CARRIER SET UP INSTRUCTIONS

Instructions

Please complete and email back to your A-Z Freight Solutions Inc. dispatcher at dispatch@azfreightsolutions.com

- 1. CARRIERS having an unsatisfactory safety rating with the FMCSA or in a Province of Canada where relevant will not be accepted. CARRIERS having a Conditional safety rating with the FMCSA or in a relevant Province will only be considered for acceptance if **ALL** of the following documents are provided:
 - A copy of the CARRIER's formal request to the FMCSA (49 CFR 385.17), or where relevant, Canadian provincial authority to be upgraded to Satisfactory
 - A copy of the compliance review from the FMCSA, or where relevant, Canadian provincial authority showing the number and types of violations
 - A copy of the CARRIER's improvement plan
- 2. Payment Agreement.
- 3. Completed CARRIER profile
- 4. Copy of the CARRIER's contract or common CARRIER authority
 - Company name and address on insurance certificate must match name and address on authority
 - Carrier must provide evidence of appropriate U.S. authority and where relevant, Canadian provincial authority.
- 5. Hold Harmless Agreement
- 6. Completed W-9 or W-8 form
- 7. Signed Broker / Carrier Agreement with all pages initialed.
- 8. Insurance certificate
 - Proof of statutory minimum insurance in U.S. and all relevant Canadian jurisdictions in amount of not less than \$1,000,000 Auto Liability.
 - Proof of Motor Truck Cargo matching the amount specified in section 8 must be provided, not less than \$100,000 (in U.S. Funds)
 - Intrastate CARRIERs not having a US DOT requiring a BMC-91X on file with the FMCSA must provide a certificate of insurance naming A-Z Freight Solutions, Inc as certificate holder.
 - A-Z Freight Solutions, Inc. P O Box 159 Canton, Texas 75103 to be named as certificate holder.

Contract set-up/activation questions-Please contact dispatch@azfreightsolutions.com or call 800-983-0977

Invoicing

All invoices and proof of deliveries should be sent ap.azfreightsolutons.com. Account payable questions should be sent to the same email address. WE DO NOT ACCEPT PHONE CALLS FOR AP PLEASE EMAIL THEY WILL BE PROMPTLY ASNSWERED

Carrier Profile

A. Carrier Information Carrier Name ______ Physical Address______ City ______ Zip______ State _____ Zip_____ DOT # _____ MC # ____ SCAC ___ EIN # ------Email______Phone_____ After Hours & Emergency contact _____ Cell _____ Insurance Co. ______ Phone # _____ Fax: ______ E Mail ______ **B Payment Remit to Information** Is the below name/address a factoring company? Yes _____ No ____ Payment Remit to Company Name: NAME OF FACTOR CO OR REMIT TO ADDRESS: ._____ Address: ______State:______Zip: ______ City: _____ C. Equipment and Fleet Profile Circle If operating as a reefer carrier, are you California ARB compliant? Yes/No Are you certified as a SmartWay freight carrier by the EPA? Yes/No *If yes, please submit Hazmat certificate. Are you Hazmat certified? Yes/No Are you CTPAT certified? *If yes, SVI#_____ Yes/No # Trucks_____ #Drivers Intermodal Dray Provider Power Only # 53 Dry Vans______ Air ride-- Yes/No # 48 Dry Vans_____ Air ride-- Yes/No # 53 Flatbeds______ # 48 Flatbeds_____ # Step/Drop_____ # RGN_____ # Heavy Haul/Multi Axle_____ Type___

HOLD HARMLESS AGREEMENT

We	Carrier whose MC # is	and
Dot #	, herein referred to as the carrier, and Br	oker A-Z Freight
Solutions, Inc. MC # 1098964, herein refeeffective the date below as signed and a	erred to as the Broker enter into this hold h cknowledged by the Carrier.	armless agreement
actions, liability, loss, property damage of personal injury and or wrongful death, we court of law or any administrative action out of in any way whatsoever any acts, of employees contractors, agents or volunt limitation the payment of all penalties, fi	hold harmless any and all claims, lawsuits, or injury, of any kind whatsoever without lind whether brought by an individual or other end of any federal state or local governmental omissions or willful misconduct on the part seers. This indemnification applies to and in ines judgments, awards, decrees or attorned Broker for all legal fees, expenses and costs.	mitations, including nity or imposed by a body or agency, arising of its officers, personnel, acludes without by fees and related costs
No supplement modification or amendm this original agreement will remain in eff	nent of the Agreement unless executed an s fect.	igned by both parties,
This Agreement shall be signed by and or	n behalf of and effective of the date below.	
Carrier		
Signature		
Title	_	
Date		

A-Z Freight Solutions, Inc. BROKER/CARRIER AGREEMENT

This Agreement is entered into between A-Z Freight Solutions, Inc ("BROKER") and("CARRIER").
WHEREAS, BROKER is domiciled at P O Box 159 Canton, Tx 75103 and is authorized by the FMCSA to arrange for transportation for compensation in Docket No. MC-1098964; Dot No. 3409480 and
WHEREAS, CARRIER is domiciled at and will be at all times here relevant licensed, authorized and insured by the FMCSA to properly operate on the nation's roadways pursuant to Docket No. MC; and DOT No and
WHEREAS, from time to time BROKER desires to tender to CARRIER and CARRIER desires to accept for transport certain shipments which BROKER is authorized to arrange for its customers which shall be considered third party beneficiaries of this Agreement;
NOW, THEREFORE, the parties agree as follows:
 TENDER OF FREIGHT. This Agreement will govern the tender of all freight by BROKER to CARRIER and CARRIER's acceptance of such freight. BROKER will tender to CARRIER and CARRIER will accept for transport shipments on a load-by-load or shipment-by-shipment basis. Such tenders shall be reduced to writing and shall be acknowledged by both parties. Tender shall set forth the origin, the destination, the commodity and the agreed rate if not otherwise agreed in writing and shall include any special service terms and conditions which shall be incorporated together with the terms of this contract upon CARRIER's acceptance of the shipment. PAYMENT TERMS. CARRIER warrants that it will provide services with reasonable dispatch designed to affect pickup and delivery as shipper requires. Upon completion of the services rendered, CARRIER shall transmit its invoice to BROKER together with the original or certified copy of the delivery receipt showing intact delivery. BROKER shall endeavor to pay all freight charges within 30 days of receipt of invoice and POD/BOL, or by Quick Pay terms as chosen in the "Quick Pay and ACH Enrollment" document. Broker will issue checks to the address provided. If payment incurs service charges due to stop payments or reissue the CARRIER will pay no less than 59% of fees up to 100% of fees incurred by Broker. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to BROKER'S customers for the services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or BROKER'S customer unless authorized in writing by BROKER. TERM. This Agreement shall be for the period of one year and shall automatically renew on the anniversary date. Either party may terminate this Agreement on 30 days written notice. GOVERNING RULES. The following rules are incorporated by reference and bind the parties: (a) The terms and co

(e) No service terms, tariffs or rates published or issued by CARRIER shall apply unless incorporated by reference in this Agreement.

5. CARRIER'S EXPRESS WARRANTIES

- (a) CARRIER warrants that at the time of accepting any load it will be in full compliance with all insurance requirements herein, be authorized to operate by the Federal Motor CARRIER Safety Administration and enjoy a safety rating of not less than Satisfactory.
- (b) CARRIER warrants that all services will be provided in equipment owned by or leased to CARRIER and under its dominion and control and insurance.
- (c) CARRIER warrants that it shall execute all shipping documents as the CARRIER of record, showing BROKER as the third party to be billed for services.
- (d) CARRIER warrants that it shall be in compliance with all health, safety and employment laws.
- (e) CARRIER warrants all insurance required by Section 9 shall be in full force and effect at the time services are rendered.
- (f) CARRIER warrants it shall be named on the Bill of Lading as the carrier of record.

6. **RELATIONSHIP OF THE PARTIES.**

- (a) CARRIER shall at all times be an independent contractor and warrants that it shall be solely responsible for providing suitable equipment to transport the type of shipments it accepts.
- (b) CARRIER warrants knowledge of and compliance with all federal and state statutes which may be applicable to goods tendered for transport, and other services rendered, including present and future FDA rules and statutes governing the safe transportation of foodstuffs and perishable commodities, California Air Resource Board requirements, worker's compensation requirements, and state, federal and if applicable, Canadian Provincial taxes and regulations.
- (c) CARRIER warrants that upon acceptance of shipment, it is solely responsible for its safe transportation and intact delivery.
- 7. ACCESSORIALS. The parties agree that BROKER is not responsible for accessorial charges which are not incorporated by reference herein or agreed to in writing. If CARRIER arrives on time for the agreed pickup or delivery, after 3 free hours CARRIER must notify BROKER that it is still at the location before any detention charges will be agreed upon. Failure to notify BROKER will result in non-payment of detention. BROKER will assist CARRIER in facilitating deliveries of shipments when appointments are missed, but in the absence of any agreement with respect to detention, no additional payment will be made and CARRIER waives any lien for additional payment.

8. FREIGHT LOSS, DAMAGE OR DELAY.

- (a) CARRIER warrants compliance with the governing rules set forth in 4(a) through 4(c) above.
- (b) The parties understand that seal integrity at time of delivery is a pre-condition for some consignees' acceptance of shipments. Subject to CARRIER's right to inspect and contest the amount of any diminished value, CARRIER warrants that it will not sell or lien rejected shipments contrary to instructions from BROKER or customer.
- (c) CARRIER agrees to deliver shipments with reasonable dispatch and warrants that BROKER will be provided with notice when agreed upon specified delivery times cannot be kept.
- (d) Claims will be timely filed with CARRIER by BROKER or customers in accordance with Section 4(a) through 4(c).
- (e) CARRIER's maximum liability for cargo loss or damage shall be limited to \$100,000 per truckload provided it complies with the standard value cargo insurance provisions of 9(d), unless a certificate of insurance is provided designating higher cargo coverage.
- (f) If CARRIER desires access to customer's freight with maximum values exceeding \$100,000 per truckload, its maximum limit of liability shall be the value listed on the CARRIER's insurance certificate unless otherwise agreed in writing so long as its cargo insurance conforms with the requirements of Paragraph 9(d).
- (g) Cargo claims not resolved within 90 days of presentation may be subject to offset if adequate coverage for loss or damage cannot be verified and at the request of BROKER or customer, may be submitted to

- binding arbitration before the Transportation Lawyers Association Alternative Dispute Resolution (ADR) Council.
- 9. **INSURANCE**. CARRIER warrants that it shall at all times here relevant maintain the following insurance coverage which shall insure to the benefit of BROKER and its customers and which shall have no limitation, exclusion or policy term and condition which would preclude coverage for the contractual duties and obligations assumed by CARRIER herein.
 - (a) Auto Liability (BI & PD) coverage insuring all equipment (including hired not owned) used by CARRIER in the performance of services in the amount of a minimum of \$1,000,000 (Form BMC-91X on file). If Canadian operations are involved, CARRIER shall maintain insurance coverage equal to or greater than required by Canadian and provincial laws.
 - (b) Commercial General Liability coverage in the amount of not less than \$1,000,000 per occurrence.
 - (c) Worker's Compensation coverage as required by applicable state or where relevant, provincial law.
 - (d) Motor Truck Cargo coverage applicable to all equipment owned and operated without restriction or limitation: (i) in the amount of not less than \$100,000 per shipment; or (ii) in the amount of not less than the higher value liability assumed by CARRIER in Paragraph 8(f) above or as otherwise agreed to in writing.
 - (e) CARRIER shall provide Certificates of Insurance evidencing the above coverage and upon request shall provide BROKER with copies of relevant policies, exclusions and declarations.
- 10. **INDEMNIFICATION**. CARRIER agrees to indemnify, defend, and hold harmless BROKER and its customer from any claim for loss, damage or fine and attorney's fees and costs (including but not limited to third party claims for personal injury and property damage) arising from or relating to (a) its breach of contract; or (b) breach of any warranty contained herein; or (c) to the extent caused by any negligent act or omission of CARRIER, its employees or agents in the performance of the services contemplated herein.
- 11. **CONFIDENTIALITY**. In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their respective customers, including, but not limited to, freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their respective customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this paragraph, the parties agree that the remedy at law, including monetary damages, may be inadequate and that the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating party from further violation of this Agreement, in which case the prevailing party shall be entitled to payment or reimbursement from the violating party for all costs and expenses incurred by or on behalf of the prevailing party, including, but not limited to, reasonable attorney's fees.
- 12. **BACK SOLICITATION**. CARRIER agrees to not back solicit any customer of BROKER, either directly or indirectly. As liquidated damages, CARRIER agrees to pay BROKER a ten percent (10%) commission on all traffic handled for customers first introduced to CARRIER by BROKER for a period of eighteen (18) months following termination of this Agreement.
- 13. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods of any BROKER'S customer on account of any dispute as to rates or any alleged failure to receive payment of freight charges incurred under this Agreement. 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 9 of this Agreement.
- 14. **ASSIGNMENT/SUBCONTRACTING**. Neither this Agreement nor any rights or obligations hereunder may be assigned, delegated or subcontracted without the prior written consent of BROKER. In addition to its indemnification obligations herein, CARRIER shall pay a \$2,000 penalty for subcontracting any load without BROKER's written approval.
- 15. **INTEGRATION CLAUSE.** This Agreement shall constitute the entire understanding of the parties and may not be modified except by a signed, written addendum or load specific confirmation sheets.

- 16. DOUBLE BROKERING WILL VOID ANY PAYMENT DUE TO CARRIER NO EXCEPTIONS!!!
- 17. **COUNTERPARTS**. This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The delivery of signed counterparts by facsimile or email transmission (including PDF and TIF formats) that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.
- 18. **LIMITATION OF LIABILITY**. In no event shall BROKER be liable for any incidental, consequential, indirect or special damages with respect to the subject matter of this Agreement.
- 19. **CARRIER COMMUNICATION**. With respect to any in-cab communications regarding shipments handled for BROKER, CARRIER warrants that all drivers will comply with federal requirements regarding hands free communications while operating commercial motor vehicles and that no driver will be coerced to violate any safety regulation in the transportation of shipments for broker.
- 20. REEFERS IN CALIFORNIA. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air

 Research Board (CARB) TRU ACTM in-use regulations. CARRIER agrees to provide CARRIER's driver with BROKER's contact information including BROKER company name, street address, state, zip code, BROKER contact name specific to the load and BROKER contact number for each refrigerated shipment transported within the state of California. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER'S use of non-compliant equipment or CARRIER'S non-compliance of providing drivers with contact information listed above.

21. HAZARDOUS MATERIALS.

- (a) The parties agree that BROKER will not ordinarily tender hazardous material shipments to CARRIER. Any hazmat requirements will be reflected on the load confirmation sheet at time of tender and acceptance of the load by CARRIER shall evidence CARRIER's willingness and ability to comply with hazardous material requirements. Upon acceptance of any shipment designated as hazardous by shipper on any Bill of Lading or shipping document, CARRIER agrees to indemnify and hold BROKER harmless from any failure to comply with hazardous materials requirements.
- 22. **LAW, VENUE AND JURISDICTION**. This Agreement shall be interpreted consistent with general principles of federal transportation law to the extent not waived. Any dispute may be resolved in a court of proper jurisdiction at Canton, Tx. Upon the request of BROKER or its customer, any dispute that cannot be resolved by informal mediation may be submitted to the Transportation Lawyers Association Alternative Dispute solution (ADR) Council.

BROKER A-Z Freight Solutions, Inc.	CARRIER	
Authorized Rep :Signature	Authorized Rep Signature	
Date	Print Name	
	Title	
	Date	
	Initials	

Quick Pay and ACH Enrollment Options

Quick Pay

Please indicate which of the following payment terms you would like to use. Your selection will remain as your
permanent payment term until A-Z Freight Solutions Inc is notified in writing that you would like your terms
changed. If this form is not filled out, signed, and returned, then your payment terms will default to 30 DAYS .

	ned, and returned, then your payment terms will default to 30 DAYS .
☐ 10 Day-2.00% fee. Fund **Important-CARRIER cannot be fac	ill be sent ACH by 5 th business day after receiving paperwork. s will be sent ACH by 10 th business day after receiving paperwork. ctored to receive Quick Pay. If Quick Pay is selected, <u>ALL</u> invoices will be sted, the attached ACH form must be completed.
How Does Quick Pay Work?	
 Once an active Quick Pay carrier, ca ap.azfreightsolutions.com by 12:00 	rrier submits all necessary invoicing paperwork via email to pm Central time.
payment delay. All documents must shortages. All supporting documentA-Z Freight Solutions, Inc reserves the	on each document. Failure to include this information may result in the legible and include signatures, where applicable, and clear of damages / s such as labor receipts must be submitted at the same time. The right to require the original bills of lading for payment, as may be requirement is identified on the rate confirmation you will receive. Please
·	
ACH Enrollment If ACH enrollment is not completed and ACH Options	returned, then your payment will default to payment by check.
☐ Quick Pay term as checke	d above
☐ Standard Pay terms	
**Important- ACH enrollment must hauled for A-Z Freight Solutions, Inc. wi	be through a <u>U.S. Bank</u> . Once enrollment in ACH is completed, <u>ALL</u> shipments II be paid via ACH.
Carrier Bank Contact Information (I	
Address:	
	State:Zip:
	Bank Contact Phone#:
Routing and Transit #:	Account #:

(MUST ATTACH VOIDED CHECK OR PROVIDE A BANK LETTER WITH ACH ROUTING/ACCOUNT INFO) Email

Address to Receive Remittance Detail:

Vendor's Authorization and Consent:

The signature below confirms that you are authorizing A-Z Freight Solutions, Inc to begin transferring invoice payments to the account in this agreement. You also authorize A-Z Freight Solutions to correct any errors by debiting the account for the amount that was deposited should an error be discovered.

Signature of this agreement confirms that you agree to hold A-Z Freight Solutions Inc. harmless from any claims or damages that may arise from payment by A-Z Freight Solutions Inc. according to your instructions. You understand and agree that it may take up to ten (10) business days from the execution of the ACH form to begin receiving payment via ACH. Pay terms and this ACH Agreement are null and void if you do not complete all requirements set forth in the Broker-Shipper Agreement and the Rate Confirmation. Either party may cancel this Agreement with

CARRIER:	CARRIER MC/DOT#:
Officer Print Name:	Phone #:
Officer Signature:	
Title:	
Date:	

ten (10) days' written notice.



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.

	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									
e. Ins on page 3.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
					Exempt payee code (if any)					
충	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶									
Print or type. Specific Instructions on page	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.				Exemption from FATCA reporting code (if any)					
	Other (see instructions)	A Classification of its own	GI.		(Applies to acc	ounts maint	ained outsid	le the U.S.)		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's	name ar	nd address	(optiona	al)	· · ·		
See (0					(-1-	,			
Š	6 City, state, and ZIP code									
	7 List account number(s) here (optional)									
Pai	art I Taxpayer Identification Number (TIN)									
Enter	er your TIN in the appropriate box. The TIN provided must match the nam	e given on line 1 to av	oid So	cial secu	urity numb	er				
	kup withholding. For individuals, this is generally your social security num		or a			\neg				
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 <i>How to get a</i>				-	-					
	later.	umber, see now to ge	or							
· ·		ployer i	er identification number							
				-	1					
Par	art II Certification		.					L .		
Unde	ler penalties of perjury, I certify that:									
2. I ar Sei	he number shown on this form is my correct taxpayer identification numb am not subject to backup withholding because: (a) I am exempt from bac service (IRS) that I am subject to backup withholding as a result of a failure o longer subject to backup withholding; and	kup withholding, or (b)	I have not b	een no	tified by t	he Inte				
3. I ar	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.

		r, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments equired 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.