



**PO BOX 9066
Brooks, OR 97305**

www.trans-proinc.com

PHONE: 503-463-1422 FAX: 503-856-8333

FREIGHT BROKERAGE FIRM
ICC MC # 293801

WE ARE IN THE CORELOGIC “GOLD BOOK”

PLEASE PROVIDE THE FOLLOWING INFORMATION SO THAT WE CAN SET UP OR UPDATE YOUR FILE. PLEASE FAX IMMEDIATELY UPON RECEIPT. THANKS!

_____ PHONE # _____ FAX # _____

_____ FEDERAL TAX ID NUMBER _____

_____ SIGNED CONTRACT BETWEEN CARRIER & TRANS-PRO, INC.

_____ CERTIFICATE OF LIABILITY INSURANCE (\$1,000,000 MINIMUM)
TRANS-PRO, INC. NAMED AS ADDITIONAL INSURED

_____ CERTIFICATE OF CARGO INSURANCE (\$100,000 MINIMUM)
TRANS-PRO, INC. NAMED AS ADDITIONAL INSURED

_____ COPY OF ICC OPERATING AUTHORITY

NUMBER OF TRUCKS BY TYPE

_____ DRY VAN SIZE _____

_____ REEFER SIZE _____

_____ FLATBED SIZE _____

_____ OTHERS (PLEASE EXPLAIN) _____

AREAS OF OPERATION

_____ WEST COAST

_____ ALL 48 STATES

_____ OTHER (PLEASE EXPLAIN) _____



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COMPANY INFORMATION

ADDRESS:

PO BOX 9066
BROOKS, OR
503-856-8333

E-MAIL:

transpro@trans-proinc.com

FEDERAL TAX ID NUMBER:

93-1173950

BROKER MC NUMBER:

293801

SCAC CODE:

TPRJ

TRADE REFERENCES:

AMERICAN TRANS.
PO BOX 732130
Puyallup, WA
800-635-2291

STERLING TRANSPORTATION
PO BOX 176
REDMOND, OR
800-627-5123

MEMBER OF:

EPA Smart Way Transport Partnership

TRANSPORTATION MANAGER: Jeremy Shrock

TRANSPORTATION MANAGER: Paul Anderson

ACCOUNTS MANAGER: Shaunna Raymond



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BROKER AGREEMENT

This Agreement made this _____ day of _____, 20____ by and between _____ hereinafter to as CARRIER and TRANS-PRO, INC.; hereinafter referred to as BROKER.

WITNESSETH

WHEREAS, Carrier is duly authorized by the Interstate Commerce Commission to engage in operations in interstate and foreign commerce as a Contract Carrier, by motor vehicle, over irregular routes, in License No. MC _____ desires to participate in the transportation of such freight as is tendered to Carrier by Broker, and

BROKER is a duly licensed Motor Carrier Broker, licensed to arrange for the transportation of property by license 293801 (a copy of which license is attached hereto and made a part hereof,) and controls the transportation of the commodities to be tendered to CARRIER, not therefore agree as follows:

1. BROKER agrees to offer shipment and CARRIER agrees to transport by motor vehicle from and to such points between which service may be required such quantities of authorized commodities as the BROKER may require, subject to the availability of suitable equipment.
2. BROKER agrees to tender to CARRIER for shipment a multiple quantity of loads per year for each year this Agreement remains in effect.
3. SUCH transportation to be accomplished in accordance with the rates and charges and other provisions as set forth in Carriers schedule of Actual Rates and Charges, a copy of which is attached hereto and marked as Appendix A. If no schedule of Actual Rates and Charges is attached to this Agreement, or is such Schedule does not apply to some or all of the movements performed under this agreement, it shall be presumed that the rate for such shipments has been negotiated and agreed to verbally, and Carrier's invoice to Broker shall be conclusively presumed to reflect the agreed rate unless Broker notified Carrier in writing within fifteen (15) days of Broker's receipts of Carrier's invoice of any claimed errors in the invoice.



4. CARRIER authorized Freight Broker to invoice Shipper, Receiver, Consignor, or Consignee for freight charges as agent for and on behalf of carrier. Payment of the freight charges to Freight Broker shall relieve Shipper, Receiver, Consignor, or Consignee of any liability to the Carrier for non-payment of charges.
5. RATES may be established or amended verbally in order to meet specific shipping schedules as mutually agreed.
6. CARRIER shall maintain public liability, property damage and cargo insurance at all times, with at least the minimum coverage of \$100,000 cargo insurance & \$1,000,000 combined single limit liability as well as property damage insurance per incident of each vehicle. CARRIER will provide BROKER with a certificate of insurance. CARRIER reflecting the required coverage and naming the BROKER as an additional insured.
7. CARGO shall be picked up at point(s) of destination and delivery shall be made by CARRIER as specified in the Bill of Lading or other shipping documents, which shall be picked up with the cargo transported and shall be completed upon the delivery at point of destination to reflect the fact of delivery. CARRIER shall provide a completed Bill of Lading to BROKER accompanying the freight bill. Each Bill of Lading and freight bill shall contain the dispatch number assigned to each shipment by BROKER at time of dispatch. Any paperwork not sent into the BROKER within a six (6) month period of delivery will no longer be considered for payment. CARRIER settlements will be made net thirty (15) days from the point with BROKER receiver original paperwork.
8. UNLESS otherwise agreed to in writing, carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer is loaded. If damages, shortages, or load securing issues (including sealing loads when applicable) of the cargo is not noted and agreed to by the shipper on the bill of lading, then the carrier is responsible/liable for any claims against the freight due to such causes. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this agreement shall be controlled by the terms of this agreement.
9. IN the case of an unsettled claim, all payments from BROKER to CARRIER will be withheld until the responsible party is determined and all parties come to an agreement in writing regarding who is responsible for the claim.
10. IT is understood and agreed that CARRIER and its employees, sub-haulers, lease drivers and the like are not employees of BROKER. CARRIER will provide adequate Workers Compensation Insurance for its employees in accordance with statutory limits and will have its insurance company maintain a certificate of insurance reflecting the required coverage on file with BROKER at all times. Said certificate shall name BROKER as additional Insured.
11. CARRIER agrees to defend, indemnify and hold BROKER and BROKER'S corporate affiliates and their respective officers and employees harmless from and against all claims, liability and expense for loss or damage to property and/or injury to or death of persons including CARRIER'S employees and agents, arising out of, or incident to, or in connection with CARRIER'S performance of this contract.



12. CARRIER shall not subcontract or assign any portion of their duties to transport shipments contemplated by this contract.
13. CARRIER shall file a copy of his ICC permits with BROKER and will keep such filings current. CARRIER specifically warrants that its ICC Authority is sufficient to allow CARRIER to transport all shipments accepted from BROKER to its destination.
14. IN the event CARRIER fails to render service satisfactory to BROKER and/or its customers, BROKER reserves the right to hire other carriers necessary to assure prompt and efficient service to its customers. Nothing contained herein shall limit BROKER'S right to hire additional carriers from time to time as it sees fit at its sole discretion.
15. THE relationship of the CARRIER to BROKER shall, at all times, be that of an Independent Contractor.
16. CARRIER agrees it will support and protect BROKER'S efforts under this contract by refraining from soliciting any customers or shippers of BROKER.
17. THIS contract may be terminated by either party by giving the other thirty (30) day prior written notice of the date of termination. Rights of the parties accrued during the term hereof, shall not be affected by any termination hereof. Any notices given pursuant to this contact shall be deemed to have been received by the other party by the mailing thereof, by Certified Mail, address to such party at the principal business address.
18. THIS contract shall remain in effect until canceled by either party from the date hereof and set forth. Either party has the right to end this agreement and cancel or terminate this contract at any time by a thirty (30) day notice previously stipulated herein.
19. The CARRIER in this agreement agrees to hold harmless and indemnify TRANS-PRO, INC. and any of its affiliates against any award by Worker's Compensation court, similar administrative body, or court of law.
20. Broker agrees to pay CARRIER within twenty-eight (28) days of receipt of original proof of delivery.
21. TRU loads originating in and/or destined for CA must furnish proof of certification and be in compliance with ARBER – ARB's online TRU registration system.
22. Food Safety Modernization Act (FSMA) and the Sanitary Food Transportation Act of 2005 are required and CARRIER is required to adhere to all rules and provisions of these acts. To ensure proper temperature control and cleanliness in the freight practices; Carrier's need to have in place protective procedures and protocols for all loads subject to temperature control. Before taking these types of loads, the carrier should confirm with its drivers the temperature of the load in transit. For temperature sensitive meat, produce or related cargo, the carrier must have in place the procedures to address issues with continuous temperature control and cleanliness practices. Before the equipment is taken to the shipping dock for loading the Carrier must communicate to the driver the freight transit requirements involving temperature control and cleanliness. The carrier must also instruct its drivers to have the trailer washed out and sanitized if the trailer is not visually clean, odor free, or not sanitarily fit for the safe transit of food-grade cargo. The carrier must commit to these procedures that govern the safe, effective transport of such cargo in manners that prevents controllable events of compromising a load

due to temperature or lack of sanitary means. Temperature deviation at the shipper or during the transit stage will render the trailer unfit for a proper temperature-controlled shipment.

Carrier must at all times employ commercially customary and reasonable practices to ensure that temperature controlled food-grade loads are shipped according to the best practice protocol without a preventable incident. Carrier agrees to provide to the Broker and/or the shipping customer evidence of its (1) temperature-controlled readout, (2) trailer cleanliness and (3) related FSMA compliance procedures. Carrier acknowledges that it is in compliance with 21 C.F.R. pt. 1.908, 1.910, 1.912, and with all applicable FMSA regulations. Carrier agrees to secure confirmation from Shipper that any trailer and any loaded cargo contents were loaded in a fully sanitary manner per FSMA law and all related regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first herein above written.

ACCEPTED & AGREED

ACCEPTED & AGREED

BROKER

CARRIER

By: _____

By: _____

Date: _____

Date: _____



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TRAILER SEAL SECURITY AGREEMENT

I agree to do the following conditions to insure food safety during the Transportation of all loads for Trans-Pro Inc.

1. The trailer doors must be sealed after loading by the shipper with a seal that has an identification number that matches the number on the bill of lading.
2. The seal will remain intact at all times during the transportation of the load.
3. The seal will be broken ONLY when instructed by the consignee. The Consignee must write "SEAL INTACT" on the bill of lading.
4. If the load is temperature controlled, driver agrees to maintain temperature requirements per instructions at all times during the transit of the load.

Cargo claims or damages as a result of failure to perform these duties will result in charges being passed on to the carrier or driver responsible for such actions.

Company Representative

Company

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	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 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 instructions for line 1 and 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); 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 on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PM-25
(Rev. 1/95)

SERVICE DATE
September 14, 1995

INTERSTATE COMMERCE COMMISSION

LICENSE

MC 293801 SUB 0 B

TRANS-PRO INC.
Hubbard, OR
Po Box. 444 97032

This license is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

By the Commission.

(SEAL)

VERNON A. WILLIAMS
Secretary



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DO NOT FACTOR YOUR LOADS!

SAVE YOU THE HASSLE!

**WE WILL PAY YOU THE SAME
DAY WE RECEIVE THE ENTIRE ORIGINAL
PROOF OF DELIVERY DOCUMENTS
FOR A 5% FEE**

