursuant to this Agreement is limited to those federal and state court(s) located in Montgomery County, Ohio.

#### 17. SUCCESSORS AND ASSIGNS

This Agreement shall apply to and be binding on the successors and assigns of the parties.

WHEREFORE, the parties have hereunto set their hands as of the date first above written.

BROKER	CHRICIA
Midwest Ag Transport, Inc	Ву:
5145 State Route 47	
PO Box 355	
Ansonia, OH 45303	lts:

CAPRIER

Department of the Treasury

# **Request for Taxpayer Identification Number and Certification**

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

IIIICITIC		ing out the					1				
	1 N	ame (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
φ 53	2 B	usiness name/disregarded entity name, if different from above									
Print or type See Specific Instructions on page		heck appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or Corporation Scorporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners  Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in	hip) ▶	st/esta	ite	certai nstru Exem	emption n entiti ctions pt paye	es, n on pa e co	ot ind age 3) de (If a	ividuals :: any)	s; see
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See Sp	6 C	ty, state, and ZIP code									
	7 Li	st account number(s) here (optional)				***************************************	***************************************				
		Taxpayer Identification Number (TIN)									
Brack Committee	XX4974.1193	TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid	Socia	al secu	rity r	umbe	_			
reside	ent ali	hholding. For individuals, this is generally your social security number (SSN). However, for en, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> t				_			-		
TIN o				or							
Note.	. If the	If the account is in more than one name, see the instructions for line 1 and the chart on page			Employer identification number						
guide	guidelines on whose number to enter.				7 -						
Par		Certification		!				<u> </u>		1 1	
Unde	r pena	alties of perjury, I certify that:									
1. Th	e nun	nber shown on this form is my correct taxpayer identification number (or I am waiting for	a numb	er to l	oe issi	ued t	o me)	; and	Ł		
Se	rvice	subject to backup withholding because: (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest or subject to backup withholding; and	) I have or divide	not be	een no or (c) t	tified the li	d by th RS has	ne In s not	terna tified	al Reve me th	enue at I am
3. I a	m a U	.S. citizen or other U.S. person (defined below); and									
4. The	e FAT	CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is corr	ect.							
becau intere gener instru	use yo st pai ally, p ctions	on instructions. You must cross out item 2 above if you have been notified by the IRS the have failed to report all interest and dividends on your tax return. For real estate transad, acquisition or abandonment of secured property, cancellation of debt, contributions to eayments other than interest and dividends, you are not required to sign the certification, son page 3.	actions, o an ind	item 2 ividua	2 does I retire	not men	apply	. For	r mor nent	tgage (IRA),	and
Sign		Signature of U.S. person ► Da	ıte ►								

#### **General Instructions**

U.S. person >

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
- · 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, vou:

- 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.



# **Carrier Information**

Company Name:			***************************************			
Billing/Payable Address:						
Contact Name:						
Contact Name #2:					<del></del>	
E-Mail Address:				.,,,		
Web Site:						
_and Line Phone#:						
FAX #:						
Cell Phone#:						
After Hours#:						
Federal ID#:						
Type of Organization: (circle one)	Corporation	Individual/So	ole Proprietor	Partners	ship LLC	Other
Number of Trailers:Belt	_Walk. Floor _	Dump	Hopper	Van	_Flat	Other



## Carrier's Certification Regarding Mammalian Protein Products

SHIPPER'S policy is to ensure the highest level of sanitation, keeping products free from contamination. SHIPPER requires CARRIER to comply with clean-out procedures set forth in the FDA Regulation found at 21 CFR 589.2000.

Clean-out procedures must be adequate to prevent carryover of prohibited mammalian protein products, or materials that may contain prohibited mammalian protein products, from one load to the next. FDA approved procedures to prevent contamination between loads are any of the following:

- 1. Thorough flushing;
- 2. Thorough physical clean-out (vacuuming, sweeping, or washing); or
- 3. Sequencing of loads. FDA has approved only one sequence
  - a. A feed containing mammalian protein is to be followed by
  - b. A feed for non-ruminants containing non-mammalian protein followed by
  - c. A feed for ruminants containing non-mammalian protein material

I CERTIFY THAT THE UNDERSIGNED COMPANY IS IN COMPLIANCE WITH 21 CFR 589.2000, AND WILL CONTINUE TO COMPLY, BY COMPLETELY CLEANING OUT ITS VEHICLES AFTER TRANSPORTING PROHIBITED MAMMALIAN PROTEIN PRODUCTS. ALSO, THE UNDERSIGNED COMPANY HAS AND WILL FOLLOW WRITTEN PROCEDURES TO ENSURE ITS COMPLIANCE WITH FDA'S REGULATIONS. I HAVE THE AUTHORITY TO MAKE THIS CERTIFICATION.

CARRIER:		
Company Name:		
Signature:		
Printed Name:	 	
Title:		

This certification applies to all future shipments of SHIPPER. SHIPPER reserves the right to inspect shipments before unloading and to reject any load determined to contain mammalian protein products.



### TO ALL CARRIERS:

ALL PAPERWORK NEEDS TO BE TURNED IN FOR PROCESSING BY TUESDAY AT 5:00 PM. ANY PAPERWORK TURNED IN AFTER TUESDAY WILL BE PROCESSED THE FOLLOWING WEEK.

ALSO, PLEASE MAKE SURE TO TURN IN ALL ORIGINAL TICKETS. MAKE SURE THAT ALL TICKETS ARE SIGNED. FAILURE TO DO SO COULD RESULT IN DELAY OF PAYMENT.

ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

THANK YOU,

BRANDY SÈASE

ACCOUNTING MANAGER

CARRIER SIGNATURE & DATE



# **Cell Phone and Texting Policy**

Midwest Ag Transport, Inc. would like to remind its carriers and drivers of the FMCSA's rules prohibiting commercial motor vehicle drivers from texting while driving.

We do not want to be responsible for drivers texting and driving. We also want drivers to know while we prefer to send load information by text, we do not require it. We do like to send drivers their load information by text, however, and we request that drivers do not read these texts while driving, and do not reply to them. All conversations between drivers and dispatch should be by telephone only.

We do not have reliable cell service inside the dispatch office, so we would also like to remind drivers to call in using the office phone only, either toll free (866)380-9368, or (937)569-0556. If it is after hours or on the weekend, the office phones will be forwarded to whoever has the paperwork.

Carriers, please pass this information information on to your drivers.



Carriers,

We are now set up to offer direct deposit. If you would like to have your payments direct deposited, please fill out the attached form. Please provide a copy of a voided check, and an email address or fax number where you would like the payment remittance to be sent. If you have any questions, please feel free to call.

Thank You,

Brandy Sease
Accounting



# Carrier's Certification Regarding Loading and Unloading

SHIPPER'S policy is to ensure the highest level of sanitation, keeping products free from contamination. SHIPPER requires CARRIER to comply with the following shipping instructions.

- 1. Trailers must be clean. (clean-out procedures must be adequate to prevent cross contamination of products)
- 2. Trailers must have rain tight tarps.
- 3. Make sure you are loading the correct material.
- 4. No carriers will be paid for loads weighing over 86,000#
- 5. Make sure all load tickets are signed when unloading.
- 6. Always make sure we unload material in the correct area.

I CERTIFY THAT THE UNDERSIGNED COMPANY WILL COMPLY WITH THE ABOVE WRITTEN POLICY, AND WILL CONTINUE TO COMPLY, BY COMPLETELY CLEANING OUT, AND BY MAINTAINING ITS VEHICLES WHILE TRANSPORTING FOR MIDWEST AG TRANSPORT, INC.

I HAVE THE AUTHORITY TO MAKE THIS CERTIFICATION.

CARRIER:
Company Name:
Signature:
Printed Name:
Title:

This certification applies to all future shipments of SHIPPER. SHIPPER reserves the right to inspect shipments before loading or unloading and to reject any load based on the above written criteria.

**IMPORTANT!!!** Please be sure to attach a voided check for a checking account or a deposit slip for a savings account used for ACH credit transactions.

# AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

Vendor Name:
Address:
City/State/Zip:
Contact Name and Phone Number:
Fax Number or E-Mail for Payment Remittance:
I (we) hereby authorize MIDWEST AG TRANSPORT, INC., to initiate credit entries to my (our) Checking or Savings (Circle One) indicated below at the depository financial institution named below, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.
Bank Name:
Routing Number:
Account Number:
This authorization is to remain in full force and effect until Midwest Ag Transport, Inc. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Midwest AG Transport, Inc. and the Vendor a reasonable opportunity to act on it.
Vendor Name (print):
Vendor Signature:
Date:

NOTE: Retain for at least 2 years after termination of last originated entry