

BIERI BROKERAGE CO, INC.

P.O. Box 132 Letts, IA 52754

(319) 726-3803 (800) 546-2133 (319) 774-3904

BROKER-CARRIER AGREEMENT

THIS AGREEMENT is made and entered into this _____, 20____,

by and between Bieri Brokerage Co, Inc. ("BROKER"), licensed Federal Motor Carrier Safety Administration ("FMCSA"), having authority under MC # 333769-B, and _____
("CARRIER") licensed by the FMCSA, having motor carrier authority under MC#_____.

1. **TERM.** The terms of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice. Should any shipment be in transit at the time of the cancellation, said shipment shall be governed by the terms and conditions of this Agreement.
2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally licensed by the FMCSA, transports freight for hire in interstate commerce, and desires to contract with Broker to provide the transportation services between points in the United States and/or Canada. CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services. CARRIER confirms that its Safety Rating as provided by the Department of Transportation is **NOT** Unsatisfactory or Conditional or a substantially equivalent rating under the Carrier Safety Measurement System implemented under the Compliance Safety Accountability ("CSA") program. If the CARRIER's Safety Rating is changed to Unsatisfactory or Conditional or a substantially equivalent rating under CSA, Carrier then accepts responsibility to immediately notify Broker. Broker will not use any carrier with an "Unsatisfactory" safety rating or substantially equivalent rating under CSA.
3. **SPECIFIED SERVICES.** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein on a non-exclusive basis.
4. **RECEIPTS AND BILLS OF LADING.** CARRIER agrees to accept lawful shipments arranged for by BROKER, and to transport such shipments at the rates, charges, rules, and instructions specified in a corresponding rate confirmation document. Any changes, whether written or oral, to the rate confirmation will not be effective until approved in writing by the both the CARRIER and the BROKER. Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER, or, alternatively, by BROKER's customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve CARRIER of its obligations and responsibilities with respect to any shipment made hereunder. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest, or other form of receipt or Agreement shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading, manifest or other receipt.
5. **CARRIER'S OPERATIONS AND EMPLOYEES.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform services here under as an independent Contractor.
6. **INDEMNITY.** CARRIER shall indemnify, defend, and hold harmless BROKER and its customers, shippers, consignees, and owners of the goods, their officers, agents, and employees from and against any and all loss, damage, expense (including reasonable attorneys' fees and other costs of defense), actions and claims for injury to persons (including injury resulting in death) and damage to property arising out of or in connection with CARRIER's loading, handling, securement, transportation, or unloading of the cargo transported under this agreement, except for loss, damage expense, actions and claims resulting from the sole negligence of BROKER, its customers, shippers, consignees, or owners of the goods. Under no circumstances shall either party be liable for any special, incidental, punitive, exemplary, or consequential damages (including, but not limited to, loss of business, lost revenue, lost profits, or other commercial loss) arising from loss, damage, and/or delay to cargo or otherwise.

7. **INSURANCE.** CARRIER shall procure and maintain, at the expense of the CARRIER, liability insurance from a reputable insurance company, properly insuring CARRIER against liability and claims for injury with minimum amounts of \$1,000,000 per claimant; for damage to property in the amount of \$1,000,000 per occurrence; and, for loss or damage to cargo in the amount of \$100,000 with respect to each shipment. CARRIER shall maintain Workers Compensation insurance with limits in accordance to law (where applicable). CARRIER shall furnish to BROKER certificates from its insurance company showing this insurance is in force and is being maintained. Such certificates shall name BROKER as certificate holder with respect to liability and cargo. Failure by CARRIER to provide an insurance certificate naming BROKER as certificate holder, shall cause payment to CARRIER and/or factoring company to be withheld until such time as the required certificate has been received by BROKER. BROKER shall be notified within 30 days of any cancellation of above policies.

8. **LIMITATIONS OF LIABILITY.** Except as limited herein, all liability standards and burdens of proof are herein governed by the common law applicable to common carriers by 49 U.S.C.14706 (Carmack Amendment). All claims for loss or damage to commodities will be filed and resolved in accordance with 49 C.F.R., Part 370, as may be revised from time to time. If the loss, damage, or delay occurred during possession of goods by CARRIER, BROKER will subrogate the claim to CARRIER. If a valid cargo claim is not paid within 60 days of receipt by CARRIER, BROKER will have the right to deduct the claim amount from the compensation due CARRIER. CARRIER shall be liable for the full actual loss incurred in transit. No limitations of liability will apply. No terms, conditions, or provisions of any bill of lading or other shipping form, CARRIER's tariff or rule will apply. To the extent that this Agreement contradicts the terms of any bill of lading or other Agreement between CARRIER and BROKER for the transportation of shipments contemplated herein, this Agreement shall prevail.

9. **FREIGHT LOSS, DAMAGE OR DELAY.** BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER's delay in providing service, within twelve (12) months of the delivery date of the specified shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. CARRIER shall be liable to BROKER for cargo claims occurring while under the control of CARRIER, relating to or arising out of CARRIER's negligent performance of or failure to properly perform the transportation services provided for in this Agreement and corresponding rate confirmation. Neither BROKER nor CARRIER shall be liable to the other for any loss, damage, delay or failure to perform services caused by acts of God, public enemy, inherent nature of the cargo, wars, or strikes. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded and sealed, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER and regardless of whether CARRIER and/or BROKER's name appears therein as "CARRIER". Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of the Agreement. Failure to issue a bill of lading to identify the CARRIER as Carrier, shall not affect the liability of CARRIER.

10. **WAIVER OF CARRIER'S LEIN.** CARRIER, for itself and on behalf of all its agents and subcontractors, shall not have a lien on the shipment for any sums due and payable to CARRIER. CARRIER shall not withhold delivery of any freight due to any dispute with BROKER, shipper, consignee, or other party.

11. **PAYMENTS.** BROKER is authorized to collect payment from its customers for transportation services provided by CARRIER under this Agreement. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's charges, accordingly CARRIER will not look to the customers, shippers, or consignees of BROKER under any circumstances for payment of freight charges, and shall bill all freight charges to BROKER. Any violation of this condition shall result in liquidated damages in the amount of 50% of the freight charges on the shipment incorrectly billed. BROKER will pay CARRIER the rates and charges agreed to in the respective rate confirmation within twenty-five (25) days of receipt by BROKER of CARRIER's freight bill, **legible** bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided. The parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon rate as evidenced by the corresponding rate confirmation. Failure by CARRIER to submit all documentation to satisfy payment requirement within 180 days, hereby forfeits rights to collect said payments. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement.

12. **CARRIER WILL NOT SOLICIT BROKER'S CUSTOMERS.** CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. In the event CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for thirty-six (36) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of thirty-six (36) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from traffic transported for such customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. In the event the BROKER's customer(s) back solicits the CARRIER, CARRIER shall refuse such back solicitation, and inform BROKER. In the event CARRIER performs such customer-initiated back solicited shipments, CARRIER shall be liable in the same manner as if CARRIER initiated the backsolicitation shipments as set forth above.

13. **CONFIDENTIALITY.** Information regarding the customers of the BROKER is considered to be confidential business information of the BROKER. CARRIER agrees as a consideration of this Agreement, to treat all matters relating to the business of BROKER or its affiliates or customers as confidential business information and such information will not be divulged in any way to any person except as necessary for CARRIER to carry out its obligations under this Agreement. CARRIER specifically waives any rights it may have under 49 C.F.R. §371.3.

14. **DOUBLE BROKERING.** CARRIER specifically agrees that all freight tendered to CARRIER by BROKER shall be transported on equipment either directly owned or under long term lease to CARRIER operating only under the authority of CARRIER, and that CARRIER shall not in any manner sub-Agreement, broker, co-broker, interline or in any other form arrange for the shipment to be transported by a third party. If CARRIER violates this paragraph, CARRIER agrees to pay all charges relating to the movement of the shipment, and to indemnify, defend, and hold harmless BROKER's customer and all parties from all freight charges claimed to be owed directly to the underlying carrier. If CARRIER subcontracts services, CARRIER will remain responsible and liable as if CARRIER performed the services itself as a motor carrier.

15. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements otherwise maintained by CARRIER. This Agreement shall be binding upon and endure to the benefit of the parties hereto.

16. **SEVERABILITY.** This Agreement is divisible, and should any provision be held to be in violation of any law or regulation or is unenforceable for any reason, such illegality shall not affect the remaining portions of this Agreement.

17. **WAIVER.** This Agreement is entered into pursuant to 49 U.S.C., 14101(b). The CARRIER and the BROKER agree to waive the rights and remedies of such section as permitted therein in favor of the mutually agreed up rights and remedies set forth in this Agreement.

18. **Dispute Resolution.** This Agreement shall be construed and enforced in accordance with the procedural and substantive laws of the State of Iowa, without regard to its conflicts of law provisions. Any dispute arising from, relating to, and/or concerning this Agreement shall be heard in the state or federal courts having jurisdiction over Louisa County, Iowa. The parties hereby consent to personal jurisdiction in such courts, and irrevocably waive any right to challenge venue and/or jurisdiction therein, and further waive any argument arising from the doctrine of forum non conveniens.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first written above.

"BROKER"

BIERI BROKERAGE CO., INC.

Monica J. Bieri, President

Phone: 319 726 3803

Signature

Date

"CARRIER"

COMPANY: _____

NAME: _____

Phone #: _____

Signature

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

Bieri Brokerage Company, Inc.

170 N. Cherry Street, PO Box 132, Letts, IA 52754-0132

COMPANY NAME: _____

PAYMENT OPTIONS:

STANDARD - 25 DAYS FROM RECEIPT OF PAPER WORK

CHOOSE ONE:

- ☐ ACH
- ☐ CHECK MAILED VIA USPS

_____ **OR** _____

QUICK PAY (3% FEE) - PAYMENT ISSUED 24-48 HOURS FROM RECEIPT OF PAPER WORK

CHOOSE ONE:

- ☐ ACH
- ☐ PLUS CHECK
- ☐ CHECK MAILED VIA USPS

* ELECTRONIC (ACH) PAYMENT INFORMATION:

CHOOSE ONE:

- ☐ CHECKING
- ☐ SAVINGS

Bank Name: _____

Routing Number: _____

Account Number: _____

E-Mail Address for Remittance: _____

* PAYMENT WILL BE PROCESSED AFTER CARRIER PROVIDES AN INVOICE, CERTIFICATE OF INSURANCE NAMING BROKER AS CERTIFICATE HOLDER, AND A CLEAR, SIGNED (BY BOTH DRIVER AND RECEIVER) COPY OF THE PROOF OF DELIVERY TO:

Email: Sbieri@biericorps.com

Fax: (319) 774-3904

** ELECTRONIC (ACH) PAYMENTS CAN ONLY BE MADE TO US BANK ACCOUNTS

*** BIERI BROKERAGE IS RESPONSIBLE FOR MAKING ALL ENTRIES WITHIN THE ACH AGREEMENT AND HAS THE RIGHT TO MAKE ADJUSTMENTS IF DEBITS OR CREDITS PREVIOUSLY TRANSACTED ARE FOUND TO BE DUPLICATE, IN EXCESS OF REQUIREMENTS, FRAUDULENT, OR IN ERROR.