

The following is the Roadmaster Specialized Inc. information packet as requested.

Please sign the transportation contract and fax back to 623-344-1218 with the information listed below:

	Carrier Profile - including Accounts Payable address if different than Carrier's business address
***************************************	Signed Broker Carrier Agreement (3 pages)
	A copy of Carrier's Authority
	Completed and signed W-9 with Carrier's Federal ID # (if no Federal ID#, please provide social security number)
***************************************	Certificate of of Cargo and Liability Insurance listing "Roadmaster Specialized Inc." as certificate holder
	Payment option form marked quick pay or regular 30 day pay
If you hav	e any questions, please feel free to call your dispatcher at anytime
Thank you	for using Roadmaster Specialized Inc. and we look forward to building on our relationship.

Please fax all requested documents to: 623-344-1218



#### **Carrier Profile**

### **Company Information** Company Name: \_\_\_\_\_ Mailing Address: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ MC #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_ Equipment Type: Quantity: Re-occurring Lanes and Frequency: ☐ Flatbed □ Van ☐ Reefer ☐ Stepdeck ☐ RGN Other \_\_\_\_ Hazmat Capability: ☐ yes ☐ no Company Contacts (Name, Phone # and email if applicable) CSR Contact: \_\_\_\_\_ Emergency/After Hours: Load Solicitations: \_ \*please provide an email address to be included on our load offering postings Insurance Contact: \_\_\_\_\_ Phone: \_\_\_\_ Fax: \_\_\_\_ Remit to (if different than above) Factoring Company\*: \_\_\_\_\_ Address: \_\_\_\_\_\_\_

\*please include Notice of Assignment letter from Factor with Carrier signature

#### **Broker - Carrier Agreement**

This agreement ("Agreement") is made theday of	, 20b	y and between
	whose p	orimary location
s at	("Carrier") and	Roadmaster
Specialized, Inc ("Broker") whose primary location is at 17235 N 75	<sup>th</sup> Ave., Ste D175, Glendale AZ 853	808
Roadmaster Specialized,Inc. (MC-754587) is a licensed broker of carrier of property (MC). Broker and Carrier here	property. Carrier is a licensed contr by agree as follows:	ract and/or common

- 1. <u>Carrier Services</u>: Carrier will provide services to Broker as defined by individual "Load Confirmation Agreements" which will be executed from time to time. Carrier agrees to provide equipment and labor and bear all costs of the transportation of property as defined by each Load Confirmation Agreement. Carrier will perform all services as a subcontractor to Roadmaster Specialized, Inc.. Carrier is not an agent of Broker, and the Carrier is not an agent or a contractor for the Shipper, Consignor and/or Consignee of the shipment. All risks and costs associated with the transportation of the load in question are those of the carrier exclusively.
- 2. Insurance: At its own expense, carrier agrees to procure and maintain the following insurance coverages during the term of this agreement with Roadmaster Specialized, Inc. named as a certificate holder: (A) Cargo loss: \$100,000 (\$250,000 for Heavy Haul) per shipment (B) Public Liability: \$1,000,000 per occurrence (C) Automobile Liability: \$1,000,000 per occurrence, (D) Workers Compensation: As required by law. Carrier shall provide copies of current certificates of the forgoing insurance to Broker upon execution of this agreement, and if requested, copies of the underlying policies. At anytime during the term hereof, Broker may request and Carrier shall provide suitable proof of insurance coverage. Carrier shall inform Broker of any changes in it insurance thirty (30) days prior to its effective date of such change. Carrier further agrees to procure and maintain at its sole cost and expense any and all insurance required by federal, state, local or to extent applicable foreign laws. Carrier's insurance shall not exclude any claim, loss, injury, damage, or liability to the transportation of hazardous materials, loading or unloading operations, vehicle or trailer theft, or specific classes of goods, and Carrier shall not invoke any such exclusion in order to avoid liability, responsibility, or obligation arising hereunder. Hazardous Waste: In the event any load is hazardous, Carrier shall also provide \$5,000,000 liability and environmental coverage with Roadmaster Specialized Inc. as additional insured.
- 3. Charges: Broker may tender shipments in its name, or in a third party as a nominal consignor. Charges will be collected from the Broker only and not from the consignor, or the consignee, as specified in the shipping documents, except as otherwise directed by Broker. However, neither the nominal consignor nor the consignee shall have any right or anytime control the transportation of freight as all such rights remain in control of the Carrier. The Broker shall have sole discretion in extending credit to any party and shall be given prior notice and opportunity to consider application for any party.
- 4. Rates and Charges: Carrier will charge the transportation service on the basis of (A) the rate charges set forth in the rate schedule and addendum attached hereto, or (B) by verbal agreement confirmed in writing (a facsimile shall be sufficient writing). The Carrier's freight bill shall be evidence of the consent of the parties to the charges. Carrier's invoice to the Broker must include a copy for each shipment of an executed standard bill of lading, signed delivery receipt, and weight receipt if applicable. Carrier must comply with all other provisions of the agreement before payment will be made to the Carrier. If the Broker pays the freight invoice(s) in a reduced amount, such amount will constitute the agreed rate, unless the Carrier indicates the contrary to the Broker within sixty (60) days of its receipt of payment. The foregoing sentence, however, does not apply to any "Quick Pay" agreements wherein reduced amounts shall constitute the agreed rate and Carrier shall have no right to contest the reduced amount paid under any "Quick Pay" arrangements.
- 5. <u>Terms</u>: This agreement shall be effective as of the date written above and shall remain effective for a period of one (1) year. Thereafter this agreement shall continue in effect from year to year on the same terms and conditions, unless terminated by either party upon thirty (30) days written notice.
- 6. <u>Procedures</u>: Except as otherwise specifically provided herein, the rights and obligations of, and procedures to be used by the parties under this Agreement regarding cargo liability, public liability, insurance coverage, freight bills, payment terms, loss and damage claims, and safety matters shall be the same as for Motor Common Carriers governed by the Department of Transportation.

- 7. <u>Bills of Lading</u>: Each shipment of property pursuant to this Agreement shall be evidence by a written Bill of Lading, which shall be signed by Carrier, or Carrier's agents, or employees showing the kind and quantity of property received by Carrier at origin. Both Broker and Carrier agree that the shipper's insertion of Broker's name on the Bill of Lading is for the shipper's convenience only and shall not change the Broker's status as a property broker, or Carrier's status as a for-hire motor carrier, with respect to any and all shipments.
- Restrictions Against Carrier Brokering and Interlining: Carrier shall not broker any shipment tendered to Carrier (sometimes referred to as "rebrokering" or "double brokering"), nor shall Carrier assign any obligation created by this Agreement, nor shall it interline any accepted shipment. If Carrier breaches this provision, Carrier waives any right to compensation for the shipment and Broker shall have the right, but not the obligation, to directly pay the carrier or carriers actually transporting such shipment (the "Transporting Carriers"), in lieu of payment to Carrier. Carrier agreed it shall be responsible for any costs and expenses, including attorney's fees, incurred by Broker in connection with a breach of this provision by Carrier, including but not limited to those costs, expenses and attorney's fees incurred by Broker in connection with a breach of this provision by Carrier, including but not limited to those costs, expenses and attorney's fees incurred by Broker in securing delivery or any shipment and for payment of claims of other carriers or brokers in connection with brokered, assigned or interlined shipments. If Broker exercises its option to pay the Transporting Carrier(s) and the payment to such transporting carrier(s) is less than the agreed upon rate between Broker and Carrier for the shipment, Carrier will be deemed to have waived any claim to the remainder of the agreed compensation. Notwithstanding the foregoing, Broker's payment(s) to transporting carriers or brokers improperly used by Carrier shall not release Carrier from any liability to Broker and Broker's customers under this Agreement. It is specifically understood and agreed that in the event Carrier assigns or interlines any shipment tendered by Broker, Carrier shall assume all risk of loss as though Carrier actually transported such shipment(s). The restrictions and provisions contained in this paragraph may only be waived in writing by Broker.
- 9. Compliance with Customer Requirements: Carrier agrees to and acknowledges that compliance with all requirements as set forth by Broker's customer is mandatory under this Agreement. If such requirements are different from or additional to the requirements set forth in this agreement, such requirements will be provided to the Carrier. Unless Carrier advised Broker, in writing, prior to loading a shipment tendered through Broker of an objection and exception to any requirement of Broker's customer of which Carrier has been notified, Carrier agrees that it shall be conclusively deemed to have agreed to comply with, and be bound by, all terms imposed by Broker's customer in connection with providing transportation service.
- 10. Indemnification: Carrier agrees to hold Broker harmless from and indemnify Broker from any and all liabilities and damages arising out of or related to any freight transported by the Carrier pursuant to this Agreement, including attorney's fees and all costs to defend claims. Carrier also agrees to hold Broker harmless from and indemnify Broker from any liability whatsoever resulting from (but not limited to) personal injury, property damage, late delivery/pickup claims, or broken/damaged trailer seals which may occur during the operations of Carrier pursuant to this Agreement, including attorney's fees and all costs to defend claims.
- 11. <u>Force Majeure</u>: To obligation of Carrier to furnish, and of the Broker to use, the transportation service provided for herein shall be temporarily suspended during any period in which either of the parties is unable to comply with the provisions of this Agreement by reasons of Acts of God, the public enemy, fire, flood, disorder, civil commotion, closing the public highways, government interference, or other contingencies similar or dissimilar beyond the reasonable control of affected party.
- 12. <u>Non-Disclosure</u>: Carrier acknowledges irreparable damage would result if confidential information about the customers of Broker were disclosed to or utilized by any person, firm, corporation or other business organization, which is in respect to names, shipping patterns, traffic, rates, or any other information relative to the customers Broker. This provision shall survive the termination of this agreement.

- 13. Non-Competition: During the terms of this agreement and for a period of two years from the termination of this agreement (the non-competition period), Carrier shall not (A) transact any business either on its own account or as a partner of a joint venture or as an employee, agent, consultant, or salesperson for any individual or entity, or as a lender otherwise, with the shippers comprising customers of Broker for whom the Carrier performed transportation services under this Agreement within the Unites States or Canada (the "restricted territories") or (B) solicit or induce or cause any business with any of the customers of Brokers with whom Carrier has substantial business contact through performance of transportation services hereunder. In the case where contact has been made between the Carrier and the Broker's account, Carrier agrees to pay the Broker 20% of the gross revenue generated on any loads, which arise out of a said contract.
- 14. <u>Waiver of Carrier Lien</u>: Carrier shall not withhold any goods of Broker's customer on account of any dispute as to rates or any alleged failure of Broker to pay under this Agreement. Carrier is relying on the general credit of the Broker and hereby expressly waives its right to any lien and claim of lien rights on any cargo or other property of Broker or Broker's Customers, shippers, consignors or consignees with respect to any shipments transported by Carrier pursuant to this Agreement.
- 15. Specific Performances: Carrier acknowledges and agrees that (I) irreparable damage would result if the provisions of paragraphs 9 and 10 were not complied with in accordance with the respective terms, (II) such damage will be incapable of precise measurement, and '(III) Broker will have no adequate remedy at law to redress the harm which such a violation will cause. Accordingly, Carrier agrees that Broker shall have the right to injunctive relief, in addition to any other rights or remedies it may have, in respect to any failure on the part of the Carrier to comply with provisions of paragraphs 9 and 10 hereafter including, but not limited to, temporary restraining orders and temporary injunction to restrain any violation of this agreement by Carrier.
- 16. Governing Law/ Jurisdiction: This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by and constructed under application of federal law, or in the absence of any governing Federal law, then by and under the laws of the State of Arizona, Maricopa County and the parties hereby consent and submit to personal and subject matter jurisdiction solely in the courts of the State of Arizona, Maricopa County.
- 17. <u>Notice:</u> All notices given under the Agreement shall be sufficient if in writing and sent by certified mail, Return Receipt Requested, to the involved party at the address set forth above or other address designated by the party in writing.
- 18. <u>Complete Agreement:</u> Except for Broker's tariff and rate exhibits/attachments to is agreement, this agreement constitutes the entire agreement between the parties, and supersedes all previous communications, statements, writings, and instruments with respects to the subject matter hereof. This agreement may be modified, supplemented, or amended only through a writing executed and signed by both parties except for rates and charges which may be modified as noted in section 3. With respect to issues between the parties to this agreement, Carrier's tariff is specifically excluded and not incorporated herein.

Carrier:	Roadmaster Specialized, Inc.					
Signature:	Signature: Nancy Reiter					
Printed Name:	Printed Name: Nancy Reiter					
Title:	Title: Account Manager					

(Rev. December 2014) Department of the Treasury Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

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

Gen	eral Insti	ructions			***************************************	• Fo	orm 1098 (	home mo	rtgage in	nteres	st), 10	098-E	(stud	dent l	loan i	ntere	st), 10	98-T	
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Part	Cer	tification									3	·							<u> </u>
<b>Note.</b> 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.						Em	ploy	er ide	ntifi	catio	n nui	mbei							
TIN on	page 3.						number, see How to get a						L			L.			L
Enter your TIN in the appropriate box. The TIN provided must match the name given on line backup withholding. For individuals, this is generally your social security number (SSN). How resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. Fo				wever, f for other	ora				-[		Ī	-[							
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Print or type See Specific Instructions on	the tax classification of the single-member owner.  ☐ Other (see instructions) ►								cc	code (if any)  (Applies to accounts maintained outside the U.S.)									
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for							, Ex	Exemption from FATCA reporting										
	☐ Individual/sole proprletor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►							ce Ins	certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any)										
n page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  4 Exemptions (codes apply only to										to								
2.	2 Business name/disregarded entity name, if different from above																		
	1 Name (as sh	iown on your income ta	x return). Name is	required on	n this line;	; do not l	eave this II	ne blank.											

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)

- (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.

## VERIFICATION CERTIFICATE FOR INDEFINITE TERM SURETY BOND

THIS IS TO CERTIFY that Bond No. <u>K0861880A</u> issued by <u>Westchester Fire Insurance Company</u> dated this <u>14</u> day of <u>March</u>, <u>2012</u>, in the amount of Dollars (<u>\$75,000.00</u>), on behalf of <u>Roadmaster Specialized</u>, <u>Inc.</u> (as Principal), and in favor of <u>Federal Motor Carrier Safety Administration</u> (as Obligee), covers a term which began on the <u>14</u> day of <u>March</u>, <u>2012</u>, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated\* (enter below)

Westchester Fire Insurance Company

Angela M. Tindol

Attorney-in-Fact

November 11, 2013

\*Use current or renewal date.





#### 3% QUICK PAY

- 1. Payment via company check 10 days upon receipt of LEGIBLE copies of carriers invoice and POD. Unless noted on your rate confirmation, electronically received (email or fax) documents are acceptable providing they are legible.
- 2. We will be happy to overnight your check if you provide us with your FED EX or UPS account number.

#### STANDARD PAY

proper line below.

1. Payment via company check 30 days upon receipt of LEGIBLE copies of carriers invoice and POD.

To sign up for the payment program of your choice simply initial the

az 81				
		Quick Pay via company check 10 days following Invoice and POD. A service charge of 3% of the assessed.	g receipt of LEGIBLE carrie e total invoice will be	r
		Standard Pay via company check 30 days follogory. Carrier invoice and POD.	wing receipt of LEGIBLE	
	Company			
	Signature:		_ (Company Officer)	
v	Printed Na	ame:		
	Title:			



U.S. Department of Transportation Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E. Washington, DC 20590

SERVICE DATE August 03, 2011

#### LICENSE

#### MC-754587-B ROADMASTER SPECIALIZED INC GLENDALE, AZ

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 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief

Affy & Stait

Information Technology Operations Division

**BPO** 

# Power of Attorney

#### WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Bach of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such.

  Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Angela M Tindol, Anuj Jain, Charles M McDaniel, John Browning, Mona D Weaver, Sheila J Montoya, all of the City of DENVER, Colorado, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 26 day of July 2013.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Hancy, Vice President

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA SS.

On this 26 day of July, AD 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNEYL VANIA

NOTARIAL SEAL

KAREN E. BRANDT, Notary Public

City of Philadelphia, Phila. Courty

Ny Contrelection Existing Section 25, 2014

Spilor Ebrasott

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seel of the Corporation, this 1 thay of November, 2013.



William L. Killy William I. Keliy, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 26, 2015.