

NEW CARRIER



CONUS Interstate Inc.

DATE: _____

FAX TO 775-358-7247 OR

EMAIL **SAFETY2@CONUSINTERSTATE.COM**

DBA : _____

LEGAL NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELL: _____ FAX: _____

CONTACT _____ AND/OR DRIVER _____

Company EMAIL _____

Driver EMAIL _____

FEDERAL TAX# _____ OR SSN# _____

(SEND COPIES OF U.S.DOT Authority #, MC #, DMV MOTOR CARRIER PERMIT #, or Drayage #)

DOT# _____ MC # _____ DRYAGE # _____

DMV MOTOR CARRIER PERMIT # _____

Please contact your insurance provider and have them **FAX OR EMAIL** an original cargo and liability certificate naming CONUS Interstate, Inc. and CONUS Transportation, Inc. as **CERTIFICATE HOLDER** (Minimum of \$100,000 cargo insurance required.) **REFER TO SAMPLE.**

Complete and sign the attached carrier agreement and return with this sheet,
W-9. FOR DIRECT DEPOSIT (ACH) ENROLLMENT FORM WITH A VOIDED CHECK

Please Note: This information is required **BEFORE** payment of freight bills can be processed. Please fax all of the documents to **(775) 358-7247 OR EMAIL TO SAFETY2@CONUSINTERSTATE.COM**

Thank you,
LOREN HICKERSON
Safety MANAGER

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <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.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Your Insurance Agency Address City, State Zip Code Phone: Fax:	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Name Business Name Address City, State Zip Code	INSURERS AFFORDING COVERAGE INSURER A: INSURANCE COMPANY NAME INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MINIMUM \$1,000,000			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER Cargo (Broad Form) Unidentified Trailer				\$100,000.00 \$30,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS AND BY ENDORSEMENT / SPECIAL PROVISIONS

CONUS MUST be named as **Additional Insured**.

If pulling a CONUS trailer, you must have **\$30,000.00 Unidentified Trailer** insurance (Trailer Interchange is not an acceptable substitute).

CERTIFICATE HOLDER

CONUS Interstate, Inc. CONUS Transportation, Inc. 155 Glendale Ave. Suite 4 Sparks, Nevada 89431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20__, by and between CONUS INTERSTATE, INC., 155 Glendale Ave, Ste. 4, Sparks Nevada 89431 ("BROKER"), a Registered Property Broker, Lic. No. MC-264209, 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, subcontract, 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; all applicable insurance laws including but not limited to workers compensation laws and regulations.
- 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. **Indemnity: 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. CARRIER shall not be liable to BROKER for negligence or intentional acts of BROKER and BROKER shall not be liable for the negligence or intentional acts of the CARRIER. The obligation to defend shall include all costs of defense as they accrue.**

- 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 creditworthiness of BROKER and is granting BROKER credit terms accordingly.
- L. On behalf of the shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California, CARRIER warrants that:
 - (i) All 53-foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
 - (ii) All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (ARB) TRU ACTM in-use regulations.CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER's customer because of CARRIER's use of non-compliant equipment.

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 temperature or other 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 Rate Confirmation Sheet(s) incorporated herein by reference. 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 or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- 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 this reference. 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: 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 thirty (30) days of receipt of a legible copy of the bill of lading, and signed Rate Confirmation Sheet and any other documents pertaining to the load, provided CARRIER is not in default under the terms of this Agreement. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

- E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000.00 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 will furnish equipment for transporting Perishables which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 USCA 342. 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 sign a bill of lading in compliance with 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 Subpart. v. below; and
 - ii. CARRIER's liability for any cargo damage, (non-perishables) loss, or theft from any cause shall be: determined under the Carmack Amendment, 49 U.S.C. §14706; applicable case law relating to Perishables; and
 - iii. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this Subpart. C (iii) 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 Subpart. (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. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures shall not constitute "consequential damages" hereunder.
 - 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 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30-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 five business days prior to shipment pick up.
- D. INSURANCE: CARRIER will have its insurance agent 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), \$1,000,000.00 (\$5,000,000.00 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 or limit CARRIER's liability due to any condition, 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. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.
- 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 other 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:
 - i. In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, recourse (except as provided below) shall be to arbitration or litigation as selected by BROKER. Arbitration proceedings (if selected) shall be conducted under the rules of the Transportation Arbitration and Mediation PLC (TAM), or the Transportation ADR Council, Inc. (ADR), 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 or ADR. 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 further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the TAM, or ADR, nearest Sparks, Nevada, or by teleconference or video conference upon agreement of the Parties, or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in the state in which enforcement is sought. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Nevada shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

- ii. In the event litigation is selected, the prevailing party shall be entitled to recover costs, expenses and reasonable attorney's fees, including, but not limited to, any incurred on appeals.
- iii. Venue, controlling law, and jurisdiction in any litigation proceedings shall be in the State of Nevada, and CARRIER waives all objections to venue, in Washoe County, Nevada.

E. **BROKER'S ACCOUNTS:** Except as otherwise agreed by BROKER in writing: During the term of this Agreement and upon termination for any reason, CARRIER agrees not to solicit freight, accept or provide transportation services (directly or indirectly) from, or to any of BROKER's customers, (including but not limited to Veka Inc./Veka West located in Stead, Nevada,) for a period of 18 months following termination of this Agreement for any reason. "BROKER's customers" for purposes of this Agreement shall mean Veka Inc., /Veka West, and other any shipper, consignee or other party responsible for payment, for whom BROKER provided transportation services and was billed for those services within the 18 months immediately preceding termination of this Agreement for any reason. The prohibitions of this paragraph are intended to be effective regardless of whether (a) BROKER's customers are treated as confidential for any reason and (b) CARRIER may have provided transportation services to the BROKER's customers" prior to inception of this Agreement. If CARRIER violates the terms of this paragraph, BROKER shall be entitled to collect/recover 15% of the gross compensation received by CARRIER as liquidated damages (and not as a penalty) from any and all such customers on all shipments that CARRIER transports for any such customer(s) during the term of this Agreement and/or the 18-month period following the date of termination. In addition to the above remedy, BROKER may seek injunctive relief and 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 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 or by electronically confirmed email.
- 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 (1) year from the date hereof and thereafter it shall automatically be renewed for successive one-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:** 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 (by hand or electronically) the date and year first shown above.

CARRIER: _____

CONUS INTERSTATE, INC.

SIGN: _____

SIGN: Cliff Phillips

PRINT: _____

PRINT: Cliff Phillips

TITLE: _____

TITLE: President

Email address: _____

Email address: safety@conusinterstate.com

FAX # _____

FAX #: 775-358-7247 or 775-358-9458



CONUS ACH FORM



Authorization Agreement for Direct Deposit (ACH) Electronic Payments

Conus Interstate Inc. is now initiating payments via Electronic Direct Deposit (ACH) credits directly to your account. Get paid *FASTER! FREE! Signing up for Direct Deposit does not stop you from walking in and receiving a check. Direct Deposit (ACH) will ensure that your invoices are quickly turned into working capital for you. Any information provided is to be held in the strictest confidence.

Fill out the information below to authorize automatic deposit and return the completed form with a VOIDED CHECK to Conus Interstate Inc., attention Tiffany Whitney. Please allow approximately 15 working days for your automatic deposit to become effective.

Company Name:		Federal Tax ID#/SSN:	
Company Phone Number & cell phone number		Remittance E-mail:	
Remit to company name if different from company name listed above (i.e. factoring company):			
Street Address Line 1:		Contact Name:	
Line 2:		Fax Number:	
City:	State/Province:	Country:	Postal Code:
Beneficiary Account Name:		Type of Account (SELECT ONLY ONE): ____ Checking ____ Savings	
Beneficiary Account Number (DDA):		Routing (ABA) Number:	
Bank Name:		Bank Phone Number:	
City:	State/Province:	Country:	Postal Code:
I authorize Conus Interstate Inc. and the banking institution listed to deposit funds automatically to the account. If funds to which I am not entitled are deposited to this account, I authorize Conus Interstate Inc. to direct the banking institution to return said funds. This authority will remain in effect until I have cancelled it in writing.			
Carrier Name:		Carrier Signature:	
Approving Officer (Factoring Company):		MC # or DOT#:	Date:

Options for submission of this form:

- Email to Whitney@conusinterstate.com this complete & signed form along with a voided check.
- Mail hard copy to: Conus Interstate Inc., Attn: Tiffany Whitney, 155 Glendale Ave., Ste 4, Sparks, NV 89431
- Direct Deposit is Net 5 days upon receipt of all signed, completed delivery paperwork

June 13, 2022



Dispatchers:

Area

Marvin Martinez **Operations Manager**
MMartinez@CONUSInterstate.com

Javier Cervantes **Northern Nevada Flatbeds**
JCervantes@CONUSInterstate.com

Sergio Carrillo **Northern California**
Carrillo@CONUSInterstate.com

Sam Sotoodeh **Las Vegas and Arizona**
SSotoodeh@CONUSInterstate.com

Darrel Bernett **Las Vegas, OR, WA, UT, CO, NM - Flatbed**
Bernett@CONUSInterstate.com **Vans "All States"**

Will Mejia **Southern California**
WMejia@CONUSInterstate.com

Toll Free: 800-234-7658 Local: 775-358-8003 Fax: 775-358-7247

CONUS Interstate Inc. (Flatbed/Vans)

All trucks must carry tarps, straps and v-boards.

Please feel free to call or visit our web site:
WWW.CONUSINTERSTATE.COM



INTERSTATE, INC.

Recommended for Outside Flatbed Carriers

1. Must be able to legally haul at least 48,000 Lbs.
2. Must be able to haul double stack rolled roofing. This includes having enough V-boards to handle the top and bottom level.
3. Must have the following equipment:
 - Tarps to cover load 9' high & 48' in length
 - Winch bar
 - (16) 30' load straps
 - (2) gut wrap straps
 - 150' of rubber rope
 - (32) plastic corners Or
 - (12) aluminum V boards
4. Must be licensed for the 11 western states (Washington, Oregon, California, Idaho, Nevada, Utah, Arizona, Montana, Wyoming, Colorado, and New Mexico)
5. We require you to have a cell phone or pager so that we can contact you when we need to.
6. Must be enrolled in a drug consortium, and have documentation to prove so. Please see the Verification for Compliance form in the package.

Pay Methods

Signed, original paperwork is needed to pay on any load.

Walk-In

Bring your signed, original paperwork into our office in Sparks, NV, and within an hour we will give you a check or do an ACH Deposit. Accounts Payable is down the hall and the first desk on your left. Drop paperwork in the black basket labeled "Walk-In Carrier Pay". There is no fee for this service.

Quick Pay or opt for ACH Direct Deposit

Mail your signed, original paperwork into our office in Sparks, NV, and a check will be mailed out, to the address provided by you in the carrier packet, or an ACH will be done that day.

There is no fee for this service.

Please contact your dispatcher for more information.

Please check that you completed all required forms.

- ☐ Completed New Carrier Information Page.
- ☐ Insurance Cert per sample (information included in this packet).
- ☐ Completed CONUS ACH Form (if desired)
- ☐ Attach a voided check if you would like to participate in direct deposit.
- ☐ Completed W-9.
- ☐ Completed Broker-Carrier Agreement (6 pages). Initial agreement and return a signed copy by mail, fax or email.
- ☐ Attach a copy of your authority.

