



**DEDICATED CARRIERS, INC.**

4627 Town 'N Country Blvd., Tampa, FL 33615 \* (813)884-8466 \* (800)315-9878

**WELCOME**  
**to**  
**DEDICATED CARRIERS, INC.**

The following carrier packet contains all of the information needed to become a core carrier for DCI. The Broker/Carrier Agreement and Carrier Questionnaire need to be completed and returned via fax along with the additional documents shown on the bottom of the Carrier Questionnaire. If you have any questions please do not hesitate to contact your Sales Associate or Tampa CSR.

Tampa CSR's: John Hightower, Kyle Drachbar & Fabian Zamora

Direct Fax #: (813)814-8544

We are glad you are joining us as a carrier partner.



'Home of the 3 - C Guarantee'





## **DEDICATED CARRIERS, INC.**

4627 Town 'N Country Blvd., Tampa, FL 33615 \* (813)884-8466 \* (800)315-9878

Welcome to Dedicated Carriers Inc.!!! We are pleased to partner with you to provide transportation services to our customers.

Dedicated Carriers Inc. is a 3PL and has been in business since 1994. We are committed to building relationships to provide high quality service for our customers through our Core Carrier Base.

Currently, Dedicated Carriers Inc. is headquartered in Tampa, FL and has associates in numerous national offices. Please feel free to contact our CSR team at our headquarters' for assistance in coordinating freight with your available equipment; you may also utilize our website or contact any of our offices directly when looking for freight in other areas. Also enclosed in your welcome packet you will find other helpful documents in relation to payment information and all carrier related items.

Dedicated Carriers Inc. looks forward to doing business with you; please do not hesitate to contact us if you have any questions or if we can be of further assistance. Your success is important to us and we strive to develop a working relationship which is mutually beneficial.

Sincerely,

Michal Gregor  
Carrier Relations  
(800) 315-9878 xt. 318



## **DEDICATED CARRIERS, INC.**

4627 Town 'N Country Blvd., Tampa, FL 33615 \* (813)884-8466 \* (800)315-9878

### **Guaranteed Payment Program**

Dedicated Carriers Inc. is proud to inform you that we are members with the Transportation Intermediaries Association (TIA) and Avalon Risk Management in a highly exclusive program known as the Guaranteed Payment Program (GPP). TIA members are dedicated to the highest level of ethics and adopt strict best practices by adhering to the Platinum Performance Program (P3).

**Dedicated Carriers Inc. has coverage of \$100,000.00 through the GPP program and is 1 of only 30 in the World to carry this additional coverage which is less than 1% of Brokers, Forwarders, & other 3PLs.**

**Q: What is the GPP?**

A: The GPP is a program that offers a competitive advantage to transportation brokers by providing a guarantee of freight payment to carriers, shippers and other third-party logistics providers in excess of the \$10,000 bond required by the Federal Motor Carrier Safety Administration (FMCSA) to conduct business. This bond is not intended to pay cargo claims.

**Q: Why is this excess coverage important?**

A: Consider the below claim situation where a licensed property broker defaulted on payments to multiple carriers resulting in claims from both the shipping and trucking community:

A property broker is forced to close his business because of mismanaged funds. Within several months, almost 300 claims were filed against the property broker's \$10,000 FMCSA bond. The claims totaled \$1.3 million and were paid on a pro-rata distribution basis. Claimants waited almost nine months before receiving a payment of only pennies on the dollar.

Property brokers that maintain a larger bond amount demonstrate stronger financial backing and a commitment to the shipping and carrier community. Already, the credit agency that provides ratings to the three largest freight boards provides a higher rating to GPP bond holders.

**Q: Who is eligible for participation in the GPP?**

A: Participants must be a TIA member and join the TIA Platinum Performance Program (P3) – a contractual best practices agreement for transportation companies who want to achieve a superior level of customer service and performance. The P3 adds a higher level of trust to the broker/forwarder-motor carrier relationship, and the GPP enhances the relationship even further.

Applicants must also obtain the required \$10,000 financial guarantee from AMTEX, a division of TIA Services Corporation. A GPP application must be completed, along with a signed indemnity agreement. A financial and insurance review will be conducted to determine a company's qualifications for the options of the \$15,000 or \$90,000 additional bond limit. A company's financial strength and their exposure to business risks are considered in the underwriting process. Underwriters look for tangible net worth coupled with sustainable cash flow. Risk is assessed based on an applicant's business risk, size and how well this risk is mitigated through the use of insurance.

**Q: What does this mean for you?**

A:

- Peace of mind that the 3PL is part of the industry's elite.
- Peace of mind that the broker/ 3PL adheres to the strict TIA Code of Ethics and best practices doctrine.
- Peace of mind that the broker/3PL has a guarantee bond up to \$100,000.
- Peace of mind from increased bond payments to carriers.
- 

\*\*\*We can supply our Certificates upon request\*\*\*



## DEDICATED CARRIERS, INC.

4627 Town 'N Country Blvd., Tampa, FL 33615 \* (813)884-8466 \* (800)315-9878

**Attention:** Accounts Receivable / Billing Department

**Subject:** Payment Terms, Invoicing Procedures, & Quick Pay Options

Dear Valued Carrier;

Dedicated Carriers Inc. standard payment terms are 30 days from the receipt date of the invoice, all proper bills of lading with their signatures, and the rate confirmation. All paperwork received is date stamped to ensure accuracy of the aging process.

In our efforts to convert over to a paperless system, we have enacted various procedures which can tremendously benefit both your company and ours. To help expedite the processing of your invoices, **you can now either fax all required documents or email them directly to us and that invoice(s) will be processed the same day.** This will not only save time with processing your invoice, but also money by not having to pay postage on a constant basis. **We no longer require the original Bill of Ladings via mail, but they must still be legible after they are electronically sent to us.**

**As a reminder to ensure prompt service we need the following legible documents:**

- *The Invoice*
- *All proper Bill of Ladings with signatures*
- *A signed copy of the Rate Confirmation sheet*

Another service that we are offering to you is our Quick Pay Program. With this service, you may elect to receive your invoice payments at a shorter length of time than our standard 30 day policy. This service includes **3 different options:** We can issue your payment check the next business day for a 6% fee, with 7 days for a 5% fee, or a 15 day check at 4% of your invoice amount. For more information and paperwork for our Quick Pay program, please contact me at your convenience.

Upon request, I can set up your company to access your account on our website to view current listings of available loads, retrieve documents, and check payment status and retrieve check numbers on paid checks.

Thank you and we look forward to a successful future with you.

Michal Gregor

*Accounts Payable – Carrier Relations*

**P** (813) 865-6998

**F** (813) 865-6988

mgregor@dedicatedcarriers.com



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# **DEDICATED CARRIERS, INC.**

4627 Town 'N Country Blvd., Tampa, FL 33615 • (813) 884-8466 • Fax (813) 884-8544 • (800) 315-9878

## ***Quick Pay Discount Agreement***

### **THIS FORM CAN ONLY BE COMPLETED BY AN AUTHORIZED AGENT OF THE COMPANY**

By executing this agreement, the carrier listed below requests that Dedicated Carriers, Inc. will make an early payment of freight charges in exchange for a discount off the agreed rate provided in our Confirmation of Contract Carrier Rate Agreement.

Upon completion of the load, and after providing the necessary documents to confirm completion of the carrier's responsibilities without loss or damage, Dedicated Carriers, Inc. agrees to pay to carrier the amount of the freight bill agreed to on the Confirmation of Contract Carrier Rate Agreement, less the discount amount selected below. Payment on all invoices will be made, provided the proper documents have been submitted.

Carrier has the option to select a payment method of either a physical check to be cut and mailed or an electronic payment in the form of a T-Chek to be given to an authorized agent of the carrier on it's scheduled due date for the amount due after the applicable fee for the Quick Pay Program. All payments via T-Chek will be processed directly with the carriers' office personnel; no payment (T-Chek account information) will be given to a driver.

Carrier shall provide Dedicated Carriers with written payment instructions along with their selection of discount plans, and agrees to indemnify and hold Dedicated Carriers harmless from any claims or damages that may arise from payment by Dedicated Carriers according to carrier's instructions. Fee % subject to change without notice.

### **Please select your payment method**

**If you would like an electronic payment via T-Chek (T-Chek code not given to a driver)**

**If you would like a physical check cut and mailed**

### **Please select your discount option**

**Six percent (6%) discount on the gross amount on the invoice**

Payment will be issued within one business day following receipt of the delivery documents.

**Five percent (5%) discount on the gross amount on the invoice**

Payment will be issued within 7 days following receipt of the documents.

**Four percent (4%) discount on the gross amount on the invoice**

Payment will be issued within 15 days following receipt of the documents.

If you have any questions about Quick Pay payments, contact Dedicated Carriers, Inc. accounting department at 800-315-9878 xt. 318.

**Mail with your paperwork or Fax to 813-865-6988.**

Carrier Name \_\_\_\_\_

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

Signature of Authorized Agent (Carrier) \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

People Authorized to be given T-Chek Codes: \_\_\_\_\_

Date \_\_\_\_\_



# DEDICATED CARRIERS, INC.

4627 Town 'N Country Blvd., Tampa, FL 33615 \* (813)884-8466 \* (800)315-9878

## Carrier Questionnaire

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

MC#: \_\_\_\_\_ Fed ID#: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

**\*\*No Fuel Advances will be given until you complete 4 loads\*\***

## Our standard terms are 30 days from receipt of invoice & POD.

Are you interested in Early Pay (Quick Pay Program)? Yes \_\_\_\_\_ No \_\_\_\_\_

(All forms for D.C.I. are available at: [www.dedicatedcarriers.com](http://www.dedicatedcarriers.com))

## Equipment (How many of each?)

Vans \_\_\_\_\_ Reefers \_\_\_\_\_ Flatbeds \_\_\_\_\_ Steps \_\_\_\_\_

Teams? \_\_\_\_\_ Are you bonded? \_\_\_\_\_ Haz Mat? Yes \_\_\_\_\_ No \_\_\_\_\_

Preferred lanes: \_\_\_\_\_

\_\_\_\_\_ How often in Florida? \_\_\_\_\_

Satellite ? \_\_\_\_\_ Pagers ? \_\_\_\_\_ Cells ? \_\_\_\_\_

E-Mail your available trucks daily to: [dispatch@dedicatedcarriers.com](mailto:dispatch@dedicatedcarriers.com)

Required Support Documents:

**Authority**

**Surety Bond**

**HazMat Authority** (if applicable)

**W-9** (Fed ID#)

**Satisfactory Safety Rating**

**Insurance:** Minimum requirements

General Liability \$1,000,000

Auto Liability \$1,000,000

Cargo \$ 100,000



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## **BROKER - CARRIER AGREEMENT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Dedicated Carriers, Inc. ("BROKER"), a Registered Property Broker, Lic. No. MC- 282061, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT-\_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

### **1. CARRIER REPRESENTS AND WARRANTS THAT IT:**

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Paragraph.
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.
- G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

- H.
- i. Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for public liability, \$1,000,000.00, and property damage, \$1,000,000.00, or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
  - ii. Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub par i) above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub par i).
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

## **2. BROKER RESPONSIBILITIES:**

- A. **SHIPMENTS, BILLING & RATES:** BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.
- C. **RATES:** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.
- D. **PAYMENT:**
- i. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 60 (business days) advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.
  - ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
- E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$\_\_\_\_\_ and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the

form and amount not less than that required by that agency's regulations.

- F. **BROKER** will notify **CARRIER** immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

### **3. CARRIER RESPONSIBILITIES:**

- A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, **CARRIER** agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for **BROKER** and/or its customers. **CARRIER** will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. **CARRIER** agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. **BILLS OF LADING:** **CARRIER** shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, **CARRIER** shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to **CARRIER**, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. 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. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by **CARRIER**, shall not affect the liability of **CARRIER**.
- C. **LOSS & DAMAGE CLAIMS:**
- i. **CARRIER** shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and
  - ii. **CARRIER**'s liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
  - iii. Special Damages: **CARRIER**'s indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by **CARRIER**, and which shall not be limited by any liability of **CARRIER** under sub par (ii) above.
  - iv. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
  - v. Notwithstanding the terms of 49 CFR 370.9, **CARRIER** shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of **CARRIER** to pay, decline or offer settlement within this 60 day period shall be deemed admission by **CARRIER** of full liability for the amount claimed and a material breach of this Agreement.
  - vi. **CARRIER**'s liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed \$100,000.00 unless **CARRIER** is notified by **BROKER** or Shipper of the increased value 1 day prior to shipment pick up.
- D. **INSURANCE:** **CARRIER** shall furnish **BROKER** with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000.00 (\$\_\_\_\_\_ if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid **CARRIER**'s liability due to any exclusion or deductible in any insurance policy.
- E. **ASSIGNMENT OF RIGHTS:** **CARRIER** automatically assigns to **BROKER** all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from **BROKER**.

### **4. Miscellaneous**

- A. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between **BROKER** and **CARRIER** is that of independent contractor and that no employer/employee relationship exists, or is intended. **BROKER** has no control of any kind over **CARRIER**, including

but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

- B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- C. WAIVER OF PROVISIONS:
- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
  - ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
- D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the (select one): \_\_\_ Transportation Arbitration and Mediation PLLC (TAM), \_\_\_ American Arbitration Association (AAA), \_\_\_ Transportation ADR Council, Inc. (ADR), \_\_\_ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event conducted at the office of the AAA, ADR, DRC or TAM nearest Tampa, FL or such other place further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, shall be in (state)Florida. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling. The arbitration provisions of either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action this paragraph shall not apply to enforcement of the award of arbitration.
- E. NO BACK SOLICITATION:
- i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 18 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.  
(OPTIONAL)
  - ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- F. CONFIDENTIALITY:
- i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
  - ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

- H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).
- I. NOTICES:
- i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
  - ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
  - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- N. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(BROKER)

Authorized Signature:

**Danny Mills**

Printed Name:

**President**

Title:

**4627 Town 'N Country Blvd**

**Tampa, FL 33615**

Company Address:

**800-315-9878**

Phone:

**866-228-1464**

Fax #

**dispatch@dedicatedcarriers.com**

E-mail:

(Carrier)

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

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

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

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

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail: \_\_\_\_\_



*Transportation with Confidence*





# DEDICATED CARRIERS, INC.

4627 Town 'N Country Blvd., Tampa, FL 33615 \* (813)884-8466 \* (800)315-9878

**MC# 282061                      D&B # 95-983-4110                      FED ID# 59-3273969**

**State of Incorporation:** Florida

**Corporate Officer/Owner:** Danny Mills, President

**Business Activity:** Transportation Broker

**Date Established:** 1994

**Headquarters Office:**  
Tampa, FL

**National Offices:**

Cincinnati, OH	Ft. Myers, FL	Odessa, FL
Clearwater, FL	Jacksonville, FL	Orlando, FL
Cloudcroft, NM	Knoxville, TN	Pensacola, FL
El Paso, TX	Miami, FL	Tampa, FL
Forsyth, GA	Mobile, AL	West Palm Beach, FL

**Bank:** Bay Cities Bank, Tampa  
**Contact:** Ryan Ayres – (813) 281-0009

**Credit References:**  
Timco Logistics Systems                      972-351-9565  
Contact Name: Kim Krezman                      972-937-6039-Fax

J B Hunt Transportation                      479-419-3952  
Contact Name: Angel Carthy                      479-820-5510-Fax

Apex Capital                      800-511-6022 xt. 264  
Contact Name: Angie Kille                      817-665-2264-Fax



'Home of the 3 – C Guarantee'



**Request for Taxpayer  
Identification Number and Certification**

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

Name (as shown on your income tax return) Dedicated Carriers, Inc

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee  
 Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.) 4627 Town N' Country Blvd  
 City, state, and ZIP code Tampa, FL 33615

List account number(s) here (optional)

Requester's name and address (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  
5913273969

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 11-19-09

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,