

# Blakeman Transportation, Inc.

P.O. Box 4340 • Fort Worth, Texas 76164 • 817/626-3400 • 800/375-9995 • Fax 855-210-3499 •  
contracts@blakemantrans.com

Dear Carrier:

We are happy that you are interested in carrying freight for Blakeman Transportation, a licensed and bonded transportation broker. In order for us to add your company to our list of approved carriers we need you to fill out and sign the following:

1. The BTI-Carrier Master Agreement Revised 01-01-2012
2. Our Frozen Load Agreement
3. Our Security Agreement
4. A copy of an IRS W-9 or substitute
5. The BTI Carrier Profile and Basic Information Sheet

In addition to the above forms, we must also have:

1. A copy of your ICC or DOT Authority
2. A certificate of insurance from you insurance agent naming Blakeman Transportation as a certificate holder. Your Certificate must indicate that you have "Reefer Breakdown Coverage" if you carry temperature controlled loads for us. Due to our insurance requirements, we cannot load a carrier with Chilled or Frozen product without "Reefer Breakdown Coverage". A copy of your certificate may be faxed. However, an original certificate must be mailed to us. A copy, alone, is NOT acceptable.

When you have completed all of the above, you may fax them back to me at **(855) 210-3499** or email a scan of the entire packet to [contracts@blakemantrans.com](mailto:contracts@blakemantrans.com). We are sorry, but we will not be able to load any of your trucks until ALL of the above are filled out, signed and returned to us. **Fax all forms and documents to (855) 210-3499 Toll Free.**

For your information, we are enclosing with this fax:

- A copy of our MC Broker Authority
- A list of trucking references
- A copy of our surety bond

Thank you very much for your cooperation. We look forward to doing business with you.

Yours,



Jessica Montes  
Blakeman Transportation

# Blakeman Transportation Freight Board

Now you can see our loads as soon as they become available! It's easy, all you have to do is register for a free account and you will have access to every load as soon as it becomes available.

Go to the Blakeman Transportation website. [www.blakemantrans.com](http://www.blakemantrans.com). When the website loads, click on the icon that says "New BTI Freight Board" in the top left of the screen. On the next page, go to the lower right hand side of the page and create a user name and password by clicking "Register Free".

NOTE: By logging in, you agree to and accept all TERMS AND CONDITIONS OF USE listed below.

Username / Email

Password

Remember me

**TERMS AND CONDITIONS OF USE**

**1. Terms**

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or

Login

Register Free | Forgot Password

Once you fill this out and hit Submit, a message will be generated and sent to our customer service group. They will approve your information and send a message back to you.

After this is completed, you can log in 24 hours a day, 7 days a week, and 365 days a year to check on available loads. The load board updates every 5 minutes from 7am – 6pm Monday through Friday CST. If you have any issues, contact our webmaster at [webmaster@blakemantrans.com](mailto:webmaster@blakemantrans.com).

## INSURANCE REQUIREMENTS

### Minimum Insurance Requirements:

1. Blakeman Transportation named as the Certificate Holder
2. Liability Insurance of at least \$1,000,000 per occurrence
3. Cargo Insurance of at least \$100,000
4. ***REEFER BREAKDOWN COVERAGE – A MUST!!! IF YOU CARRY TEMPERATURE CONTROLLED LOADS.***
5. Workers Compensation Insurance meeting your State's Statutory Limits.
6. 30 day cancellation notice

Please contact your insurance agent and have them send a revised Insurance Certificate showing the above and especially that you have "REEFER BREAKDOWN COVERAGE" if you carry temperature controlled loads-.

We will not be able to load your trucks with frozen or chilled freight if you do not carry "Reefer Breakdown Insurance" and/or it is not indicated on your Insurance Certificate. These requirements are set by our insurance company.

Please send us a revised Certificate if it doesn't already state that you have "Reefer Breakdown Coverage". Send all certificates to:

Blakeman Transportation  
PO Box 4340  
Fort Worth, TX 76164-0340  
(817)626-3400  
(855)210-3499 Fax Toll Free

All certificates, notices and correspondence should now come directly to BTI.

Thank you for your cooperation!!

**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT  
FOR WORKERS' COMPENSATION**

This Indemnification, Defense and Hold Harmless Agreement for Workers' Compensation ("Indemnification Agreement") is made between (Carrier) \_\_\_\_\_, whose principal office is located at \_\_\_\_\_, (hereinafter known as "Carrier") and **Blakeman Transportation, Inc.** whose principal office is located at **2350 Cold Springs Rd, Fort Worth, TX 76106**, (hereinafter known as "BROKER").

Carrier hereby represents and warrants that under state or federal law applicable to Carrier, it is exempt from providing workers' compensation coverage to drivers, owner/operators or other independent contractors working for Carrier.

Carrier acknowledges and agrees that it will assume full and complete responsibility for compensation of any and all work-related injury occurring to any of its personnel and that Carrier shall fully indemnify, defend and hold BROKER and its customers harmless for any claims, demands, lawsuits or administrative proceeding brought against BROKER or its customer for any such work-related injury or employment obligations.

Further, Carrier shall indemnify, defend and hold BROKER harmless for all damages of any kind whatsoever that arise from any misrepresentation, change in status or revocation of Carrier's warranty regarding exemption, coverage.

All other obligations surrounding indemnification shall continue to be governed by the terms of the Broker/Carrier Agreement.

This Indemnification, Defense and Hold Harmless Agreement for Workers' Compensation is executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, and the person signing represents that he/she has been or is specifically authorized to execute this document on behalf of Carrier.

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

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Please make sure that your insurance agent sends us Your Accord that reflects your Worker's Compensation coverage.

# Blakeman Transportation, Inc.

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contracts@blakemantrans.com

## **BTI's Payment & Advance Policies**

1. Blakeman Transportation's standard payment policy is that we pay all carriers approximately 21 days ( $\pm 1$  or 2 days) from our receipt of the Carrier's Invoice and a signed bill of lading and/or proof of delivery (unless there is a large claim on the load that is equal to or greater than what the payment would be). BTI takes no responsibility for the speed or lack thereof of the U.S. Postal Service.
2. BTI offers a "Next Day Quick Pay" service. We will issue the carrier payment, the next day on receipt of a signed bill of lading and/or proof of delivery (provided there is no claim as outlined above). These payments can be picked up, mailed, overnighted, etc. There is an administrative service charge for this service of 4% of the linehaul rate BTI pays for the load being transported. If we overnight or expedite the delivery of the payment, additional charges will apply. Charges will be based on the current cost from FedEx or Overnight Service used and will be approximately \$25.00 to \$35.00.
3. BTI also will advance up to 40% of the Linehaul rate by Echeck to any Carrier for a minimum of a 2% Administrative fee. Echecks are a service and issued at the discretion of BTI. Carrier may receive their first Echeck for 40% of the Linehaul and a second Echeck for unloading at an administrative service charge of 2% of the Linehaul rate. Any Echeck after the second Echeck will be charged an additional 2% administrative service charge per Echeck. These charges do not include any fees charged by Comdata for the cashing of the Echeck.
4. Those carriers that elect to use our "Quick Pay" service will be charged an administrative service charge of 4% of the Linehaul rate for both the Quick Pay and up to two (2) Echecks. Additional Echecks will be treated as #3 above.

If you have any questions, please feel free to call Linda Ferris at 817/626-3400 x111 or 800/375-9995.



MC 214825

"TRANSPORTATION BROKER"

# Blakeman Transportation, Inc.

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contracts@blakemantrans.com

July 10, 2008

To: All Carriers

From: Linda Ferris, Accounts Payable Supervisor

In order to be reimbursed for unloading and lumper services, a receipt with the following information must be turned in with your invoice and paperwork.

- BTI's load number
- Date of delivery
- Lumpers complete name, address, telephone number, social security number/tax ID number and PO number
- Location of where unloading took place
- Total charges of unloading services
- Signed paperwork – unsigned paperwork will not be accepted or paid.

If any of this information is not included on the receipt, payment may be delayed or not reimbursed at all. If you have any questions please give us a call.

Thank you,

Linda Ferris  
Accounts Payable Supervisor

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MC 214825

“TRANSPORTATION BROKER”



**UNLOADING COST CHART**

		NUMBER OF DROPS									
		1	2	3	4	5	6	7	8	9	10
<b>W</b>	1000	10.00	17.00	24.00	31.00	38.00	45.00	52.00	59.00	66.00	73.00
	2000	13.00	20.00	27.00	34.00	41.00	48.00	55.00	62.00	69.00	76.00
	3000	16.00	23.00	30.00	37.00	44.00	51.00	58.00	65.00	72.00	79.00
	4000	19.00	26.00	33.00	40.00	47.00	54.00	61.00	68.00	75.00	82.00
	5000	22.00	29.00	36.00	43.00	50.00	57.00	64.00	71.00	78.00	85.00
	6000	25.00	32.00	39.00	46.00	53.00	60.00	67.00	74.00	81.00	88.00
	7000	28.00	35.00	42.00	49.00	56.00	63.00	70.00	77.00	84.00	91.00
	8000	31.00	38.00	45.00	52.00	59.00	66.00	73.00	80.00	87.00	94.00
	9000	34.00	41.00	48.00	55.00	62.00	69.00	76.00	83.00	90.00	97.00
	10000	37.00	44.00	51.00	58.00	65.00	72.00	79.00	86.00	93.00	100.00
<b>I</b>	11000	40.00	47.00	54.00	61.00	68.00	75.00	82.00	89.00	96.00	103.00
	12000	43.00	50.00	57.00	64.00	71.00	78.00	85.00	92.00	99.00	106.00
	13000	46.00	53.00	60.00	67.00	74.00	81.00	88.00	95.00	102.00	109.00
	14000	49.00	56.00	63.00	70.00	77.00	84.00	91.00	98.00	105.00	112.00
	15000	52.00	59.00	66.00	73.00	80.00	87.00	94.00	101.00	108.00	115.00
	16000	55.00	62.00	69.00	76.00	83.00	90.00	97.00	104.00	111.00	118.00
	17000	58.00	65.00	72.00	79.00	86.00	93.00	100.00	107.00	114.00	121.00
	18000	61.00	68.00	75.00	82.00	89.00	96.00	103.00	110.00	117.00	124.00
	19000	64.00	71.00	78.00	85.00	92.00	99.00	106.00	113.00	120.00	127.00
	20000	67.00	74.00	81.00	88.00	95.00	102.00	109.00	116.00	123.00	130.00
<b>N</b>	21000	70.00	77.00	84.00	91.00	98.00	105.00	112.00	119.00	126.00	133.00
	22000	73.00	80.00	87.00	94.00	101.00	108.00	115.00	122.00	129.00	136.00
	23000	76.00	83.00	90.00	97.00	104.00	111.00	118.00	125.00	132.00	139.00
	24000	79.00	86.00	93.00	100.00	107.00	114.00	121.00	128.00	135.00	142.00
	25000	82.00	89.00	96.00	103.00	110.00	117.00	124.00	131.00	138.00	145.00
	26000	85.00	92.00	99.00	106.00	113.00	120.00	127.00	134.00	141.00	148.00
	27000	88.00	95.00	102.00	109.00	116.00	123.00	130.00	137.00	144.00	151.00
	28000	91.00	98.00	105.00	112.00	119.00	126.00	133.00	140.00	147.00	154.00
	29000	94.00	101.00	108.00	115.00	122.00	129.00	136.00	143.00	150.00	157.00
	30000	97.00	104.00	111.00	118.00	125.00	132.00	139.00	146.00	153.00	160.00
<b>S</b>	31000	100.00	107.00	114.00	121.00	128.00	135.00	142.00	149.00	156.00	163.00
	32000	103.00	110.00	117.00	124.00	131.00	138.00	145.00	152.00	159.00	166.00
	33000	106.00	113.00	120.00	127.00	134.00	141.00	148.00	155.00	162.00	169.00
	34000	109.00	116.00	123.00	130.00	137.00	144.00	151.00	158.00	165.00	172.00
	35000	112.00	119.00	126.00	133.00	140.00	147.00	154.00	161.00	168.00	175.00
	36000	115.00	122.00	129.00	136.00	143.00	150.00	157.00	164.00	171.00	178.00
	37000	118.00	125.00	132.00	139.00	146.00	153.00	160.00	167.00	174.00	181.00
	38000	121.00	128.00	135.00	142.00	149.00	156.00	163.00	170.00	177.00	184.00
	39000	124.00	131.00	138.00	145.00	152.00	159.00	166.00	173.00	180.00	187.00
	40000	127.00	134.00	141.00	148.00	155.00	162.00	169.00	176.00	183.00	190.00
41000	130.00	137.00	144.00	151.00	158.00	165.00	172.00	179.00	186.00	193.00	
42000	133.00	140.00	147.00	154.00	161.00	168.00	175.00	182.00	189.00	196.00	
43000	136.00	143.00	150.00	157.00	164.00	171.00	178.00	185.00	192.00	199.00	
44000	139.00	146.00	153.00	160.00	167.00	174.00	181.00	188.00	195.00	202.00	
45000	142.00	149.00	156.00	163.00	170.00	177.00	184.00	191.00	198.00	205.00	
46000	145.00	152.00	159.00	166.00	173.00	180.00	187.00	194.00	201.00	208.00	

**Blakeman Transportation, Inc.**  
PO Box 4340  
Fort Worth, TX 76164

Phone 817/626-3400  
Fax 855/210-3499

*Blakeman Transportation, Inc*

# Memo

**To: ALL CARRIER DRIVERS/MANAGERS**  
**From: Nadia Martin, Claims Manager**  
**Date: July 10, 2008**  
**Re: O/S/D REPORTING – CHECK IN CALLS**

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As per our rate confirmations, contract addendums and carrier agreement, all carriers must call in immediately and report any overage, shortage or damaged (o/s/d) product at time of pickup or delivery. More and more of our customers are penalizing us for not notifying them of OS&D occurrences. We cannot notify them if you don't call in and let our claims/dispatch department know that there is an OS&D event.

**Therefore, as of February 1, 2007, any carrier that does not notify Blakeman Transportation's claim department within 8 hours of any OS&D occurrence, will be charged a \$100.00 administrative fee deduct from any settlement due them for hauling a BTI load. This fee is not negotiable.**

During delivery, if the receiving warehouse keeps damaged cases, the carrier must call in and report the cases to the claim department. Just because a damaged case was kept, does not mean there will not be a claim. If the product is damaged to the point that it cannot be reworked or repackaged, the receiver/customer can file a claim.

If you pickup at a **shipper load/count/seal facility** and you deliver with OS&Ds, you must still call and report the occurrence. If your paperwork is signed "**seal intact**" then you will not be claimed. If you pickup at a **shipper load/seal facility**, this means that you, the carrier, must count and inspect the product. If there are any OS&Ds at the time of delivery, you still may be claimed because it was up to you, the carrier, to make sure that your trailer was loaded with the correct amount of product in good condition. If you pickup at a **carrier count/load/seal facility**, you are open to any possible claims that may occur EVEN if the paperwork is signed "**seal intact**". *BTI will always try to mitigate any claim from our customer to the best of our ability. However, we cannot guarantee that any particular OS&D issue will result in "NO CLAIM".*

IT IS VERY IMPORTANT THAT ALL CARRIERS COUNT AND INSPECT THE LOAD BEFORE IT IS PUT ON THE TRUCK. If during loading there is a problem (i.e. you notice damage and the loader will not remove) call BTI's claim department immediately. If you do not count and/or inspect your load and an OS&D occurs, you will be responsible for the entire claim amount.

We are sorry that we have to resort to this extreme measure. However, customer service is key to our success and to yours. In order for us to be responsive and proactive with our customers, all of us must work together. Good communication is critical in this regard. If you have any questions, please feel free to contact Nadia Martin (Claims Report Line – 817/509-9796).

Thank you.

Nadia Martin  
Claims Manager  
Blakeman Transportation



## Carrier Package Checklist

**In order to process your carrier package as quickly as possible, please make sure that all of the following information is included when you return the packet.**

- Basic Carrier Information Page
- Security Agreement
- Frozen Load Agreement (if you want to carry Temperature controlled loads)
- Broker – Carrier Master Agreement (Revised: 251234235)
- Insurance Certificate (With Reefer Breakdown Coverage if you are going to carry Temperature Controlled loads)
- MC# - Authority
- W-9

**Please fax your complete carrier package to 877432/56; ; or email a complete scanned copy of the packet to [contracts@blakemantrans.com](mailto:contracts@blakemantrans.com). Both the fax or email packages must be signed by an authorized person of your company.**

Your carrier package will not be set up until all documents are received. You cannot be put on a load or sent a load confirmation until all paperwork is received.

Thank you  
Blakeman Transportation

**\*\*FAX TO 877432/56;;\*\* or Email – contracts@blakemantrans.com**

**BLAKEMAN TRANSPORTATION, INC  
BASIC CARRIER INFORMATION SHEET**

**SO THAT WE CAN BE SURE TO FIND YOU IN OUR COMPUTER, WE WOULD LIKE FOR YOU TO ANSWER THE FOLLOWING QUESTIONS:**

1. What is the full name of your company? \_\_\_\_\_
2. What is your billing address? \_\_\_\_\_  
\_\_\_\_\_
3. Is your company a  corporation  partnership  sole proprietor  LLC (C) or (P)
4. Are you “**SMARTWAY**” Certified? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. What is your **SCAC** Code? \_\_\_\_\_
6. What are your phone numbers? (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ main number  
(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ cell number  
(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ fax number
7. Who handles dispatch? \_\_\_\_\_
8. What type of equipment do you have and how many of each?  
Reefers \_\_\_\_\_ Dry Vans \_\_\_\_\_ Flat Beds \_\_\_\_\_ Step Deck \_\_\_\_\_ RGN’S \_\_\_\_\_ Team \_\_\_\_\_  
What size Trailers? 48’ \_\_\_\_\_ 53’ \_\_\_\_\_ Other \_\_\_\_\_
9. Do you have an email address? \_\_\_\_\_ If so, what is it? \_\_\_\_\_
10. What areas do(es) your truck(s) deliver? \_\_\_\_\_ Texas Only \_\_\_\_\_ All 48 states  
\_\_\_\_\_ Truck(s) only delivers to these areas (please list) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Please list three (3) Business references with phone numbers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Any other information that you think would be helpful: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. Insurance agency and phone number: \_\_\_\_\_  
\_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<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"/> 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) ▶ _____ <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>BLAKEMAN TRANSPORTATION, INC.</b>
	<b>6</b> City, state, and ZIP code	<b>PO BOX 4340</b> <b>FORT WORTH, TX 76164-0340</b>
	<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.

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

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](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:

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.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## MASTER AGREEMENT

This Agreement (the "Agreement") is between, **BLAKEMAN TRANSPORTATION, INC., PO Box 4340, Fort Worth, TX 76164**, hereinafter referred to as "**BTI**", and \_\_\_\_\_ hereinafter referred to as "CARRIER", whose address is \_\_\_\_\_.

**WHEREAS**, BTI is a federally licensed transportation broker, authorized to arrange for the transportation of property by motor carrier under License No. MC 214825 (a copy of which license is attached hereto and made a part hereof);

**WHEREAS**, CARRIER is a motor contract carrier of property authorized by Permit No. ICC MC/DOT \_\_\_\_\_ (a copy of which is attached hereto and made a part hereof) to provide transportation of property for BTI;

**WHEREAS**, BTI may from time to time engage the services of CARRIER to transport property and such engagement shall be pursuant to, and in accordance with, the terms and conditions of this Agreement; and

**WHEREAS**, this Agreement shall be governed by Title 49 of the United States Code, the Code of Federal Regulations and the federal common law of interstate transportation of goods. The transportation provided is deemed contract carriage regardless of carrier's actual authority. CARRIER'S tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1.** CARRIER'S relationship to BTI shall be that of independent contractor and exercises exclusive control over its equipment, employees, and the means and methods of carrying out its contractual obligations hereunder. CARRIER shall be responsible for providing workers' compensation coverage or equivalent insurance coverage for its employees.
- 2.** CARRIER represents and warrants to BTI that it has and will maintain proper Federal Motor Carrier Safety Administration /Dept. of Transportation ("FMCSA/DOT") Authority to transport any property in interstate commerce. CARRIER further represents and warrants to BTI that it will comply with all applicable federal, state and local laws and regulations, including but not limited to the ELD Mandate, FDA's Food Safety Modernization Act ("FSMA") and the Sanitary Food Transportation Act, et al. effective April 6, 2017, as relating to the operations of a motor carrier.
- 3.** CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party. CARRIER acknowledges that it is responsible for the loading and securing of all shipments and has the duty to inspect each shipment. Unless otherwise specified by BTI,

CARRIER shall be responsible for loading and unloading the property onto and from the motor vehicle.

- 4.** CARRIER agrees to transport by motor vehicle, from and to such points between which service may be required, such quantities of authorized commodities as BTI may require and request.
- 5.** Both BTI and CARRIER acknowledge that the success of their relationship, under the terms of this Agreement, shall require their full and mutual cooperation, and that they shall act to fulfill all of their legal responsibilities, including, but not restricted to, those contained herein. The parties acknowledge that BTI is acting solely in the capacity as a "Transportation Broker".
- 6.** BROKER agrees to pay CARRIER at the agreed rate within 30 days of receipt by BROKER of CARRIER'S invoice, and "clean" transportation documents (as required in the rate confirmation provided to CARRIER prior to shipment) showing timely delivery in good condition. CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges. CARRIER shall pay all expenses related to the transportation of said property.
- 7.** CARRIER agrees to maintain cargo insurance in an amount no less than \$100,000, to compensate claimant for loss or damage to property belonging to BTI, owner or consignee which property comes into the possession of CARRIER in connection with its transportation service. In addition, CARRIER agrees to include "Reefer Breakdown Coverage" as part of its cargo insurance. CARRIER'S liability is not limited to the amount of insurance. The cargo insurance shall be in the form required by FMCSA/DOT and shall have no exclusions or restrictions that would not have been accepted by the FMCSA for required insurance. CARRIER'S insurance agent will supply BROKER with a Certificate of Insurance with BTI named as certificate holder and identifying any and all exclusions, limitations and deductibles including but not limited to geographic, target commodities, theft, unattended vehicles, scheduled vehicles or drivers. Insurance carrier is to give written notice to BTI thirty days prior to the cancellation of such cargo insurance.
- 8.** CARRIER'S liability is for the actual loss or injury to the property asset forth in 49 U.S.C. 14706. The liability shall be for the full value of the item which shall mean the replacement cost of the lost or damaged item(s). All claims for loss and damage, and any salvage arising there from shall be handled and processed by CARRIER in accordance with federal regulations, currently 49 C.F.R. 370. If CARRIER fails to acknowledge, investigate or resolve claims in accord with 49 C.F.R. 370, BTI shall be entitled to offset claims against any all freight charges owed. CARRIER agrees to notify BTI immediately in reference to any O/S/D occurrence (no later than 8 hours after the event) and agrees that failure to notify BTI will be grounds (over and above the claim's value) for a \$100.00 deduction from any settlement due CARRIER for hauling a BTI Brokered load. The parties expressly agree that no shipment shall move subject to released valuation unless such limitation of liability is specifically agreed to in writing by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document shall not constitute the specific agreement required. Carrier has the duty prior to shipment to either ask BROKER for the value of the shipment, or notify BROKER in writing that it will not accept shipments of certain commodities or over certain maximum values.



**9.** Directions supplied by BTI or its Customers either orally and/or in written form are for informational purposes only. It is the CARRIER'S sole responsibility to confirm that it may lawfully operate a loaded vehicle of any weight, commodity, or dimension over any highway, bridge or route. Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R. 395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to BROKER, BROKER reasonably relies on CARRIER'S knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BROKER.

**10.** CARRIER agrees to maintain: Worker's Compensation insurance as prescribed by the laws of the states in which the transportation services shall be performed including Employer's Liability Insurance in the amount of at least \$500,000 combined single limit; Automobile Bodily Injury and Property Damage Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 combined single limit per occurrence. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance.

**11.** Each shipment shall move under the terms and conditions of a uniform (standard) Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims, and include consideration of paragraph (10) above. CARRIER acknowledges and agrees that all Bills of Lading shall be signed by CARRIER and that CARRIER is responsible for the accuracy of information (and the property that it represents) contained within said Bills of Lading.

**12. INDEMNIFICATION: Carrier agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions of CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of CARRIER'S operations hereunder, including but not limited to claims for respondeat superior, negligent selection, hiring or supervision of carrier its employees, agents or subcontractors. CARRIER acknowledges that where the loss, injury or damage arises from the underlying breach, acts or omissions of carrier, as opposed to any active or direct breach, act or omission of BROKER or its customers, CARRIER'S defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions or allegations against BROKER or its customer. Indemnification shall include attorneys' fees and cost, including fees and costs for enforcement of this Agreement. However, Carrier's has no obligation to indemnify Broker or Broker's Customer for their own (Broker or Broker's Customer) negligent acts or omissions giving rise to the claim.**

**13.** Rates and charges for services performed under this Agreement shall be as agreed to between the parties in writing. Such rates and charges may be listed in addenda to this Agreement, and may be periodically revised by mutual agreement of the parties. Rates may also be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral Agreement shall be reduced to writing in order to remain binding between the parties. However, in no instance shall the submission of a freight bill supersede rates agreed to orally, or included in this Agreement and its

addenda. BTI shall pay CARRIER in accordance with the rates and charges provided in this Agreement and its addenda.

**14.** CARRIER warrants that its equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested, and that no trailer or other vehicle which transports commodities shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, and CARRIER will remain in full compliance with the FDA's Food Safety Modernization Act ("FSMA") and the Sanitary Food Transportation Act and any similar or successor act(s). CARRIER agrees that the equipment to be used under this Agreement shall be clean, odor-free, dry, leak-proof, free of contamination or infestation and suitable for transportation of foodstuff for human consumption. If Carrier has hauled fertilizer, manure, compost, animals, uncooked meat, eggs, or dairy products, Carrier must clean all equipment with a sanitizing agent and provide documentation of the prior shipment and cleaning to consignor at next pick-up. If consignor determines that the equipment does not meet its reasonable standards of acceptability, Carrier shall clean or replace the equipment at its own cost.

**15.** All drivers shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence in the protection of shipper's commodities. CARRIER shall not have a U.S. DOT Safety Rating of "Unsatisfactory" or CSA rating of "Unfit". CARRIER agrees to notify BROKER within 24 hours of any change in its Safety Rating on the Safestat or CSA Basic database maintained by the FMCSA. The CARRIER is to cover all of its expenses for operating as a CARRIER, including insurance, permits and taxes.

**16.** CARRIER must meet defined set temperature instructions as provided in documentation and on shipping documents provided to CARRIER. Temperature settings for certain materials/products and mixes of these products on loads and time of year will determine the required set temperature for these loads. CARRIER'S TRUS must provide a fresh protect setting with a temperature delta of no more than 4 degrees from Set Point in the Continuous operating mode for SHIPPER's perishable loads.

**17.** As per 49 USC 13901(c), CARRIER hereby warrants that it is and shall perform the services herein as a motor carrier under MC# DOT# noted above, and shall transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees ONLY under contract with it. **CARRIER agrees NOT to "broker" any shipment tendered to CARRIER by BTI under any circumstance unless prior written agreement on shipment by shipments basis.** Any person who knowingly authorizes, consents to, or permits, directly or indirectly, either alone or in conjunction with any other person, a violation of this warranty, including but not limited to "double brokering" is liable to BTI for liquidated damages of \$10,000 for each violation plus all valid freight charge, cargo or other claims incurred without regard to amount. BTI shall also be entitled to its collection and costs of enforcement, interest and attorneys' fees. The liability for claims under this section for unauthorized or "double brokering" shall apply, jointly and severally to any corporate entity or partnership involved; and to the individual officers, directors, and principals of such entities. Additionally, if CARRIER

"brokers" a shipment, CARRIER forfeits the right to collect freight charges and agrees BROKER may pay such charges directly to the underlying carrier. To the extent BROKER pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and/or BROKER'S customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER also agrees to settle any cargo claims that may arise in connection with such shipment as the carrier under 49 U.S.C. 14706 regardless of whether it took possession of the freight or was the actual carrier or not.

**18.** On behalf of the shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California, CARRIER warrants that:

- a. All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
- b. All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations.

CARRIER shall be liable to BROKER for any penalties, or any other liabilities, imposed on BROKER or Shipper because of CARRIER's use of non-compliant equipment.

**19.** 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 disorder or through compliance with legally constituted order of civil or military authorities. All statutory and regulatory requirements shall be observed.

**20.** The terms of this Agreement shall commence on the date below and shall remain in force and effect for a period of one month and shall continue month to month unless either party gives notice of termination to the other. Termination will take place thirty (30) days after receipt of such notice. Nothing in this paragraph shall be construed as limiting, abridging or superseding any right of cancellation or termination of this Agreement as may be specified in any other paragraph of this Agreement, with the exception of Paragraphs (12), (13), (17), and (18), which shall survive the termination of this Agreement.

**21.** CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER'S customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on the movement of the traffic, as liquidated damages. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of 15 months after termination.

**22.** This Agreement supersedes any and all other agreements, either oral or written, between BTI and CARRIER with respect to the subject matter hereof. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas. Venue of any litigation arising hereunder shall be in a court of competent jurisdiction in Tarrant County, Texas. This Agreement is binding upon CARRIER and carrier's assignees, agents, successors, receivers and heirs. A facsimile or electronic transmission of this Agreement bearing the signatures of the parties shall have and be given the same force and effect as an original signed document.


**23.** CARRIER agrees to pay BTI all costs and expenses incurred by BTI, including reasonable attorneys' fees and expenses, in the enforcement of BTI's rights and obligations under this Agreement and in any legal proceeding arising under or relating to this Agreement.

**IN WITNESS WHEREOF**, the parties have hereto caused these presents to be duly executed on \_\_\_\_\_, by a person duly authorized.

(Date)

Broker: Blakeman Transportation, Inc.

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

By: 

By: \_\_\_\_\_

Name: Jeff Blakeman

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

Title: President

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

Federal ID# (EIN): \_\_\_\_\_

# FROZEN LOAD AGREEMENT

(To be filled out by those Carriers wanting to haul Temperature Controlled loads)

This **FROZEN LOAD AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between *Blakeman Transportation, Inc.*, (hereinafter referred to as "BROKER"), and \_\_\_\_\_, (hereinafter referred to as "CARRIER"), whose principle business offices are located at \_\_\_\_\_.

**WHEREAS**, BROKER and CARRIER have entered into that certain Master Agreement dated of even date herewith which is incorporated herein by reference; and

**WHEREAS**, the parties desire to enter into this Frozen Load Agreement to clarify and set forth the responsibilities of CARRIER when transporting frozen and refrigerated loads pursuant to the Master Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. CARRIER is responsible for holding and maintaining "0" (zero) degrees Fahrenheit temperature on all frozen loads and 34° Fahrenheit if it id an entire Chilled truckload, unless otherwise stated on the Bill of Lading or the Rate Confirmation Addendum.
2. CARRIER is responsible for probing and temping all commodities before loading to verify that the temperature requirements are met.
3. CARRIER has the right to reject any load or part of a load due to damage, temperature, or weight before loading the commodity on its vehicle.
4. CARRIER hereby accepts complete responsibility for the commodity from the time said commodity is loaded on its truck until the commodity has been delivered to its final destination.

**BROKER: BLAKEMAN TRANSPORTATION, INC.**

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

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

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

**Jeff Blakeman  
President**

**NAME:** \_\_\_\_\_

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

## Food Safety Modernization Act (FSMA) Carriers

Blakeman Transportation, Inc. ("BTI") requires all Carriers ("Carrier") to adhere to all provisions of the FDA's Food Safety Modernization Act (FSMA) and the Sanitary Food Transportation Act effective April 6, 2017. BTI requires the undersigned Carrier to complete and submit to BTI a signed copy of this form. Carrier is required to: Monitor conditions during transport that are consistent with the requirements specified, Capable of maintaining temperatures necessary for the safe transport of food, Training of carrier personnel in sanitary practices and retain records for up to 12 months as well as records of written procedures, agreements and training.

To ensure proper temperature control and cleanliness in its freight transit practices, BTI requires its selected Carriers to have in place protective procedures and protocols for all loads subject to temperature control. Before undertaking each load transit, Carrier should confirm with its drivers that the temperature and other critical bill of lading particulars are correctly inputted into the reefer settings. For those temperature sensitive meat, produce, or related cargo, BTI requires Carrier to have in place procedures to address issues respecting continuous temperature control and cleanliness best practices. Before Carrier's equipment is taken to the shipping dock for loading, Carrier must communicate to its driver the core freight transit requirements involving temperature control and cleanliness procedure.

Carrier must also instruct its drivers to undertake a trailer washout prior to arriving at the shipping site in the event that they visually, or by the detection of odor, are made aware that the trailer is not sanitarily fit for the safe transit of food cargo. Carrier must commit to those procedures that govern the safe, effective transport of such cargo.

Carrier must at all times employ commercially customary and reasonable practices to ensure that temperature controlled food loads are shipped according to best practice protocol without preventable incident. Carrier agrees to provide to BTI and/or the shipping customer evidence of its (1) temperature-controlled, (2) trailer cleanliness and (3) related FSMA compliance procedures. Carrier acknowledges that it is in compliance with 21 C.F.R. pt. 1.908, 1.910, and 1.912, and with all applicable FSMA regulations. Carrier agrees to secure confirmation from Shipper that the trailer, and any loaded cargo contents, were loaded in a fully sanitary manner that entirely comports with FSMA law and all related regulations.

A quick summary of requirements:

- Provide clean equipment in good operating condition
- Pre-cool trailers assigned to the dispatched load
- Maintain the temperature of the load designated by Shipper and/or BTI Personnel
- Provide training for drivers and staff personnel to include potential food safety issues, basic sanitation practices and instruction on setting/monitoring temperatures during transit.
- Retain records, addendum agreement, temperature records and written procedures for up to 12 months.

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

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

## ***SECURITY AND LOAD PROTECTION PROCEDURES***

DUE TO THE ONGOING SECURITY THREATS BOTH PHYSICAL AND BIOTECH, BLAKEMAN TRANSPORTATION FELT IT IMPORTANT TO REITERATE OUR MINIMUM SET OF STANDARDS CONCERNING SAFETY, SECURITY AND LOAD PROTECTION. THE FOLLOWING POLICY STANDARDS, WHICH HAVE ALWAYS BEEN IN EFFECT, NEED TO BE ENFORCED WITH EXTRA VIGILLANCE ESPECIALLY NOW.

- ALL DRIVERS MUST HAVE A GOVERNMENT ISSUED PICTURE I.D. WITH THEM AT ALL TIMES. DRIVER NAME'S WILL BE GIVEN TO ALL PICKUP POINTS (SHIPPERS, COLD STORAGES, WAREHOUSES, ETC.) FOR EACH PARTICULAR LOAD, MANIFEST OR TRUCK AND WILL BE VERIFIED BY THE SHIPPING PERSONNEL AT THE PICKUP LOCATION. DRIVERS WILL BE ASKED TO PRODUCE PICTURED ID. AT THE TIME OF PICKUP.
- ALL DRIVERS ARE REQUIRED TO PADLOCK THEIR TRAILER DOORS FOR THE PROTECTION AND SECURITY OF THEIR LOADS. EACH DRIVER WILL KEEP THEIR TRAILER LOCKED AT ALL TIMES BETWEEN THE LOADING AND UNLOADING OF THEIR FREIGHT. TRAILERS WILL BE LOCKED EVEN WHEN EMPTY. SPECIFIC FREIGHT CUSTOMERS MAY REQUIRE THE USE OF SHIPPER SEALS IN ADDITION TO THE ABOVE.
- DRIVERS WILL EXAMINE AND WITNESS ALL LOADING AND UNLOADING PROCEDURES. IF THE DRIVER EXPERIENCES ANY DISCREPANCIES OR FEELS THAT THERE MAY BE A SAFETY OR PROTECTION CONCERN, THE LOADING OR UNLOADING PROCEDURE SHOULD BE STOPPED, THE TRAILER SHOULD BE IMMEDIATELY LOCKED AND THE DRIVER WILL CALL BTI DISPATCH AND REPORT ALL HAPPENINGS. BLAKEMAN TRANSPORTATION WILL INSTRUCT THE DRIVER WHETHER TO CONTINUE OR NOT BASED ON THE INFORMATION PROVIDED BY THE RESPECTIVE DRIVER AND WITH CONSULTATION WITH OUR CUSTOMER.
- DRIVERS WILL PARK ONLY IN LOCKED, WELL-LIGHTED AND SECURE AREAS WHILE IN ROUTE TO ALL DESTINATIONS OF DELIVERY. DRIVERS WILL BE AWARE OF THE SURROUNDINGS ASSOCIATED WITH THE LOADS IN THEIR TRUST.

SAFETY AND SECURITY ARE EVERYONES BUSINESS. IT IS THE POLICY OF BLAKEMAN TRANSPORTATION TO DO EVERYTHING POSSIBLE TO ENSURE THAT THE FREIGHT WE CARRY IS PROTECTED AND SECURE.

**I (WE) HAVE READ THE ABOVE SECURITY AND LOAD PROTECTION PROCEDURES. I (WE) AGREE TO ABIDE BY THESE PROCEDURES AND TO CARRY THEM OUT TO THE BEST OF MY (OUR) ABILITY.**

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**PRINT NAME & TITLE**

---

**SIGNATURE**

---

**COMPANY NAME**

---

**DATE**



## *Blakeman Transportation, Inc.*

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August 30, 2017

Dear Carrier,

As of December 18, 2017 the FMCSA will initiate the ELD Mandate. This rule will affect the entire supply chain due to strict HOS Regulations as it pertains to carriers. Carriers are governed by the Regulatory parameters of HOS. With the new ELD Mandate, HOS will be more strictly enforced. Carriers must operate within the HOS regulations and those who do not could be placed Out of Service and have very steep fines. Blakeman Transportation will require carriers to become compliant by December 18, 2017. Carriers who are not compliant or able to show proof of exemption will be placed on "do not load" until compliance is met. We have attached a verification form to this document for your self-certification of ELD compliance.

In order to make your conversion to the new ELD compliance requirement by December 18, 2017, I have compiled a list of providers for your convenience. I have spoken with each and feel confident you will be able to find a system that meets your needs.

AT&T – Fleet Complete  
Jeff Faust  
972-268-1653  
[Jeff.faust@fleetcomplete.com](mailto:Jeff.faust@fleetcomplete.com)

Verizon – Fleetmatics  
David Millis  
727-584-6004  
[David.millis@fleetmatics.com](mailto:David.millis@fleetmatics.com)

Omnitracs  
Bill Holden  
469-853-2373  
[bholden@premiergpstracking.com](mailto:bholden@premiergpstracking.com)

Pedigree  
Joe Nicholas  
701-551-2336  
[joe.nicholas@pedigreetechnologies.com](mailto:joe.nicholas@pedigreetechnologies.com)

Teletrac Navman  
Starla Scott  
817-323-1450  
[Starla.scott@teletracnavman.com](mailto:Starla.scott@teletracnavman.com)

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P.O. Box 4340 • Fort Worth, Texas 76164-0340 • 2350 Cold Springs Rd. 76106 • 817/626-3400 • 800/375-9995 • Fax 855/210-3499

**MC 214825**

**"TRANSPORTATION BROKER"**





In addition to the ELD itself, the following must also be in the vehicle:

- 1) A user's guide for operating the ELD. This will be given to an authorized safety official along with your ELD during a roadside inspection
- 2) An instruction sheet with step by step instructions for transferring hours of service records to an authorized safety official
- 3) An instruction sheet of reporting ELD malfunctions and recordkeeping procedures during ELD malfunctions
- 4) A supply of paper grid graphs to record driver duty status and related information for the last 8 days in case of ELD malfunction (paper logs)

There are a few exemptions to the ELD Mandate:

- 1) CFR 395.1(e) – 100 Air-miles for CDL vehicles and 150 miles for Non-CDL Vehicles are exempt from the ELD Mandate
- 2) Vehicle engines manufactured before 2000 are exempt. If your vehicle is older than 2000 but your engine model year is 2000 or newer, you are required to adhere to the ELD Mandate.
- 3) Drivers who use paper RODS for not more than 8 days out of every 30-day period

By taking steps early, you will be able to easily transition from paper logs to the new required ELD. The above list is only a suggestion of providers to get you started. Whichever company/device you choose, make sure they are registered with the FMCSA (<https://csa.fmcsa.dot.gov/ELD/List> ). Blakeman does not endorse or recommend any company/device in particular.

**ANNOUNCEMENT** – Blakeman is moving to an environmentally conscious paperless environment. We are excited to be able to soon offer direct deposit pay on all your freight invoices! Stay tuned for more information.

Sincerely,



Nadia Martin  
Loss Prevention and Compliance Manager



**ELD Mandate  
Proof of Compliance**

Blakeman Transportation, Inc. ("BTI") will require all Carriers ("Carriers") to adhere to the FMSCA's ELD Mandate by December 18, 2017. BTI will require the undersigned Carrier to be compliant and provide proof of compliance in order to continue moving freight for BTI.

In order to show compliance, BTI requires the information below to be provided:

**Device Name** \_\_\_\_\_  
**Model Number** \_\_\_\_\_  
**Software Version (if available)** \_\_\_\_\_  
**ELD Identifier** \_\_\_\_\_  
**Provider Company** \_\_\_\_\_

In addition to the ELD itself, the following must also be in the vehicle:

- 1) A user's guide for operating the ELD. This will be given to an authorized safety official along with your ELD during a roadside inspection
- 2) An instruction sheet with step by step instructions for transferring hours of service records to an authorized safety official
- 3) An instruction sheet of reporting ELD malfunctions and recordkeeping procedures during ELD malfunctions
- 4) A supply of paper grid graphs to record driver duty status and related information for the last 8 days in case of ELD malfunction (paper logs)

BTI understands that some carriers are exempt from the ELD Mandate. If you are exempt, please state the reason why below:

- CFR 395.1(e) – 100 Air-miles for CDL vehicles and 150 miles for Non-CDL Vehicles are exempt from the ELD Mandate  
 Vehicle engines manufactured before 2000 are exempt. If your vehicle is older than 2000 but your engine model year is 2000 or newer, you are required to adhere to the ELD Mandate.  
 Drivers who use paper RODS for not more than 8 days out of every 30-day period

**Carrier:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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**MC 214825**

**"TRANSPORTATION BROKER"**



# ELD Mandate

## Proof of Compliance Continuation Sheet

Truck Number \_\_\_\_\_

Device Name \_\_\_\_\_

ELD Identifier \_\_\_\_\_

Truck Number \_\_\_\_\_

Device Name \_\_\_\_\_

ELD Identifier \_\_\_\_\_

Truck Number \_\_\_\_\_

Device Name \_\_\_\_\_

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Device Name \_\_\_\_\_

ELD Identifier \_\_\_\_\_

Truck Number \_\_\_\_\_

Device Name \_\_\_\_\_

ELD Identifier \_\_\_\_\_

| SERVICE DATE |

MAR 24 1989

PM-25  
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

LICENSE

No. MC 214825

BLAKEMAN TRANSPORTATION, INC.  
FORT WORTH, TX

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

NORETA R. MCGEE,  
Secretary.

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 214825

Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

Bond No. 13385

Filer FMCSA Account Number: 28318

License No. MC- 214825

KNOW ALL MEN BY THESE PRESENTS, that we, BLAKEMAN TRANSPORTATION, INC.  
*(Name of Broker or Freight Forwarder)*

of 2350 COLD SPRINGS ROAD FORT WORTH TX 76106  
*(Street) (City) (State) (Zip)*

as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company  
*(Name of Surety)*

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing

under the laws of the State of Arizona (hereinafter called Surety), are held and firmly bound unto the United States of  
*(State)*

America in the sum of \$100000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 14th day of December, 2012, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

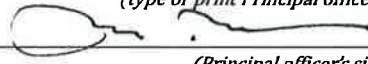
The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

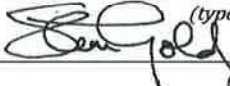
Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 2nd day of October, 2013.

**PRINCIPAL**

BLAKEMAN TRANSPORTATION, INC.  
 COMPANY NAME  
2350 COLD SPRINGS ROAD FORT WORTH  
 STREET ADDRESS CITY  
TX 76106 817-626-3400  
 STATE ZIP CODE TELEPHONE NUMBER  
JEFFREY BLAKEMAN, PRESIDENT


*(type or print Principal officer's name and title)*  
  
*(Principal officer's signature)*

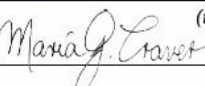
STEVE GOLD  
*(type or print witness's name)*  
  
*(witness's signature)*

**SURETY**

**Bond No.- 13385**

Southwest Marine and General Insurance Company  
 COMPANY NAME  
150 Northwest Point Blvd, 2<sup>nd</sup> FLR Elk Grove Village  
 STREET ADDRESS CITY  
Illinois 60007 847-700-8100  
 STATE ZIP CODE TELEPHONE NUMBER  
Lisa Gelsomino, President/CEO

*(type or print Principal officer's name and title)*  
  
*(Principal officer's signature)*

Gabriela Craver, Underwriting Manager, Surety  
*(type or print witness's name)*  
  
*(witness's signature)*



This BMC-84 bond form (revision date 9/26/2013) is provided pursuant to the requirements of MAP-21 and regulations promulgated by the FMCSA. It supersedes and replaces the previous BMC-84 form with the same serial number 13385, previously issued on the BMC-84 form that was approved for use at the time. The electronic filing of the BMC-84 will reflect the new required minimum of \$75,000 beginning 10/1/2013, which is the date on which the MAP-21 legislation takes effect. The FMCSA system requires the entry of an effective date of 10/1/2013 or later in order to reflect a financial responsibility amount of \$75,000. This replacement form is a technical correction issued to conform with the regulations. It does not increase the obligations of the surety beyond the amount reflected in this instrument.



## *Blakeman Transportation, Inc.*



*is a duly licensed property broker  
pursuant to the authority of the  
Federal Motor Carrier Safety Administration,  
having demonstrated to TIA its integrity  
and having successfully met the criterion of financial responsibility  
to the amount of \$100,000 through the TIABOND program.*



**Valid Dec 14, 2017 through Dec 14, 2018 – Bond 13385 with a limit of \$100,000**

A handwritten signature in black ink that reads "Doug Clark".

Doug Clark  
Chairman  
TIA Services

A handwritten signature in black ink that reads "Robert A. Voltmann".

Robert A. Voltmann  
President & CEO  
Transportation Intermediaries Association



# *Blakeman Transportation, Inc.*

2350 Cold Springs Rd. • PO Box 4340 • Fort Worth, TX 76164-0340 • 817/626-3400 • Fax 817/626-0600

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**President:** Jeffrey A. Blakeman  
**Vice-President:** Chad M. Blakeman  
**Treasurer:** Steve Gold

**EIN:** 75-1876650  
**MC:** 214825  
**SCAC:** BKMP  
**DUNS#:** 78-125-2655  
**Email:** [bti@blakemantrans.com](mailto:bti@blakemantrans.com)

## **Bank Reference:**

**Bank of Texas, N.A.**  
801 Cherry Street, Ste. 3325  
Fort Worth, TX 76102  
817/877-2000—817/348-5795 – Jeremy Jackson

## **Credit References:**

**Open Range**  
4557 Leston Street  
Fort Worth, TX 76102  
817/538-8471 Fax – 817/678-9417

**Leap of Faith Transportation**  
PO Box 7776  
Fort Worth, TX 76111  
817/831-2069 Fax – 817/831-2616

**Turbo Express , LLC.**  
117 Oil Field Road  
Ennis, TX 75119  
469/499-7072  
Email: [turboexpress117@aol.com](mailto:turboexpress117@aol.com)

**Coronas Trucking**  
8050 Floyd Hampton Road  
Crowley, TX 76036  
909/953-4031 Fax – 682/224-4542

**Raider Express, Inc.**  
2400 Cold Springs Road  
Fort Worth, TX 76106  
817/529-5800 Fax – 817/529-5823

**Reynoso Trucking**  
3820 Mercury Street  
Haltom City, TX 76111  
817/559-3719 Fax – 817/529-5823  
Email: [reynoso\\_trucking@yahoo.com](mailto:reynoso_trucking@yahoo.com)

## Registration Document



The U.S. Environmental Protection Agency recognizes

**Blakeman Transportation Inc**

*As a Registered*

**SmartWay® Transport Partner**

**Partnership Date: 01/02/2009**

**SmartWay ID: 30675242**

**Expires: 09/14/2018**

A handwritten signature in blue ink, appearing to read "Cheryl Bynum".

Cheryl Bynum

Center Director, SmartWay Transport Partnership

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BLAKEMAN TRANSPORTATION INC</b>	
	<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) <b>5</b> 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.) <b>PO BOX 4340</b>	<b>Requester's name and address (optional)</b>
	<b>6</b> City, state, and ZIP code <b>FORT WORTH, TX 76164-0340</b>	
	<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.

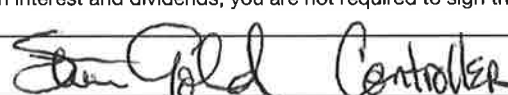
<b>Social security number</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-						
	-		-							
<b>or</b>										
<b>Employer identification number</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black; text-align: center;">7</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">5</td> <td style="width: 5%; border: none;">-</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">1</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">8</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">7</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">6</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">6</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">5</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">0</td> </tr> </table>	7	5	-	1	8	7	6	6	5	0
7	5	-	1	8	7	6	6	5	0	

**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>	Signature of U.S. person ▶		Date ▶ <b>11/01/2015</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.