



## Carrier Set Up Package (Welcome Letter)

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### DEAR MOTOR CARRIER

I want to thank you for your interest in USS Freight Brokerage Inc. We pride ourselves in a culture of service where we value, anticipate and exceed our customers' expectations. We also believe this type of service is not achieved without developing strong partnerships with each of our service providers – the carrier.

We are dedicated to providing our customers and carriers alike responsive, equitable and unmatched service.

Enclosed you will find our carrier set-up packet along with our company information. Included in the packet are:

- Carrier Profile Form
- Broker- Motor Carrier Agreement
- Blank W-9 Form
- Carrier Contract Addendum
- Workman's Compensation Exclusion Declaration
- Carb / TRU Compliance Statement
- Motor Carrier Payment Policy
- ACH Authorization Form
- Quick Pay request *(If applies)*
- New Carrier Questionnaire *(If applies)*
- USS Freight Information Page
- USS Freight Brokerage Inc. Brokerage Authority
- USS Freight Brokerage Inc. Surety Bond
- USS Freight Brokerage Inc. W-9

After reviewing the attached documents, it is important that you return the following information by fax (806-214-1459) or by email ([support@ussfreightbrokerage.com](mailto:support@ussfreightbrokerage.com)):

- ☐ Carrier Profile Form *(Complete ALL sections)*
- ☐ Copy of your Motor Carrier / ICC Authority
- ☐ Copy of HazMat permit *(if HazMat hauler)*
- ☐ Broker- Motor Carrier Agreement *(Initial all pages; sign last page of the agreement)*
- ☐ Completed W-9 Form
- ☐ Carrier Contract Addendum
- ☐ Certificate of Insurance for Cargo Liability Insurance naming USS Freight Brokerage Inc. as Additional Loss Payee and Certificate Holder. (Minimum of \$100,000 single occurrence)  
**Note: Please have COI to reflect Reefer Breakdown on your policy if you operate reefer equipment**
- ☐ Workman's Compensation Exclusion Declaration
- ☐ Certificate of Insurance for Workers' Compensation Insurance. (If you are NOT required by law to carry this insurance, you need to furnish a page with written proof of the exclusion with a company authorized signature and date - attached).
- ☐ Carb / TRU Compliance Statement
- ☐ Motor Carrier Payment Policy
- ☐ ACH Authorization Form
- ☐ Quick Pay request *(If applies)*
- ☐ New Carrier Questionnaire *(If applies)*

We look forward to working with you.



USS Freight Brokerage Inc.

PO Box 31433

Amarillo, TX 79120

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Fax: (806) 214-1459

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Website: [www.ussfreight.com](http://www.ussfreight.com)

### CARRIER PROFILE FORM

**Carrier Name** \_\_\_\_\_

Motor Carrier # \_\_\_\_\_ USDOT # \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency #: \_\_\_\_\_ Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Dispatch** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Do you **FACTOR** your receivables through a 3<sup>rd</sup> party factoring company? Yes ☐ No ☐

If "YES" please list, contact and information below:

Factor Company Name \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

### Company Information

# of Owner Ops: \_\_\_\_\_

# of Company Drivers: \_\_\_\_\_

# of Trucks with Team Drivers: \_\_\_\_\_

### Type of equipment

Number of Trailers: \_\_\_\_\_ Type: \_\_\_\_\_ Length (48' or 53') \_\_\_\_\_

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additional notes or comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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## BROKER - MOTOR CARRIER TRANSPORTATION AGREEMENT

This agreement dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_, between **USS Freight Brokerage Inc.** of **9000 S Blessen Rd, Amarillo TX 79119**, hereinafter referred to as **BROKER**, and \_\_\_\_\_, hereinafter referred to as **CARRIER**.

### IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED:

- **BROKER** is a transportation property broker, duly authorized by the Federal Motor Carrier Safety Administration (**FMCSA**), operating under license **MC 876060-B** to arrange for the transportation of property by motor carrier on behalf of a motor carrier, consignor or consignee, and sufficiently controls the transportation of the commodities to be tendered to carrier under this agreement.
- **CONTRACT CARRIER** is a motor carrier of property duly authorized by the Federal Motor Carrier Safety Administration under Permit No. **MC#** \_\_\_\_\_ to provide compensated contract transportation of property for shippers (Consignors) and receivers (Consignees) of General Commodities, and holds itself out to the public as such.
- **BROKER**, as an independent contractor, serves many shipper customers on a continuing basis which have individually and/or collectively varying and distinct transportation needs for shipments between and among various geographic points throughout the United States, and between the United States, Canada, and/or Mexico which from time to time require dedication of equipment, refrigerated, containerized, bulk or other specialized equipment, short notice driver/equipment availability, driver loading/unloading requirements, loading/delivery scheduling, detention, overnight and weekend layover, LTL/TL or LCL/CL service, variable traffic/shipment levels, protective service, stops in transit, direct dispatch, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers, priority traffic and expedited service, special credit and payment terms, as well as electronic data interchange (EDI), and for those reasons **BROKER**, both derivatively and for itself, has unique, distinct and continuing transportation service needs throughout the United States, and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor contract carrier in order to serve the varied, special, distinct and continuing transportation needs of itself and of its several shippers from origins to destinations throughout the United States, Canada and/or Mexico which form an integral part of the **BROKER'S** customer base.
- **CARRIER** recognizes the special, distinct, varying and continuing transportation needs of the **BROKER** and its customer base of shippers, and in order to serve a portion, if not all, of those transportation needs, **CARRIER** desires to provide motor contract carriage to **BROKER** under a continuing agreement designed to meet various and special transportation needs of **BROKER** and its shipper customers as part of a larger integrated scheme of transportation services arranged by **BROKER** between many shipper and carrier customers.
- **CARRIER** acknowledges that as a single motor contract carrier it may not be able to reliably and continually serve the broad range of **BROKER'S** shipper customers' transportation service needs and demands throughout the United States, and in the aggregated multiple motor contract carriage agreements can and do serve all of **BROKER'S** customer base of shippers, and this Agreement may be one of a number of such continuing agreements.
- **BROKER** and **CARRIER** understand this Agreement does not bind the respective parties to mutually exclusive services to each other, and that **BROKER** may enter into similar agreements with other carriers, and **CARRIER** may enter into similar contract carriage agreement with other brokers and/or shippers.
- **BROKER** shall diligently solicit, obtain and maintain shipping customers having freight traffic shipments in need of transportation, and shall tender freight traffic shipments to **CARRIER** for



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transportation, and **CARRIER** shall transport by motor vehicle from and to such points between which service may be required, such as quantities of authorized commodities as **BROKER** may require without delay, subject to the availability of suitable equipment for the traffic tendered and the specific shipment instructions, all in accordance with the terms and conditions of this Agreement.

### BROKER'S OBLIGATIONS

- **BROKER** shall tender a series of at least one (1) shipments of freight per year to **CARRIER** for transport on a continuing basis during each year this Agreement remains in effect.
- **BROKER** shall pay **CARRIER** for the transportation of freight under this Agreement, in accordance with contract rates, not later than thirty (30) days from the receipt by **BROKER** of **CARRIER'S** invoice covering such transportation, subject to the provisions contained in Paragraphs (23) and (24).

### CARRIER'S OBLIGATIONS

- **CARRIER** shall provide transportation for the tendered freight and shall provide a bill all charges for transportation services directly to **BROKER**. **CARRIER** shall provide **BROKER** with original signed **BILLS OF LADING (BOL)** and proof of delivery receipts as evidence of such services.
- **CARRIER** shall furnish, when capabilities are developed, via electronic data interchange (EDI), periodic transmissions of data elements on each shipment and receipt in format specified by the U.S. Electronic Data Interchange Standards published by the Transportation Data Coordinating Committee, or its successors, as well as similar data elements for automated payment of freight bills.
- **CARRIER** shall issue a Uniform Straight Bill of Lading in its own name, and shall assume full and complete responsibility and liability, regardless of the fault of any person, for any and all loss and damage to, or delay of, any shipment while in possession or control of **CARRIER** under its terms, provided however, where the terms and conditions specified in this **AGREEMENT** conflict with those in the Uniform Straight Bill of Lading, the terms and conditions specified in this **AGREEMENT** shall prevail. All claims for loss, damage, delay and salvage shall be processed and adjusted in accordance with the regulations of the ICC as published in 49 C. F.R. Part 1005. The liability under this **AGREEMENT** shall be for the full value of the property lost or damaged. Full value of lost or damaged items shall mean replacement cost established by trade sale or other invoice documentation, plus any additional transportation costs.
- **CARRIER** shall comply with the financial responsibility requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. **CARRIER** shall maintain primary cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this **AGREEMENT**, but in no event in an amount less than \$100,000.00 per shipment, to compensate **BROKER**, consignor or consignee for any and all loss or damage to property which was placed in possession or control of **CARRIER** in connection with transportation services under this **AGREEMENT**. **CARRIER** shall also maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connection with transportation services under this **AGREEMENT**, but in no event in amounts less than those prescribed by applicable statutes and regulations of the Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**).
- **CARRIER** shall maintain workers' compensation coverage for all personnel employed by **CARRIER** in connection with its transportation operations and services under this **AGREEMENT**.
- **CARRIER'S** cargo and liability insurance shall comply with Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**) requirements in all respects, and shall be in form required by 49 C.F.R. Part 13906(a), with no exclusions or restrictions which



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would not be accepted by the Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**) for a filing under the statutory or regulatory requirements, but shall be, in all respects, identical to insurance filed in accordance with the cited regulation.

- **CARRIER** agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give **BROKER** upon request, copies of insurance policies and standard Certificate(s) of insurance for both the cargo and the liability risks and **CARRIER** shall instruct its insurance carrier to provide **BROKER** thirty (30) days written notice of any modification or termination of such insurance policies.
- **CARRIER** shall defend and hold **BROKER** harmless from, and indemnify **BROKER** for any and all liability or claims for loss or damage to any freight in the possession and/or control of **CARRIER** in connection with transportation under this Agreement, and any and all liability or claims for personal injury or death or property loss or damage arising out of the acts or omissions of **CARRIER** its employees, independent contractors or agents in providing transportation under this Agreement.
- **CARRIER'S** obligation under this **AGREEMENT** shall include liability for payment of any and all costs and/or fees incurred by **BROKER** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property loss or damage arising out of transportation operations and services under this **AGREEMENT**.
- **CARRIER** agrees that its obligation to defend, indemnify and hold harmless the **BROKER** from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this **AGREEMENT** shall survive any termination of this **AGREEMENT**.
- **CARRIER**, at its sole cost and expense, shall furnish all equipment required for services hereunder and shall maintain all equipment in clean condition, good repair and working order. **CARRIER**, at its sole cost and expense, shall employ for its services hereunder only competent and properly licensed personnel who shall be well trained in the care, safety and response procedures applicable to shipments being handled and transported.
- **CARRIER** shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substituted service by railroad or other modes of transportation.
- **CARRIER** shall comply with all applicable regulations as set forth by its regulating federal agencies including the Federal Motor Carrier and Safety Administration (FMCSA), Department of Transportation (DOT) and all state laws, regulations, ordinances applicable to the operations of a motor carrier.

### LIENS NOT ALLOWED / SET-OFF PERMITTED

- **CARRIER** shall neither have nor claim any lien rights on or against any property transported under this **AGREEMENT**. However, should a consignor or consignee notify **BROKER** of a claim for loss or damage to property transported by **CARRIER** under this **AGREEMENT**, **BROKER** shall promptly give **CARRIER** written notice of such claim and **CARRIER** shall have thirty (30) days to attempt to resolve the claim with **BROKER'S** customer. In the event **CARRIER** cannot resolve such claim within such time, **CARRIER** agrees that **BROKER** and consignor/consignee shall have the right to set-off that claim amount from any freight charge payments due **CARRIER**.

### AGREEMENT FULFILLS REQUIREMENTS FOR CONTRACT CARRIAGE

- **CARRIER** and **BROKER** agree that transportation services under this **AGREEMENT** are to be performed as contract carriage in compliance with 49 U.S.C. Parts 13902(d)(B) and 14101(b) by providing specialized services or equipment designated to meet the distinctive needs of **BROKER** or of the consignor and consignees which form **BROKER'S** shipper customer base. Such



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services shall include, when applicable, but shall not be limited to those services described in Paragraph (3) above.

- **CARRIER** and **BROKER** intend and recognize that this **AGREEMENT** fulfills any and all applicable legal requirements for contracts for contract carriage, and enter into it for such purpose. Whether or not **CARRIER** is also authorized to operate, or does operate, as a common carrier, each and every shipment tendered to **CARRIER** by **BROKER** shall be deemed to be a tender to **CARRIER** as a motor contract carrier and shall be subject only to the terms of this **AGREEMENT** and the provisions of law applicable to motor contract carriage.

### FORCE MAJEURE

- Neither party hereto will be liable for the failure to tender or timely transport freight under this **AGREEMENT** if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil or military authorities or other circumstances beyond its control.

### DISPUTE RESOLUTION AND JURISDICTION

- The parties agree and understand that this **AGREEMENT** shall be governed by the Surface Transportation Act (49 USC 13101 et. seq.) where applicable and otherwise by the laws of the State of Texas, both as to interpretation and performance and any and all actions for any and every breach of this contract shall be instituted and maintained in any court of competent jurisdiction sitting in the County Randall, State of Texas

### INDEPENDENT CONTRACTOR

- The relationship of the **BROKER** to the **CARRIER** shall, at all times, be that of an independent contractor, provided however, that **BROKER** shall be the agent of the **CARRIER** for receipt and collection of freight charges and fees, and **CARRIER** hereby authorizes and appoints **BROKER** as its agent for such purposes.
- In the event that after movement and delivery of freight, the ultimate obligor for payment of freight charges and fees becomes bankrupt, or for any reason defaults on its obligation to pay freight charges and fees which **BROKER** had already paid to **CARRIER**. **CARRIER** agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred, subrogated and assigned to **BROKER** for the purposes of collection and recovery from the responsible party(s).

### EFFECTIVE DATE AND TERMINATION

- This **AGREEMENT** is to become effective on the date first written above, or to the extent applicable, upon the date which **CARRIER** and **BROKER** commenced doing business together, whichever is earlier, and shall remain in effect for a period of one (1) year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to cancel or terminate the **AGREEMENT** at any time upon thirty (30) days advance written notice from one party to the other.

### BACK SOLICITATION

- **CARRIER** and **BROKER** agree that **BROKER**, at great expense, has developed a broad customer and vendor base that is essential to the successful operation of the **BROKER**. **CARRIER** and **BROKER** agree that disclosure of the identity of **BROKER** customers to **CARRIER** constitutes valuable consideration. During the term of this **AGREEMENT** and for a period of one (1) year from the time of the termination of this **AGREEMENT**, **CARRIER** shall not, directly or indirectly, solicit or do business of a transportation nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of this **AGREEMENT** unless otherwise agreed by the parties in writing.
- Solicitations prohibited under this **AGREEMENT** including those set forth above, means participation in any conduct, whether direct or indirect, the purpose of which involves transportation of shipper traffic by the **CARRIER** for which the **CARRIER** does, or did in the past,





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provide transportation services for that shipper traffic under arrangements first made or procured by **BROKER**. Solicitation includes conduct initiated or induced by **CARRIER**, or accepted from or through others in any way related to or affiliated with the **CARRIER**.

- If **CARRIER** should perform services of a transportation nature for compensation for any **BROKER** customer as defined below without prior authorization from **BROKER** during the time period set forth above in violation of this **AGREEMENT**, **CARRIER** shall pay **BROKER** within **TEN (10) DAYS** of each such violation an amount equal to **FORTY (40%)** of all revenues invoiced **BROKER** customers by **CARRIER**.
- **BROKER** shall identify its customers to **CARRIER** as each first load from each customer is tendered to **CARRIER**. **CARRIER'S** acceptance of the load and movement of the freight will acknowledge that this new customer is a **BROKER** customer. **CARRIER** has **TEN (10) DAYS** after such "first load" moves to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.

### SEVERABILITY

- If any part of this **AGREEMENT** is determined by competent public authority or court to be contrary to the laws or regulations of any application jurisdiction, then such invalid or unenforceable provision shall be severed from this **AGREEMENT**; however, such determination shall not in any way affect the validity of any other provisions of this **AGREEMENT**.

### COMPLETENESS AND AMENDMENTS

- The provisions contained in this **AGREEMENT** properly express the complete **AGREEMENT** and understanding between the parties, including those contained in all prior agreements or understanding whatsoever expressed or implied. This **AGREEMENT** may not be changed, waived or modified except by written agreement signed by **CARRIER** and **BROKER** stating that such writing in an amendment to this **AGREEMENT**. However, the signatures of the parties shall not be required on the FAX transmitted "load confirmations" described above.

### ASSIGNABILITY AND OBLIGATIONS OF SUCCESSOR

- Neither party to this **AGREEMENT** may assign its rights or obligations under this **AGREEMENT** without the express written consent of the other party.

This **AGREEMENT** shall be binding upon the parties hereto, their legal representatives, successors, heirs and authorized assigns.

**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this **AGREEMENT** in two counterpart originals on the date stated at the top of page one.

**USS Freight Lines Inc.**

PO Box 34133

Amarillo, TX 79120

Company: \_\_\_\_\_

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

City State: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

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

# 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.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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) ▶ _____	<b>4</b> 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>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> 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.

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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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](http://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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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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## Carrier Contract Addendum

### GENERAL PROVISIONS

We must have a signed Carrier Rate Confirmation from the Carrier prior to releasing the load for pick-up. Email to [support@ussfreightbrokerage.com](mailto:support@ussfreightbrokerage.com) or Fax the signed Carrier Rate Confirmation to (806) 214-1459.

Carrier will forfeit this load without recourse if it fails to sign and return this Carrier Rate Confirmation within (4) hours of receipt. The signed Carrier Rate Confirmation sheet will include the following:

- ✓ The Driver's name
- ✓ The truck and trailer numbers
- ✓ The driver's cell phone number. The cell phone must be kept on at all times. All emergency and/or "after-hours" phone numbers. Include cell numbers for on-call dispatchers, owners, etc.

**CALL CHECKS:** Drivers are required to check call every day between 6:00 am and 9:00 am Central Standard Time. This includes Saturday, Sunday, and Holidays. Missed check calls will result in a \$100.00 fine against carrier's settlement for each infraction. The Check Call telephone number is (806) 382-2295. Drivers must leave a voice mail message that includes his/her name, the load PRO number, current location, and projected ETA. If the driver is unable to call, the dispatcher may check call in emergency situations.

**GPS TRACKING:** Drivers are required to keep GPS Tracking on their cell phone turned on for the duration of the load, from pick up to delivery. If the load is unable to be tracked at any time under the load it will result in a fine up to \$250.00 against carrier's settlement for each infraction.

**LOADING / UNLOADING:** The driver is responsible for supervising the loading/off-loading of the freight. This includes noting the piece count and condition of the freight on the bills, and securing and maintaining the product per the Shipper's instructions listed on the bill of lading.

**DAMAGES:** During the loading process, if the driver determines that any or all of the product or its packaging appears to be damaged, i.e. leaking, broken, wet, decayed or crushed, it is the driver's responsibility to stop the "Consigner" and notify brokerage immediately. The driver should not allow the "Consigner" to resume loading until he/she gets authorization from broker to proceed.

**ALL LOADS MUST SEALED:** When moving a sealed load, the driver must have the shipper note the seal number on the bill of lading and call broker with the seal number. Loads that are sealed are to remain sealed until an authorized person at the receiver breaks the seal. The receiver breaking the seal must make the appropriate notation on the bill of lading. He/she must sign off and confirm in writing that the seal was intact at the time of delivery. Any time an unauthorized person breaks the seal, the carrier becomes 100% liable for the cost of the product and any other expenses. Contact the Broker immediately at (806) 731-4750. if the seal is broken. In the event the shipper fails to seal the trailer, it is the driver's responsibility to secure the trailer with a padlock.

**UNWARRANTED INVOICES:** Brokerage will not pay for overweight tickets, pallets, trailer wash-outs, gate fees, loading/unloading fees, scale tickets, tolls, bridge fees, detention or any other accessorial fee unless the charge was discussed and agreed to IN WRITING. If any unloading payment is agreed upon, carrier must supply unloading receipt from either a lumper service or an individual lumper. Receipts for lumpers not affiliated with a lumping service must include the lumper's full name, phone number and social security number. Also, the driver must call brokerage to get a release number for any unexpected lumper fees. Failure to do so will result in non-reimbursement.

**FAILURE TO LOAD:** The driver should know his unit's empty weight prior to reaching the shipper. The carrier agrees to load truck to its legal capacity on all loads. Failure to load to capacity may result in a deduction in the carrier's settlement.

The CARRIER certifies the trailer is clean and has no mechanical or structural defects that could adversely affect the product hauled.



USS Freight Brokerage Inc.

PO Box 31433

Amarillo, TX 79120

Phone: (806) 731-4750

Fax: (806) 214-1459

Email: [support@ussfreightbrokerage.com](mailto:support@ussfreightbrokerage.com)

Website: [www.ussfreight.com](http://www.ussfreight.com)

### Carrier Contract Addendum

- ✓ By executing this Carrier Rate Confirmation, the carrier hereby confirms the driver has enough available hours of service to pick up and complete delivery of the tendered load within the time frame dictated by brokerage and/or its CUSTOMER(S), without violating the FMCSA hours of service regulations contained at 49 C.F.R. § 395.
- ✓ Carrier agrees that it in compliance with all safety regulations according to Federal, State and Local requirements.
- ✓ When signing the bill of lading, the driver is confirming in writing that he/she received the product, piece count, condition and temperature as stated on the bills of lading. Once signed, the bill of lading becomes a binding legal document. The carrier is responsible for whatever the driver signs for.

### CLAIMS

- ✓ Carrier is responsible for any damage to product or damage to the product's container, and any shortages of freight.
- ✓ Carrier shall not leave the receiver if notified of an OS&D. Carrier must notify brokerage immediately. Failure to report OS&D will result in a \$100 fine.
- ✓ When the OS&D product is produce, Broker will demand a federal inspection.
- ✓ Broker will direct the disposition of any OS&D.
- ✓ When the OS&D is determined to be the fault of the driver, the Carrier authorizes Broker to offset any claim(s) with pending invoices.
- ✓ Broker is not responsible for any damage done to the Carrier's equipment by the shipper during loading or by the consignee during unloading. However, damage should be reported to Broker immediately – before leaving the facility.
- ✓ Broker recommends the driver carry some type of camera (digital, cell phone or disposable).
- ✓ **In case of an emergency call (806) 567-2515.**

### INVOICING

Broker must have the following paperwork to process payment in a timely manner:

- ✓ Original POD's (signed by receiver)
- ✓ Carrier's Invoice referencing brokerage PRO #
- ✓ Delivery weight ticket on produce loads, if required
- ✓ Copy of signed Carrier Rate Confirmation
- ✓ Carrier's W-9
- ✓ Broker Contract
- ✓ Carriers Authority
- ✓ Cargo Insurance certificate listing brokerage as certificate holder
- ✓ Auto Liability insurance certificate listing brokerage as certificate holder.

### BULK PRODUCE LOADS

Bulk Produce loads are paid on Delivered Product CWT as per receiving weight stamped on the bills of lading, on the receiving weight tickets or as determined by the customer. If truck is scaled out after product was loaded and a certified CAT Scale ticket shows discrepancy in weight, certified CAT scale tickets will be used for CWT.

- ✓ Any costs incurred by brokerage due to carrier's truck being late for pick-up or delivery appointments may be charged back to carrier.
- ✓ Carrier agrees that broker is the sole party responsible for payment of carriers invoice and that, under no circumstances, will Carrier seek payment from the shipper or consignee.

### REFRIGERATED LOADS

- ✓ Prior to loading, the driver must confirm that the reefer unit is working properly and the trailer has been pre-cooled to the required temperature. The driver must also check for leaks in the door seals.



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#### Carrier Contract Addendum

- ✓ The driver is responsible for making sure adequate space is provided for air circulation in front, rear, top, bottom, and between the product units.
- ✓ Trailers hauling produce or live goods must have an air chute for proper circulation. No exceptions! It is the driver's responsibility to make sure the chute is not damaged or blocked in any way.
- ✓ The driver must check the pulp temperature of the product to ensure that it has been pre-cooled. The driver should not accept any fresh product pulping over 2 degrees above the required temperature noted on the Carrier Rate Confirmation. If the temperature on the Carrier Rate Confirmation differs from that written on the Bill of Lading, call the brokerage office immediately at (806) 731-4750 before signing the bills at the shipper. The driver must make sure the pulp temperature of the product loaded is written on the original Bill of Lading.
- ✓ Driver must maintain "Continuous" temperature in-route as noted on the Carrier Rate Confirmation.

#### FLATBED / STEP DECK LOADS

- ✓ Carriers must supply the appropriate chains, binders, straps, tarps, etc. required to move the load in a safe and efficient manner.
- ✓ Carriers are responsible for verification of all Dimensions, Weights and Serials Numbers of cargo prior to loading. Contact Brokerage if there is any discrepancies on BOL.

#### OVER DIMENSIONAL / OVERWEIGHT LOADS

- ✓ Carrier is responsible for "All" permits, escorts, route surveys, bridge surveys, utility assistance and ancillary cost involving the movement of the load. Carrier certifies that all dimensions and weights are correct upon acceptance of freight.

IN WITNESS WHEREOF, the motor carrier has signed his name on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



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## WORKMANS COMPLIANCE CERTIFICATION

### ATTENTION: MOTOR CARRIER COMPLIANCE

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the State of Texas. The firm named below certifies that it has no employees. The firm named below certifies that it uses independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are no other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

### AGREEMENT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work.

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**Authorized Signature**

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**Title**

---

**Trucking Company**

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**FMCSA MC #**



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### **CARB / TRU COMPLIANCE STATEMENT**

At least once per calendar month while this **AGREEMENT** is in effect, **CARRIER** shall inspect or hire a service representative to inspect each refrigeration or heating unit associated with trailers used by **CARRIER** to transport freight hereunder. **CARRIER** shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least three **(3)** years. **CARRIER** agrees to provide copies of all such inspection records request to the **CARRIER's** insurance company and **BROKER**.

During shipment, **CARRIER** shall maintain adequate fuel levels for each refrigeration or heating unit associated with trailers used by **CARRIER** to transport freight hereunder, and **CARRIER** hereby assumes full liability for claims and expenses incurred by the **BROKER** and/or any particular customer, shipper or consignee for failure to do so.

In the event CARRIER accepts a load transporting any goods to, from, or through the State of California, **CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD ("CARB") AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE.**

In the event perishable goods are transported under such load to, from, or through the State of California, **CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT ("TRU") EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS.** CARRIER shall look to the applicable rate confirmation sheet for the necessary **BROKER** information to be furnished under the State of California's TRU regulations.

**USS Freight Brokerage Inc.**

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Amarillo, TX 79120

Phone: (806) 731-4750

Fax: (806) 214-1459

**Carrier:** \_\_\_\_\_

**Authorized Party:** \_\_\_\_\_

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

**City, State, Zip:** \_\_\_\_\_

**Phone:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**MC #** \_\_\_\_\_



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## ACH AUTHORIZATION FORM

I (we) hereby authorize USS Freight Brokerage Inc., to initiate credit entries for payment and debit entries if necessary for deposits made in error to the ( ) checking or ( ) savings account the I (we) have provided.

Bank Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authority is to remain in full force and in effect until USS Freight Brokerage Inc. has received written notification from me of its termination in such time and in such manner as to afford USS Freight Brokerage Inc. a reasonable opportunity to act on it.

In such even that my account information changes at any time, I will immediately notify USS Freight Brokerage Inc. of such by sending in new documents of the account information, thus giving USS Freight Brokerage Inc. reasonable time to make such change. In the event that USS Freight Brokerage Inc. is not notified and a payment is sent a fee will be assessed to resend such said payment.

Company Name \_\_\_\_\_ MC# \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email address for remittance \_\_\_\_\_

**A COPY OF A CHECK OR LEGAL DOCUMENTED PROOF OF THE ACCOUNT MUST BE SUBMITTED WITH THIS FORM FOR COMPLETE PROCESSING OF THE PAYMENT.**





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## MOTOR CARRIER PAYMENT POLICY

Dear Carrier Partner,

USS Freight Brokerage Inc. prides ourselves in quick payments to our motor carriers. Enclosed you will find the procedures necessary to process your invoice quickly and efficiently. Motor Carriers are compensated within 30 days after receipt of **CARRIER INVOICE** along with the **ORIGINAL SIGNED BOL**.

Email: [support@ussfreightbrokerage.com](mailto:support@ussfreightbrokerage.com) or

Fax All Load Paperwork, Receipts and Invoice To: (806) 214 – 1459

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### REMITTANCE ADDRESS

USS Freight Brokerage Inc.

PO Box 31433

Amarillo, TX 79120

Phone: (806) 731-4750

Fax: (806) 214-1459

Email: [support@ussfreightbrokerage.com](mailto:support@ussfreightbrokerage.com)

**PAYMENT ADVANCE POLICY:** There will be a charge for all advances and/or COD as follows:

- Fee for Advance is **3.5%** of the advance amount or **\$45.00**, whichever is higher.
- Fee for an Advance and COD is **5%** of the base rate.
- Fee for COD is **4%** of the base rate.

**PAYMENT POLICY:** Every effort will be made to pay carrier invoices within 10-30 days of invoice receipt, provided the **BILL OF LADING'S** include the following:

- They are **Clearly Signed**
- All copies are **Legible**
- No notice of claim has been given – **BOL's "Free Of Discrepancies"**
- A **Signed Rate Confirmation** has been returned
- Invoice is mailed, emailed or faxed to the **USS Freight Brokerage Inc.** office.
- (Occasionally original bills must be provided instead of copies and carrier will be notified of this in the load confirmation.)



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## QUICK PAY REQUEST

**ACH Direct Deposit Payments –** *Up to 3 Business Days for deposit with a deducted fee of 3.5% of the load or \$45 minimum.*

This is dependent upon receipt of paperwork in full, signed POD showing no exceptions i.e. overage, shortage, damage, refusal, etc. All charges are subject to change. Please contact our accounting department with any questions you may have.

Company Name \_\_\_\_\_ MC# \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



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### NEW CARRIER QUESTIONNAIRE

*Required if your company has been in business for less than 1 year*

Company Name: \_\_\_\_\_

MC# \_\_\_\_\_ USDOT # \_\_\_\_\_

Customer References (Companies you have recently hauled for)

Company	Contact	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Credit References (Companies or individuals you pay)

Company	Contact	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

### PRINCIPAL AND/OR OWNER INFORMATION

Name: \_\_\_\_\_

Address: *(If different from main company)*

\_\_\_\_\_

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

PLEASE FAX COMPLETED FORM TO CARRIER COMPLIANCE: (806) 214-1459 OR

EMAIL: [support@ussfreightbrokerage.com](mailto:support@ussfreightbrokerage.com)