

United Dispatch, Inc.

NEBRASKA CARRIER PACKAGE

THANK YOU FOR YOUR INTEREST IN UNITED DISPATCH, INCORPORATED.

IN ORDER TO BECOME A CONTRACT CARRIER FOR US THE FOLLOWING DOCUMENTS MUST BE EMAILED BACK TO OUR OFFICE.

- 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."

R E C I T A L S

- 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.

A G R E E M E N T

- 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 and shall accept all responsibility for ensuring the delivery of the goods.
 - 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 (\$500,00.00), 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 in thirty (30) 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.

a _____ corporation, Carrier

UNITED DISPATCH, INC. ,
a Nebraska corporation, Broker

By _____
Its _____

By _____
Its _____

Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we
UNITED DISPATCH INC

_____ of
Property Broker Name

P.O. BOX 14164 OMAHA NE 68144

Principal Address
as PRINCIPAL (hereinafter called Principal), and **AMERICAN ALTERNATIVE INSURANCE CORPORATION**, a
Surety Name

corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created
and existing under the laws of the State of **New Hampshire** (hereinafter called Surety) are held and firmly

Surety Incorporation
bound unto the United States of America in the sum of \$ **\$75,000**, for which payment, well and truly to be made, we bind
Bond Amount

ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration ("FMCSA") relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the FMCSA such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the FMCSA, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 18 day of January, 2013, 12:01 a.m., standard time at the
Date Month Year
address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 18 day of January, 2013 Date
Month Year

UNITED DISPATCH INC

Principal Name (Company, Individual, etc.)

Tim Adams
Signature

TIM ADAMS
Printed or Typed Name of Signor

PRESIDENT
Title of Signor

Corinne E. Reed
Witness Signature

Corinne E. Reed
Printed or Typed Name of Witness

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Matthew L. Zehner

MATTHEW L. ZEHNER
Attorney-in-Fact



Jennifer Chwastyk

JENNIFER CHWASTYK
Witness



1545



LOCAL (402)330-3033
FAX (402)330-5617
NAT'L (800)228-9272



UNITED DISPATCH INC.

P.O. Box 45917 • Omaha, NE 68145-0917



**OUR RECORDS SHOW WE DO NOT HAVE A COPY OF
YOUR WORKERS COMPENSATION INSURANCE.**



**WE WILL NEED A COPY FOR OUR FILES
OR
A SIGNED WAIVER OF LIABILITY**



Fax# 402-330-5617



Thank you,



United Dispatch, Inc.
PO Box 45917
Omaha, NE 68145
MC# 170525



Your Partner In Transportation

**Workers Compensation, Employer's Liability Insurance
Waiver of Liability and Hold Harmless Agreement**

As a representative of _____, I hereby acknowledge we are not required, by the laws in the state in which our business is located, to provide "Workers Compensation" insurance coverage for our employees, drivers or any other personal associated with us.

We further agree to Indemnify and Hold Harmless **United Dispatch**, from any loss, liability or damages, due to the absence of this coverage.

In signing this release, I acknowledge that I have read and understand this agreement and I execute this release in full.

Signature

Date

Print name

MC Number

INTERSTATE COMMERCE COMMISSION
LICENSE

MC 170525

UNITED DISPATCH, INC.
OMAHA, NEBRASKA

SERVICE DATE

FEB 8 1984

REC'D JUN 10 1985

This License is evidence of the applicant's authority to engage in operations as a **broker**.

This authority will become effective only when applicant has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document and will be valid as long as the applicant maintains compliance with the above requirements.

By the Commission.

James H. Bayne
Acting Secretary

(SEAL)

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.