

# NEBRASKA CARRIER PACKAGE

THANK YOU FOR YOUR INTEREST IN UNITED DISPATCH, INCORPORATED.

IN ORDER TO BECOME A CONTRACT CARRIER FOR US THE FOLLOWING DOCUMENTS MUST BE FAXED BACK TO OUR OFFICE AT:

# 402-330-5617

- OPERATING AUTHORITY AND SAFETY RATING
- INSURANCE CERTIFICATE (MOTOR CARGO, AUTO/GENERAL LIABILITY, WORKERS COMP)
- SIGNED BROKER-CARRIER AGREEMENT
- W-9 FORM (IF SOLE PROPRIETOR, PLEASE INCLUDE OWNERS NAME)
- COMPLETED CARRIER PROFILE



# CARRIER PROFILE

	Carrier Name							
	Owner Name							
CONTACT	Dispatch Contact							
INFORMATION	Phone #	·	Toll Free #	Fax #				
	After Ho	urs Emergency #	Cell Phone #					
	Email A	ddress		Website				
	MC#	DOT						
	Mailing							
		Address						
ADDRESS	<b>-</b>	City	State Physical	Zip				
INFORMATION	Same as	Address	•					
	Mailing		State	7in				
		City	Remit	Zip				
	Same as	Address						
	Mailing	City	State	Zip				
		EQUIPMENT AND SE	ERVICES (Check all that	apply)				
Flatbed		C/Dran	DD; RGN	Hotshots Bia Shots				
Van		S/Drop Reefers	Bobtail	Hotshots Big Shots  Roller Beds Heavy Haul				
Car Carrier		Logistics Van	Power Only	Trongi bous Trouvy ridui				
Team Drivers		Airride Trailers	Customs Bond	Hazmat LTL				
		SERVICE ARE	AS (Check all that apply	7)				
Northwest ID-MT-OR-WA-WY IA-MN-ND-NE-SD IL-IN-MI-OH-WI DE-MD-NJ-NY-PA-VA-WV								
Southwest AZ-CA-CO-NM-NV-UT		Southcentral AR-KS-LA-MO-OK-TX	Southeast AL-FL-GA-KY-MS-No	New England C-SC-TN CT-MA-ME-NH-RI-VT				
Eastern Ca		Western Canada AB-BC-MD-SK	Mexico Mexico					
For United Dispatch	For United Dispatch Use Only:							

Assigned Carrier # \_\_\_\_\_

Agent # Web



### TRANSPORTATION BROKERAGE AGREEMENT

THIS AGREEMENT entered into thisday	of, 20_	, between UNITED DISPATCH, INC., a
Nebraska corporation, hereinafter referred to as "E	Broker," and	, a
corporation,	hereinafter referred to as	s "Carrier."

#### RECITALS

- **A.** Broker is duly authorized to engage in the arrangement of transportation as a broker, and desires to engage Carrier from time to time to transport certain commodities. For purposes of this Agreement, each engagement is referred to herein as a "Shipment."
- **B.** Carrier is duly authorized to engage in Shipments as a contract carrier of commodities, and desires to haul Shipments as requested by Broker.
- **C.** The parties desire to enter into this Agreement, which Agreement shall govern any contract between the parties with respect to a Shipment.

#### AGREEMENT

- 1. Transportation of Commodities. Broker agrees to engage Carrier from time to time for the purpose of hauling commodities as a contract carrier. Carrier agrees to haul such commodities as requested by Broker. The terms of this Agreement shall control any Shipment tendered to and accepted by Carrier. Broker agrees to offer for shipment and Carrier agrees to transport in its own equipment a series of Shipments on a continuing basis consisting of at lease three (3) Shipments during the life of this Agreement. As liquidated damages, Broker will pay to Carrier Twenty Five Dollars (\$25.00) for each shipment for which it fails to meet the required minimum.
- **2. Term.** This Agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this Agreement at any time upon fifteen (15) days notice to the other.
- 3. Obligations of Carrier. Carrier agrees, with respect to each such Shipment:
  - **a.** That Carrier now has, and shall at all times have, all necessary permits and licenses to transport the Shipment as required.
  - b. That Carrier will provide liability insurance in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for damage to freight in any single loss, workers compensation and employer's liability of not less than Five Hundred Thousand Dollars (\$500,000.00), or all insurance required by all applicable laws, rules, or regulations, whichever is greater. Carrier will furnish Broker with certificates of all such insurance. All such insurance shall name Broker as an additional insured.
  - **c.** That Carrier will furnish all equipment required for the performance of its services and will maintain all such equipment in good repair and condition.
  - **d.** That Carrier will employ and be solely responsible for all personnel employed with respect to any Shipment and will be solely responsible for each such employee's licensing and competence.
  - **e.** That Carrier will not cause or permit any Shipment to be transported by any other motor carrier or any other substitute mode of transportation.
  - **f.** That Carrier will be responsible to comply with all applicable state and federal regulations, including those of the Federal Highway Administration (FHWA) and Department of Transportation ("DOT").
  - g. Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight rendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provision of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be

- changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.
- h. Carrier agrees to indemnify and save harmless Broker from any and all claims of any nature whatsoever arising out of Carrier's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of carrier, its employees or agents, which may occur during the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims.
- i. That Carrier shall not claim, and hereby waives any right to claim, any lien in any Shipment.
- j. The parties hereto intend and agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C. 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of Broker or by providing services designed to meet the distinct needs of Broker and / or its customers.
- **4. Rates, charges, and Payment.** Broker agrees to pay Carrier for transportation under this Agreement in accordance with the Schedule of Rates and Charges attached hereto as Exhibit "A," or later amendments thereto. Broker agrees to pay Carrier within thirty (30) days of receipt of Carrier's freight bill with attached original Bill of Lading as proof of delivery. Even though Carrier may hold authority from the FHWA to operate as a common carrier under 49 U.S.C. 10102, no Shipment will be hauled on behalf of Broker as a common carrier and Carrier's rates and tariffs filed with the FHWA shall not under any circumstances by applicable to any Shipment transported on behalf of Broker.

# 5. Representations.

- a. Broker hereby represents that it is duly authorized to operate as a broker under FHWA License No. MC170525, and that Broker shall be duly licensed at any time it requests Carrier to transport a Shipment under the terms of this Agreement.
- **b.** Carrier represents that it is duly authorized to engage as a contract carrier under FHWA Permit No. MC\_\_\_\_\_\_, and that it shall be duly licensed at the time of each Shipment.

#### 6. Miscellaneous.

- **a.** In the event of any conflict between this Agreement and any other document, the terms and conditions of this Agreement shall control.
- **b.** In the event any clause or provision in this Agreement is declared to be unenforceable, the remainder of this Agreement shall remain in full force and effect as between the parties.
- **c.** This Agreement shall be executed by the Broker in the State of Nebraska and shall be construed under the internal laws of the State of Nebraska.
- **d.** This Agreement may be executed in counterparts, and a signed facsimile of this Agreement shall be considered an original for all purposes.
- **e.** For all purposes of this Agreement, Carrier is an independent contractor, and has no authority to act for Broker as an agent for any purposes.

	,	UNITED DISPATCH, INC.,
a	corporation, Carrier	a Nebraska corporation, Broker
Ву		Ву
Its		Its

# (Rev. October 2007) Department of the Treasury Internal Revenue Service

# Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

2	Name (as shown on your moone tax return)				
n page	Business name, if different from above				
Print or type Specific Instructions on	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnersh ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation☐ Other (see instructions) ►	The second secon		Exempt payee	
Print ic Inst	Address (number, street, and apt. or suite no.)	Requester	Requester's name and address (optional) UNITED DISPATCH, INC.		
Specif	City, state, and ZIP code	IAHA, N	P O BOX 45917 AHA, NE 63145-0917		
See	List account number(s) here (optional)				
Pai	rt I Taxpayer Identification Number (TIN)				
	rangayor racidination runner (iii)				
back	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 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 <i>How to get a TIN</i> on page 3.		Social security number		
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.				Employer identification number	
Pai	rt II Certification				
Jnde	er penalties of perjury, I certify that:				
. Т	The number shown on this form is my correct taxpayer identification number (or I am	waiting for a num	nber to be i	ssued to me), and	
F	am not subject to backup withholding because: (a) I am exempt from backup withhol Revenue Service (IRS) that I am subject to backup withholding as a result of a failure notified me that I am no longer subject to backup withholding, and				
3. 1	am a U.S. citizen or other U.S. person (defined below).				
withl For r	ification instructions. You must cross out item 2 above if you have been notified by holding because you have failed to report all interest and dividends on your tax return mortgage interest paid, acquisition or abandonment of secured property, cancellation agement (IRA), and generally, payments other than interest and dividends, you are no	n. For real estate of debt, contribu	transaction tions to an	s, item 2 does not apply. individual retirement	

# U.S. person ▶ General Instructions

Signature of

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

provide your correct TIN. See the instructions on page 4.

#### Purpose of Form

Sign

Here

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

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

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- · An estate (other than a foreign estate), or

Date >

· A domestic trust (as defined in Regulations section 301.7701-7).

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

The person who gives 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 is in the following cases:

The U.S. owner of a disregarded entity and not the entity,



# Send Bills To: UNITED DISPATCH, Inc. P.O. Box 45917 • Omaha, Nebraska 68145-0917

# PLEASE FAX

A COPY OF YOUR <a href="CARGO COVERAGE">CARGO COVERAGE</a>, <u>AUTHORITY</u> AND <u>FEDERAL ID NUMBER</u>.

# FAX 402-330-5617

## UNITED DISPATCH, Inc.

6827 So. 167th St. Phone: 402-330-3033

Omaha, NE 68135 Fax: 402-330-5617 MC # 170525

800-228-9272

# UNITED DISPATCH OF IOWA, Inc.

5042 4<sup>th</sup> Street S.W. Phone: 319-364-7519

Cedar Rapids, IA 52404 Fax: 319-364-6957 MC # 210696

800-428-9272

# Bank References:

Gold Book StatusOmaha State BankDun & BradstreetIncludes only the12100 West Center RoadRating 1A1top 8% of BrokersOmaha, Nebraska 68124Duns # 17-550-7243in the country.402-333-9100800-234-3867

# References:

NussbaumDino's Trucking Inc.Taylor Truck LineNormal, ILSt. Louis, MONorthfield, MN309-452-4426800-771-7805800-962-5994

Halvor Lines, Inc. Mather Trucking, Inc. Tony Hart Trucking Inc.
Duluth, MN Council Bluffs, IA Lynn, IN
800 346 1472 712-366-3100 765-874-1517