



ATT: \_\_\_\_\_

PHONE#: \_\_\_\_\_

FAX#: \_\_\_\_\_

In order to establish your company as an approved broker - carrier for Tennessee Steel Haulers, Inc., we require the following information to be submitted via facsimile to our attention at **615-257-0566** or e-mailed to [CarrierManagement@tenh.com](mailto:CarrierManagement@tenh.com).

- 1) Our completed, signed, dated and initialed Broker-Carrier Agreement, attached.
- 2) A completed, signed and dated W-9 form (blank form is attached). Please keep in mind when completing the W-9 form that we must have the exact name with the Taxpayer Identification Number or Social Security Number (not both) that will appear on your tax return.

We can only accept W-9 forms that have **one** number filled in and **one** of the boxes checked indicating sole proprietor, corporation, partnership or other.

- 3) A copy of your certificate of **both** cargo and liability insurance coverage in the amount as set forth in the Broker-Carrier Agreement.
- 4) A copy of your ICC or U.S. Department of Transportation contract authority and DOT safety rating if available.

If you have any questions, please contact us at 1-800-800-0226 ext. 2013.

Carrier Settlements  
Tennessee Steel  
Haulers, Inc.  
[CarrierManagement@tenh.com](mailto:CarrierManagement@tenh.com)

## Tennessee Steel Haulers, Inc. Brokerage - Carrier Profile

Company Name: _____		Date: _____	
MC#: _____	SCAC: _____	Tax ID #: _____	
DBA: _____			
Phone: _____		Alt Phone: _____	
Fax #: _____		Email: _____	
Physical Address: _____		Remit to Address: _____	Factoring: <input type="checkbox"/> YES <input type="checkbox"/> NO
_____		_____	_____
_____		_____	_____
Number of Trailers: _____			
Dry Van: _____		Reefer: _____	CARB Certified: _____
Flatbed: _____		Tanker Endorsed Drivers: _____	
Power Only: _____ (requires Trailer Interchange Agreement)		Teams: _____	Other: _____
Restricted Commodities: _____			
CONTACT 1:		CONTACT 2:	
Name: _____		Name: _____	
Phone: _____		Phone: _____	
Email: _____		Email: _____	
Minority Owned: <input type="checkbox"/> Woman/Certification # _____ <input type="checkbox"/> Minority/Certification # _____			
Smartway Carrier: <input type="checkbox"/> YES <input type="checkbox"/> NO		Hazardous Materials: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Oversize/DIM Permits: <input type="checkbox"/> YES <input type="checkbox"/> NO		Carb Certified Carrier: <input type="checkbox"/> YES <input type="checkbox"/> NO	
High Value <input type="checkbox"/> YES <input type="checkbox"/> NO		Cross-Boarder: <input type="checkbox"/> YES <input type="checkbox"/> NO	
TWIC Status: <input type="checkbox"/> All Drivers <input type="checkbox"/> Some Drivers <input type="checkbox"/> No Driver			
Preferred Lanes: _____			
States you have REGULAR OUTBOUND NEEDS:			
<input type="checkbox"/> CONTINENTAL			
<input type="checkbox"/> AK	<input type="checkbox"/> CO	<input type="checkbox"/> GA	<input type="checkbox"/> KS
<input type="checkbox"/> ME	<input type="checkbox"/> MT	<input type="checkbox"/> NJ	<input type="checkbox"/> OK
<input type="checkbox"/> SD	<input type="checkbox"/> VT	<input type="checkbox"/> AL	<input type="checkbox"/> CT
<input type="checkbox"/> IA	<input type="checkbox"/> KY	<input type="checkbox"/> MI	<input type="checkbox"/> NC
<input type="checkbox"/> NM	<input type="checkbox"/> OR	<input type="checkbox"/> TN	<input type="checkbox"/> WA
<input type="checkbox"/> AR	<input type="checkbox"/> DC	<input type="checkbox"/> ID	<input type="checkbox"/> LA
<input type="checkbox"/> MN	<input type="checkbox"/> ND	<input type="checkbox"/> NV	<input type="checkbox"/> PA
<input type="checkbox"/> TX	<input type="checkbox"/> WI	<input type="checkbox"/> AZ	<input type="checkbox"/> DE
<input type="checkbox"/> IL	<input type="checkbox"/> MA	<input type="checkbox"/> MO	<input type="checkbox"/> NE
<input type="checkbox"/> NY	<input type="checkbox"/> RI	<input type="checkbox"/> UT	<input type="checkbox"/> WV
<input type="checkbox"/> CA	<input type="checkbox"/> FL	<input type="checkbox"/> IN	<input type="checkbox"/> MD
<input type="checkbox"/> MS	<input type="checkbox"/> NH	<input type="checkbox"/> OH	<input type="checkbox"/> SC
<input type="checkbox"/> VA	<input type="checkbox"/> WY	<input type="checkbox"/> MEXICO	<input type="checkbox"/> CANADA

**NOTE:** If your company requests an advance and you are factoring, you must provide Tennessee Steel Haulers, Inc., a release letter, or the advance will not be issued. The release letter must come directly from the factoring company, be on the factoring company's letterhead, and be signed by the factoring company. Tennessee Steel Haulers, Inc., will endeavor to recognize any limitations requested above.

## **BROKER/CARRIER AGREEMENT**

As of the Effective Date (defined below) the undersigned, on behalf of itself and each of its affiliates identified on Schedule 1 attached to this Agreement (each, individually, "Broker") enters into this Broker/Carrier Agreement (this "Agreement") with \_\_\_\_\_ ("Carrier"), (together, "Parties").

### **Background**

A. Broker is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate state agencies, and as a licensed or registered broker, arranges for freight transportation; and

B. Carrier is authorized to operate in inter-provincial, interstate and/or intrastate commerce, is registered, if required, with each applicable State in the U.S. and/or Province in Canada as is necessary and is qualified, competent and available to provide for the transportation services required by Broker; and

Accordingly, the Parties agree as follows:

### **Agreement**

1. **APPLICABILITY.**

- (a) This document sets out the terms of multiple, independent transactions. Each transaction will be between Carrier and one of the entities identified as Broker on Schedule 1. Each transaction will be considered a separate contract involving the individual Broker entity requesting the service and Carrier. The liability of the Broker entities will be several (not joint). The entity signing below on behalf of Broker is authorized to bind each of the Broker entities.
- (b) For each transaction, the parties will prepare and sign a "Rate Confirmation Sheet" (the "Rate Sheet"). The Rate Sheet will identify the specific parties and other terms of the specific transaction. Any additional provisions on the Rate Sheet shall be binding. In the event of a conflict between this Agreement and the terms of a Rate Sheet, the Rate Sheet shall control (but only for the transaction identified in the Rate Sheet). The form Rate Sheet is attached as Appendix A.

2. **TERM AND TERMINATION.**

- (a) The Term of this Agreement shall be for one (1) year. At the end of each year, the Term will automatically renew for another year. Both Parties may terminate this Agreement at any time in writing with 30 days advance notice.
- (b) Broker may terminate this Agreement if Carrier: (i) cannot legally perform its obligations under this Agreement; (ii) files for bankruptcy, seeks creditors' protection, or becomes insolvent; or (iii) breaches this Agreement. The termination is effective when Carrier receives notice in writing from Broker.

3. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.**

- (a) The Parties enter into this Agreement in accordance with 49 U.S.C. § 14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §§ 13101 through 14914 that are contrary to specific provisions of this Agreement.
- (b) Carrier shall be in full compliance with all federal, state, provincial, territorial, and local laws, regulations, rules, and ordinances which apply to Carrier and its business or the services contemplated herein (collectively, "Applicable Law").
- (c) **Safety Ratings.** During the term of this Agreement, Carrier must not have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration ("FMCSA") or a substantively equivalent rating under the Carrier Safety Measurement System implemented under the Compliance, Safety, Accountability ("CSA") program or equivalent Canadian authority. If Carrier receives an

Unsatisfactory safety rating or its equivalent under CSA, it will immediately notify Broker. Carrier will not use any carrier or subcontractor with an "Unsatisfactory" safety rating or equivalent rating under CSA even if Broker authorizes use of another carrier or subcontractor.

4. **PERFORMANCE OF SERVICES.**

- (a) Carrier agrees that it is an independent contractor under this Agreement. The Parties understand and agree that the relationship between the Parties is and will remain that of independent contractors and that no employer-employee, franchisor-franchisee, or principal-agent relationship exists or is intended. Carrier agrees that it has complete responsibility for all provincial, state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation services provided under this Agreement (the "Services"). Additionally, Carrier (through its driver) shall be solely responsible for controlling the method, manner and means of accomplishing the Services, including route selection.
- (b) Carrier agrees that this Agreement applies to all shipments handled by Carrier for Broker. This Agreement and the applicable Rate Sheet control the relationship between the Parties as to each individual transaction. The Carrier's tariff, terms and conditions, service guide, bill of lading, and similar documents do not apply to the Services.
- (c) Carrier shall transport all shipments without delay. This Agreement does not grant Carrier an exclusive right to perform any services for Broker or the entity that has retained Broker (hereinafter, the "Customer"). Carrier agrees that any load tendered through electronic data interchange ("EDI") by Broker to Carrier will be considered accepted upon Carrier's electronic receipt of the EDI transfer for such load.
- (d) Carrier's drivers will register with MacroPoint, if required by shipper, at time of pick up to facilitate automated check-calls. Failure of Carrier's drivers to comply will result in a charge back of \$50 per day until the Carrier's driver registers with MacroPoint.

5. **RECEIPTS AND BILLS OF LADING.** Each shipment shall be accompanied by a bill of lading which names Carrier as the transporting carrier. Broker's status as a property broker will not be affected by any bill of lading which erroneously names Broker as a "carrier". Upon delivery of each shipment, Carrier shall require the recipient sign a receipt showing the kind and quantity of product delivered. The terms and conditions of any bill of lading or other freight documentation used by Carrier or its subcontractors will not supplement, alter, or modify the terms of this Agreement. If Carrier fails to issue a bill of lading, Carrier is still responsible for any shipment it accepts under this Agreement. Carrier shall notify Broker immediately of any exception noted on the bill of lading or delivery receipt.

6. **CARRIER'S OPERATIONS.**

- (a) Carrier shall, at its sole cost and expense: (i) furnish all equipment required to properly perform the Services hereunder (the "Equipment"); (ii) ensure that the Equipment has not previously been used to transport solid or liquid waste or garbage of any kind (hazardous or nonhazardous); (iii) maintain the Equipment in good repair, mechanical condition and appearance; and (iv) provide Broker with accurate records of Equipment use upon request.
- (b) Carrier shall have full control of, and shall be legally responsible for, the acts and omissions of each of its employees, agents, contractors, and subcontractors who provide the Services (its "Personnel"). All of Carrier's Personnel shall be fully qualified, competent, and legally licensed in compliance with all Applicable Law to perform the Services. Carrier shall be solely responsible for all Personnel costs. By accepting a shipment under this Agreement, Carrier warrants that it will assign a driver who has sufficient time remaining under the applicable hours of service regulations to complete the duties assigned by the Carrier.
- (c) Carrier shall be solely responsible for making sure that the Services comply with all Applicable Law. This includes rules and laws about over-dimension and overweight loads and air quality and

environmental standards including, but not limited to, those of the California Air Resources Board (“CARB”). Carrier is responsible for choosing routes that comply with all Applicable Law and for ensuring that shipments are not damaged in transit.

- (d) Carrier shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.
- (e) Carrier must comply with 49 CFR Part 395 regarding use of Electronic Logging Devices (“ELDs”). Carrier must have on-board each vehicle an ELD from a provider listed on the FMCSA’s ELD registry and must notify Broker if the provider is removed from the registry or if the ELD malfunctions while transportation is being provided for Broker.

7. **RATES & PAYMENTS.**

- (a) Carrier will invoice and Broker will pay the rates and charges for the Services as stated in the Rate Sheet or as included in the shipment information tendered through EDI. Carrier agrees that there are no other applicable rates or charges except those set forth explicitly in the Rate Sheet or EDI.
- (b) Carrier shall submit an invoice and all appropriate supporting paperwork within fourteen (14) days of delivery. If noted as required on any Rate Sheet or EDI, Carrier will fax or email proof of delivery to Broker within twelve (12) hours of delivery. Supporting paperwork includes a legible copy of Carrier’s freight bill, bill of lading, or other document evidencing delivery of the load in good condition and free of all claims. The supporting paperwork must be signed by a representative of the recipient. Broker will pay Carrier within thirty (30) days after it receives Carrier’s invoice and all supporting paperwork. Carrier will be liable to Broker for any and all revenues that are uncollectible by Broker because of Carrier’s failure to timely provide all supporting paperwork.
- (c) Carrier agrees that Broker has the exclusive right to handle all billing to the Customer for all Services. Carrier shall not engage in any collection efforts against the shipper, receiver, or the Customer unless Broker expressly authorizes Carrier to do so in writing. If Broker authorizes Carrier to conduct collection efforts, Carrier’s sole recourse will be against such party. Once Broker pays Carrier for any Services, all of Carrier’s rights to payment for those Services is hereby automatically assigned to Broker.
- (d) Carrier agrees that Broker has the right to deduct any amounts owed by Carrier to Broker (for example, claims for freight loss, damage, or delay) from any amounts owed by Broker to Carrier for Services.
- (e) If Carrier does not submit an invoice and all supporting documentation within one hundred eighty (180) days of delivery, it will be deemed to have waived its right to payment for those Services. All claims for undercharges must also be brought within one hundred eighty (180) days of the original invoice related to such claim. If Carrier has timely complied with the foregoing, Carrier must bring suit for any unpaid amounts within eighteen (18) months of the date of delivery, or its right to sue or otherwise seek payment shall be waived.

8. **WAIVER OF CARRIER’S LIEN.** Carrier may not withhold any goods transported under this Agreement as a result of any dispute with Broker over any issue related to this Agreement (including nonpayment). Carrier is relying upon the general credit of Broker and waives and releases all liens which Carrier might otherwise have to any goods of Broker or its Customer which may be in the possession or control of Carrier.

9. **FREIGHT LOSS, DAMAGE OR DELAY.** Carrier will have the sole and exclusive care, custody and control of the cargo from the time it is delivered to Carrier until the recipient has accepted delivery and executed appropriate receipts. Except as otherwise provided herein, Carrier is liable for loss of, damage to, or delay of Goods according to the provisions of 49 U.S.C. § 14706 9 (the Carmack Amendment).

- (a) Carrier shall notify Broker immediately in the event any cargo is lost, stolen, damaged, or destroyed, and if Carrier becomes aware that a delivery will be late.

- (b) Carrier shall be liable for the full actual value of any cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon Broker by the cargo claimant. Unless it is specified on the Rate Sheet or EDI for a specific load, no limitation of liability shall apply. Broker's agreement to a limitation for one shipment shall not be construed as a waiver of full liability with respect to any other shipment tendered to Carrier.
  - (c) Broker or its Customer may specify the value of the cargo or maximum liability for the shipment on the Rate Sheet, EDI, or bill of lading. In that case, Carrier's acceptance of the load shall evidence Carrier's acknowledgement it will be liable for the full stated value. Carrier agrees to maintain cargo insurance of at least the full stated value. Upon request, Carrier will provide Broker or Customer evidence of sufficient cargo insurance limits. The insurance will also comply with all other provisions of this Agreement.
  - (d) Carrier waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. Carrier shall pay to Broker, or allow Broker to deduct from (set off) any amount Broker owes to Carrier, Customer's full actual loss for the kind and quantity of goods that are lost, delayed, damaged or destroyed, except where not allowed by law. Payment by Carrier to Broker or its Customer shall be made within thirty (30) days following Carrier's receipt of Broker's or Customer's undisputed claim and supporting documentation. Carrier shall fully assist Broker in investigating any claim for cargo loss, damage, delay, or destruction.
  - (e) Carrier waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
  - (f) Exclusions from coverage contained in Carrier's Cargo Insurance as required herein shall not affect Carrier's liability for freight loss, damage, or delay.
10. **INSURANCE.** Carrier shall obtain and keep in force, at its sole cost and expense, the following insurance coverages from reputable and financially responsible insurance companies authorized to do business in the applicable state(s). Each carrier must have an A.M. Best rating of A-, VII or better (or be otherwise reasonably acceptable to Broker):
- (a) Public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles insuring Carrier in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence;
  - (b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover Carrier's contractual liability under this Agreement;
  - (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Coverage shall be for the actual invoice value of the components, including freight and cleanup costs, or \$100,000.00 (U.S. Dollars) per truckload, whichever is greater. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement;
  - (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law;
  - (e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against Broker, and are required to respond and pay prior to any other available coverage. Carrier shall furnish written certificates to Broker from the insurance carrier showing that such insurance has been procured and is being properly maintained, the expiration date, and specifying that written notice of shall be given to Broker at least thirty (30) days prior to any cancellation or modification of the policies. In addition, Broker shall be named as an additional insured on Carrier's CGL and AL policies, and as a loss payee on the Cargo policy. These designations shall be evidenced by an endorsement on the certificates of insurance. Upon request of Broker or its designated

insurance consultant, Carrier shall provide Broker, Broker's consultant, or Customer with copies of the applicable insurance policies.

11. **INDEMNITY.** CARRIER SHALL DEFEND, PAY, REIMBURSE, INDEMNIFY, AND HOLD BROKER, ITS CUSTOMER, AND EACH OF THEIR AFFILIATED ENTITIES (THE "BROKER PARTIES") HARMLESS FROM AND AGAINST ALL DIRECT OR INDIRECT LOSS, LIABILITY, DAMAGE, CLAIM, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY CARRIER OR ITS PERSONNEL (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND CARRIER'S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT; PROVIDED, HOWEVER, THAT CARRIER'S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE BROKER PARTIES. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS' COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER'S OBLIGATIONS UNDER THIS PROVISION.

12. **HANDLING, LOADING AND SEALING.**

- (a) Carrier shall comply with all handling instructions provided by the shipper, consignor or consignee (including such instructions that may be passed through to Carrier by Broker). If Carrier receives contradictory or confusing instructions regarding any shipment, Carrier shall obtain all necessary clarifications confirmed in writing via email or text before it accepts the shipment.
- (b) Unless a shipment is loaded and sealed prior to their arrival, the manner of loading and securing freight upon Equipment shall be the responsibility of Carrier Personnel. Carrier shall inspect any unsealed loads prior to departing. Carrier represents that each driver shall be competent to manage the loading and transportation of the goods subject to this Agreement.
- (c) When required by Broker, the shipper or the consignor, Carrier shall secure shipments with a serialized seal. Carrier shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. Carrier shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as required by law enforcement personnel, under no circumstances shall Carrier or any of its personnel break any seal without the express consent of Broker. Carrier shall immediately notify Broker to report a missing or broken seal.
- (d) If law enforcement personnel require Carrier to break any seal on any shipment, Carrier shall document such fact on the bill of lading or other form of manifest by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, Carrier shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest. As soon as reasonably possible following such an inspection, Carrier shall notify Broker (or the consignee of the shipment if Broker cannot be contacted) of the events leading to the unsealing of the shipment.
- (e) Carrier shall bear the sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.

13. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither Party may disclose the terms of this Agreement to a third party without the written consent of the other Party, except: (1) as required by law or regulation; (2) disclosure to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent if such agent agrees to keep the terms of the Agreement confidential. Carrier will not accept shipping business, either directly or indirectly, from any shipper, consignor, consignee or customer of Broker (a "Broker Contact") where: (1) the Broker Contact's business first became known to Carrier as a result of the efforts of Broker; or (2) shipments for the Broker Contact were first tendered to Carrier by Broker. If Carrier breaches this Agreement and provides services to a Broker Contact during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of Broker, Carrier shall be obligated to pay Broker, commissions in the amount of twenty percent (20%) of the transportation revenue from such Broker Contact during the period beginning with the first shipment in violation of this Agreement and ending fifteen (15) months thereafter. Carrier shall provide Broker with all

documentation requested by Broker to verify such revenue. Carrier shall not utilize Broker's or the Customer's name or identity in any advertising or promotional communications without written consent.

14. **NO "DOUBLE BROKERING"**. Carrier agrees that all freight tendered to it by Broker shall be transported on Carrier's Equipment, and that Carrier shall not subcontract, broker, or otherwise allow the freight to be transported by a third party without Broker's prior written consent. If Carrier breaches this provision, Carrier shall remain directly liable to Broker and shall further hold harmless and indemnify Broker from any and all loss, liability, damage, claim, fine, cost or expense (including reasonable attorney's fees) arising out of or in any way related such violation and the conduct or omissions of Carrier, the subcontractor, or any other third party. If Carrier violates this Section 14, in addition to any other rights and remedies available to Broker, Broker may, in its sole discretion, pay the underlying carrier directly, which payment will relieve Broker of any and all payment obligations to Carrier with respect to such load.

15. **BROKER'S RECORDS**. Carrier hereby waives its right to obtain copies of Broker's records as provided under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that Carrier obtains records set forth in 49 C.F.R. §371.3 by any means whatsoever, Carrier agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing Customers of Broker. Carrier further agrees and understands that all such records comprise Broker's confidential information and trade-secrets. Nothing in this section is intended to relieve Carrier of any other obligations imposed upon it by this Agreement, or to limit any rights of Broker to enforce such obligations.

16. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT**. This Agreement may not be assigned or transferred in whole or in part by Carrier without Broker's prior written consent. This Agreement supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by Carrier. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement.

17. **SEVERABILITY**. If any portion of this Agreement results in a violation of any law, the Parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

18. **WAIVER**. Carrier and Broker expressly waive any and all rights and remedies allowed under 49 U.S.C. §14101 to the extent that such rights and remedies conflict with this Agreement. Failure of Broker to insist upon Carrier's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any Broker's rights or privileges herein.

19. **NOTICE**. All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery, or sent by electronic mail [notices@daseke.com](mailto:notices@daseke.com) with a duplicate copy sent by first class mail, postage prepaid, to the address for each party set forth on the signature page below.

20. **DISPUTE RESOLUTION**. This Agreement shall be governed by the laws of the State of Delaware. In the event of any disagreement or dispute, the laws of Delaware shall apply except to the extent superseded by applicable federal law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. **COMPLETE AGREEMENT**. This Agreement constitutes the entire agreement of the PARTIES with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both PARTIES.

[Signature Page to Follow]



To evidence the Parties' agreement to this Agreement, the Parties have executed and delivered this Agreement on the last date listed below.

**Broker:**  
Tennessee Steel Haulers, Inc.

**Carrier:**  
[Company Name]

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

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

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

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

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

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

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

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

FID No: \_\_\_\_\_

**\*\*Please note\*\* This contract need to be signed by an OWNER, PRESIDENT, CEO, or VP, of the company to be valid, DISPATCH title NOT valid**

**SCHEDULE 1**

**Broker Affiliates**

Affiliate Name	DOT #	Broker Authority #
Lone Star Transportation, LLC	320691	MC210209
Hornady Logistics, LLC*	2229944	MC443836
Big Freight Systems Inc.	21479	MC150381
R & R Trucking, Incorporated	382936	MC182538
NEI Transport, LLC	676270	MC315550
Schilli Transportation Services, Inc.	719180	MC1748901
Group One Inc	2271761	MC775794
WTI Transport, Inc.	2557555	MC889693
Boyd Logistics, L.L.C.	2236482	MC562313
Smokey Point Distributing, Inc.	176666	MC154328
Bulldog Hiway Express	104694	MC126898
Bulldog Hiway Logistics, LLC	2951703	MC158
E. W. Wylie Corporation	827622	MC149406
Central Oregon Truck Company, Inc.	2229904	MC443085
Steelman Transportation, Inc.	437506	MC222473
Boyd Bros. Transportation Inc.	92321	MC126305
Moore Freight Service Inc.	2236899	MC568968
Tennessee Steel Haulers, Inc.	159317	MC143621
Alabama Carriers, Inc.	733138	MC334967
Fleet Movers, Inc.	878113	MC343195
Rodan Transport USA LTD d/b/a Aveda Transportation and Energy Services	1786905	MC651040
Builders Transportation Co LLC	531	MC114334
Daseke Logistics, LLC	3131948	MC93625
JGR Logistics LLC	3198140	MC156657

Tennessee Steel Haulers, Inc  
 P.O. Box 78189  
 Nashville, TN 37207-8189



Dispatcher:  
 Phone:  
 E-mail:  
 Fax:  
 Emergency Phone:

**Load and Rate Confirmation Agreement**  
**Load # 1234567**

*To accept load please sign and fax this sheet back to: 615-271-2450*

Load Number: 1234567	Driver Name: .
TSH Carrier Number:	Truck Number: .
MC Number:	Trailer Number:
Carrier Name:	Carrier Phone:
Attention:	Carrier Fax:
Confirmation Sent To:	

**Load Information**

Miles:	Weight:
Commodity:	Trailer Req:
PO Number:	Load Size:
Ref Number:	

**#1 Origin** **Friday, 04/19/2019 12:00**

Company:	
Address:	
City/St/Zip:	

**#2 Final Destination** **Friday, 04/19/2019 12:00**

Company:	Phone:
Address:	
City/St/Zip:	

**Additional Information**

**Customer Dispatch Notes:**

**IMPORTANT:** Requires appointment time to deliver

Tennessee Steel Haulers, Inc  
P.O. Box 78189  
Nashville, TN 37207-8189



Dispatcher:  
Phone:  
Fax:  
Emergency Phone:

**Load and Rate Confirmation Agreement**  
**Load # 1234567**

**To accept load please sign and fax this sheet back to: 615-271-2450**

**Agreement:** This contract rate addendum is entered into on this date, 04/17/2019, by and between Tennessee Steel Haulers, Inc (hereinafter referred to as "Broker") and Jasso Logistics Inc (hereinafter referred to as "Carrier"). Carrier assumes all liability for all delays, loss and/or damage to the shipment(s) transported pursuant to this Load and Rate Confirmation Agreement for the full value of the freight transported. Carrier shall be responsible for any loss or damage which Broker may incur or pay to its customers on account of any transportation services performed by Carrier for Broker.

**Carrier Pay:** Broker hereby agrees to pay Carrier 30 days after receipt by Broker of Carrier's invoice, signed bill of lading (including proof of pick-up and delivery) and Broker's completed copy of this contract rate addendum. All of these items must be sent via the invoicing methods below. Carrier shall always invoice Broker directly for its freight charges and not Broker's customer. This rate is all inclusive: Fuel Surcharges, Accessorial Charges, Driver Assist Charges, Notification Charges, etc. **Carrier agrees to ensure the Broker will receive proof of delivery within 48 hours of delivery.**

**Operations/Check Calls**

1. Carrier (Dispatcher/Driver) must call immediately if there are any deviations from the Pick Up or Delivery dates and/or times stated here within. Signature of this load and rate confirmation agreement form is confirmation to provide the service requested.
2. Carrier must call with an estimated time of arrival for the Pick Up.
3. Driver/Dispatcher must call at the time of Pick Up with Load Time, Pieces and Weight, and Pick-Up Number.
4. Driver/Dispatcher must call at the time of Delivery at each Stop-off and at the Final Destination with Unload Time and a legible receipt signature on the proof of delivery.
5. Carrier agrees to maintain current insurance in accordance with signed broker carrier agreement.

**Amount to invoice TSH: \$**

Carrier:

**Invoicing Methods**

1. Email .pdf or .tiff files to: tshcarrier@tenh.com (Preferred Method)  
Please note any file type other than a .pdf or .tiff could delay the processing and payment of your invoices and proof of deliveries.
2. Fax to: (615) 290-5353
3. US Mail: TSH  
Attn: Billing Dept.  
P. O. Box 78189  
Nashville, TN 37207

MC #:

By:

Title:

Fax confirmation to: 615-271-2450



At Tennessee Steel Haulers, Inc., we strive to assist you in managing your cash flow. As a result, we offer a direct deposit option for your settlements at no additional fee. This option speeds up the availability of funds in your bank account. To accept this payment option, please complete and return the ACH form on the following page.

Additionally, Tennessee Steel Haulers offers a quick pay program providing payment to you at a 2% discount within three business days of required documentation. Properly completed paperwork consists of signed rate confirmation with the corresponding Tennessee Steel Haulers load number, your invoice with remittance address and/or factoring company information, bills of lading, and customer signed proof(s) of delivery.

The required documents may be emailed to [TSHCarrier@tenh.com](mailto:TSHCarrier@tenh.com) or faxed to 615-290-5353.

Need more information about quick pay? Please contact our carrier management team (615) 271-2400 extension 2013 or e-mail [CarrierManagement@tenh.com](mailto:CarrierManagement@tenh.com).



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

Mailing Address \_\_\_\_\_

City, State Zip Code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Account Type      Checking      \_\_\_\_\_      Savings      \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name      \_\_\_\_\_      Date      \_\_\_\_\_

Attach Voided Check Here

**OPTIONAL PROGRAM**

Initial \_\_\_\_\_

I/We elect to receive settlement funds through the Quick Pay Program.

There is a 2% Quick Payment Fee which will be deducted at the time of settlement. If selected, each settlement to be processed within three (3) business days of receipt of required documentation.

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

**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.

**OR**

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); 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.*