



Carrier Information Sheet

Carrier Name: _____

Address 1: _____

City: _____ State: _____ ZIP: _____

Note: If your accounts receivable address is different than the address listed in the previous section or you are using the services of a factoring company, please complete the following section:

Receivable/Factoring Co. Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

MC#: _____ DOT#: _____ SCAC _____

F.I.D # _____ Smartway Certified(Y/N) _____

DISPATCH CONTACT NAME _____

Phone: _____ Emergency/After Hours Number(s): _____

Fax: _____ Email: _____

CHECK ALL STATES SERVICED:

AL _____	IN _____	NC _____	RI _____
AR _____	KS _____	ND _____	SC _____
AZ _____	KY _____	NE _____	SD _____
CA _____	LA _____	NH _____	TN _____
CO _____	MA _____	NJ _____	TX _____
CT _____	MD _____	NM _____	UT _____
DE _____	ME _____	NY _____	VA _____
FL _____	MI _____	NV _____	VT _____
GA _____	MO _____	OH _____	WA _____
ID _____	MN _____	OK _____	WI _____
IA _____	MS _____	OR _____	WV _____
IL _____	MT _____	PA _____	WY _____

Number of Tractors: _____ Satellite Communications: _____ Which System? _____

Trailer Type(s): _____ Number of Reefers _____ Number of Vans _____

Are your reefers downloadable? _____ Temp. Capability of Trailers: _____

Is your equipment CARB Compliant? _____

Please indicate any types of temperature controlled products that you will not haul:

INSURANCE AGENT NAME _____

Insurance Agent Phone: _____ **Insurance Agent Fax:** _____

Liability Coverage: \$ _____ **Cargo Coverage:** \$ _____

REFERENCES (Please provide HTMS with 3 References):

1) _____ Ph. # _____

2) _____ Ph. # _____

3) _____ Ph. # _____

Are you interested in E-Pay ? _____ <http://www.epaymanager.com/>

Information Needed:

___ **Carrier Information Sheet**

___ **Motor Carrier Contract**

___ **Certificate of Insurance – Cargo, Auto Liability & Worker's Compensation**

___ **Operating Authority**

___ **W-9**

___ **EDI capable**

PLEASE RETURN TO:

Fax: 269-982-1728

or

transportation@hansonlogistics.com

or

Hanson Transportation Management Services, LLC

2900 South State Street Suite 4E

St. Joseph, MI 49085

Attn: Transportation

Desired Freight Lanes and number of trucks you could commit weekly, if any.

From: _____ **To:** _____ **Weekly:** _____

From: _____ **To:** _____ **Weekly:** _____

From: _____ **To:** _____ **Weekly:** _____

From: _____ **To:** _____ **Weekly:** _____

Primary person in charge of safety and compliance:

Name: _____

Title: _____

Phone: _____

**MOTOR CARRIER CONTRACT - TRANSPORTATION AGREEMENT
WITH HANSON TRANSPORTATION MANAGEMENT SERVICES, LLC.**

This transportation agreement is entered into as of the _____ day of _____ 20____, by and between Hanson Transportation Management Services, LLC., a FHWA licensed property broker [MC-575383B] with its principal place of business at 2900 S. State St., Saint Joseph, MI (hereinafter "BROKER"), and _____ with its principal place of business at _____ (hereinafter "CARRIER").

WHEREAS, CARRIER is engaged in the business of transporting property by motor vehicle pursuant to contracts under 49 U.S.C. § 14101(b) and as provided in 49 U.S.C. § 13102(4) in interstate or foreign commerce, using refrigerated trailers or dry vans as required and/or requested for the product being transported, and desires to furnish motor carrier transportation and related services meeting the distinct needs of BROKER for shipments of frozen, perishable and other products; and

WHEREAS, CARRIER represents and warrants that it is authorized to provide such services; has the equipment and personnel necessary to provide the services identified in this Agreement and to enter into this Agreement; and

NOW THEREFORE in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT:

Subject to the provisions contained herein, this Agreement shall remain in full force and effect for a term of one year commencing on the date of the first shipment under this Agreement. Thereafter, this Agreement shall be automatically extended for one year terms; provided, however, that either party may cancel this Agreement upon 30 days prior written notice given at any time during the life of this Agreement.

2. CARRIER SERVICES AND CHARGES:

CARRIER shall provide all equipment including refrigerated trailers and tractors in good operating condition and labor for the transportation of perishable, frozen and/or other products (hereinafter "COMMODITIES") that may from time to time be tendered for carriage by BROKER, and CARRIER shall transport such COMMODITIES to and from points as designated by BROKER, at the rates set forth in the attached Schedule A.

A. CARRIER'S compensation for its services shall be as set forth in Schedule A. CARRIER shall provide BROKER with its invoice for services and a Proof of Delivery (P.O.D.) signed by the consignee indicating consignee's receipt of the shipment for which CARRIER requests payment. CARRIER shall notify BROKER of any additional charges requested by CARRIER other than those charges previously agreed to by the parties in writing within two (2) business days after delivery. BROKER agrees to pay only those additional charges BROKER deems reasonable and necessary. BROKER agrees to pay CARRIER within thirty (30) days of BROKER'S receipt of CARRIER'S invoice and the P.O.D. No rate quotes contrary to the rates contained in Schedule A shall be effective unless confirmed in writing or electronically by the BROKER prior to the CARRIER receiving the goods for transport. BROKER shall have no obligation to pay the CARRIER for any shipments not transported by CARRIER. Charges for stop-offs, redelivery, diversion, reconsignment, detention, and returned or undelivered shipments are set forth in Schedule A. Rates and charges in this Agreement take precedence over and supersede any other charges that are on file or claimed by the CARRIER. Any shipment for which no rate is specified in Schedule A shall be charged at the rate of \$1.00 per mile with a minimum rate of \$50.00. Any payments to be made or required under this agreement shall be made in any commercially acceptable manner.

B. In consideration of BROKER'S execution of this Agreement and BROKER'S payment for CARRIER'S services in relation to shipments, effective (30) days from the date of such payment by BROKER, CARRIER waives all claims for additional charges for each such paid shipment and shall defend, indemnify and hold BROKER harmless from any liability for any such additional charges.

C. All other expenses related to the transportation services covered by this Agreement shall be paid by CARRIER including, but not limited to, all labor costs, vehicle operation and maintenance expenses, and overhead costs.

D. BROKER shall tender at least one (1) shipment per year for each one year term of this Agreement and CARRIER agrees to accept such tenders for transportation to and from the points as designated by the BROKER. It is understood and agreed that the failure of the BROKER to tender a specified amount of shipments to the CARRIER shall not be considered a breach of this Agreement.

E. CARRIER agrees that BROKER'S compensation hereunder for its services is confidential and need not be disclosed to CARRIER. CARRIER further agrees that it will not reveal to anyone the terms of this agreement, the pricing of transportation services, or any other details of the business conducted between CARRIER and BROKER. CARRIER agrees that because of the confidential nature of its relationship with BROKER, CARRIER agrees not to contact or "back solicit" BROKER'S account(s) or divulge any information concerning account to any other party. Should CARRIER elect to "back solicit" BROKER'S account(s) or should divulge any information concerning account to any other party, CARRIER agrees to pay a commission of 15% (fifteen percent) of CARRIER'S gross revenue for each load hauled for each such account for a period of not less than one (1) year from the date of "back solicitation".

Initial _____

3. **RECEIPTS, BILLS OF LADING AND FREIGHT BILLS:**

CARRIER shall issue a bill of lading and shall sign a receipt for each shipment in its own name. All bills of lading or other form of freight receipt or contract for each shipment, including carrier's bill of lading or other form, any terms, conditions, or provisions of such bill of lading or other form shall be subject to and subordinate to the terms of this Agreement and in the event of a conflict between any such bill of lading or other form and the terms, conditions and provisions of this Agreement, the terms, conditions and provisions of this Agreement shall govern. Upon delivery of each shipment CARRIER shall obtain Proof of Delivery (P.O.D.) from the consignees, in a form required by BROKER, showing the nature and quantity of goods delivered, the condition and temperature (if applicable) of such goods and the date and time of delivery. CARRIER agrees to notify BROKER within one (1) business day of any exceptions noted on the bill of lading at time CARRIER delivers the shipment. Payment of CARRIER'S freight bills are due at the CARRIER'S facility within 30 days of BROKER'S receipt of CARRIER'S invoice and related Proof of Delivery (P.O.D.). All notices and other documentation required in this paragraph must be in writing and sent to BROKER by mail, facsimile and/or other commercially reasonable method of electronic transmission.

4. **CARRIER PERFORMANCE:**

CARRIER agrees to represent BROKER in a professional manner and to provide services under this Agreement in a safe and timely manner. All transportation services furnished by CARRIER hereunder shall be performed efficiently and in accordance with the highest standards for the transportation of the designated COMMODITIES. CARRIER'S liability for loss and/or damage and/or destruction to goods transported pursuant to this Agreement will be the liability imposed upon a carrier by the Carmack Amendment, 49 U.S.C. §14706 as in effect on the date CARRIER accepts the shipment. CARRIER'S liability will be for the market value of lost and/or damaged goods at the time and place of delivery or, alternatively, the market value at the time and place the goods should have been delivered by CARRIER notwithstanding any provision to the contrary contained in any tariff, rate quotation, bill of lading or other document. CARRIER expressly agrees that it will be liable for any damage and/or loss and/or destruction caused by CARRIER'S failure to maintain goods at the required temperatures regardless of any provisions to the contrary which may be contained in CARRIER'S tariff or standard transportation agreement. Loss and damage claims will be handled as provided by the "Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage" as set forth in 49 C.F.R. §1005 as in effect on the date CARRIER accepts the shipment. Overcharge, duplicate payment, and unidentified payments will be handled as provided by the "Processing, Investigation and Disposition of Overcharge, Unidentified Payment, Duplicate Payment, or Overcollection Claims" as set forth in 49 C.F.R. §378 as in effect on the date CARRIER accepts the shipment. However, CARRIER shall not be liable for any delay or failure of performance under this Agreement or interruptions of service resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, wars, accidents, fire, explosions, earthquakes, floods, strikes, and labor disputes, beyond the reasonable control of the CARRIER. In the event of any such delay, the CARRIER shall take all reasonable steps to protect the COMMODITIES under shipment, to minimize any delay resulting from such causes and notify BROKER immediately.

5. **EQUIPMENT**

CARRIER shall, at its cost and expense, provide suitable equipment to transport the goods, which equipment shall be clean, temperature controlled where required, in good repair, adequate and satisfactory for the services to be performed under this Agreement; procure and maintain such licenses and permits as are required by local, state or federal authorities with respect to such transportation services and comply with all laws and regulations applying to such services. The equipment provided by CARRIER hereunder shall not have previously been used for the transportation of garbage, municipal and/or hazardous waste, specifically including but not limited to: (i) Hazardous Materials as defined by DOT Regulations, Part 397 and the accompanying Appendix No. 1 "Digestive Hazardous Material Regulations, Part 1.2". This section lists and defines various types of cargo that are considered hazardous under the DOT Regulations and that require special handling, (excluding cargo in cartons which are marked both "ORMD-D" and "Consumer Products"); (ii) other chemicals (non-hazardous), except for those packaged for consumer use.

6. **CARRIER LICENSES AND PERMITS:**

Prior to commencing performance under this Agreement, CARRIER shall procure and during the term(s) of this Agreement, maintain, at its expense, all licenses and permits required by any local, state or federal government agency for such transportation services and to comply with all laws and regulations applicable thereto. This Agreement shall not be effective until all such licenses and permits have been obtained by CARRIER. CARRIER warrants and guarantees that it is, or will be when this Agreement is in effect, a motor vehicle contract carrier, and further warrants and guarantees that the schedule of transportation rates attached to this Agreement, as may be modified in writing as provided herein, shall be the only rates applicable to services under this Agreement even if CARRIER is also a motor vehicle common carrier. CARRIER further warrants and guarantees that its common carrier tariffs shall not be applicable to its transportation services rendered pursuant to this Agreement. CARRIER shall provide BROKER with a copy of any Contract Carrier Permit required by the United States Department of Transportation and/or any state governmental entity, if applicable.

7. **COMPLIANCE WITH LAWS:**

CARRIER shall, at its expense, comply with the Workers' Compensation Law of the various states, shall carry and keep in force Workers' Compensation insurance for all of its employees engaged in the performance of services hereunder, and shall **comply** with all other federal state and local laws and regulations now in force or hereafter enacted.

Initial _____

8. BREACH OF CONTRACT:

The waiver of a breach of this Agreement by either party shall not be deemed a waiver by such party of any subsequent breach.

9. INSURANCE:

No less than 7 days prior to the date this Agreement becomes effective CARRIER shall provide BROKER with Certificates of Insurance in a form satisfactory to BROKER evidencing that CARRIER has at least; One Million and No/100 Dollars (\$1,000,000.00) automobile liability, property damage and bodily injury insurance and a minimum of One Hundred Thousand (\$100,000.00) in cargo liability insurance per shipment with no annual aggregate limit, including coverage for refrigeration breakdown and/or malfunction. CARRIER shall also provide BROKER with a certificate of workers compensation insurance unless carrier can demonstrate that it is not required by law to carrier such insurance. CARRIER agrees that CARRIER'S insurance is primary and BROKER'S insurance, if any, is excess in relation to all policies of insurance required under the terms of this Agreement. CARRIER shall direct its insurers to name BROKER as a Certificate Holder on all policies required under the terms of this Agreement other than the worker's compensation policy. Such insurance carrier(s) shall agree to give BROKER thirty (30) days advance written notice of cancellation or other change that would materially limit the available coverage and to provide BROKER with copies of all endorsements and notices issued after the effective dates of such policies. CARRIER will provide BROKER with all annual renewal certificates for all insurance policies required by this Agreement and all replacement policies for the Cargo Liability insurance. The maintenance of the insurance pursuant to this Agreement shall not limit or otherwise affect CARRIER'S liability under this Agreement.

10. ASSIGNMENTS

CARRIER understands that BROKER has a substantial interest in having CARRIER perform the duties under this Agreement and CARRIER may not assign this Agreement or any shipments CARRIER has agreed to transport under this Agreement without the prior written consent of BROKER.

11. INDEMNITY:

In addition to the insurance coverage in Paragraph 9 above, CARRIER shall indemnify and hold BROKER free and harmless from any and all claims (including third party claims), demands, liability, loss or damage of any kind (including, but not limited to, loss of or damage to COMMODITIES tendered for transportation by BROKER) arising in any manner out of and/or attributable to the operations, acts or omissions of CARRIER. For the purposes of this indemnity CARRIER agrees that the COMMODITIES tendered for transportation by BROKER have a fair market value equal to the invoice value as shown on the invoice of the BROKER'S customer, and CARRIER shall pay such invoice price for any goods lost or damaged. BROKER shall indemnify and hold CARRIER free and harmless from any and all claims (including third party claims), demands or liability, loss or damage of any kind that are solely attributable to acts or omissions of BROKER.

12. RELATIONSHIP OF PARTIES:

Each party is an independent contractor and neither party is the agent of the other party. The employees of either party shall not be employees or agents of the other party.

13. COMPLETE AGREEMENT:

This Agreement and the Schedule(s) of Rates and Charges, attached hereto, and any subsequent changes thereto, contain all of the agreements of the parties, and there are no oral or other written agreements, promises, or representations that have not been included herein.

14. MODIFICATION OF AGREEMENT:

This Agreement shall not be changed, modified or altered in any respect except in writing and signed by the parties hereto, including any modification of the Schedule of Rates and Charges.

15. ASSIGNMENT AND RIGHT OF FIRST REFUSAL:

This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. NOTICES:

Notices between the parties shall be in writing and shall be effective when actually delivered by mail, private courier services, facsimile transmission or other accepted means of business communication to the following address or such address as either or both parties shall direct in writing to the other party.

If to Broker:
Hanson Transportation Management Services, LLC.
2900 S. State Street Suite 4E
St. Joseph, MI 49085

BY: _____
TITLE: Director of Logistics

If to Carrier:
Carrier Name: _____

Address: _____

City/State/Zip: _____

BY: (Signed) _____

(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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.