



BROKER-CARRIER TRANSPORTATION AGREEMENT

THIS AGREEMENT, "Agreement" made and intended to be effective this _____ day of _____ by and between FREIGHT FAN LLC, having offices at Illinois (BROKER), and _____ having offices at _____ (CARRIER) collectively, the "PARTIES"

RECITALS

A. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under MC#1221540 or by appropriate State agencies, and as a licensed broker, arranges for freight transportation: and

B. WHEREAS CARRIER is a licensed motor carrier pursuant to USDOT # _____

C. WHEREAS, CARRIER desires to provide transportation services on behalf of BROKER's customers:

NOW THEREFORE, intending to be legally bound, BROKER and CARRIER agree as follows:

AGREEMENT

1. TERM, Subject to paragraph 12, the term of this Agreement shall be effective when executed by the parties and shall continue in effect for one year from the date of execution. Unless either party gives notice of its intent not to renew the Agreement, it shall automatically renew for successive one-year periods. Provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. BROKER EFFORTS. BROKER agrees to solicit, obtain and arrange for transportation of BROKER's customer's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state, and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of freight, CARRIER is not providing exclusive motor carrier services to BROKER or BROKER's

3. SHIPPING DOCUMENTS. Shipping documents include scale tickets, delivery receipts and/or bills of lading. CARRIER shall ensure that the applicable Bill of Lading contains the name and address of the shipper, the destination address, and consignee name. CARRIER acknowledges that BROKER should not be listed on the bill of lading and that if BROKER is listed on the Bill of Lading as the carrier this will occur for the convenience of the shipper only and CARRIER at all times is the actual carrier of goods and BROKER'S role is limited to arranging for



CARRIER may not subcontract any portion of the performance of this Agreement. No amendment or modification or waiver of the terms of this Agreement shall be binding unless in writing and signed by agents of the PARTIES with express authority to agree to such terms.

16. **SEVERABILITY/SURVIVABILITY**. In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

17. **INDEPENDENT CONTRACTOR**. It is understood between BROKER and CARRIER, that neither is an agent for the other and each shall remain at all times independent of the other. BROKER does not exercise or retain any control or supervision over CARRIER, its operations or employees. CARRIER shall at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expense related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel.. CARRIER shall have the full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, including but not limited to not limited to IFTA fuel 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 performed hereunder. CARRIER's employees are not authorized to represent themselves as agents of BROKER.

18. **NONWAIVER**. Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred, and no course of performance or course of dealing between the parties shall thereby arise.

19. **NOTICES**. Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)
FREIGHT FAN LLC

Attn: _____
18125 Roy St. Unit# 5105
Lansing, Illinois 60438
Phone: 708-325-6738

(CARRIER) Name: _____

Attn: _____
Address: _____

Phone: _____
Fax: _____



agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

FREIGHT FAN LLC
BROKER

Signed

Printed

Title

Name: _____
CARRIER

Signed

Printed

Title



NEW CARRIER SUBMISSION

OTR Client (**Broker**):-----

Carrier Name: -----

MC#: -----

OR

DOT#: _____

Billing Address: -----

City: ----- State: ----- Zip: -----

Email: -----

Phone#: -----

PREFERRED METHOD OF PAYMENT (PLEASE CHECK ONE)

ACH Regular Pay

ACH 2-Day Quick Pay (___%)

Comcheck 2-Day Quick Pay (____%)

Factoring Company -----

**Please attach Void Check, ACH Authorization Form or Notice of Assignment and Payment Instructions. I hereby authorize OTR Solutions to initiate credit entries and to initiate, if necessary, debit and adjustments for any credit entries in error to my account indicated.*

Please note: Prior to funding a new carrier this form must be completed and submitted to OTR Solutions.

Please return this document and any additional forms to the email below.

EMAIL: NEWCARRIER@OTRSOLUTIONS.COM

Request for Taxpayer Identification Number and Certification

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

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

| | | | | | | |
|--|---|--|--|---|---------------------------------------|--|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | | | | |
| | 2 Business name/disregarded entity name, if different from above | | | | | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | | 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) ▶ _____ | | | | | Exemption from FATCA reporting code (if any) _____ |
| | 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. | | | | | <small>(Applies to accounts maintained outside the U.S.)</small> |
| | <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.

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.

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|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | - | | | | |
| 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.

| | | |
|------------------|----------------------------|--------|
| 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.