Adin's Expediting, LLC

2000 East Lamar Blvd #617 Arlington, TX 76006 Email: <u>adinsexpediting@gmail.com</u> Web: <u>www.adinsexpediting.com</u>

> Phone: (586) 447-7630 Fax: (586) 203-4245

REFERENCES

Authority

Motor Carrier # 758116

Broker MC# 903412

USDOT# 2105684

C.V.O R# 173495006 Q.C.E# R1170230149

Contacts:

Operations: <u>adinsexpediting@gmail.com</u> Address: 2000 East Lamar Blvd Suite#617 Arlington, TX 76006 Phone: (586) 447-7630 Fax: (586) 203-4245

Surety Bond: INTERSTATE COMMERCE FINANCIAL CREDIT CORP 18000 STUDEBAKER RD., SUITE 700 CERRITOS, CA 90703 US PHONE: (562) 467-8935 FAX: (562) 467-8936

Carrier Registration Packet



Dear Carrier:

Thank you for your interest in Adin's Expediting. Your agent provided you with this packet to be completed to aid us in the setup process. To become part of our team, we require the following documentation:

- ✓ A completed copy of the enclosed contract;
- ✓ A completed copy of <u>your carrier profile;</u>
- ✓ A completed copy of your <u>W-9</u> form;
- ✓ A copy of <u>Authority to Engage in Transportation</u> (w/MC#);
- ✓ A copy of your <u>liability and cargo insurance</u>.

So that we can quickly set you up in our computer system, please fax the above to your Adin's Expediting Agent.

We request that changes not be made to our contract. Any desired modifications should be set up as an addendum on a separate sheet of paper and are subject to our review.

2 Business name/disregarded entity name, if different from above		
e single-member LLC		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.) 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 sec	curity 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.		

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	Signature of		
Here	U.S. person 🕨		

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)

Date •

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.

ADINS EXPEDITING Broker Carrier Agreement

AGREEMENT made this	day of	, 20	_ by and between
	, herein	after referred to a	s " CARRIER " with
a mailing address of			
doing business as			

(if applicable) and *Adin's Expediting LLC*, hereinafter referred to as "**BROKER**", with a mailing address of: *2000 East Lamar Blvd Ste.617*, *Arlington*, *TX 76006*

WITNESSETH:

(1) **BROKER** is a motor contract carrier of property authorized by the Federal Highway Administration by Permit No. **MC-758116** and **Broker MC-903412** and US DOT No. **2105684** to provide transportation of property under contract with shippers and receivers of general commodities, and (2) **CARRIER** is the owner of the trucking equipment described in Appendix "A" and is duly authorized and empowered to execute this agreement. For the purpose of clarification and understanding that **CARRIER** shall also include its driver(s) regardless of being an owner, partner, officer, employee or a subcarrier driving equipment listed herein for **CARRIER** under this agreement.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

(1) Operation of equipment under the terms of this Operating Agreement will commence at the date and time of execution of this agreement and continue until cancellation is served by either **BROKER** or **CARRIER** in writing via US Mail a copy may also be emailed or faxed to put the other party on immediate notice that this agreement is being terminated by either party.

(2) During the tenure of this operating agreement, the **CARRIER** and/or it's driver(s) shall have exclusive possession, control, and use of the equipment, and shall assume complete responsibility for the safe operation of the equipment for the duration of the agreement in accordance with local, state and federal laws. **BROKER** grants permission to and **CARRIER** agrees to properly identify equipment with the Federal Highway Administration's "MC" number, "US DOT" number and Canadian DOT number as well as the name of **CARRIER** as required.

(3) CARRIER agrees to comply with all safety regulations required by the Department of Transportation of the United States, Canada as well as the various States in which operations are conducted.

(4) BROKER shall make payment to CARRIER no more than within 30-days after submission of the necessary delivery documents and other paperwork concerning a trip in the service of BROKER, paperwork concerning a trip are required to be received to BROKER before payment. As well as any documents necessary for BROKER to secure payment from the shipper. BROKER may require the submission of additional documents by the CARRIER but not as a prerequisite to payment. Payment to the CARRIER shall not be made contingent upon submission of a bill of lading to which no exceptions have been taken. The CARRIER has a legal obligation and the responsibility to maintain liability and cargo insurance coverage for the protection of the public as required by Federal Highway Administration regulations under 49 U.S.C. 10927, as amended by Public Law 104-88. CARRIER shall pay all insurance cost for the operation of CARRIER'S equipment while in the service of BROKER.

(5) If it becomes necessary for **BROKER** to pay or provide any item that **CARRIER** is responsible for, the **BROKER** has the right to deduct such cost from the CARRIER'S compensation at the time of payment or settlement. If such deduction becomes necessary, then **BROKER** will provide **CARRIER** with a full explanation and/or documentation as to how the amount of each item is to be computed.

(6) It is the duty of the **CARRIER** to properly determine the condition of the freight at the time such freight is picked-up from the shipper, and a further duty to transport the shipment to its destination in as nearly that same condition as when it was picked-up. The **CARRIER** will inspect all shipments at the time of loading and mark any exceptions or conditions on the bill of lading or receipt. At the destination, the **CARRIER** will again inspect the freight with the consignee and mark on the delivery receipt any exceptions to the condition or damages to the shipment that occurred during transit. Delivery receipts will be turned in to the **BROKER** as part of the documentation required for payment. The BROKER has а right to deduct for damages of freight in transit caused by CARRIER and not reimbursed by insurance. The **BROKER** will provide a written explanation and itemization of any deductions for cargo or property damage made from compensation to CARRIER.

(7) The **CARRIER'S** driver are NOT responsible for loading and unloading freight to and from the equipment, unless proper notations are made on the bill of lading that the driver is responsible.

(8) CARRIER shall assume the risks and costs of fines for being overweight.

(9) It is agreed that the services of **CARRIER** under the terms of this operating agreement is that of an independent CARRIER and that no "employee-employer" relationship exists between **BROKER** and **CARRIER**. **CARRIER** is therefore responsible for providing his own workmen's compensation insurance, employment and income taxes, etc. Further, any driver(s) or employee(s) of CARRIER are the complete responsibility of the **CARRIER** other than the **BROKER**.

(10) INDEMNIT CONTACTOR shall defend, indemnity, and hold Company harmless from and against any loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CONTRACTOR its employees or independent contractors working for CONTRACTOR (collectively, the "Claims"), including , but not limited to Claims for or related to personal injury (including death), property damage and CONTRACTOR possession, use, maintenance, custody or operation of the Equipment, provided, however, that CONTRACTOR indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of Company

(11) This agreement may be canceled upon written notice by either **BROKER** or **CARRIER** for what so ever reason. It is agreed that any loads in transit will be delivered prior to cancellation and all required paperwork will be turned in prior to final settlement. Any costs incurred by **BROKER** to complete the delivery of a load

(12) CARRIERS here are the rules that must be adhered to:

1. Once bid is submitted and confirmed as a job it is fully contractual. Driver is obligated to execute the job

2. ******CARRIERS/DRIVER IS TO FAX /email BOL (586-203-4245) IMMEDIATELY AFTER DROP** Driver will comply with all applicable DOT regulations as well as all other federal or state regulations pertaining in any fashion to the operations of a commercial vehicle.

3. Updates are required when: Arrived at the pickup/Loaded/Every 2 hours/ Arrive at delivery/POD

4. DETENTION: All detention is to be paid after 2 hours at each appointment time, cell phone must be charged.

5. Late arrivals are not eligible for detention time. It is the driver responsibility to communicate delays and potential detention charges prior to two hour period.

6. DRIVERS/DISPATCHERS are required to update directly to Adin's Expediting 586-447-7630 Failure to provide updates can result in penalties. Late deliveries can result in penalties based on final protect times

- a) Late for pick up or delivery (30-90 mins) 10% at each leg
- b) Late for pick up or delivery (91-180 mins) 25% at each leg
- c) Late for pick up or delivery (181-299 mins) at Adin's Expediting discretion
- d) Late for pick up or delivery (300 mins or more) NO PAY Service failures will take acceptable circumstances into consideration prior to imposing penalties. BOL must be faxed / emailed to <u>AdinsExpediting@gmail.com</u> within 24 hrs. or fax to 586-203-4245 or there can be a 10% reduction.

(13) This **AGREEMENT** is to become effective this _____ Day of _____ 20____ and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time with written notice of one party or the other.

IN WITNESS WHEREOF, this agreement has been entered into and executed by duly authorized representatives of **BROKER** and **CARRIER**.

Χ			
(CARRIER)	(TITLE)	(DATE)	
Х			
(BROKER)	(TITLE)	(DATE)	