



N E B R A S K A C A R R I E R P A C K A G E

THANK YOU FOR YOUR INTEREST IN UNITED DISPATCH, INCORPORATED.

IN ORDER TO BECOME A CONTRACT CARRIER FOR US THE FOLLOWING DOCUMENTS MUST BE FAXED BACK TO OUR OFFICE AT:

402-330-5617

- OPERATING AUTHORITY AND SAFETY RATING
- INSURANCE CERTIFICATE (MOTOR CARGO, AUTO/GENERAL LIABILITY, WORKERS COMP)
- SIGNED BROKER-CARRIER AGREEMENT
- W-9 FORM (IF SOLE PROPRIETOR, PLEASE INCLUDE OWNERS NAME)
- COMPLETED CARRIER PROFILE



CARRIER PROFILE

CONTACT INFORMATION	Carrier Name _____
	Owner Name _____
	Dispatch Contact _____
	Phone # _____ Toll Free # _____ Fax # _____
	After Hours Emergency # _____ Cell Phone # _____
	Email Address _____ Website _____
	MC# _____ DOT # _____ Safety Rating: _____

ADDRESS INFORMATION	Mailing		
	Address _____		
	City _____	State _____	Zip _____
	Physical		
	Same as Mailing	Address _____	
	City _____	State _____	Zip _____
	Remit		
	Same as Mailing	Address _____	
	City _____	State _____	Zip _____

EQUIPMENT AND SERVICES (Check all that apply)

- | | | | | |
|---------------------------------------|---|---------------------------------------|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> Flatbed | <input type="checkbox"/> S/Drop | <input type="checkbox"/> DD; RGN | <input type="checkbox"/> Hotshots | <input type="checkbox"/> Big Shots |
| <input type="checkbox"/> Van | <input type="checkbox"/> Reefers | <input type="checkbox"/> Bobtail | <input type="checkbox"/> Roller Beds | <input type="checkbox"/> Heavy Haul |
| <input type="checkbox"/> Car Carrier | <input type="checkbox"/> Logistics Van | <input type="checkbox"/> Power Only | | |
| <input type="checkbox"/> Team Drivers | <input type="checkbox"/> Airride Trailers | <input type="checkbox"/> Customs Bond | <input type="checkbox"/> Hazmat | <input type="checkbox"/> LTL |

SERVICE AREAS (Check all that apply)

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Northwest
ID-MT-OR-WA-WY | <input type="checkbox"/> Northcentral
IA-MN-ND-NE-SD | <input type="checkbox"/> Great Lakes
IL-IN-MI-OH-WI | <input type="checkbox"/> Northeast
DE-MD-NJ-NY-PA-VA-WV |
| <input type="checkbox"/> Southwest
AZ-CA-CO-NM-NV-UT | <input type="checkbox"/> Southcentral
AR-KS-LA-MO-OK-TX | <input type="checkbox"/> Southeast
AL-FL-GA-KY-MS-NC-SC-TN | <input type="checkbox"/> New England
CT-MA-ME-NH-RI-VT |
| <input type="checkbox"/> Eastern Canada
NB-NF-NS-ON-PE-PQ | <input type="checkbox"/> Western Canada
AB-BC-MD-SK | <input type="checkbox"/> Mexico
Mexico | |

For United Dispatch Use Only:

Agent # **Web** Assigned Carrier # _____



TRANSPORTATION BROKERAGE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____, between UNITED DISPATCH, INC., a Nebraska corporation, hereinafter referred to as "Broker," and _____, a _____ corporation, hereinafter referred to as "Carrier."

RECITALS

- A.** Broker is duly authorized to engage in the arrangement of transportation as a broker, and desires to engage Carrier from time to time to transport certain commodities. For purposes of this Agreement, each engagement is referred to herein as a "Shipment."
- B.** Carrier is duly authorized to engage in Shipments as a contract carrier of commodities, and desires to haul Shipments as requested by Broker.
- C.** The parties desire to enter into this Agreement, which Agreement shall govern any contract between the parties with respect to a Shipment.

AGREEMENT

- 1. Transportation of Commodities.** Broker agrees to engage Carrier from time to time for the purpose of hauling commodities as a contract carrier. Carrier agrees to haul such commodities as requested by Broker. The terms of this Agreement shall control any Shipment tendered to and accepted by Carrier. Broker agrees to offer for shipment and Carrier agrees to transport in its own equipment a series of Shipments on a continuing basis consisting of at least three (3) Shipments during the life of this Agreement. As liquidated damages, Broker will pay to Carrier Twenty Five Dollars (\$25.00) for each shipment for which it fails to meet the required minimum.
- 2. Term.** This Agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this Agreement at any time upon fifteen (15) days notice to the other.
- 3. Obligations of Carrier.** Carrier agrees, with respect to each such Shipment:
- a. That Carrier now has, and shall at all times have, all necessary permits and licenses to transport the Shipment as required.
 - b. That Carrier will provide liability insurance in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for damage to freight in any single loss, workers compensation and employer's liability of not less than Five Hundred Thousand Dollars (\$500,000.00), or all insurance required by all applicable laws, rules, or regulations, whichever is greater. Carrier will furnish Broker with certificates of all such insurance. All such insurance shall name Broker as an additional insured.
 - c. That Carrier will furnish all equipment required for the performance of its services and will maintain all such equipment in good repair and condition.
 - d. That Carrier will employ and be solely responsible for all personnel employed with respect to any Shipment and will be solely responsible for each such employee's licensing and competence.
 - e. That Carrier will not cause or permit any Shipment to be transported by any other motor carrier or any other substitute mode of transportation.
 - f. That Carrier will be responsible to comply with all applicable state and federal regulations, including those of the Federal Highway Administration (FHWA) and Department of Transportation ("DOT").
 - g. Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight rendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provision of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be

changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.

- h. Carrier agrees to indemnify and save harmless Broker from any and all claims of any nature whatsoever arising out of Carrier's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of carrier, its employees or agents, which may occur during the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims.
- i. That Carrier shall not claim, and hereby waives any right to claim, any lien in any Shipment.
- j. The parties hereto intend and agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C. 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of Broker or by providing services designed to meet the distinct needs of Broker and / or its customers.

4. Rates, charges, and Payment. Broker agrees to pay Carrier for transportation under this Agreement in accordance with the Schedule of Rates and Charges attached hereto as Exhibit "A," or later amendments thereto. Broker agrees to pay Carrier within twenty-one (21) days of receipt of Carrier's freight bill with attached original Bill of Lading as proof of delivery. Even though Carrier may hold authority from the FHWA to operate as a common carrier under 49 U.S.C. 10102, no Shipment will be hauled on behalf of Broker as a common carrier and Carrier's rates and tariffs filed with the FHWA shall not under any circumstances be applicable to any Shipment transported on behalf of Broker.

5. Representations.

- a. Broker hereby represents that it is duly authorized to operate as a broker under FHWA License No. MC170525, and that Broker shall be duly licensed at any time it requests Carrier to transport a Shipment under the terms of this Agreement.
- b. Carrier represents that it is duly authorized to engage as a contract carrier under FHWA Permit No. MC_____, and that it shall be duly licensed at the time of each Shipment.

6. Miscellaneous.

- a. In the event of any conflict between this Agreement and any other document, the terms and conditions of this Agreement shall control.
- b. In the event any clause or provision in this Agreement is declared to be unenforceable, the remainder of this Agreement shall remain in full force and effect as between the parties.
- c. This Agreement shall be executed by the Broker in the State of Nebraska and shall be construed under the internal laws of the State of Nebraska.
- d. This Agreement may be executed in counterparts, and a signed facsimile of this Agreement shall be considered an original for all purposes.
- e. For all purposes of this Agreement, Carrier is an independent contractor, and has no authority to act for Broker as an agent for any purposes.

UNITED DISPATCH, INC.,

a _____ corporation, Carrier

a Nebraska corporation, Broker

By _____

By _____

Its _____

Its _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) UNITED DISPATCH, INC. P O BOX 45917 OMAHA, NE 68145-0917
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

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

