

# Carrier Registration Packet



Dear Carrier:

Thank you for your interest in American Freightways. Your agent provided you with this packet to be completed to aid us in the setup process. To become part of our team, we require the following documentation:

- ✓ A completed copy of the enclosed contract (**Initial all pages and sign page 4**)
- ✓ A completed copy of your carrier profile
- ✓ A completed copy of your W-9 form.
- ✓ A copy of Authority to Engage in Transportation (w/USDOT#)
- ✓ A copy of your liability and cargo insurance.

We request that changes not be made to our contract. Any desired modifications should be set up as an addendum on a separate sheet of paper and are subject to our review.

Before any load will be dispatched, we will need your insurance agent to provide an Cargo and Liability Insurance Acord with American Freightways as the certificate holder showing:

**American Freightways  
10845 Rancho Bernardo Road, Suite #100  
San Diego, CA 92127**

**Carrier:** You must request the Insurance Accord from your insure agent and have the agent send it ASAP to either:

Email: [carpkt@afwy.net](mailto:carpkt@afwy.net) or FAX: [\(858\) 217-3313](tel:(858)217-3313)

American Freightways brokerage authority, references and Surety Bond information is available to you at: [www.afwy.net](http://www.afwy.net)

If you should have any questions or comments, about this packet - please call 858-217-3330

Sincerely Yours,

American Freightways Team



### **MACROPOINT TRACKING REQUIREMENTS:**

All carriers providing FTL services to American Freightways (AF) will be required to use MacroPoint electronic tracking services. This requirement is being implemented at AF as our customers have a major initiative to have all of their freight electronically tracked. Thus, we have implemented MacroPoint to meet our customer's needs.

MacroPoint works on your driver's existing cell phone and provides automated location updates to both your operations team and ours. The major benefits to MacroPoint are as follows:

- **Efficient** – MacroPoint will eliminate the time & cost your company and ours incur by calling drivers and reporting location information.
- **Compliant** – This process meets our client's current tracking requirements.
- **No Cost** – AF is paying for this service. You and your driver will not be billed for MacroPoint.
- **Simple** – MacroPoint is very easy to setup.

Facts on MacroPoint for you and your driver:

- MacroPoint **will not** use any of the driver's data and will not affect the battery of their cell phone in anyway.
- MacroPoint **does not** expose your driver's cell phone number to anyone.
- MacroPoint is only providing updates while they are on a load for us.
- Tracking is turned off after the load has been received.
- Driver can remove MacroPoint after the load has been completed.

Your operations team / driver will be provided simple instructions on how to setup MacroPoint with your driver's cell phone at the time the load is tendered to your company. Non-compliance to this process will result in the load being pulled from your company.

# Carrier Profile



Please enter the following:

**Agent Name:** Your American Freightways Agent: \_\_\_\_\_

**Carrier Information:**

Carrier Name: \_\_\_\_\_ USDOT#: \_\_\_\_\_

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

City / State / ZIP: \_\_\_\_\_

**Dispatch:**

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

**Accounting:**

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

**Invoice Assignment:** Our Company uses a factoring company: Yes\_\_\_ No\_\_\_

Co. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

**If you answer yes above but you do not provide contact information, payments will likely be delayed.**

**Payment Terms:** Select one of the three payment options below:

Regular\*: Payment in 30 days after receipt of POD and invoice.

7 day Quick-pay: Payment less 3% in 7 days after receipt of POD and invoice.

1 day Quick-pay: Payment less (5% + \$20) in 1 day after receipt of POD and invoice.

Quick pay options will be activated after two loads are successfully delivered.

\*If no selection is made in this section, you will be setup with regular payment terms.

Completed by: Name: \_\_\_\_\_ Title: \_\_\_\_\_

# Carrier References



## Attention New Carriers

... With authority issued less than one year ago.

If you have been in business for less than one year, please provide us with three customer references to allow us to verify your reliability as a carrier.

If you do not provide us with a name, a company name and a phone number, we will not be able to pursue the reference and will consider you as non-responsive.

References for use to verify the carrier's reliability:

Contact 1:

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

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

Contact Phone Number: \_\_\_\_\_

Date of Last Load: \_\_\_\_\_

Carrier's Reference

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

American Freightways' Result

Contact 2:

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

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

Contact Phone Number: \_\_\_\_\_

Date of Last Load: \_\_\_\_\_

Carrier's Reference

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

American Freightways' Result

Contact 3:

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

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

Contact Phone Number: \_\_\_\_\_

Date of Last Load: \_\_\_\_\_

Carrier's Reference

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

American Freightways' Result

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## 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.

<b>Social security number</b>																													
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## 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 for Part II, later.

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

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

**Future developments.** 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](http://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.*

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*, later, 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 person 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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.





**BROKER/CARRIER TRANSPORTATION AGREEMENT**

Carrier ID No. \_\_\_\_\_  
Carrier Name: \_\_\_\_\_  
Agreement Date: \_\_\_\_\_

Carrier MC No.: \_\_\_\_\_  
Carrier DOT No. \_\_\_\_\_

THIS AGREEMENT is made and entered by and between \_\_\_\_\_ (“Carrier”) and American Freightways (“Broker”) on the date set forth above.

WHEREAS, Broker is a property broker, arranging the transportation of general commodities by authorized carriers in interstate commerce for its shipper customers; and is duly qualified to operate as such, licensed by the Federal Motor Carrier Safety Administration, as evidenced by license number MC-456030.

WHEREAS, Carrier is a motor carrier of property in intrastate and/or interstate commerce, providing transportation of general commodities; and is duly qualified to operate as such, licensed by the Federal Motor Carrier Safety Administration and/or the applicable state agency, as evidenced by license number(s) \_\_\_\_\_.

WHEREAS, Broker desires to engage the services of Carrier for transportation of the general commodities of Broker’s shipper customers and Carrier desires to perform such transportation services at Broker’s request.

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

- 1. **RATES AND CHARGES:** As full and complete compensation for the services to be provided hereunder, Broker shall pay Carrier at the rates and charges negotiated by Broker and Carrier on a per-shipment basis. All rates so negotiated shall be confirmed in writing; and each such rate confirmation will be considered an addendum to this Agreement.
- 2. **PAYMENT OF RATES AND CHARGES:** Carrier shall tender invoices to Broker for the services provided under this Agreement and Broker shall make payment on such invoices within 30 days after receipt thereof.

Carrier shall seek payment for the services performed hereunder solely and exclusively from Broker; and shall not, under any circumstances, present an invoice, bill, demand or other claim for payment to Broker’s customers or any consignor or consignee of a shipment handled under this Agreement.

Carrier waives any and all lien rights that it may otherwise have pursuant to any state or federal law for non- or late payment of the charges assessed for the services provided pursuant this Agreement.

- 3. **INDEPENDENT CONTRACTOR:** In the performance of the transportation services provided hereunder, Carrier shall at all times be considered an independent contractor in relation to Broker and not an agent or employee of Broker or its customers. Specifically, Carrier shall operate its own independent motor carrier business, exercising exclusive control, supervision and direction over the

manner in which its services are provided, the persons engaged in providing the services and the equipment used in providing such services.

**4. CARRIER'S LICENSES, SAFETY RATING AND OTHER OPERATING REQUIREMENTS:** At all times during the term of this Agreement, Carrier shall maintain such licenses and permits as are required by state and/or federal authorities with respect to transportation services performed by a motor carrier; and maintain such insurance coverage as is required hereunder (pursuant to section 9 below).

It shall be the sole responsibility of Carrier, at its expense, to (a) provide motor vehicles and equipment, for use in the performance of its services, which are in good and efficient condition, both as to operation and appearance; (b) furnish all fuel, oil, tires, supplies, parts and any other equipment required for the safe, timely and efficient operation and maintenance of such vehicles and equipment; (c) employ or utilize in the operation of such vehicles and equipment fully qualified personnel or contractors; (d) pay, all applicable payroll taxes and costs for unemployment insurance, pensions, workers' compensation, Social Security and related employment costs with respect to the persons engaged in the performance of such transportation service; and (e) comply with applicable rules and regulations, including, without limitation, those of the United States Department of Transportation, the Federal Motor Carrier Safety Administration and/or any applicable state agency.

At all times during the term of this Agreement, Carrier shall maintain a rating *other than* "Unsatisfactory" or "Unfit" under the Compliance, Safety, Accountability (CSA) Motor Carrier Safety Measurement System (or other rating equivalent to the "Unsatisfactory" or "Unfit" ratings, as such System may change); and shall provide Broker with written notification within five days of receipt of any "Unsatisfactory" or "Unfit" (or similar) safety rating. Upon Carrier's receipt of an "Unsatisfactory" or "Unfit" (or similar) safety rating, Broker may immediately terminate this Agreement.

**5. CARRIER'S SERVICES NON-DELEGABLE:** Carrier shall perform all services to be provided hereunder and, unless Carrier receives Broker's express written consent, shall not delegate, broker, assign, interline, interchange, transfer, subcontract or make any other arrangement whereby a shipment under this Agreement is transported in whole or in part by any carrier not named in this Agreement. In the event Carrier delegates, brokers, assigns, interlines, interchanges, transfers or subcontracts any shipment referred by Broker under this Agreement without the express written consent of Broker, Carrier (a) shall nevertheless remain responsible to Broker under the terms of this Agreement as if Carrier had performed the services itself for any loss, damage or unreasonable delay or for any indemnity or other obligation of Carrier included herein; (b) will pay all transportation charges for any service(s) of the other carrier(s); and (c) will indemnify and defend Broker from and against any act or omission of such carrier(s) or any claims or causes of action of any kind made by any such carrier(s) or any other party in connection with its provision of services. In no event shall Broker be liable for the payment of any rates or charges related to such services unless expressly included in the written per-shipment confirmation issued and accepted for the particular shipment.

**6. BILLS OF LADING:** The terms, conditions and provisions of such bills of lading used for the transportation of any shipments handled by Carrier at Broker's request shall be subject and subordinate to the terms, conditions and provisions of this Agreement. To the extent that any of the terms, conditions and/or provisions of any such bill of lading conflict with any terms, conditions or provisions of this Agreement, the terms, conditions and provisions of this Agreement shall govern.

Each bill of lading or similar shipping document shall identify Broker as the bill-to party for freight charges and Carrier as the carrier. Broker shall *not* be identified as the shipper, carrier or consignee.

In addition, any provisions in any such bill of lading purporting to make the underlying transportation subject to the terms of any of Carrier's tariffs, schedules, service guides or other similar documents are

specifically made inapplicable to shipments handled hereunder.

**7. LIABILITY FOR LOSS OF, DAMAGE TO OR DELAY IN DELIVERY OF FREIGHT:**

Broker shall not be liable to its customers for loss of, damage to or delay in delivering any shipments transported pursuant to this Agreement. Such liability shall lie exclusively with Carrier. Carrier's liability for loss of, damage to or delay in delivery of any of Broker's customers' freight transported pursuant to this Agreement shall be governed by the provisions of 49 U.S.C. § 14706, that is, Carrier shall be liable to such shipper or consignee for any actual loss of, damage to or delay in delivering any shipments occurring from any cause whatsoever while in the possession or under the control of Carrier or resulting from Carrier's performance of or failure to properly perform the transportation services provided for herein, provided that claims for loss, damage or delay are submitted to Carrier in writing within nine months after delivery or, in case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed.

No released value or other limitation of liability shall apply to Carrier's liability hereunder unless expressly agreed to by Broker prior to the transportation of the shipment in a signed writing separate from any bill of lading or delivery receipt issued by Carrier. Moreover, the amount of Carrier's cargo insurance shall not serve to limit Carrier's liability for any freight claims submitted by Broker's customers.

Carrier shall promptly handle and endeavor to resolve in good faith any claims which are submitted either by Broker on behalf of the shipper or consignee or directly by the shipper or consignee for loss, damage or delay to any commodities transported pursuant to this Agreement.

Upon notification to Broker that a shipment handled by Carrier has been delivered damaged, short or late or that such a shipment has not been delivered at all and/or upon receipt by Broker of a claim for such loss, damage or delay, Broker may withhold from Carrier all sums otherwise due to Carrier for that shipment and all prior and subsequent services until the claim is fully resolved or Carrier or its insurer has confirmed in writing assumption of liability for such claim with no recourse against Broker.

If Broker is compelled by court order, arbitration award or business judgment to pay a claim for loss of, damage to or delay in delivery of a shipment handled by Carrier under this Agreement, Carrier shall reimburse Broker for the amount so paid by Broker and, if Carrier fails to reimburse Broker for such claim payment upon demand, Broker may withhold the amount of its claim payment from sums otherwise due Carrier and pursue Carrier for the balance thereof.

**8. INDEMNITY:** Carrier shall at all times (both during and after the term hereof) defend, indemnify and hold harmless Broker and its partners, officers, agents and employees from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including, without limitation, reasonable legal fees) or actions of every nature or character (including, but without limitation, claims or actions for loss of, damage to or delay in delivery of freight, personal injury, death, workers' compensation and/or damage to equipment and property), asserted against Broker by any agent or employee of Carrier or by any other person arising out of services performed by Carrier or at Carrier's request under this Agreement.

Carrier shall also defend, indemnify and hold harmless Broker from and against any and all claims for collection of charges by another transportation entity to which Carrier delegates, brokers, assigns, interlines, interchanges, transfers or subcontracts its obligations under this Agreement, whether with or without Broker's consent.

Broker shall defend, indemnify, and hold harmless Carrier and its partners, officers, agents and from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including, without limitation, reasonable legal fees) caused by and resulting from the

negligence or intentional misconduct of or violation of applicable laws or regulations by Broker or its partners, officers, agents or employees.

Any indemnified party under this section shall promptly tender the defense of any claim to the indemnifying party.

**9. REQUIRED INSURANCE:** Carrier shall, at all times during the term of this Agreement, carry commercial auto liability insurance in the minimum amount of **\$1,000,000.00** or in an amount required by law, whichever is greater.

In addition, Carrier shall, at all times during the term of this Agreement, carry cargo insurance in the minimum amount of **\$100,000.00** per occurrence for loss of or damage to property carried on any one motor vehicle, or in an amount required by law or an amount requested by Broker on a per-shipment basis, whichever is greater.

Carrier's commercial auto liability and cargo insurance coverage shall not exclude any claim or liability related to the transportation of specific classes or kinds of goods, loading or unloading operations, unattended vehicle, vehicle or trailer theft, or unscheduled vehicles; and Carrier shall not invoke any such exclusion in order to avoid any liability arising hereunder.

Carrier shall name Broker a certificate holder on the cargo policy and an additional insured on the commercial auto liability policy.

Carrier shall also maintain workers' compensation coverage for all personnel employed by Carrier in connection with its transportation operations and services performed under this Agreement in the minimum amount required by applicable laws.

All premiums for the insurance described in this section shall be paid by Carrier at its own expense.

Carrier shall furnish Broker with proof of all such required insurance coverages in the form of current Certificates of Insurance and/or other forms prescribed by applicable state or federal regulations and, upon request by Broker, copies of the underlying policies. Broker reserves the right to review, approve and/or reject Carrier's insurance policies at any time during the term of this Agreement. The policies shall not be subject to cancellation or modification without 30 days' prior notice to Broker; and Carrier shall promptly notify Broker of any such cancellation or modification.

**10. COLLECTION OF CHARGES, UNDERCHARGES AND OVERCHARGES:** Any claim by Carrier to recover charges or undercharges alleged to be due for services performed under this Agreement shall be submitted in writing to Broker within 180 days of delivery or tender of delivery of the shipment or shipments with respect to which such charges or undercharges are claimed, or within the time prescribed by any applicable state or federal law, whichever is shorter. Submission of a claim for charges or undercharges within the stated 180-day period constitutes an essential prerequisite to the filing of an action or proceeding to recover such charges if not paid by Broker. The expiration of the 180-day claim-submission period without timely submission of a claim constitutes a complete and absolute defense to any such claim unless Broker has expressly agreed in writing to waive such defense in whole or in part.

Provided that such 180-day claim-submission requirement has been timely satisfied, and that Broker has failed to make payment on such claim, Carrier may initiate an action or proceeding against Broker to recover such charges not more than 18 months after delivery or tender of delivery of the applicable shipment or shipments. Expiration of the 18-month suit-filing period without the commencement of any action or proceeding constitutes a complete and absolute defense to any such action or proceeding unless Broker has expressly agreed in writing to waive such defense in whole or in part.

Any claim by Broker to recover overcharges or duplicate payments shall be submitted to Carrier within 180 days of Broker's payment of Carrier's invoice for such charges; and any action or proceeding by Broker against Carrier to recover such charges shall be commenced not more than 18 months after Broker's receipt of Carrier's applicable invoice.

**11. FORCE MAJEURE:** No delay or failure in performance by either party shall constitute default under this Agreement or give rise to any claim for damages when such delay or failure results from causes beyond the reasonable control of, and without fault or negligence of, the party whose performance is so affected. Such causes, collectively referred to as "Force Majeure," include acts of God; floods or unusually severe weather that could not reasonably have been anticipated; changes in law; acts of the public enemy; war, rebellion or civil disturbance; and fires, explosions and other such catastrophic events. If either party considers that its performance is affected by Force Majeure, it shall promptly give written notice to the other party stating pertinent details; and shall do all things reasonably possible to remove the cause and mitigate its effects.

**12. AGREEMENT NON-EXCLUSIVE:** It is understood and agreed between the parties hereto that this is a non-exclusive agreement, that is, that Broker is free to arrange transportation services for its customers other than with Carrier and that Carrier is free to provide transportation services to freight forwarders, brokers or shippers other than Broker.

**13. NOTICE:** Any written notice which either party hereto may be required or desire to give or serve upon the other party shall be delivered in person or sent by first class mail, facsimile or e-mail addressed as follows (or as otherwise provided by the parties hereto):

**BROKER:** American Freightways

Contact Name: Mark Goodacre

Address: 10845 Rancho Bernardo Rd. Suite 100  
San Diego, CA 92127

Fax: 858.217.3331

E-Mail Address: mgoodacre@afwy.net

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

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

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**14. EFFECTIVE DATE, TERM AND TERMINATION:** This Agreement shall become effective on the date set forth on the first page and shall continue in effect until terminated by either party, with or without cause, upon 30 days' written notice to the other party.

Furthermore, Broker shall have the right to terminate this Agreement forthwith upon written notice to Carrier in the event that (a) all or any portion of Carrier's operating authority required by this Agreement is revoked, canceled, suspended or discontinued by operation of law or otherwise; (b) voluntary or involuntary bankruptcy proceedings are initiated with respect to Carrier or Broker

becomes aware of evidence indicating the insolvency of Carrier; (c) Carrier fails to obtain or maintain insurance policies in compliance with the requirements herein; or (d) Carrier fails to maintain a safety rating in compliance with the requirements herein.

**15. ASSIGNMENT:** Neither Broker nor Carrier may assign its rights under this Agreement without the other party's express written consent. Upon assignment with written consent, this Agreement shall be binding upon and inure to the benefit of the assigning party's successor or assignee.

**16. ENTIRE CONTRACT:** This Agreement sets forth the entire contract between the parties and supersedes all prior or contemporaneous written or oral negotiations between the parties.

**17. MODIFICATIONS:** The terms of this Agreement may be modified only through written agreement, mutually agreed to and signed by authorized representatives of both of the parties.

**18. APPLICABLE LAW AND VENUE:** To the extent not governed by the Interstate Commerce Act or other applicable federal statute, the laws of the State of California shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Any lawsuits, arbitrations or other legal proceedings brought to enforce or interpret the terms of this Agreement shall be brought exclusively in San Diego County, California; and the parties consent to personal jurisdiction in such County.

**19. SEVERABILITY:** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.

**20. ATTORNEYS' FEES:** If either party initiates legal action against the other party to interpret or enforce the terms of this Agreement or to resolve any claims or disputes arising hereunder, the party prevailing in such action shall be entitled to recover from the non-prevailing party such sum as the arbitrator or court determines to be reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

AMERICAN FREIGHTWAYS

\_\_\_\_\_  
(Carrier)

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

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

Name: Mark Goodacre

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

Title: Vice President

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

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

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

Tax ID No.: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_