

## CARRIER CHECKLIST

The following documentation is required for qualification as  
a FarMore Transportation Services, Inc. Carrier

- ✓ Signed Carrier check list
- ✓ Complete Carrier Profile
- ✓ Copy of Operating Authority and Safety Rating
- ✓ W-9
- ✓ Signed Carrier and Broker Agreement
- ✓ Certificate of Liability Insurance including \$1,000,000.00 in Automobile Liability, minimum \$100,000.00 in Cargo Liability, and Workers Compensation coverage per the statutory requirements of your state.  
FarMore Transportation Services, Inc., listed as additional insured:  
FarMore Transportation Services, Inc.  
P.O. Box 77760  
Corona, CA 92877  
*Insures affording coverage must have an A.M. Best rating of B+*
- ✓ If you factor include a copy of your factoring letter.
- ✓ Completed ACH Authorization if opting to be paid electronically
- ✓ Complete Quick Pay application (there is a fee of 2% or \$25.00 whichever is higher)*optional*

**Payment Policy:** Standard payment terms are 15 days, providing the invoice includes the following.

1. Invoice must have distinct invoice number
2. Invoice must have FarMore load number
3. Signed Load Confirmation
4. Documentation for any accessorials
5. Copy of the signed Bill of Lading or Delivery receipt (sometimes originals must be provided the carrier will be notified on the Load Confirmation)
6. No notice of claim has been filed
7. Invoices and supporting documents can be faxed to 951-340-2088 or e-mailed to: [payme@farmoretransportation.com](mailto:payme@farmoretransportation.com)

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Print and Sign

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Date

Please forward us this information as soon as possible so that we can start tendering you loads.

**Fax 951-340-2088**

**email: [carriers@farmoretransportation.com](mailto:carriers@farmoretransportation.com)**

## CARRIER PROFILE

### Contact Information

Carrier legal name			
Carrier DBA name			
Physical address	city	state	zip
Mailing address	city	state	zip
Contact Name	Title	Email	
Phone#	Toll Free#	Fax#	
MC#	DOT#	SCAC	CSA EIN#
Operations Email		Website	

### Payment Information

Name as it appears on invoice			
Remittance Address	city	state	zip
Contact Name	title	email	
Phone#	Toll Free#	Fax#	
How would you like to receive your remittance ?	Check /ACH	(If ACH is selected please attach ACH authorization)	
Are you interested in our QuickPay Program ?	yes / no	(If yes please attach Quick Pay application)	
Do you currently factor your invoices?	Yes / no	(If yes please provide a copy of your factoring letter)	

### Equipment Types

### Service Area

### Certifications

Equipment Types	Qty	Length	Axles	Service Area	Certifications
Please Indicate				Please Indicate with <input checked="" type="checkbox"/>	HAZMAT Certified <input type="checkbox"/> yes <input type="checkbox"/> no
Van				All 48 States	ACE Enabled <input type="checkbox"/> yes <input type="checkbox"/> no
Reefer				Canada	C-TPAT Member <input type="checkbox"/> yes <input type="checkbox"/> no
Container				Mexico	TWIC Cardholder <input type="checkbox"/> yes <input type="checkbox"/> no
Flat				Only Intrastate Hauling	TSA Registered <input type="checkbox"/> yes <input type="checkbox"/> no
Stepdeck				<b>Special Services</b>	<b>Other</b>
Doubledrop				Teams	
Lowboy				Rail Drayage	
Straight Truck				Port Drayage	
Cube Truck				LTL	
Cargo Van				Expedited Ground	
Tanker				Air Freight Cartage	

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <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 Line 1 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.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

**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.

<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.

### 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## CARRIER AND BROKER AGREEMENT

This **AGREEMENT** is made this date of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, herein referred to as **CARRIER**, and **FARMORE TRANSPORTATION SERVICES, INC., (FMTP)** herein referred to as **BROKER**.

(1) **WHEREAS, CARRIER** is a motor carrier of property duly authorized by the DOT under Permit No. MC-\_\_\_\_\_ to provide compensated contract carriage of property for shippers (sometimes herein “consignors”) and receivers (sometimes herein “consignees”) of regulated and non-regulated property, and provides transportation services and related services in the U.S. which are designed to meet distinct needs of shippers and receivers served under contracts of carriage; and

(2) **WHEREAS, BROKER** is a transportation broker, duly authorized by the DOT under License No. **MC-434520-B** to arrange for the transportation of property by contract motor carriers on behalf of shippers and receivers; and,

(3) **WHEREAS, BROKER**, as an independent contractor, serves many shipper customers and receiver customers on a continuing basis, which customers have individually and/or collectively varying and distinct transportation needs for shipments between and among various geographic points throughout the U.S. and Canada which from time to time require dedication or assignment of motor vehicles and refrigerated, containerized, bulk and other specialized equipment, and require specialized services including short notice driver/equipment availability, driver loading/unloading/counting requirements, loading/delivery scheduling, detention, overnight and weekend layover, LTL/TL or LCL/CL service, variable traffic/shipment levels, protective service, stops in transit, direct dispatch, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers, priority traffic and expedited service, and special credit and payment terms, for which reasons **BROKER**, both for itself and for its customers, has unique, distinct and continuing transportation service needs and must necessarily also enter into similar pattern agreements with more than one motor carrier in order to serve those transportation service needs from origins to destinations throughout the U.S. And Canada, all of which form an integral part of the **BROKER'S** customer base of shippers, receivers and motor carriers; and,

(4) **WHEREAS, CARRIER** recognizes the special, distinct, varying and continuing transportation needs of **BROKER** and its customer base of shippers and receivers, and in order to serve a portion of those transportation needs. **CARRIER** desires to provide contract carriage and related services to **BROKER** under a continuing agreement designed to meet the said needs as part of a program of transportation services arranged by **BROKER** between many shipper, receiver and motor carrier customers; and,

(5) **WHEREAS, CARRIER** acknowledges that as a single motor carrier it cannot reliably and continually serve the entire range of **BROKER'S** customers transportation service needs, and in the aggregate motor carrier agreements can and do serve all of **BROKER'S** customer base, and that this **AGREEMENT** may be one of a number of such continuing agreements; and,

(6) **WHEREAS, BROKER** and **CARRIER** understand that this **AGREEMENT** does not bind them to mutually exclusive services to each other, and that **BROKER** will enter into similar agreements with other carriers, and **CARRIER** will enter into similar agreements with other brokers and/or shippers; and,

(7) **WHEREAS, BROKER** and **CARRIER** mutually desire to enter into a continuing agreement for the transportation and service of regulated property as permitted by **49 USC 14101(b)**, and for the transportation and service of non-regulated property as well;

NOW, THEREFORE, in consideration of the mutual promises contained herein, **BROKER** and **CARRIER** agree as follows:

**EFFECTIVE DATE AND TERM**

(8) This **AGREEMENT** is to become effective on the date first written above, or to the extent applicable, upon the date which **CARRIER** and **BROKER** commenced doing business together, whichever is earlier, and shall remain in effect for a period of one year from such date, and shall automatically renew from year to year thereafter, subject to the right either party to terminate this **AGREEMENT** at any time upon thirty (30) days advance written notice to the other party.

**SCOPE OF AGREEMENT-LOAD CONFIRMATIONS**

(9) This being an **AGREEMENT** for the carriage, and all doctrines and principles of common carriage shall not apply. This **AGREEMENT** shall govern any and all shipments tendered to **CARRIER** by **BROKER** and accepted by **CARRIER**, whether regulated or non-regulated property, and whether in interstate or intrastate transportation. Any rates, charges, pricing, classifications and/or rules relating to transportation charges and/or accessorial charges as set forth in tariffs or other forms of price schedules file or published by **CARRIER**, whether or not such filing or publication is private or public, and whether or not **BROKER** or shipper requests a copy of such tariff or price schedule prior to any shipment transported under the **AGREEMENT**, shall not apply to any such shipment unless such information is specifically and incorporated into the written Load Confirmation concerning the subject shipment. As permitted by **49 USC 14101(b)**, the parties expressly waive any and all rights or remedies they may have in connection with claiming a rate, charge or fee which is different from the rate, charge or fee established in this **AGREEMENT**. As used in all sections of this **AGREEMENT**, the word “**AGREEMENT**” includes the written Load Confirmation for each respective shipment.

(10) Upon **BROKER'S** tender of a shipment to **CARRIER** and **CARRIER'S** acceptance of such tender, **BROKER** shall prepare and transmit to **CARRIER** via fax or other electronic transmission, a written instrument referred to as a “Load Confirmation” which shall contain the identity of the motor carrier, the agreed charges to be paid to **CARRIER**, the shipper's pick-up point(s), the destination(s) of the shipment, whether or not the load is “dry” or “refrigerated”, and if refrigerated, the required temperature to be maintained. The Load Confirmation may also include additional information and provisions applicable to the particular shipment and/or to shipments in general. **CARRIER** shall sign and return the Load Confirmation to **BROKER** prior to the loading of **CARRIER'S** truck.

**STATUS OF PARTIES**

(11) The relationship of **CARRIER** to **BROKER** and **CARRIER** to **SHIPPER** shall, at all times, be that of an independent contractor. Nothing herein shall be construed as establishing an agency, partnership, joint venture, hiring or any form of employer-employee relationship between **BROKER** and **CARRIER**. Neither party shall be responsible for any debts, obligations or liabilities incurred by the other in performance of its business activities, except as expressly provided herein. Notwithstanding the foregoing provisions, **BROKER** shall be the agent for the **CARRIER** for the limited express purpose of billing and collecting transportation charges and related charges from shippers and receivers, and **CARRIER** hereby appoints **BROKER** as its agent for such express and limited purpose. **CARRIER** shall not look to **SHIPPER** and has no right of actions against **SHIPPER** for compensation due **CARRIER** for services provided under this contract.

**BROKER'S OBLIGATIONS TO CARRIER & PAYMENT PROVISIONS**

(12) **BROKER** shall diligently solicit, obtain and maintain customers having property in need of transportation. To facilitate **BROKER'S** solicitation and arrangement of shipments and **CARRIER'S** performance under this **AGREEMENT**, **BROKER** shall have the right to disseminate to any customer or to any third parties such information concerning **CARRIER'S** status and operations as **BROKER** may deem appropriate. **BROKER** shall tender to **CARRIER** for transportation multiple truck loads of customer property on a continuing basis during each year this **AGREEMENT** remains in effect. Such tenders may be verbal (by specific telephone communication), or written (by specific fax or email communication), or electronic (by general posting of offerings of available loads on **BROKER'S** website [www.farmoretransportation.com](http://www.farmoretransportation.com) and/or on truck stop monitors through load posting services). **CARRIER** is free to accept or reject such tenders. **BROKER'S** obligation to tender loads shall cease if **CARRIER** is in default under this **AGREEMENT**.

(13) **BROKER** shall pay **CARRIER** for the transportation of property under this **AGREEMENT** in accordance with the shipping rates and charges as established herein, said payment to be made not later than fifteen (15) days from receipt by **BROKER** of **CARRIER'S** uncontested invoice and documentation of proof of delivery covering such transportation and services.

\_\_\_\_\_  
Initial and Date

(14) If, after **BROKER** has paid **CARRIER** as specified above, the shipper or other party responsible for payment of transportation and related charges defaults on its obligation to pay **BROKER**, or comes under the protection of the bankruptcy court, then **CARRIER** agrees to transfer to **BROKER**, by written assignment, all of **CARRIER'S** right, title and interest in such charges, in order to facilitate **BROKER'S** efforts at collection and recovery from the shipper or other responsible party.

(15) **BROKER** shall maintain a surety bond (or cash equivalent) on file with the FMCSA in the form and amount required by that agency's regulations.

#### **CARRIER'S OBLIGATIONS**

(16) Subject to the availability of suitable equipment for the property tendered for transportation, and subject to the specific shipment instructions, **CARRIER** shall provide motor transportation services for the property, including, as applicable, those specialized services described in Section(3) herein above, and shall bill all charges for such services directly to **BROKER**. **CARRIER** shall provide **BROKER** with copies of signed Bills of Lading and/or delivery receipts as evidence of such services.

(17) **CARRIER** shall issue a Bill of Lading by reviewing and signing it at the shipper's loading point, verifying the kind, condition and numerical quantity of the property being received by **CARRIER**. **CARRIER** acknowledges and agrees that if the shipper has prepared the Bill of Lading and has inserted, for shipper's convenience and reference, the **BROKER'S** name on the Bill of Lading as the "motor carrier", such mischaracterization shall not change **BROKER'S** status as a transportation broker, nor shall it change **CARRIER'S** status as motor carrier. This provision shall not prevent the **CARRIER** from preparing and issuing the Bill of Lading if the shipper has not prepared it.

(18) **CARRIER** shall assume full and complete responsibility and liability for any and all loss and/or damage to, or delay of, any shipment of property while in the possession or control of **CARRIER**, provided, however, that when the terms and conditions specified in this **AGREEMENT** are different from the terms and conditions contained in the Bill of Lading, then the terms and conditions of this **AGREEMENT** shall prevail. The liability under this **AGREEMENT** for lost, damaged, delayed, spoiled, destroyed or otherwise undelivered property shall be for the full value of the property, meaning its replacement cost as established by trade or other invoice documentation, plus any additional transportation costs and related charges that may be required.

(19) **CARRIER**, at its sole cost and expense, shall furnish suitable and appropriate equipment required for transportation and services hereunder, which equipment shall be clean and odor-free condition, and in good repair and working order. **CARRIER** shall employ only competent and properly licensed personnel who shall be well-trained in the care and safety procedures applicable to shipments being handled and transported.

(20) **CARRIER** shall not cause or permit any shipment tendered hereunder to be double-brokered, sub-brokered or transported by any other motor carrier, or in substituted service by railroad or other modes of transportation without **BROKER'S** express written consent previously obtained. If **CARRIER** breaches this provision of this **AGREEMENT**, then: a) **BROKER** shall not be obligated to make payment for the shipment to **CARRIER**, but may instead pay the charges for the shipment directly to the delivering carrier; and b) **CARRIER** shall jointly and severally liable with the delivering carrier for any claims arising from such shipments.

(21) **CARRIER** shall at all times comply with all applicable DOT/FMCSA laws and regulations and any other federal, state and local laws, regulations and ordinances applicable to the operations of a motor carrier whether or nor **CARRIER** has received a safety rating by FMCSA. Upon being rated **CARRIER** shall maintain a "Satisfactory" safety rating issued by the FMCSA, and will notify **BROKER** immediately, in writing if its safety rating is changed to "Conditional" or "Unsatisfactory". **CARRIER** shall also notify **BROKER** immediately, in writing, if its Operating Authority is suspended, revoked, or rendered inactive for any reason. **CARRIER** shall also notify **BROKER** immediately, in writing, if any of its insurance coverage required under this **AGREEMENT** is threatened to be or is suspended or canceled for any reason. No portion of any payment made by **BROKER** to **CARRIER** shall be used as a bribe, rebate or political influence, or in violation of applicable foreign exchange control regulations, tax laws or regulations, or other laws or regulations of any applicable jurisdiction, and that any such use of funds paid to **CARRIER** by **BROKER** shall be grounds for **BROKER** to immediately terminate this Contract.

(22) **CARRIER** shall comply with the financial responsibility requirements of federal and state departments and agencies through which it is regulated and authorized to operate, including the assumption of full responsibility for all State and Federal taxes and assessments arising out of the transportation service provided herein. **CARRIER** shall maintain primary cargo insurance in an amount of no less than one hundred thousand dollars (\$100,000.00) in order to compensate **BROKER**, shipper, consignee and/or beneficial owner for any and all loss or damage to property which was placed in possession and control of **CARRIER**. **CARRIER** shall also maintain primary auto liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connection with transportation services under this **AGREEMENT**, but in no event in an amount less than one million dollars (\$1,000,000.00) per occurrence. **CARRIER** shall maintain all legally required worker's compensation coverage for personnel employed by **CARRIER** in connection with its transportation operations and services under this **AGREEMENT**. **CARRIER'S** insurance shall be from a reputable and financially responsible insurance company authorized to do business in all states in which the goods will move and whose most current rating by A.M. Best is a B+ or better. **CARRIER'S** cargo and liability insurance shall comply with USC, CFR, DOT and FMCSA requirements in all respects, with no exclusions, exceptions or restrictions. **CARRIER** agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give **BROKER** written notice thirty (30) days prior to the cancellation of such policies. **CARRIER** shall cause to be furnished to **BROKER**, upon request, copies of insurance policies and Certificate(s) of insurance for both the cargo and the liability risks. **CARRIER** shall endeavor to name **BROKER** as "additional insured" on both cargo and liability policies. No "deductible" amounts shall exceed \$1,000.00. **CARRIER** shall be responsible for direct payment of the deductible amount on any and all claims.

(23) **CARRIER** shall defend, indemnify and hold **BROKER** and its shipper and receiver customers free and harmless from any and all liability and/or claims for loss or damage to any property in the possession and/or control of **CARRIER** in connection with transportation, loading and unloading, and any and all other transportation-related services under this **AGREEMENT**, and any and all liability and/or claims for personal injury or death or property damage arising out of the acts or omissions of **CARRIER** in providing transportation and services hereunder. **CARRIER'S** obligation shall include liability for payment of any and all costs and/or fees incurred by **BROKER** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property damage arising out of transportation operations and services under this **AGREEMENT**. **CARRIER** agrees that its obligation to defend, indemnify and hold harmless the **BROKER** and its shipper and receiver from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this **AGREEMENT** shall survive any termination of this **AGREEMENT**.

#### **FREIGHT RATES/CONFIRMATION IN WRITING**

(24) For all shipments tendered by **BROKER** and accepted by **CARRIER** under this **AGREEMENT**, the rates, charges and fees for the transportation and services for such property shall be reasonable, and shall reflect and be approximately equivalent to the contemporaneously prevailing rates and charges for the same or substantially similar services then being provided by the **CARRIER** and other motor carriers. Such rates and charges may be established or amended verbally ( by telephone or other means) in order to meet specific shipping schedules, but such verbal agreements shall be confirmed by written Load Confirmation as specified in Sections (9) and (10).

(25) **CARRIER** hereby represents to **BROKER** that any and all rates quoted to **BROKER** shall be and shall include the true and accurate rate, classification, rule and practice upon which the quoted rate for the applicable shipment is based. **CARRIER** intends that **BROKER** rely on the foregoing representation. In reliance thereon, **BROKER**, on behalf of its shipper customers, will not request **CARRIER** to furnish a written or electronic copy of **CARRIER'S** rate, classification, rules and practices. **BROKER** will prepare the Load Confirmation based upon **CARRIER'S** representations.

#### **SHIPMENTS PRODUCING CLAIMS, REJECTIONS, ETC.**

(26) When a shipment is partially or wholly refused or rejected by the receiver, or **CARRIER** is unable to deliver it for any reason, **CARRIER** shall notify **BROKER** and the shipper in order to receive disposition instructions. **CARRIER** shall have no right to sell, auction or otherwise dispose of any property subject to this **AGREEMENT** which is undeliverable, without first providing written notice of intent to do so to **BROKER** and to shipper at least 30 days in advance of such sale, auction or other disposition. In the event of any such sale or auction, **CARRIER** shall hold the proceeds thereof in trust for **BROKER** and shipper.

(27) **CARRIER** shall have no right to assert any lien on or against property transported under this **AGREEMENT**. However, should a shipper or consignee notify **BROKER** of any loss or damage to property transported hereunder, **CARRIER** agrees that **BROKER** and shipper or consignee shall have the right to set-off an amount to cover such claim and to deduct and withhold such amount from any payments which may be due to **CARRIER**. **CARRIER** shall not withhold delivery of any freight due to any dispute with **BROKER** or shipper.

(28) In the event of insolvency proceedings being instituted by or against **CARRIER**, the **BROKER**, any agent of **BROKER**, or shipper may immediately enter upon any owned or leased property of **CARRIER** where any cargo, goods, or shipper-owned or leased equipment may be found and take possession of such goods or owned or leased equipment without notice or liability to **CARRIER**.

### NON-SOLICITATION COVENANTS

(29) **CARRIER** and **BROKER** agree that **BROKER**, at great expense and effort, developed a broad customer base of shippers, receivers and vendors that is essential to the successful operations of the **BROKER**. **CARRIER** and **BROKER** agree that disclosure of the identity of one or more of **BROKER'S** said customers to **CARRIER** constitutes valuable consideration. During the term of this **AGREEMENT** and for a period of one (1) year from its termination, **CARRIER** shall not, directly or indirectly, solicit or do business of a transportation or warehousing nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of this **AGREEMENT** unless otherwise agreed by the parties in writing.

(30) Solicitation prohibited under this **AGREEMENT** means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by **CARRIER** for which **CARRIER** does, or did in the past, provide such services for that customer under arrangements first made or procured by **BROKER**. Solicitation includes conduct initiated or induced by **CARRIER**, or accepted by **CARRIER** upon inducement by **BROKER'S** customer.

(31) **BROKER** shall identify its customers to **CARRIER** as each first load from each customer is tendered to **CARRIER**. **CARRIER'S** acceptance of the load will acknowledge that this new customer is a **BROKER** customer. **CARRIER** has ten (10) days after such "first load" is accepted by **CARRIER** to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.

### CONCLUDING PROVISIONS

(32) ENTIRE CONTRACT: The terms and provisions contained in this **AGREEMENT** accurately express and memorialize the complete understanding and agreement between the parties. All prior agreements between the parties, both verbal and written, are entirely superseded by this **AGREEMENT**.

(33) FORCE MAJEURE: In the event that either party is prevented from performing its obligations under this **AGREEMENT** because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, Acts of God, acts of lawful authorities, fire, strikes, lockouts, or other labor disputes, and that the parties have taken all reasonable action to prevent being impacted by such occurrence, such failure to perform shall be excused for the duration of such occurrence.

(34) GOVERNING LAW, JURISDICTION, AND VENUE: The provisions of this **AGREEMENT** will be construed and enforced according to California law to the extent that California law does not conflict with applicable Federal regulatory laws. All controversies and claims arising under this **AGREEMENT** shall be brought to Riverside County, California District Court, except for those matters which are exclusively reserved to Federal court jurisdiction, in which event such controversy shall be brought in the Federal District Court having jurisdiction over Corona, California. Notwithstanding the provisions of this paragraph, at the sole option of **BROKER** any controversy arising out of or relating to this **AGREEMENT** may be submitted to arbitration with the American Arbitration Association.

(35) ATTORNEY FEES: In the event of any litigation the parties concerning their respective rights and obligations under this **AGREEMENT**, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees in addition to all other monetary relief it is entitled to receive, including interest and court costs.

(36) AMENDMENTS: This **AGREEMENT** may not be amended except by a subsequent written instrument signed by both parties.

(37) WAIVERS: Waiver by either party of any failure to comply with any provision of this **AGREEMENT** by the other party shall not be construed as or constitute a continuing waiver of any other breach of or failure to comply with any other provision of this **AGREEMENT**.

**(38) ASSIGNMENTS AND DELEGATIONS PROHIBITED:** Except as otherwise provided herein above, both parties are expressly prohibited from assigning any of their rights or delegating any of their obligations under this **AGREEMENT** to any third parties (such as sub-haulers, sub-brokers and any other form of substituted person or entity), unless the express written consent to such assignment or delegation is first obtained from the other party.

**(39) BINDING EFFECT:** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the parties and their representatives, successor and authorized assigns.

**(40) SEVERABILITY:** If any provision of this **AGREEMENT** is determined by a court of competent jurisdiction to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid provision shall be severed from this **AGREEMENT**; however, such determination shall not affect the validity of any other provisions of this **AGREEMENT**.

**(41) AUTHORITY OF REPRESENTATIVES TO BIND PARTIES:** It is agreed and warranted by the parties that the persons signing this **AGREEMENT** respectively for **CARRIER** and **BROKER** are authorized to sign this **AGREEMENT** and to fully bind the parties to the terms of this contract. No further proof of authorization is or shall be required.

**(42) COUNTERPARTS AND PHOTOCOPIES:** This **AGREEMENT** may be executed in any number of identical counterparts and each such executed counterpart shall be deemed a duplicate original hereof. Photocopies and fax copies which are certified to be true copies of the original shall also be deemed to be duplicate originals hereof.

**(43) NOTICES:** Any notices required or permitted to be given under this **AGREEMENT** shall be in writing and shall be sent by first class mail and/or by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously faxed notices shall be likewise transmitted to the facsimile numbers shown below.

IN WITNESS WHEREOF the parties have executed this **AGREEMENT** on the date written at the top of page 1.

**BROKER**

FarMore Transportation Services, Inc.

1240 E Ontario Ave #322

PO Box 77760

Corona, CA 92877

Fax No. 951-340-2088

Tax I.D. Number

Kevin Aubel, Secretary/owner  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CARRIER**

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

\_\_\_\_\_  
Address of Principle Office

\_\_\_\_\_  
City, State, Zip code  
Fax No. \_\_\_\_\_

\_\_\_\_\_  
Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX A**

**EXTRA REQUIREMENTS FOR HAZARDOUS MATERIALS SHIPMENTS**

For any shipment arranged by **BROKER** to be transported by **CARRIER** involving transportation of hazardous materials or waste requiring vehicle placarding under **49 CFR Part 172**, or any amendment, revision or other applicable regulation, the parties agree the following provisions shall apply, in addition to provisions in the **CARRIER AND BROKER AGREEMENT**, to which this Appendix is attached:

(1) **CARRIER** also represents and warrants it holds all Federal and/or state permits and registrations necessary to transport the hazardous materials or waste, and **CARRIER** shall provide **BROKER** copies of all appropriate documents upon **BROKER'S** request.

(2) **CARRIER** also represents and warrants all **CARRIER'S** drivers transporting hazardous materials or waste (a) are properly trained and qualified under all applicable Federal and state laws, including, as example, **49 CFR §§ 172.700 and 177.800**, and (b) have the proper endorsements on their Commercial Driver's License to transport such shipments.

(3) **CARRIER** shall comply with all Federal, state, and local laws regarding the transportation of hazardous materials or waste, including, as example, **49 CFR 172 and 397**.

(4) If **CARRIER** is requested to transport hazardous materials or waste for which **CARRIER** must maintain One million dollars (\$1,000,000.00) liability coverage under **49 CFR §387.9**, **CARRIER** shall procure and maintain, at its sole expense, public liability and property damage insurance from a reputable and financially responsible insurance company authorized to do business in all states in which the goods will move and whose most current rating by A.M. Best is a B+ or better insuring **CARRIER** for at least One million dollars (\$1,000,000.00) per occurrence. Such insurance shall name **CARRIER** and **BROKER** as additionally insured for any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release or discharge of a hazardous substance, arising out of or in any way related to **CARRIER'S** transportation.

(5) By signing below **CARRIER** specifically acknowledges that this Appendix A is a part of the **CARRIER AND BROKER AGREEMENT** to which it is attached and is fully enforceable against **CARRIER** according to its terms.

**CARRIER**

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

\_\_\_\_\_  
Address of Principle Office

\_\_\_\_\_  
City, State, Zip code  
Fax No. \_\_\_\_\_

Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ACH AUTHORIZATION FORM

I authorize you and the financial institution named below to automatically debit/credit my account (this includes my authorization to reverse any entries made in error (credit). The authority will remain in effect until I give written notice cancel it.

\_\_\_\_\_ Checking      \_\_\_\_\_ Savings

Bank \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Name on Account \_\_\_\_\_

Routing# \_\_\_\_\_

Account# \_\_\_\_\_

Remittances (fax/email) \_\_\_\_\_

As a security option for your protection you may give us a security question and answer.(Optional)

Question: \_\_\_\_\_

Answer: \_\_\_\_\_

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

PLEASE ATTACH VOIDED CHECK HERE

## QUICK PAY INFORMATION AND APPLICATION

With Quick Pay you can receive your payment within 48 hours of submitting your invoice.

**Payment Policy:** Invoices must include the following.

- Invoice must have distinct invoice number
- Invoice must have FarMore load number
- Signed Load Confirmation
- Documentation for any accessorials
- Copy of the signed Bill of Lading or Delivery receipt(sometimes originals must be provided the carrier will be notified on the Load Confirmation)
- No notice of claim has been filed

If you choose to enroll in Quick Pay you must fill out and send in:

- Carrier Reference Page
- Quick Pay discount Agreement
- ACH Authorization

At this time there is a 2% or \$25.00 fee (whichever is higher) for using our Quick Pay program.

There are two ways to receive your payment:

- Electronic Funds Transfer(fill out ACH authorization form)
- Paper Check(sent via U.S. Postal Service)

Invoices and supporting documents can be faxed to 951-340-2088 or e-mailed to: [payme@farmoretransportation.com](mailto:payme@farmoretransportation.com)

**CARRIER REFERENCE & INFORMATION FOR QUICK PAY**

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE# \_\_\_\_\_

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

EMAIL ADDRESS \_\_\_\_\_

FID# \_\_\_\_\_

MC# \_\_\_\_\_

**AUTHORIZED PERSONNEL**

Please list all persons that will have authority on this account. You must include owner or person the name the authority is issued under.

Main Contact \_\_\_\_\_ Title \_\_\_\_\_

Other Contact \_\_\_\_\_ Title \_\_\_\_\_

Other Contact \_\_\_\_\_ Title \_\_\_\_\_

As a security option for your protection you may give us a security question and answer.(optional)

Question \_\_\_\_\_

Answer \_\_\_\_\_

**PAYMENT OPTION(SELECT ONLY ONE)**

\_\_\_\_\_ Electronic Payment via ACH

\_\_\_\_\_ Paper Check via U.S. Postal Service

## QUICK PAY DISCOUNT AGREEMENT

By executing this agreement **CARRIER** is requesting that FarMore Transportation Services, Inc. make early payment of freight charges in exchange for a discount of the agreed rates provided for in sections 25 and 26 in the **CARRIER and BROKER AGREEMENT**.

Upon final completion of the load, and after providing the necessary documents to confirm completion of **CARRIER'S** responsibilities without loss or damage, FarMore agrees to pay to **CARRIER** the amount of the freight bill as confirmed by FarMore, less a discount of 2% or \$25 whichever is higher. Upon receiving the necessary documents, FarMore will make payment within the next two business days, in a manner designated by **CARRIER**, which may consist of (a) electronic funds via a ACH transfer or (b) paper check sent via U.S. Mail or (c) any other method that may be agreed between FarMore and **CARRIER**.

**CARRIER** shall provide FarMore with written payment instructions on the form FarMore provides, and agrees to hold FarMore harmless from any claims or damages that may arise from payment by FarMore according to **CARRIER'S** instructions. **CARRIER** understands and agrees that it may take up to 10 business days from the execution of this Quick Pay Discount Agreement to begin processing of the initial Quick Pay payment.

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

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

Sign: \_\_\_\_\_

Title \_\_\_\_\_

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

## ACH AUTHORIZATION FORM FOR QUICK PAY

I authorize you and the financial institution named below to automatically debit/credit my account (this includes my authorization to reverse any entries made in error (credit). The authority will remain in effect until I give written notice cancel it.

\_\_\_\_\_Checking      \_\_\_\_\_Savings

Bank\_\_\_\_\_ Phone\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_

Name on Account\_\_\_\_\_

Routing#\_\_\_\_\_

Account#\_\_\_\_\_

Remittances (fax/email)\_\_\_\_\_

Name and Title\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

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PLEASE ATTACH VOIDED CHECK HERE