



2009 Motor Carrier Package

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Eleets Transportation. The following items are necessary to complete the approval process:

- Completely fill out our **Motor Carrier Agreement**, sign, and fax back 800-898-0436. The 4-page agreement MUST be returned with the "CARRIER" signature block page completed and signed.
- Fill out and return our **Carrier Profile Sheet**, which helps us identify loads that are appropriate for your fleet and capacity. Fax this to 800-898-0436.
- Fax a copy of your **Contract Carrier Authority** to 800-898-0436.
- Have your insurance company add "**Registry Monitoring Insurance Service, 5703 Corsa Avenue, 1st Floor, Westlake Village, CA, 91362**" as a certificate holder on your policy-- your insurance agent must sign the proof of insurance certificate and send directly to us. PLEASE NOTE: The certificate MUST BE SIGNED. Please indicate whether cargo coverage is All Risk or Broad Form.
- Fax to us your cargo and liability documents with the following amounts:
 - **Auto Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000 per occurrence (**\$2,000,000 for Canadian coverage**)
 - Cargo liability in the amount of \$100,000 per occurrence (**\$200,000 for Canadian coverage**)
 - **Worker's Compensation & Employers Liability Insurance** in the amount of \$500,000 (or greater amount if legally required)
 - **General Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000 per occurrence
- U.S.-based Carriers**, please fax back your **FORM W-9** for taxpayer identification. FORM W-8 is required for Canadian carriers and is not included in this packet. Form W-9 is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Canadian-based carriers** please fax back your **FORM W-8** for taxpayer identification. Form W-8 is available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- Other Information (if applicable):
 - Copy of your Hazardous Materials Registration
 - **Canadian authorities your company holds**
- To be approved as a carrier for Eleets, your DOT safety rating must be Satisfactory. If you show a Conditional rating or are not rated in the SAFER database, we may disqualify you based on your "SafeStat" data.

Thank you! We look forward to working closely with you while building a strong working relationship and helping you fill your capacity with high quality, profitable loads. Above all, we ask you to communicate with us where we can improve and share with us your satisfaction when we are able to demonstrate exceptional service and expertise.



When Completed, Please Fax to: 800-898-0436
Must be Signed by an Authorized Company Representative of Carrier

CARRIER PROFILE

MC# _____ **DOT#** _____

Carrier name: _____

Physical address: _____

City / State / Zip: _____

Contact Name: _____ Phone # Toll Free: _____

Phone # Local: _____ After Hours Phone #: _____

Fax #: _____ Document Fax #: _____ (used to fax POD requests, etc.)

Dispatcher(s) _____

Remit to or Factoring Company _____

and/or P.O. Box _____

City / State / Zip: _____

Local Phone #: _____ Billing Fax: _____

Federal Tax ID # _____ Company Type: [] Corp [] LLC [] Partnership [] Sole Proprietorship

Max net cargo weight: _____ lbs. SCAC: _____

Do you allow advances (TCheks) to your drivers/office for operating expenses (fuel/tolls or payoff)? Yes or No

Do you allow advances (TCheks) to your drivers for Lumper fees? Yes or No

EQUIPMENT PROFILE

Please give the CURRENT COUNT for the following equipment types:

48' Vans: _____ 48' Reefers: _____ Specialized Flats: _____ Double Drops: _____ Hotshots: flat ___ van _____

53' Vans: _____ 53' Reefers: _____ Step decks: _____ Bulk wet: _____ Tractors: _____

57' Vans: _____ Flatbeds: _____ Curtain Sides: _____ Bulk dry: _____ Landoll: _____

SERVICES PROFILE

E-mail Address: _____

Web Address: _____

Check all that are YES

- | | | | |
|--|-------|---|-------|
| Are you Haz-Mat qualified? | _____ | Insurance coverage for Electronics? | _____ |
| SmartWay Partner? | _____ | Tow Aways? | _____ |
| Pallet Exchange? | _____ | Does your fleet have air ride available? | _____ |
| Do you handle partial shipments? | _____ | Do you have teams available? | _____ |
| Does your fleet contain vented vans? | _____ | Bonded? | _____ |
| Side Kits? | _____ | Does your fleet have liftgates available? | _____ |
| Can you handle over-dimensional? | _____ | Do you blanket wrap? | _____ |
| Does your fleet have spread axles available? | _____ | Do you have a liquor permit? | _____ |
| Flatbed fleet has lumber tarps available? | _____ | Drop Trailers? | _____ |
| Broker/Freight Forwarder Authority? | _____ | Tracking System? | _____ |
| If yes, what is the authority # ? _____ | | If yes, which type? _____ | |



When Completed, Please Fax to: 800-898-0436
Must be Signed by an Authorized Company Representative of Carrier

CARRIER PROFILE (Continued)

DAT Zones Served -- Circle Zone

Z0 (CT, ME, MA, NJ, NH, RI, VT)
 Z1 (DE, NY, PA)
 Z2 (MD, NC, SC, VA, WV)
 Z3 (AL, FL, GA, MS, TN)
 Z4 (IN, KY, MI, OH)

Z5 (IA, MN, MT, ND, SD, WI)
 Z6 (IL, KS, MO, NE)
 Z7 (AR, LA, OK, TX)
 Z8 (AZ, CO, ID, NV, NM, UT, WY)
 Z9 (CA, OR, WA)

Check here for all 48 _____

CANADA SERVED -- Circle Province

AB BC MB NB NF NS ON PE QC SK

INTO MEXICO -- Circle Crossover

Brownsville Calexico Eagle Pass El Paso Laredo Nogales Otay Mesa

Signed this _____ day of _____, 20_____ By: _____

(Signature of Authorized Company Representative)

Its _____

(Title)



Carrier Payment Policy and Proof of Delivery Requirements

To our Valued Motor Carriers:

In an effort to avoid any delays in our payment to you, we have created the following Payment and Required Proof of Delivery Policy.

Standard Pay

- Eleets' payment terms are **net 30 days** from the date Eleets receives **all of the following documents**:
 1. **Your invoice – must match the signed rate confirmation exactly**
 2. **The original or a legible copy of the signed proof of delivery**
 3. **The final, signed rate confirmation(s) – must match invoice**
 4. **All reimbursable receipts**
- You may submit the above documents via email to: sendmybill@eletstrans.com
- Or you may fax to: **904-645-0267**
- Or Mail or Overnight to:

Eleets Transportation
Attention: Accounts Payable
3131 St. Johns Bluff Road South
Jacksonville, FL 32246

Quick Pay

- You **MUST** request Quick Pay from your dispatcher, write Quick Pay on your invoice, and **state if you wish to receive your Quick Pay via T-Chek or paper check.**
- To receive Quick Pay by T-Chek: Any acceptable, legible invoice and proof of delivery received by corporate between the hours of 9 a.m. and 3 p.m. will be paid the **SAME DAY** between the hours of 3 p.m. and 6 p.m. The fee is 2.5% or \$12.00, whichever is greater.
- To receive Quick Pay by Paper Check: Any acceptable, legible invoice and proof of delivery received by corporate between the hours of 9 a.m. and 3 p.m. will be paid by mail within **48 business hours**. The fee is 2.5% of the balance due.

Other Items to Note

- All Accessorial charges must be stated in the original, signed rate confirmation or agreed to in a subsequent written and signed rate confirmation.
- Unauthorized delays in the pickup or delivery of the load may be charged back to you.
- A minimum charge of \$100 shall apply for any appointment(s) you miss.
- **You are prohibited from subcontracting any Load to any other carrier or broker.**
 - If you do, we reserve the right to pay the delivering carrier directly and you will remain primarily liable as provided in our Motor Carrier Agreement.

Questions regarding payment of your invoice should be directed to:
(877) 997-1616, Press 5 or accountspayable@Eleetstrans.com

MOTOR CARRIER AGREEMENT

This Motor Carrier Agreement ("Agreement") is entered into this ___ day of _____, 20_____, by and between **Eleets Transportation**, whose address is 3131 St. Johns Bluff Road South, Jacksonville, FL 32246 ("ELEETS"), and _____, a Registered Motor Carrier, Permit/Certificate Number DOT- _____ / MC-_____ ("CARRIER"); collectively, the "Parties".

For the purpose of this Agreement, "Registered" means operated under authority issued under Title 49 of the United States Code, and regulations promulgated by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

1. CARRIER REPRESENTS AND WARRANTS TO ELEETS 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 and hazardous materials (initial here ___ NO HAZ MAT);
- b. Shall transport the property tendered to it by ELEETS under its own operating authority and subject to the terms of this Agreement;
- c. Makes the representations herein for the purpose of inducing ELEETS to enter into this Agreement;
- d. Agrees that a Shipper's insertion of ELEETS' name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change ELEETS' status as a freight forwarder or CARRIER'S status as a motor carrier.
- e. Will not re-broker, assign or interline the shipments transported hereunder. If CARRIER breaches this provision, ELEETS shall have the right to pay the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. In such a case, CARRIER shall not be released from liability to ELEETS under this Agreement. In addition to the indemnity obligation in Paragraph 1.i, CARRIER will be liable for the direct, actual, and consequential damages arising from a violation of this Paragraph 1.e.
- f. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to its operations including, but not limited to:
 - i. Transportation of Hazardous Materials, (including the licensing and training of drivers), unless disclaimed in Paragraph 1.a., as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
 - ii. Department of Homeland Security regulations;
 - iii. Independent Contractor / Equipment Lease regulations;
 - iv. Loading and securement of freight standards and regulations;
 - v. Implementation and maintenance of driver safety regulations including, but not limited to, qualification and hiring, controlled substances, and hours of service regulations;
 - vi. Sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers;
 - vii. Implementation and maintenance of equipment safety regulations;
 - viii. Maintenance and control of the means and method of transportation including, but not limited to, performance of its services.
- g. Will notify ELEETS immediately if its federal Operating Authority ("Registered" status) 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. Shall inform ELEETS of any information obtained by CARRIER in performance of this Agreement which is contrary to the information communicated by ELEETS to CARRIER under Paragraph 2.a., and any other material aspect of CARRIER'S service hereunder which conflicts with the specific requirements of each shipment transported hereunder.
- 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 ELEETS in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- j. Authorizes ELEETS to render an invoice to the party contractually liable to ELEETS for transportation service charges, which shall include CARRIER'S freight charges and ELEETS' fees and charges.
- k. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of ELEETS and is granting ELEETS credit terms accordingly.

2. CARRIER'S RESPONSIBILITIES:

- a. In addition to the representations and warranties made in Paragraph 1, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required by ELEETS and ELEETS' customers. Unless CARRIER holds Registered status as a hazardous materials hauler and ELEETS has notified CARRIER in writing on the Carrier Rate Confirmation that a shipment contains hazardous materials, CARRIER will not

supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

- b. CARRIER shall issue (or execute) a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transport under this Agreement. Unless otherwise agreed in writing, CARRIER shall become liable for the full actual value of the freight when it takes and receives possession thereof, and the trailer(s) is loaded and 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 null. 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 if CARRIER or its agent received the lading.
- c. CARRIER shall process and settle cargo claims, overages, shortages, and damages with diligence. In doing so,
 - 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.
 - ii. CARRIER'S liability for any cargo damage, loss, or theft from any cause shall be determined under the provisions and principles of the Carmack Amendment, 49 U.S.C. §14706. Notwithstanding, CARRIER's liability shall be for the full actual value of the damaged, lost, stolen, or delayed freight.
 - iii. CARRIER'S obligation to indemnify ELEETS and the parties entitled to recover under the bill of lading for freight loss and damage claims shall include legal fees, which shall constitute special damages, the risk of which is expressly assumed by CARRIER.
 - iv. 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 THIRTY (30) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this time period shall be deemed admission by CARRIER of full liability for the amount claimed.
 - v. CARRIER'S liability for cargo damage, loss, or theft from any cause for any one shipment, shall not exceed the full actual value of the shipment plus taxing costs.
 - vi. CARRIER shall recognize and process cargo claims submitted by ELEETS on behalf of ELEETS' shipping customer(s) as though the claim were submitted directly by the same.
 - vii. In addition to the above, it is ELEETS policy that all carriers notify ELEETS dispatch (877-997-1616) within 24 hours of the occurrence of an overage, shortage, or damage. If ELEETS dispatch is not notified within this timeframe, CARRIER may be held liable.
- d. CARRIER shall furnish ELEETS 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:
 - i. Public liability \$1,000,000;
 - ii. Motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances);
 - iii. Cargo damage/loss, \$100,000;
 - iv. 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.

CARRIER shall submit its Certificate of Insurance to: Registry Monitoring Insurance Service 5703 Corsa Avenue 1st Floor Westlake Village, CA 91362. Telephone: 800-400-4924 / Facsimile 818-933-6352. Registry Monitoring Insurance Service MUST be listed as the Certificate Holder.

- e. CARRIER irrevocably assigns to ELEETS all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from ELEETS. As such, CARRIER shall provide ELEETS with an invoice, a signed copy of the Carrier Rate Confirmation, signed bill of lading or proof of delivery, and all documentation in support of accessorial charges in a timely manner, and in no event later than 21 days from date of delivery.

CARRIER shall defend, indemnify and hold ELEETS, its shipper customer, and the bill of lading parties harmless from any claims, actions or damages, arising out of its performance under this Agreement or breach of CARRIER'S representations under this Agreement, including damages of any kind asserted against ELEETS for negligent hiring of CARRIER, cargo loss and damage, theft, delay, damage to property, and personal injury or death. CARRIER shall not be liable for any claims, actions or damages due to the negligence of the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense as they accrue.

CARRIER INITIAL _____ MC # _____

3. ELEETS RESPONSIBILITIES:

- a. ELEETS shall offer CARRIER at least two (2) loads each year of this Agreement.
- b. ELEETS shall invoice the party which is contractually responsible for payment to ELEETS, which shall be supported by CARRIER having invoiced ELEETS for CARRIER'S charges, as mutually agreed in writing, by fax, or by electronic means, contained in ELEETS' written Carrier Rate Confirmation, each of which shall be incorporated herewith upon execution by ELEETS and delivery to CARRIER by facsimile or electronic transmission. CARRIER shall execute the

Carrier Rate Confirmation and any subsequent modifying confirmation(s) and return the same to ELEETS prior to loading (except in the following cases of modification). CARRIER SHALL SUBMIT TO ELEETS WITH ITS INVOICE A COPY OF THE SIGNED (BY ELEETS) CARRIER RATE CONFIRMATION WHICH REFLECTS THE FINAL CHARGES DUE CARRIER.

- c. Rates which are verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and ELEETS has paid it. All written Carrier Rate Confirmations, including confirmations by billing and payment, shall be incorporated herewith.

NOTE: CARRIER should insist that all accessorial charges be confirmed in writing by ELEETS, as the absence of such written confirmation will delay or excuse payment to CARRIER. _____Carrier initials.

- d. The Parties agree that ELEETS shall be responsible for the billing and collection of freight charges as follows:
 - i. ELEETS is the sole party responsible for payment of CARRIER'S charges. Failure of ELEETS to collect payment from its customer shall not release ELEETS of its obligation to pay CARRIER, provided, however, that ELEETS shall have the right, duty and privilege to assert against CARRIER all customer defense(s) to payment. ELEETS shall pay CARRIER'S invoice(s) within THIRTY (30) days of receipt of the proof of delivery, and all additional supporting documents in connection with CARRIER'S invoiced charges, provided CARRIER is not in default under the terms of this Agreement.
 - ii. ELEETS shall maintain a surety bond / trust fund in the amount of TEN THOUSAND DOLLARS (\$10,000) and file evidence of the same with the Federal Motor Carrier Safety Administration (FMCSA).
 - iii. ELEETS will notify CARRIER immediately if ELEETS' 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.

4. MISCELLANEOUS:

- a. The relationship between ELEETS and CARRIER is that of independent contractor and not that of employer/employee. ELEETS has insufficient control of CARRIER, including but not limited to CARRIER'S discretion to route freight, assign equipment and drivers, and otherwise the means or methods of CARRIER'S service and nothing contained herein shall be construed to be inconsistent with this provision.
- b. CARRIER and ELEETS acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other.
- c. In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, Venue for any such action shall be in Florida, Duval County. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling.
- d. CARRIER shall not knowingly solicit freight shipments so long as this Agreement is in effect and for a period of SIX (6) months following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of ELEETS, when such shipments of shipper customers were first tendered to CARRIER by ELEETS. In the event of breach of this provision, ELEETS shall be entitled, for a period of TWELVE (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of FIFTEEN percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, ELEETS may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by ELEETS, including, but not limited to, reasonable attorney's fees.
- e. 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. In the event of violation of this Paragraph, the Parties 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 non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

CARRIER INITIAL _____ MC # _____

- f. 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. Notices sent as required hereunder, to the addresses shown in this Agreement, shall be deemed sent to the correct address.
- g. The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- h. 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.
- i. This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- j. The Parties to this Agreement are authorized to fax and email to each other at the numbers and addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- k. This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

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

Eleets Transportation

CARRIER

Authorized Signature

Authorized Signature

Title: _____

Printed Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Email: _____



Sample Copy of Minimum Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		Date (mm/dd/yyyy) Effective Date
PRODUCER: YOUR INSURANCE COMPANY (727) 536-1997	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATION DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED: YOUR COMPANY	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Your Insurance Carrier	
	INSURER B: Your Insurance Carrier	
	INSURER C: Your Insurance Carrier	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING AN 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.

INS LTR	ADD INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
X		GENERAL LIABILITY	Your Policy #	Effective Date of Policy	Expiration Date of Policy	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> Occur				MED EXP (Any one person)	\$ 5,000
						PERSONAL AND ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OR AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> Project <input type="checkbox"/> LOC						
X		AUTOMOBILE LIABILITY	Your Policy #	Effective Date of Policy	Expiration Date of Policy	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS							
<input type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	EA ACC \$
						AGG	\$
		EXCESS UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
X		WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	Your Policy #	Effective Date of Policy	Expiration Date of Policy	WC Statutory Lmts	\$
		<input type="checkbox"/> Other				\$ 500,000	
		E.L. EACH ACCIDENT				\$	
		E.L. - EACH EMPLOYEE	\$				
		E.L. - POLICY LIMIT	\$ 500,000				
X		OTHER	Your Policy #	Effective Date of Policy	Expiration Date of Policy		\$100,000
		Motor Truck Cargo				Minimum	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Registry Monitoring Insurance Service
5703 Corsa Avenue, 1st Floor
Westlake Village, California 91362

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **10** 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

SIGNED BY AUTHORIZED REPRESENTATIVE

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)
	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 ▶
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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,



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

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

SERVICE DATE
September 11, 2007

PERMIT
FF-7405-P
ELEETS LOGISTICS INC
D/B/A ELEETS TRANSPORTATION
BOCA RATON, FL

This Permit is evidence of the carrier's authority to engage in operations as a **freight forwarder of property (except household goods)**.

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

This Permit will remain in force until revoked as provided by the Federal Motor Carrier Safety Administration.

A handwritten signature in black ink that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

PFP

9. This Agreement may be cancelled at any time upon thirty (30) days notice by Trustee to Trustor on the form printed at the bottom of this Agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of this Trust Fund Agreement with the completed notice of cancellation at the Trustor's principle place of business as specified herein. The Trustee will publish said cancellation notice in appropriate motor carrier trade journal and/or credit reposting agency, so as to alert each interested motor carrier, who has theretofore relied upon this Trust Fund Agreement a additional security, of said cancellation. Motor carriers are advised to contact Trustee directly to confirm the continuing fiduciary responsibility of Trustee for payment of freight charge(s) in lieu of Trustor, to certify the surety remains in effect and in force.
10. All sums due the Trustee as a result, either directly or indirectly for the administration of the trust fund under this Agreement shall be billed directly to Trustor and, in no event, shall said sums be paid from the corpus of the surety trust fund herein established for costs and expenses incurred by the Trustee.
11. Trustee shall maintain a record of all financial transactions concerning the trust fund, which will be available to Trustor upon request and reasonable notice, and to the motor carrier(s) affected by the default in the performance by Trustor of its obligations under written contracts, agreements, or arrangements with motor carrier(s) upon request.
12. This Agreement shall be governed by the laws of the state of Virginia, to the extend not inconsistent with the rules and regulations of the Uniform Business & Professions Code and/or Uniform Commercial Code.
13. This Trust Fund Agreement is effective this 15th day of April, 2009 at the address of Trustee as stated herein, and shall continue in force until the 15th day of April, 2010, or unless terminated for cause as herein provided. Verification of this surety's effectiveness during the period of Trustor's contractual agreement with motor carrier rests solely upon the motor carrier.
14. Trustee shall not be liable for payment for any charges hereinbefore described which have or may have arisen as a result of any written contract, agreement, undertaking, or arrangement made by Trustor for the supplying of transportation by motor carrier after the effective cancellation of this Agreement as provided herein. The surety afforded under this Trust Agreement is provided solely as additional consideration by the Trustor to those motor carriers who enter into, or have entered into, written contracts, agreements, undertakings or arrangements with Trustor acting in the sole capacity of an Unregulated Surface Freight Forwarder, and is not a requirement imposed by any Federal regulatory Statute or regulation upon which Trustor while acting as an Unregulated Surface Freight Forwarder.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 17th day of April, 2009.

TRUSTOR

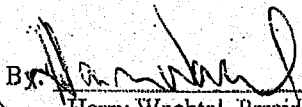
TRUSTEE

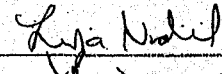
ELEETS LOGISTICS, INC.

d/b/a Eleets Transportation
3131 St. Johns Bluff Road S
Jacksonville, FL 32246

U.S. BANK, N.A.

c/o TIA Services
2650 Lake Sahara Drive #200
Las Vegas, NV 89117
Tel #(888) 231-4453

By: 
Harry Wachtel, President

By: 

Witnessed by: 
David P. Carney
Trust Administrator

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE UNREGULATED FREIGHT FORWARDER TRUST FUND AGREEMENT ORIGINALLY EXECUTED ON THE 15th DAY OF April, 2009 IS HEREBY CANCELLED EFFECTIVE THE 17th DAY OF April, 2009

U.S. BANK, N.A.
"TRUSTEE"

By: _____
Signature of Authorized Trustee Representative

