



3012 Industrial Way NE
Salem, Oregon 97301
office: 503-766-3004
www.shipadc.com

Thank you for your interest to partner with ADC Logistics. To streamline the entry of your company into our carrier database we have provided the following packet outlining the specific information we will need from you. Please see below index for the list of documents that need to be filled out and/or provided.

- Broker-Carrier Motor Transportation Contract**.....1-8
 - Please complete by filling in the date, your company name and address in the top of page 1 followed by your MC number and USDOT number in section B of Recitals. Initial pages 1, 2, 3, 4, 5, 6, and sign page 7.
- W-9 Form**.....9-12
 - Please complete by checking the appropriate box, providing a legible TIN number, signing and dating the form. Or you may send your own current W-9 form.
- Carrier Information**.....13
 - Please complete in full.
- Carrier Profile**.....14
 - Complete indicating lane preferences and equipment type(s).
- Scheduled Auto Vin Form**.....15
 - Please complete this form if you have scheduled auto insurance. If so, we require a VIN number for each for each load.
- ADC Logistics Billing Requirements**.....16
- ADC Logistics Credit Information**.....17

Please fax the completed documents back to 503-262-8694 or email to accounting@shipadc.com along with the following additional documents.

1. ___ Certificate of Insurance as detailed in sections **g & h** of the contract
2. ___ Certificate of granted authority to operate as a motor carrier
3. ___ Verification of “satisfactory” safety rating per section **q** of the contract
4. ___ Factoring letter (if applicable)
5. ___ New Entrant Safety Audit Results Letter (if applicable)

Please be sure the company name matches on the authority page, carrier profile, insurance, and W-9. Feel free to call 503-766-3004 if you have any questions or need any further assistance in supplying the services we have agreed on.



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BROKER-CARRIER MOTOR TRANSPORTATION CONTRACT

THIS CONTRACT IS MADE _____, _____ between ADC Logistics, LLC, 3012 Industrial Way NE, Salem, OR 97301 (BROKER), and Name of Carrier: _____

Mailing Address: _____, (CARRIER).

RECITALS:

A. BROKER is a Federal Motor Carrier Safety Administration ("FMCSA") registered broker holding License No. MC-841334, a copy of which is incorporated herein by this reference.

B. CARRIER is an FMCSA registered motor carrier holding Registration No. MC-_____, a copy of which is incorporated herein by this reference; and, in addition, CARRIER has been assigned USDOT No. _____.

C. BROKER and CARRIER are entering into this Contract so that all freight tendered by BROKER to CARRIER and transported by CARRIER for BROKER during the term of the Contract is transported by CARRIER as a contract carrier under the terms of this Contract.

D. This Contract and the relationship between BROKER and CARRIER are intended, and shall be construed, to meet the requirements set forth in 49 U.S.C. §§ 13102(4)(B) and 14101(b).

TERMS AND CONDITIONS:

1. Scope; Contract Carriage; Waiver.

a. **Scope.** This Contract shall govern all shipments, whether moving in interstate, intrastate or foreign commerce, tendered by BROKER to CARRIER for transportation and accepted by CARRIER, during the term of this Contract.

b. **Contract Carriage.** All transportation services performed by CARRIER for BROKER during the term of this Contract shall be as a contract carrier pursuant to and in accordance with the provisions of 49 USC §§ 13102(4)(B) and 14101(b), and the regulations issued thereunder, if any.

c. **Limited Waiver of Statutory Rights Under 49 USC § 14101(b).** Except to the extent that the provisions of this Contract conflict or are inconsistent with the provisions of 49 USC Subtitle IV, Part B, the parties do not waive any rights and remedies they, or either of them, may have under 49 USC Subtitle IV, Part B. Limited to the extent the provisions of this Contract conflict or are inconsistent with the provisions of 49 USC Subtitle IV, Part B, BROKER and CARRIER expressly waive any and all rights and remedies they, or either of them, may have under 49 USC Subtitle IV, Part B. This waiver is made pursuant to 49 USC § 14101(b)(1), and the parties each

understand, acknowledge and intend that the transportation provided under this Contract shall not be subject to the waived rights and remedies and may not be subsequently challenged on the grounds that it violates the waived rights and remedies. This waiver does not apply to the provisions of those laws governing registration, insurance, or safety fitness. The exclusive remedy for any alleged breach of the waived rights or remedies shall be as provided herein.

2. **Term and Termination.** The term of this Contract shall begin on the date set forth above and shall remain in effect until terminated by either party giving the other party at least thirty (30) days prior written notice.

3. Specific Obligations of BROKER.

a. **Volume.** BROKER anticipates tendering a series of shipments to CARRIER for transportation during the term of this Contract, but BROKER is not obligated to tender any minimum number of shipments to CARRIER.

b. **Payment.** BROKER agrees to pay CARRIER for the transportation of the shipments transported under this Contract the rates and charges set forth in paragraph 6 herein, within thirty (30) days after the receipt by BROKER of CARRIER's invoice in accordance with paragraph 4.1.

4. Specific Obligations of CARRIER.

a. **Service.** CARRIER shall transport those shipments tendered to CARRIER by BROKER and accepted by CARRIER by motor vehicle from and to such points between which service is required, without delay, subject to the availability of suitable equipment for the traffic offered and the specific shipment instructions, all in accordance with the terms and conditions of this Contract. CARRIER shall have sole and absolute discretion whether to accept or reject any shipment tendered to it by BROKER.

b. **Costs and Expenses.** CARRIER, at its sole cost and expense, shall furnish all equipment necessary to provide service hereunder and shall maintain all equipment in clean, odor- and contaminant-free condition, good repair and working order. CARRIER, at its sole cost and expense, shall provide all employees or other personnel necessary to provide service hereunder; and all employees or other personnel (including independent contractors) provided shall be competent and legally qualified to handle and transport the shipments transported hereunder. CARRIER, at its sole cost and expense, shall perform loading and unloading services as

required by BROKER and BROKER's customers. CARRIER shall be solely responsible for and shall pay any and all costs and expenses incurred in connection with providing service hereunder; and such costs and expenses shall include, but not be limited to, the following: All operating and maintenance costs including wages of drivers and other personnel and related employment/personnel expenses such as social security, workers compensation insurance, unemployment and other payroll taxes; costs of tires and fuel for the equipment; federal and state highway use taxes and license prorate fees for the equipment; all mileage taxes; costs of all permits; gross revenue taxes, equipment valuation taxes, road taxes and tolls, equipment use fees or taxes, and any other tax, fine or fee imposed or assessed against the equipment, cargo or service by any federal, state or provincial authority; empty mileage costs and expenses; ferry charges; accessorial services; all charges for loading and unloading; and tarping costs and expenses. In the event BROKER shall at any time pay or incur a liability for any of the above items or other costs or expenses which are the responsibility of CARRIER, BROKER has the right to deduct the same from any compensation due CARRIER from time to time. In no event shall CARRIER charge or cause to be charged to BROKER or BROKER's account any cost or expense. CARRIER shall indemnify and hold BROKER and BROKER's officers, directors, shareholders, employees and agents harmless from and against any loss, damage, claim, liability, expense (including administrative costs and attorney fees) and other cost resulting from or arising out of CARRIER's failure to strictly comply with the requirements of this paragraph 4.b. CARRIER's obligation under this paragraph to defend, hold harmless and indemnify BROKER shall survive any termination of this contract.

c. Subcontracting Prohibited. Without the prior written consent of BROKER, CARRIER shall not cause or permit any shipment accepted by CARRIER to be brokered or sub-contracted to or transported by any other motor carrier, or in substituted service by railroad or any other mode of transportation. All shipments accepted by CARRIER shall be transported by equipment registered, licensed, insured and identified by CARRIER under its own name and USDOT number; and all shipments, equipment and operations shall be insured by insurance policies obtained by CARRIER and specifically naming CARRIER as the insured.

d. Bill of Lading/Receipt. CARRIER shall issue a bill of lading, regardless whether produced by BROKER, Shipper, CARRIER, or any other preparer, in compliance with 49 C.F.R. § 373.101 (and any amendments there to), for all shipments it receives for transportation under this Contract. Failure to issue or sign a bill of lading or receipt shall not affect CARRIER's liability. The bill of lading or receipt shall be conclusive of receipt of the described property by CARRIER in good order and kind, quantity and condition, except as noted on its face by CARRIER at the time CARRIER takes possession of the shipment at the point of origin/pickup. To the extent that language contained in the bill of lading or receipt is in conflict or inconsistent with the terms and conditions of this Contract, this Contract shall prevail. CARRIER agrees that the bill of lading or receipt shall be for the sole purpose of,

and function solely as, a receipt for the goods and shall not itself constitute a Contract between CARRIER and BROKER's or between CARRIER and either the person tendering the goods to CARRIER or the person receiving the goods from CARRIER. Any provision in a bill of lading or receipt which purports to limit the CARRIER's liability for freight loss, damage and/or delay shall be and is null and void. The bill of lading or receipt shall note that the shipment was transported by CARRIER acting as a carrier and that transportation for the shipment was arranged by BROKER acting as a broker. In the event BROKER's name is inadvertently entered on the BOL as the carrier of record, CARRIER shall correct the information to show it as carrier of record and in no event will CARRIER be relieved of responsibility as carrier of record. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the receiver shall be inserted in the blank for the consignee. The bill of lading or receipt is to be signed by CARRIER upon receipt of the shipment and will show the kind, quantity and condition of the commodities received and delivered by CARRIER at the loading and unloading points, respectively. When BROKER has assembled multiple shipments into carload or truckload lots, the list of underlying shippers and consignees will be attached as an appendix to the bill of lading or receipt. It is CARRIER's obligation to insure that the bill of lading or other receipt is issued in strict compliance with the requirements set forth in this paragraph. CARRIER shall indemnify and hold BROKER and BROKER's officers, directors, shareholders, employees and agents harmless from and against any loss, damage, claim, liability, expense (including administrative costs and attorney fees) and other costs resulting from or arising out of CARRIER's failure to strictly comply with the requirements of this paragraph 4.d. CARRIER's obligation under this paragraph to defend, hold harmless and indemnify BROKER shall survive any termination of this contract.

e. Liability for Cargo Loss, Damage and Delay. CARRIER shall be liable to BROKER, BROKER's customers, the beneficial owner of the cargo, and their respective assigns, for the full actual loss, damage, or injury to the shipment (including any portion thereof), persons, business or other property, including expenses for delay, costs of recovery, cleanup or containment of the shipment, and special, incidental and consequential damages, occurring while a shipment is in the possession or under the control of CARRIER pursuant to this Contract or resulting from CARRIER's performance of, or failure to perform, the services provided for herein. All liability standards and burdens of proof hereunder are governed by the common law applicable to common carriers or by 49 U.S.C. § 14706 (the Carmack Amendment), if applicable, except that in no event shall CARRIER's liability be limited under the provisions of 49 U.S.C. § 14706(c) or in any other manner. The above standards and burdens will apply unless a higher degree of responsibility is called for by the terms and conditions herein, in which event this Contract shall prevail. If the Load Confirmation sent to CARRIER by BROKER or the bill of lading or receipt signed by CARRIER specifies pickup and/or delivery times or other special or specific services to be provided by CARRIER, CARRIER shall be

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bound to meet those pickup and/or delivery times and provide those other special or specific services. Full value of lost or damaged items shall mean any replacement cost established by trade sale or other invoice documentation, plus any additional transportation cost. Expenses of delay will include employee or equipment compensation, overtime and the like. Damages for delay shall include loss of sale and/or profit in those circumstances. If BROKER, BROKER's customer, the beneficial owner of the cargo, or their respective assigns, are required, as determined in their sole discretion, to hire an attorney-at-law to represent them in connection with any claim made against CARRIER under this subparagraph 4.e., they shall be entitled to recover from CARRIER their attorney fees incurred in connection with the claim, regardless whether an arbitration, mediation, lawsuit, or other legal proceeding is filed or held.

f. Claims for Cargo Loss, Damage and Delay. Claims against CARRIER for loss, damage, injury or delay to shipments may be filed with CARRIER by BROKER, BROKER's customers, parties to the bill of lading, or the beneficial owner of the freight. All filed claims shall be acknowledged, investigated and disposed of by CARRIER in accordance with 49 C.F.R. Part 370; provided, however, that CARRIER shall make a disposition of the claim pursuant to 49 C.F.R. § 370.9 (a) within thirty (30) days after the receipt of the claim by the CARRIER; and, further if CARRIER fails to issue a disposition of the claim within the thirty (30) day period, CARRIER shall be conclusively and strictly held to have accepted liability for the claim in the full amount thereof and shall pay the claim within thirty (30) days thereafter. In the event a claim is filed with CARRIER by BROKER, CARRIER shall (i) deal exclusively with BROKER in resolving the claim and shall not contact any other person in an effort to adjust and settle the claim unless authorized in writing by BROKER and (ii) shall fully cooperate with and provide all requested documents and information to BROKER in an effort to adjust and settle the claim as expeditiously as possible. The time limits for filing a claim for loss, damage or delay and for filing a lawsuit for recovery of a claim for loss, damage or delay shall be those set forth in 49 USC § 14706(e)(1).

g. Cargo Insurance. CARRIER shall maintain cargo insurance in an amount equal to the full value of the maximum quantity of goods transported at any one time under this Contract, but in no event in an amount less than \$100,000 per shipment to compensate BROKER, BROKER's customer, the consignor and/or consignee, and the beneficial owner of the shipment, for any and all loss, damage, or loss or damage due to delay, to the shipment which is placed in possession or control of CARRIER in connection with services provided by CARRIER hereunder. CARRIER's cargo insurance must provide "all risks" and "broad form" coverage and meet all requirements, if any, for such coverage as required by BROKER's insurance carrier. Further, CARRIER shall name BROKER as an additional insured for the sole purpose of receiving a 30-day advance written notice of cancellation or non-renewal of any cargo insurance coverage required herein. CARRIER shall not accept or continue to transport any shipment at any time the insurance required by this paragraph 4. g. is not in full force and effect. Nothing in this paragraph 4. g. shall be

construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

h. Public Liability Insurance. CARRIER shall maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with providing service hereunder, and in no event shall the amount be less than \$1,000,000 or the amount required by the FMCSA, whichever is greater. The liability insurance shall be in the forms required by 49 USC § 13906(a) and 49 C.F.R. Part 387 and shall have no exclusions or restrictions that would not be accepted by the FMCSA for a filing under the requirements of those sections. In no event shall CARRIER accept, transport, or continue to transport, a shipment unless it has a valid and effective form MCS-90 issued to it in its possession. CARRIER shall cause its insurance carrier to provide BROKER a certificate of public liability insurance prior to or at the time this Contract is signed by the parties, which certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to any modification or cancellation of the liability insurance. CARRIER shall not accept or continue to transport any shipment at any time the insurance required by this paragraph 4. h. is not in full force and effect.

i. Duration of Liability. CARRIER's liability (except for delay in pickup) shall begin at the time the CARRIER assumes possession or control of the freight from the shipper, which in no event will be later than the time the cargo is loaded upon CARRIER's equipment at the point of origin, and shall continue until the cargo is unloaded from CARRIER's equipment at the destination, is delivered to the consignee named in the bill of lading, CARRIER has obtained a signed delivery receipt from the consignee named on the bill of lading, and nothing else remains to be done by CARRIER to deliver the shipment to the consignee.

j. Hold Harmless; Indemnification. To the fullest extent allowed by the applicable law as provided in paragraph 14, CARRIER shall defend and hold BROKER harmless from, and indemnify BROKER for, any and all liability, costs (including attorney fees), damages or claims for loss or damage to, or for loss for damages resulting from delay in pickup or delivery of, any freight, cargo or shipment in CARRIER's possession or control pursuant to this Contract. To the fullest extent allowed by the applicable law as provided in paragraph 14, CARRIER further shall defend and hold BROKER harmless from, and indemnify BROKER for, any and all liability, costs (including attorney fees), damages and claims for personal injury or death or property loss or damage (including, but not limited to, freight loss and damage and claims for delay) arising out of the acts or omissions of CARRIER in providing service hereunder. CARRIER's obligation to defend, hold harmless and indemnify BROKER under this subparagraph 4.j. shall extend and obligate CARRIER to reimburse BROKER for any and all administrative expense, attorney fee, adjustment fee, insurance deductible, or other cost, fee or expense, of whatever kind, incurred by BROKER in connection with any matter for which CARRIER is liable for under this Contract. CARRIER's obligation to defend, hold harmless and indemnify BROKER shall extend to and include

BROKER's former and current shareholders, directors, officers, employees and agents. CARRIER's obligation to defend, hold harmless and indemnify BROKER shall survive any termination of this Contract.

k. Authority; Compliance with FMCSR. CARRIER warrants that it has, and will have during the entire term of this Contract, authority from all federal, state, provincial, municipal, and other governmental agencies to legally provide all services called for hereunder. CARRIER warrants that: (i) service will be provided in full compliance with the Federal Motor Carrier Safety Regulations ("FMCSR") including, but not limited to, the hours of service regulations; and (ii) that the driver(s) provided will have sufficient time available under the FMCSR hours of service regulations to provide the requested service including, but not limited to, the time necessary for loading, unloading, tarping and paperwork, without delay and in accordance with the pickup and delivery schedule specified in the Load Confirmation. CARRIER agrees to indemnify, defend and hold BROKER harmless from and against any liability, claim, cost (including attorney fees), expense, penalty or the like arising out of any violation of this paragraph 4.k.

l. Billing; Documents and Information. CARRIER shall request payment for services provided by it hereunder by delivering an invoice to BROKER for each shipment transported within ten (10) days after delivery of a shipment. CARRIER's invoice shall, at a minimum, set forth the following information: bill of lading or receipt number; load confirmation number or date; consignor's name and address; consignee's name and address; date, time and location of pickup; date, time and location of delivery; a full and complete description and reasons for any loss or damage to the freight; a full and complete description of and reasons for any delay in providing service; and CARRIER's charges to BROKER calculated in accordance with paragraph 6.a. and the other provisions of this Contract. CARRIER shall deliver to BROKER with its invoice the original signed bills of lading and/or pickup and delivery receipts as evidence of such services, except in those situations where BROKER has agreed in advance to accept faxed bills of lading and/or pickup and delivery receipts.

m. Waiver of Lien. CARRIER shall neither have nor claim any lien rights on or against any shipment transported under this Contract. In the event that CARRIER violates the terms of this paragraph, it shall (i) forfeit all rights to any and all charges for shipments transported pursuant to this Contract then due and owing by BROKER to CARRIER, including charges relating to the shipment against which the lien is claimed; and (ii) be strictly liable to BROKER, BROKER's customer, the beneficial owner of the shipment, and their respective assigns, for conversion.

n. Back Solicitation Prohibited; Confidentiality. CARRIER shall not solicit shipments from any shipper, consignee or customer of BROKER where (i) the availability of such shipments first became known to CARRIER as a result of BROKER's efforts or actions; or (ii) where the shipments of the shipper, consignee or customer of BROKER were first tendered to the CARRIER

by BROKER. If CARRIER breaches this agreement and "back-solicits" or otherwise solicits BROKER's customers and obtains shipments from such a customer, BROKER shall be entitled, for a period of 18 months from the time of such "back solicitation" or other solicitation, to twenty percent (20%) of the gross charges billed by CARRIER with respect to the shipments, regardless whether the charges were or are collected. CARRIER further agrees not to disclose any information regarding any shipment transported pursuant to this Contract to any person or entity not named in the Load Confirmation or bill of lading or receipt with respect to that shipment.

o. No Authority to Bind BROKER. CARRIER is not and at no time shall be an agent or employee of BROKER, and at no time shall CARRIER represent itself to be an agent or employee of BROKER, but rather CARRIER shall be and is obligated to advise third parties that it is not the agent or employee of BROKER.

p. Foods, Drugs and Cosmetics. CARRIER warrants that it will comply with the Food Safety and Inspection Service Safety and Security Guide for the Transportation and Distribution of Meat, Poultry, and Egg Products; the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Pub L. 107-188, 2002 HR 3448); all applicable rules and regulations of the Food and Drug Administration; and any and all other federal, state, municipal and provincial laws applicable to the transportation of foodstuffs, drugs, cosmetics and the like. In addition, all equipment used to transport foodstuffs shall meet the standards established by the shipper. It is CARRIER's obligation to obtain and know a shipper's equipment standards prior to accepting a shipment tendered by BROKER.

q. Safety Fitness Determination/Safety Rating. CARRIER shall at all times maintain a "satisfactory," "continue to operate" or comparable safety rating, or be unrated. CARRIER shall immediately give notice to BROKER and, unless expressly authorized in writing by BROKER, shall refuse to accept any shipment tendered to it by BROKER and shall immediately discontinue transporting any shipment in transit after being made aware in any manner that CARRIER has been or is going to be assigned a rating that is less than "satisfactory," less than "continue to operate" or otherwise indicates a less than fully acceptable safety rating. In these circumstances, BROKER may (i) terminate this Contract immediately without notice or (ii) authorize CARRIER in writing to complete and deliver a shipment then in-transit, and upon delivery terminate this Contract immediately without notice.

r. Operating Authority. CARRIER will notify BROKER immediately if CARRIER's FMCSA operating Authority and/or USDOT number is revoked, suspended or rendered inactive for any reason, if CARRIER is placed out of service, if CARRIER is sold, if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, amended, suspended, or revoked for any reason.

s. Compliance with C-TPAT Highway Carrier Security Criteria. To the extent required by law,

CARRIER shall comply with the C-TPAT Highway Carrier Security Criteria; and even if not required by law, CARRIER recognizes that C-TPAT Highway Carrier Security Criteria as setting forth best practices and shall take all reasonably steps to implement and follow the minimum criteria set forth therein.

t. California C.A.R.B. Compliance. To the extent that any shipments subject to the Contract are transported within the State of California CARRIER warrants that: (i) all trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Contract are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) all refrigerated equipment it operates within California under this Contract is in full compliance with the California Air Research Board (ARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ACTM) regulations; and (iii) CARRIER further shall comply with any and all other regulations issued by the California Air Resources Board (ARB) applicable to the motor carrier services and operations conducted hereunder that apply to CARRIER's operations within, from or to points in the State of California. CARRIER shall defend, indemnify and hold BROKER harmless from and against any penalty, liability, expense (including administrative costs and attorney fees) and other costs imposed on BROKER resulting from or arising out of CARRIER's failure to strictly comply with the requirements of this paragraph 4.s. CARRIER's obligation under this paragraph to defend, hold harmless and indemnify BROKER shall survive any termination of this contract.

5. Load Confirmation. BROKER shall prepare, and both BROKER and CARRIER shall execute, a Load Confirmation with respect to each shipment tendered by BROKER to CARRIER and accepted by CARRIER; however, failure of BROKER to issue or CARRIER to sign a Load Confirmation with respect to a shipment shall not affect BROKER's or CARRIER's rights and liabilities hereunder. A sample of a Load Confirmation is attached as Exhibit A, but the actual form of the Load Confirmation, and the name of the document, if any, may be modified by BROKER at any time as determined by BROKER in BROKER's sole discretion. The Load Confirmation shall be signed by persons authorized to bind BROKER and CARRIER to the terms set forth therein. BROKER and CARRIER agree that facsimile machine and electronically transmitted copies of signed Load Confirmations will be accepted and treated as originals. Any modifications to the original signed or initialed Load Confirmation for a shipment shall be indicated by changes thereon initialed by the parties either in person, electronically, via facsimile machine, or by execution of a new replacement Load Confirmation. Executed Load Confirmation(s) with respect to a shipment shall constitute an addendum to this Contract with respect to that shipment only; and the terms and conditions of this Contract shall govern all other shipments unless Load Confirmations are executed with respect to the other shipments. The originals or copies of all Load Confirmations shall be retained by CARRIER and by

BROKER together with this Contract during the term of this Contract and three (3) years thereafter.

6. Rates and Charges.

a. Rates. The rates and charges CARRIER agrees to bill BROKER and accept as its full consideration for all services provided under this Contract, and the rates and charges BROKER agrees to pay CARRIER for all services provided under this Contract, shall be those rates and charges set forth in the Load Confirmation for each shipment.

b. Responsibility. BROKER shall be solely responsible for the payment of all of CARRIER's charges, and CARRIER shall not invoice or otherwise seek to collect its charges from any person or entity other than BROKER.

c. Collection. CARRIER authorizes BROKER to invoice shipper, receiver, consignor, consignee, or "bill-to party" for freight charges as a limited special agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, consignee, and "bill-to" party of any liability to the CARRIER for non-payment of charges or undercharge claims. BROKER is not CARRIER's agent for any purpose other than as specified in this paragraph 6. c.

d. Time Limitation. Any claim for under-payment or non-payment of a rate or charge by CARRIER against BROKER must be made within thirty (30) days after BROKER's payment to CARRIER for services provided in connection with the shipment underlying the claim. Any claim for return of an overpayment by BROKER against CARRIER must be made within sixty (60) days after the date of BROKER's payment to CARRIER for services provided in connection with the shipment underlying the claim.

e. Right of Set-Off. In the event of an overcharge, over-collection, duplicate payment, claim for loss, damage, delay or injury to or in connection with a shipment, claim for personal injury or death or damage to property (including claims for loss, damage or delay), or other claim filed with CARRIER, BROKER, or any of their respective insurers in connection with service provided or agreed to be provided by CARRIER hereunder, CARRIER agrees that BROKER shall have the right to set-off an amount sufficient to cover the claim, and to deduct and withhold such amount from any payments due CARRIER. As part of the amount set-off, BROKER shall have the right to withhold any and all administrative expenses, attorney fees, adjustment fees, insurance deductible, or other cost, fee or expense, of whatever kind, incurred or reasonably anticipated to be incurred by BROKER in connection with the claim giving rise to the set-off.

7. Independent Contractor Relationship. The relationship of CARRIER to BROKER shall at all times be that of an independent contractor, except that BROKER shall be the limited special agent for the CARRIER solely for the collection of freight charges under paragraph 6.c. CARRIER shall be an independent contractor and not a servant, agent, employee, joint venturer or partner of BROKER. CARRIER shall be totally responsible for the

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following: Selection, compensation, working hours, working conditions, retention and discipline of personnel; supervision and control of the personnel of CARRIER and the means and manner in which they perform their duties; legality of length, weight and height of cargo as loaded, selection of routing, periods of rest, times for maintenance, maintenance of logs, safety precautions and all such other activities involved in performing CARRIER's duties hereunder; compliance with federal, state, provincial, municipal and other applicable motor carrier and other laws and regulations; payment of all federal, state, provincial and local personal and business income taxes, sales and use taxes, social security contributions, unemployment taxes, workers' compensation premiums or expenses, other expenses or contributions typical for employees; business and license fees, fines or penalties, and fines, penalties or interest on any of the foregoing arising out of the activities of CARRIER pursuant to this Contract; selection, repair and maintenance of all equipment; and all costs and expenses incurred in providing services hereunder. CARRIER shall have sole and absolute discretion whether to accept or reject any shipment tendered to it by BROKER for transportation.

8. Third-Party Beneficiaries. BROKER's customers, the consignors and consignees named on the bills of lading, the beneficial owner of the goods, and their assigns, are third-party beneficiaries of this Contract and may rely on it to seek recovery of claims from CARRIER or in defending any claims made against any of them.

9. Force Majeure. Neither party is liable for the failure to tender or timely transport shipments under this Contract if the delay or other omission is caused by strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities.

10. Attorney Fees. In any arbitration, mediation, lawsuit, or other legal proceeding involving this Contract, the prevailing party shall recover from the losing party amounts the court, arbitrator or mediator, as the case may be, determines reasonable as costs and attorney fees for the proceeding, action or suit, in addition to any other sums as may be allowed as provided by law.

11. Non-assignment. Neither party shall sell, convey, assign, transfer, dispose or encumber any of its rights, interests, benefits, obligations or liabilities under this Contract without obtaining prior written consent of the other party.

12. Integration. This Contract embodies the entire understanding between the parties, and it is agreed that there are no other arrangements, agreements or understandings, oral or written, which affect this contract in any way. This Contract may not be changed, waived or modified except by written agreement signed by both parties stating that it is an amendment to this Contract.

13. Severability. If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and

effect and shall in no way be affected, impaired or invalidated.

14. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, except to the extent preempted by federal transportation law, including, but not limited to, 49 USC Subtitle IV, Part B. Any action filed in relation to this Contract must be filed in the Circuit Court of the State of Oregon for Marion County or, subject to jurisdictional limitations, the United States District Court for the District of Oregon, Eugene Division, which courts shall have exclusive jurisdiction. The parties agree that any lawsuit for loss, damage and/or delay under subparagraph 4.e. shall be subject to 49 USC § 14706 (the Carmack Amendment) and that 28 USC §§ 1337 (a) and 1445 (b) apply, and that those statutes are not waived pursuant to paragraph 1.c. herein, except to the extent a conflict exists. CARRIER agrees to, and hereby does, submit to the exclusive jurisdiction of these courts

and further consents that the proper venue for any action shall be in Multnomah County, Oregon exclusively.

15. Nonwaiver. Waiver of any default or breach of this Contract or of any warranty, representation, covenant or obligation contained herein shall not be construed as a waiver of any subsequent breach.

16. Authority of Representatives to Bind Parties. The parties warrant that the persons signing this Contract respectively for CARRIER and BROKER are their authorized representatives to sign such Contract. No further proof of authorization is or shall be required.

17. Originals and Counterparts. This Contract may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original hereof. Facsimile and electronically signed copies of this Contract shall have the same force and effect as an original

18. Notices. All notices and other communications under this Contract must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail with return receipt requested, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to other parties) set forth below.

IN WITNESS WHEREOF, BROKER and CARRIER hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

BROKER:

ADC LOGISTICS, LLC

By: _____
Signature

Printed Name Title

Location Address:
ADC Logistics, LLC
3012 Industrial Way NE
Salem, OR 97301
Phone: (503) 766-3004
Fax: (503) 255-6454

CARRIER:

(Name of Carrier)

By: _____
Signature

Printed Name Title

Mailing Address:

Phone: _____

Fax: _____

Email: _____

CARRIER'S INITIALS



3012 Industrial Way NE
 Salem, Oregon 97301
 office: 503-766-3004
 www.shipadc.com

LOAD CONFIRMATION NO. _____

Carrier: _____ Email: _____

Contact: _____ Phone: _____ Fax: _____

SIGN LOAD CONFIRMATION AND EMAIL BACK TO BSYKES@SHIPADC.COM OR FAX TO (503) 255-6454

FLAT RATE:	SPECIAL SERVICES:	
PRODUCT:	VALUE OF SHIPMENT: \$ _____ (if no value stated, value is \$100,000.00 or less; <u>if value stated is greater than \$100,000.00, CARRIER is obligated to insure and is liable for value stated</u>)	
EQUIPMENT:		
PIECES:	WEIGHT:	DESCRIPTION:
MILES:	UNIT:	DRIVERS MOBILE #:

INITIAL PICKUP		FINAL DESTINATION	
Date:	Time:	Date:	Time:
From:		To:	
Phone:		Phone:	
Contact:		Contact:	
PO #:		BL #:	

<u>ADDITIONAL STOPS</u>		
Stop#	Name/Location	Stop Notes

SIGN AND EMAIL BACK TO BSYKES@SHIPADC.COM OR FAX TO (503) 255-6454

Subject to ADC Logistics, LLC's (Broker) Broker-Carrier Contract in effect on the date of this Load Confirmation, Carrier agrees: (a) to indemnify, defend and hold harmless Broker from and against any and all liability, claim, cost, expense, penalty, damage, or the like arising out of service provided and/or agreed but failed to be provided by Carrier; (b) to submit to the exclusive jurisdiction of the Oregon Circuit Court and U.S. District Court located in Marion County, Oregon for judicial resolution of disputes; (c) to the award of attorney fees and costs to the prevailing party in any lawsuit; (d) to notify Broker when the shipment has been picked up and of any problems en route; (e) to provide a signed delivery receipt to Broker; (f) to transport the shipment itself and not broker or subcontract it to any other carrier; (g) to transport the shipment on equipment registered to it; (h) to have its own liability and cargo insurance for the load, equipment and operation; (i) to be bound by all provisions in this Load Confirmation and Broker's Broker-Carrier Contract, the terms of which are incorporated by reference, regardless whether Carrier has signed either document, it being agreed by Carrier that any service provided in connection with this shipment constitutes Carrier's agreement to be bound by all provisions contained in both the Broker-Carrier Contract and the Load Confirmation.

CARRIER: _____

ADC LOGISTICS, LLC

By: _____
Signature

By: _____
Signature

Printed Name Title Date

Printed Name Title Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one 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) ▶ _____ Note. 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) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

CARRIER INFORMATION

Please provide the following information

Full Legal Name: _____

Reference #'s: USDOT# _____ MC# _____ FID# _____

Dates originally granted: _____

New Entrant Safety Audit Completed ___Y ___N Date Completed _____ (Please submit results)

Addresses

Remit to*: _____ Physical: _____

*Or Billing Email Address _____

Contract Information

Insurance Company: _____ Phone# _____

Contact: _____ Fax# _____

Safety and Compliance Information

Contact: _____ Phone# _____ Fax# _____

Email: _____

Do you have a written safety policy in place? ___Y ___N

Do you have a written controlled substance policy in place? ___Y ___N

Accounting Information

Contact: _____ Phone# _____ Fax# _____

Email: _____

Dispatch Information

Contact: _____ Phone# _____ Fax# _____

Email: _____ After Hours Cell# _____

Contact: _____ Phone# _____ Fax# _____

Email: _____ After Hours Cell# _____

3012 Industrial Way NE Salem, OR 97301 Phone# 503-766-3004

CARRIER PROFILE

Please provide the following information

Full Legal Name: _____

Carrier's Preferred Traffic Lanes*

_____ I service all states

OR Please either circle or enter codes for all areas you service (Example: 1 to 4; or serve 8, 9)

From ____ to ____ ; From ____ to ____ ; From ____ to ____ ; or general service areas or states _____

- | | | |
|------------------------------|---------------------------------------|-------------------------------------|
| 0 – ME/NH/MA/RI/CT/NJ | 5 – MT/ND/SD/MN/WI/IA | 11 – 11 Western States |
| 1 – NY/PA/DE | 6 – NE/KS/MO/IL | NW – WA, ID, MT, OR |
| 2 – WV/VA/NC/SC/MD/DC | 7 – OK/TX/AR/LA | SW – CA, NV, AZ, UT |
| 3 – TN/MS/AL/GA/FL | 8 – ID/WY/NV/UT/CO/AZ/NM | WM – West of Mississippi |
| 4 – MI/IN/OH/KY | 9 – WA/OR/CA | EM – East of Mississippi |
| M - Mexico | CL – Rocky Mts. To Miss. River | |
| | CW – Canada west of Ontario | CE – Canada east of Manitoba |

*This is used to help track and give you more business in the lanes that you would like to run.

Equipment Information

Please indicate the **NUMBERS** of items you have in each appropriate category.

Services Available

Please check all services that you have available

	Type	53'	48'		All	Most
VANS	Dry	_____	_____	Air Ride	_____	_____
	Vented	_____	_____	Cross Docking	_____	_____
	Curtain	_____	_____	Drayage	_____	_____
	Refrigerated	_____	_____	Hazmat Certified	_____	_____
	Insulated	_____	_____	Heavy Haul	_____	_____
	High Cube	_____	_____	Lift Gate	_____	_____
				Local Delivery	_____	_____
FLATS	Standard	_____	_____	Over Dimensional	_____	_____
	Step Deck	_____	_____	Pallet Exchange	_____	_____
	Drop Deck	_____	_____	Power Only	_____	_____
	Double Drop	_____	_____	Reefer Breakdown	_____	_____
	Maxi	_____	_____	Satellite Com	_____	_____
	RGN	_____	_____	Team Drivers	_____	_____
	Hot Shot	_____	_____	Trailer Spotting	_____	_____
				Warehouseing	_____	_____
			_____	_____	_____	
			_____	_____	_____	

OTHER TRAILERS

OVERALL TOTALS	
Tractors/Trucks _____	Trailers _____

Sent by: _____



3012 Industrial Way NE
Salem, Oregon 97301
office: 503-766-3004
www.shipadc.com

SCHEDULED AUTO VIN FORM

Carrier Name: _____

MC #: _____ Fleet Load #: _____

If you automobile liability insurance is "Scheduled Auto Coverage", please send us the vehicle information for the above referenced load.

Tractor VIN (minimum last 6 digits): _____

License Plate #: _____ Year: _____ Make: _____

Is this a company vehicle covered by your scheduled auto list? ____Y ____N

Or does this fall under "Non Owned" classification (i.e. subcontracted) ____Y ____N

If YES, how is the equipment insured: _____

Carrier will *only* use the above listed truck for *all* loads carried for ADC Logistics LLC until carrier notifies ADC Logistics LLC otherwise. ____Y ____N

If YES, please indicate preferred Truck Designation* (i.e. Bob's Truck or Unit 345). Your Company Truck Designation will appear on all load dispatch confirmations for your verification and authorization.

* _____

Please provide us with your insurance company's information:

Company: _____ Agent: _____

Phone: _____ Fax: _____

I hereby certify that all the information provided on this form is true and correct.

Signature: _____ Printed Name: _____

Title: _____ Date: _____



3012 Industrial Way NE
Salem, Oregon 97301
office: 503-766-3004
www.shipadc.com

BILLING REQUIREMENTS

Here at ADC Logistics we like to keep good rapport with our carriers, which means fast payment. Please review our billing requirements below in order for us to efficiently process your paperwork and get your payment out in a timely manner.

Billing paperwork standards:

- One invoice per ADC Logistics load number
- Clear, legible copy of proof of delivery with ADC load number and invoice
- One document per page (please do not shrink documents)
- You may send physical documents to our remit to address below or expedite the process by faxing the documents to 503-262-8694 or emailing to accounting@shipadc.com.
- If you are using a factoring agency, please include a letter from your factoring company when you set up. If you choose to change factoring companies we will need a release from the pre-existing company as well as a letter from the new company. Please also indicate factoring on all invoices.

We appreciate your attention to these requests. Please feel free to contact us with any questions you may have.

Remit to: 6331 NE 112th Ave
Portland, OR, 97220



3012 Industrial Way NE
Salem, Oregon 97301
office: 503-766-3004
www.shipadc.com

Credit Information

ADC Logistics is a single member LLC under our parent company, Airport Drayage Co., Inc. The following references may be utilized.

Business Information: Airport Drayage Co., Inc.
6331 NE 112th Ave.
Portland, OR 97220
Ph: 503-253-3859
Fax: 503-255-6454
Email: msykes@airportdrayage.com

Federal ID #:
Airport Drayage 93-0546465
ADC Logistics 46-5128480

Description of Business: Freight pickup and delivery service
Customs #CHL73
SCAC# ATJD

Years in Business: 57 years – established September of 1959

Bank Reference: Columbia Bank
Acct# 0630001238
Business Branch Office
5083 NE 122nd Ave
Portland, OR 97230
503-257-6511

Trade References:

- 1) APP Fueling Success PO Box 1397 Ph: 800-929-5243
Tacoma WA 98401 Fax: 253-627-3637
- 2) Titan Freight Systems 6201 SE Lake Rd Ph: 503-652-0010
Portland, OR 97222 Fax: 503-652-0053
- 3) PetroCard Systems PO Box 34243 Ph: 800-950-3835
Seattle WA 98124 Fax: 253-854-7936