

Brokerage Carrier Qualification Packet

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Entire Form with instructions can be located at: http://www.irs.gov/pub/irs-pdf/fw9.pdf	
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Does not need to be returned	

Please complete this entire packet, including initials at the bottom of each page and return to **859-372-8952** or email to:
[**Brokerage@Transfreight.com**](mailto:Brokerage@Transfreight.com)

Contacts

Transfreight Brokerage Dispatch	877-690-2245
Transfreight Brokerage Fax	859-372-8952

Operating & Financial Information:

Transfreight, LLC Freight Forwarder	FF-8009-P
SCAC:	TFRB

Required Items:

- Signed copy of Motor Carrier Agreement
- Proof of Insurance (requested from Insurance Agent)
- Carrier Profile Information
- Direct Deposit Enrollment Form
- Copy of W-9, Taxpayer Identification and Certification
- USDOT / FMCSA Motor Carrier Registration Numbers (USDOT # / MC #s)

Minimum Insurance Requirements:

<u>Type:</u>	<u>Coverage:</u>	<u>Minimum Limits:</u>
Commercial General Liability	Aggregate	\$1,000,000
Automobile Liability	Combined Single Limit (Any and All autos)	\$1,000,000
Primary Cargo		\$100,000
Worker's Compensation & Employers Liability (per policy period or statutory limit amount)		\$1,000,000

Note:

- The legal entity below must be named as a certificate holder on all CGL/AL policies.
- All insurance certificates must provide the legal entity below, with a minimum of 10 days prior notice of cancellation or material change that reduces the minimum requirements above.
- Carriers may be asked to provide higher limits of insurance to maintain contract or qualification status. Such limits are at the discretion of Transfreight.

Additional Requirements:

Insurance forms **MUST** reflect the legal entity of Transfreight, LLC as listed below:

**Transfreight, LLC
4123 Olympic Blvd
Erlanger, KY 41018**

Please return all documents to the email or fax numbers below:

Email: Brokerage@Transfreight.com

Fax: 859-372-8952

MOTOR CARRIER AGREEMENT

This Agreement (“Agreement”), is made and entered this _____, day of _____, 20____, by and between TRANSFREIGHT, LLC (“TRANSFREIGHT”), acting as a licensed freight forwarder, and _____ (“CARRIER”) whose address is _____.

WHEREAS, TRANSFREIGHT on its own behalf and, as an agent for, Transfreight, Inc., Transfreight Integrated Logistics, Inc. and Transfreight S.A. de C.V. (collectively referred to as “affiliates”), is in the business of providing logistics services and is licensed to perform such services by appropriate state or provincial agencies having jurisdiction over such operations;

WHEREAS, TRANSFREIGHT is a Freight Forwarder of motor carrier transportation services duly licensed by the United States Surface Transportation Board, Department of Transportation and has available from time to time various shipments requiring the service of a highway motor carrier to transport said shipments;

WHEREAS, CARRIER is a highway contract carrier and is operating under duly issued authority granted to it by The Federal Motor Carrier Safety Administration under Permit MC _____;

The agreement is for an ongoing series of shipments and is hereby: reduced to this writing; drafted in a manner to meet the distinct transportation needs of TRANSFREIGHT acting as a forwarder/shipper; shall be bilateral in nature in that it obligates both CARRIER and Transfreight to certain performance requirements; shall cover a series of shipments over the term of this Agreement, and shall inure to the benefit of Transfreight’s successors, assigns, and corporate affiliates as if the same were first parties to this Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL BENEFIT AND PERFORMANCE REQUIREMENTS STATED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Services:** CARRIER agrees to transport and deliver specified commodities, in accordance with the shipping instructions issued to it by TRANSFREIGHT, for and on behalf of various beneficial owners (the “Beneficial Owner”), and, where required, to have its driver(s) be responsible for the loading and/or unloading of all commodities tendered to it by TRANSFREIGHT under the terms and conditions contained in this Agreement. In all instances where CARRIER is not required to load or unload said shipments, CARRIER shall have the duty to determine, to the extent that the CARRIER would reasonably be able to ascertain that each shipment is properly loaded and CARRIER agrees to indemnify, defend, and hold harmless TRANSFREIGHT and Beneficial Owner against all loss, cost, damage, or liability of any kind or nature arising from or as the proximate consequence of improper or unsafe loading or unloading of any shipment to the extent that this could have been reasonably ascertained through ordinary inspection and diligence. CARRIER’s acceptance of any shipment, or its receiving signature on the Bill of Lading, shall be conclusive that the number of pieces shown on the Bill of Lading is correct and that lading is in apparent good condition. Where CARRIER receives a sealed container, CARRIER shall notate “Shipper Load and Count” and the seal number on the Bill of Lading. CARRIER’s failure to do so will make CARRIER liable for loss and damage as if the container had been received without seal.
2. **Rates:** The original transportation rates agreed to between the parties shall be confirmed in writing (the “Rate Confirmation”) issued by Transfreight, signed by CARRIER, and returned to TRANSFREIGHT. A Rate Confirmation shall be issued and executed on a load-by-load basis. The terms of the parties Rate Confirmations are incorporated herewith. In the absence of CARRIER’s signature on the Rate Confirmation, CARRIER’S arrival at origin and/or loading of the freight at pick-up shall be deemed an acceptance of the terms stated in the Rate Confirmation which represents the parties’ last negotiated terms prior to such arrival and/or loading as well as acceptance of the terms and conditions of this agreement.

Rate modifications may be established in order to meet further shipping requirements, but such changes shall be in writing accomplished by the party initiating the change sending via facsimile a revised or supplemental Rate Confirmation to the other party. Approval of the change shall be demonstrated by the second party initialing the change, and returning the same by facsimile to the other. All Rates and any subsequent modifications shall be and are full-value rates. No shipment contemplated by this Agreement shall be tendered or move under a released rate value.

3. **Accessorial Charges:** In addition to the rate, which is to be an all-inclusive rate, the parties acknowledge that certain accessorial charges may arise from time to time. Unless TRANSFREIGHT agrees in writing otherwise, TRANSFREIGHT’s standard accessorial rates as referenced in this section shall apply; without regard to CARRIER’s own accessorial rates, which may be more or less. In the event CARRIER fails to load or come into possession of the Beneficial Owner’s property, the Rate shall be void, and Transfreight, will have no payment obligations to CARRIER.

Accessorial Type:	Applicable Charge:
Detention with Power (Driver Detention)	First 4 hours free; \$50/hr thereafter, maximum \$500
Layover (Driver Detention in excess of 10 hours)	\$500
Comchek (for fuel advances only, allowed for up to 40% of fuel costs, \$1000 limit; to be issued once loading is complete)	\$25 fee, to be deducted from final settlement
Truck Ordered, Not Used (cancellation <8hrs before scheduled route)	\$250

4. **Transit and Delivery Obligations:** TRANSFREIGHT and CARRIER may agree on each shipment as to required transit time. This transit time, as well as the pick up and delivery **appointment** times, will be provided to CARRIER, in writing, during the load booking process and will always be listed in the Eastern Time Zone. ***The times stated are strict appointment times, any delay to those times as reflected on the CARRIER's load confirmation should be communicated by the CARRIER to TRANSFREIGHT as soon as reasonably possible upon CARRIER'S identification of the delay.*** Such agreements may make the transit time obligation less or more than "reasonable dispatch". In the absence of an agreement between the parties, the following transit time schedule shall apply: (1) On shipments moving less than 500 miles, next day delivery; (2) On shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof. (To illustrate: on a shipment moving 2900 miles, delivery shall be made within six (6) days). Safety on the highways is of major concern to both parties, and these transit times are compatible with the Federal Motor Carrier Safety Administration's Safety Rules. Notwithstanding the forgoing, CARRIER shall not suspend service at any time after loaded dispatch, nor delay service by stop over for any reason that would leave the CARRIER's equipment (and/or the Beneficial Owner's property) unattended without adequate security as a prudent CARRIER would or as otherwise required for inclusion of coverage under CARRIER's primary cargo policy.

Further, CARRIER shall not disengage or detach CARRIER's power unit from the trailer, container/chassis, flat bed or other equipment of carriage at anytime unless emergency or extenuating circumstances require the same. In the event the equipment of carriage is disengaged from or becomes detached from the CARRIER's power unit, CARRIER shall ensure the Beneficial Owner's property is safe and secure. In such case, CARRIER's liability as receiving motor CARRIER shall continue and not as a warehouseman.

5. **Insurance:** CARRIER shall maintain General Liability, Automobile Liability, Property Damage and Cargo Insurance at all times, with minimum coverage of \$1,000,000 general liability; \$1,000,000 liability auto and property damage; \$100,000 cargo insurance per incident on each vehicle; and workers' compensation insurance, unless exempt, as required by the CARRIER'S state of domicile. CARRIER will provide TRANSFREIGHT or its designated agent with a copy of said policies or certificates of insurance, verified by the insurer, stating the required coverage and listing any exceptions or exclusions. Certificates shall be addressed to TRANSFREIGHT as certificate holder and shall require the insurer to give TRANSFREIGHT ten (10) days written notice of cancellation. Without limitation, CARRIER agrees to indemnify and defend TRANSFREIGHT for any failure to maintain the aforementioned insurance or to properly notify TRANSFREIGHT of such failure. Upon request of Transfreight, CARRIER will have its insurance providers list Transfreight, and/or Beneficial Owner as additional insureds on CARRIER'S liability policies.
6. **Bill of Lading:** Freight ready for transit shall be picked up at the designated point of origin by CARRIER at the time specified by TRANSFREIGHT, and be delivered to the point of destination by CARRIER as specified by TRANSFREIGHT, in the Bill of Lading, or by other shipping documents provided at origin, including the Rate Confirmation if provided on dispatch, which shall be completed upon delivery at point of destination and be deemed "proof of delivery". CARRIER shall provide a completed Bill of Lading or proof of delivery and Rate Confirmation in support of CARRIER's Freight Bill within twenty (20) days of delivery. Each Bill of Lading and Freight Bill shall contain the PRO number (load number) assigned to each shipment by TRANSFREIGHT at time of dispatch. Should CARRIER agree to any additional requirements, CARRIER shall satisfy and document the same.
7. **Indemnification and Hold Harmless:** CARRIER agrees to indemnify, defend, release, and hold TRANSFREIGHT and Beneficial Owner harmless from and against all liability, costs and expense for loss or damage to property and/or injury to or deaths of persons (including, but not limited to, the property and employees of each party hereto) when arising or resulting, directly, or indirectly, from any acts or omissions of CARRIER, its agents, subcontractors, employees, or invitees associated with or arising out of this Agreement, including any breach of this Agreement by CARRIER. CARRIER's indemnity obligations shall survive the termination of this Agreement.

8. **Cargo Liability:** CARRIER shall be liable to TRANSFREIGHT to the extent of its interest and to Beneficial Owner for loss or damage to any property transported under this Agreement as set forth under 49 U.S.C. Section 14706, except that as stated above, No shipment moving under this Agreement shall be for a released value. Such liability for the full actual value of loss and damage to cargo shall begin at the time the cargo is first loaded upon CARRIER's equipment (or its permitted substitute) at point of origin, and continue until said cargo is delivered to the original final destination consignee, or to any intermediate stop-off party. CARRIER's liability shall be for the full value of the damaged or lost item(s). CARRIER's liability shall not be limited in anyway by limitations or exclusions of coverage in CARRIER's required insurance policies.
9. **Freight Charges:** CARRIER shall use such forms and keep such records of shipments as TRANSFREIGHT shall prescribe. TRANSFREIGHT may make shipments in the name of a third party as nominal Consignor. All shipments will be made on prepaid basis with TRANSFREIGHT being responsible for all lawful freight charges due CARRIER. CARRIER shall have no lien on any shipment tendered hereunder and agrees to release and waive any claim against Beneficial Owner, Consignor or Consignee for freight charges, and agrees to seek payment for freight charges from TRANSFREIGHT only.
10. **Cargo Claims Processing:** CARRIER shall promptly handle and resolve any claims, which are submitted by TRANSFREIGHT or directly by Beneficial Owner, Consignor or Consignee for loss or damage to any property, which is transported by CARRIER under this Agreement. CARRIER shall resolve those claims pursuant to the provisions of 49 CFR. 370 et seq., as in effect on January 1, 2006.
11. **CARRIER Not To Subcontract:** CARRIER shall not broker, subcontract, or assign any portion of their duties to transport the shipments of freight contemplated by this Agreement. Should CARRIER violate this provision, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless TRANSFREIGHT and/or TRANSFREIGHT's customers from any and all freight charges claimed to owe directly to the underlying motor carrier. In the event CARRIER fails or refuses to pay its subcontractor, TRANSFREIGHT may pay the subcontractor directly without recourse. CARRIER, as receiving CARRIER, expressly agrees that it shall have primary liability and be responsible for, and settle any cargo claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C. Section 14706.
12. **Payment Terms:** TRANSFREIGHT agrees to pay CARRIER for the transportation of the commodities moved under this Agreement in accordance with the rate and route requirements as agreed by the parties and confirmed by written Rate Confirmations, or modifications thereto. All shipments will be made on a prepaid basis with TRANSFREIGHT solely responsible for CARRIER's lawful freight charges. CARRIER must assign a unique reference number for each movement ordered by Transfreight and must be indicated on the invoice submitted to TRANSFREIGHT for payment. Upon receipt of Bill of Lading/Proof of Delivery, Rate Confirmation, and Invoice from CARRIER, TRANSFREIGHT will issue payment on net 30 terms.

TRANSFREIGHT will also offer a quick pay option to carriers who choose at a discount rate of **3%** from **Total Freight Charges**. The quick pay terms will be within ten (10) days after TRANSFREIGHT's receipt of Bill of Lading/Proof of Delivery, Rate Confirmation and Invoice. Check runs are performed once a week on Fridays, therefore; should TRANSFREIGHT receive correct documents on Thursday, Friday, or Monday; payment will be sent out on Friday. Should TRANSFREIGHT receive correct documents on Tuesday or Wednesday; payment will be sent out on Friday of the following week (observing 10 day terms).
13. **Compliance with Statutory Provisions:** CARRIER agrees to comply with all applicable provisions of any foreign, international, federal, provincial, state and/or local law, rule and regulation. Without limiting the foregoing, CARRIER shall, at CARRIER's expense, comply with all laws, statues, rules and regulations (including obtaining all permits and licenses) which are required for SERVICE PROVIDER to provide the transportation and related services under this Agreement and each Transportation Schedule.
14. **Non-Exclusive Dealing:** TRANSFREIGHT shall have the right to utilize other motor carriers as necessary to ensure prompt and efficient service to its customers. Nothing contained herein or otherwise shall limit TRANSFREIGHT's right to hire additional motor carriers from time to time as it sees fit at its sole discretion. CARRIER shall have the right to accept freight tenders from other brokers/forwarders and beneficial owners as it deems appropriate. Nothing contained herein or otherwise shall limit Carrier's right to do so in its sole discretion. TRANSFREIGHT does not guarantee, and CARRIER acknowledges and agrees there is no guarantee of any minimum amount or any specific amount of shipments, tonnage, or revenue to SERVICE PROVIDER.

15. **Independent Contractor Relationship:** The relationship of the CARRIER to TRANSFREIGHT shall, at all times, be that of an independent contractor. TRANSFREIGHT expressly disavows any agency, partnership or joint venture relationship between TRANSFREIGHT and CARRIER. If requested, CARRIER shall expressly confirm in writing to any third party its status as an independent contractor. CARRIER agrees that CARRIER is an independent contractor of TRANSFREIGHT and that CARRIER has exclusive control and direction of the work CARRIER performs pursuant to this Agreement. CARRIER agrees to assume full responsibility for the payment of all local, state, federal and provincial payroll taxes, and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related taxes with respect to the persons employed and/or engaged by CARRIER for CARRIER's performance of the transportation and related services under this Agreement, and CARRIER agrees to indemnify, defend and hold TRANSFREIGHT and its Customer(s) harmless therefrom. CARRIER shall provide TRANSFREIGHT with CARRIER's Federal Tax ID number and a copy of CARRIER's IRS Form W-9, or any other applicable federal, state or provincial taxation identification documents prior to commencing any transportation or related services under this Agreement.
16. **Agreement Supersedes:** This Agreement supersedes and cancels, as of the effective date hereof, all prior agreements between the parties with respect to the service to be performed hereunder.
17. **Governing Law:** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Kentucky to the extent that such laws are not inconsistent with the applicable federal laws or regulations, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The forum in which any disputes arising under this agreement shall be brought in the courts of the Commonwealth of Kentucky.
18. **Entire Agreement and Modifications:** This Agreement shall remain in effect for a period of one year from date, and from year-to-year thereafter, subject to the right of either party hereto to cancel or terminate the Agreement at any time upon not less than thirty (30) days written notice of one party to the other, provided that upon cancellation, any transaction already in progress shall remain subject to the terms of this Agreement until completed. Should any portion of this Agreement be held unenforceable, all other provisions not found so will continue in effect.
19. **Safety:** CARRIER warrants that it does not have a motor carrier safety rating of "unsatisfactory" or "unfit" at the time this Agreement is executed. If CARRIER receives a safety rating of less than "satisfactory" or "continue to operate" at any time during the term of this Agreement, CARRIER will immediately notify TRANSFREIGHT in writing. TRANSFREIGHT reserves the right to terminate this Agreement in the event that CARRIER obtains a safety rating of less than "satisfactory". In addition, if CARRIER is unrated, CARRIER represents and warrants that it will maintain acceptable scores in the Safety Management System implemented by the Federal Motor Carrier Safety Administration. TRANSFREIGHT may terminate this Agreement if either such scores or the motor carrier's safety rating are unacceptable to Transfreight. Carriers operating in Canada must have a valid Commercial Vehicle Operator Registration ("CVOR") Certificate during the term of this Agreement.
20. **Back Solicitation:** CARRIER shall not solicit business from any shipper, consignor, consignee or customer of TRANSFREIGHT where: (1) The availability of such business first became known to CARRIER as a result of TRANSFREIGHT'S efforts; or (2) where the traffic of the shipper, consignor, consignee or customer of TRANSFREIGHT was first tendered to CARRIER by TRANSFREIGHT. If CARRIER "back-solicits" TRANSFREIGHT'S customers, and/or obtains such business, Transfreight shall be entitled to a commission from CARRIER equal to twenty percent (20%) of the transportation revenue received on the movement of the traffic, as liquidated damages, for a period of fifteen (15) months after the involved traffic first begins to move. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of fifteen (15) months after termination.

21. **Equipment Interchange:** Specific routes may require the use of interchanged equipment. In these situations, TRANSFREIGHT shall make trailers available for use by CARRIER in further consideration of CARRIER's performance and not in exchange for a per diem consideration. All trailers made available by TRANSFREIGHT and interchanged to CARRIER shall be properly licensed and registered. Equipment interchange is subject to the following conditions:
- a. CARRIER shall at their own cost and expense, procure and maintain physical damage insurance for loss or damage in an amount for \$30,000.00 per trailer. The same insurance policy guidelines stated in section 5 of this agreement shall apply for CARRIER's trailer interchange insurance.
 - b. A Vehicle Inspection Report (VIR) is to be signed by the driver at time of possession of the trailer, identifying the unit number and date of pick up. Such VIR shall constitute as evidence of the good order of the trailer at time of interchange except as may be otherwise indicated on the VIR.
 - c. CARRIER shall complete promptly and expeditiously the use for which the trailer has been interchanged and return the trailer to the point at which the initial interchange occurred or such other place as may be mutually agreed between the parties. CARRIER shall have complete control and supervision of the trailer from the time it receives the trailer until it returns the trailer to Transfreight, and such trailer shall be operated under its common carrier responsibility, to the public, Transfreight, and to public authority while in its possession.
 - d. If any loss or damage occurs to the trailer while in the possession or under the control of CARRIER, CARRIER shall be responsible for all repair(s), loss or damage and shall pay or reimburse TRANSFREIGHT for all costs and expenses related to such damage or loss. TRANSFREIGHT will be the final arbitrator when determining costs associated with damage or loss. In the event of a blowout or total failure of a tire(s), the cost or expense in furnishing a suitable replacement shall be at CARRIER's expense.

IN WITNESS WHEREOF, the Parties hereto have caused this Motor Carrier Agreement to be executed by a duly authorized officer effective as of the date first above written.

CARRIER: _____

Signed: _____

Title: _____

Dated: _____

TRANSFREIGHT

Signed: _____

Title: General Manager, Transportation Sourcing

Dated: _____

Carrier Profile Information

Items marked with an asterisk (*) are required

Please Complete FULLY and Return Via Fax to (859-372-8952)

Vendor Name * : _____

Vendor Contact * : _____

Mailing Address * : _____

City * : _____ Phone 1: _____

State/Province * : _____ Phone 2: _____

Zip/Postal Code * : _____ Fax: _____

Country * : _____ Primary Email * : _____

Tax ID/GST/HST * : _____ A/R Contact * : _____

Currency: _____ A/R Email * : _____

MC# * : _____ SCAC Code * : _____ DOT# * : _____

Does this mailing address match the corporate address on your W-9? Yes No

If answered no to above, explain: _____

Remit To Address – Where would you like your payment sent? (If same as above, write "SAME")

Payable To * : _____

Address * : _____

City * : _____ Phone 1: _____

State/Province * : _____ Phone 2: _____

Zip/Postal Code * : _____ Fax: _____

Country * : _____

*Pay Terms: Check One (Required): Standard Net 30 Terms Quick Pay 10 Day Terms Less 3%

Please submit all invoices to the following address:

**Transfreight
3065 King Street East
Kitchener, ON N2A 1B1
Attention: Accounts Payable**

DIRECT DEPOSIT ENROLLMENT FORM	
<p>Vendor Information:</p> <p>Vendor Name: _____ Email Address: _____</p> <p>Date: _____ month/day/year Account Status: <input type="checkbox"/> Set up New Account <input type="checkbox"/> Change Account Profile</p>	
<p>Banking Information We would like our disbursements deposited in the following bank account:</p> <p>Account Type: _____ Please describe: _____</p> <p>Bank Name: _____</p> <p>Bank Phone: _____</p> <p>5 Digit Branch Number: _____ 3 Digit Bank ID: _____ (Canadian Banking System)</p> <p>Bank Account Number: _____ 9 Digit Routing Number: _____ (United States Banking System)</p> <p>Bank Address: _____</p> <p>City: _____</p> <p>Province/State: _____</p> <p style="text-align: right;">Attach one of the following (check one): <input type="checkbox"/> Voided Cheque <input type="checkbox"/> Bank letter or specification sheet* <small>* see your bank representative for information</small></p>	
<p>This authorization will be in effect until Transfreight is notified of a change to the banking information provided. We hereby release Transfreight and agree to hold it harmless from any liability or claims resulting from use of direct deposits from supplier's account.</p>	
THIS SECTION COMPLETED BY THE VENDOR	
<p>Date: _____ month/day/year</p>	<p>Approved By: _____</p>
THIS SECTION COMPLETED BY TRANSFREIGHT ACCOUNTING	
<p>Date Received: _____ month/day/year</p> <p>Vendor Code: _____</p> <p>Entered By: _____</p> <p>Approved By: _____</p>	<p>Date Entered: _____ month/day/year</p> <p>Entity: _____</p>

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <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) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line 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 *How to get a TIN* 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									

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).

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 4.

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.

Purpose of Form

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 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 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.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
April 23, 2008

PERMIT
FF-8009-P
TRANSFREIGHT LLC
D/B/A TRANSFREIGHT
ERLANGER, KY

This Permit is evidence of the carrier's authority to engage in operations as a **freight forwarder of property (except household goods)**.

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

This Permit will remain in force until revoked as provided by the Federal Motor Carrier Safety Administration.

A handwritten signature in cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

PFP