



Premier Freight Logistics, Inc.  
9490 FM 1960 Bypass W #200  
Humble, TX 77338  
Office: 281-771-1150  
Toll Free: 888-388-8210

Attention: **PFL ADMINISTRATION DEPT.** Fax Number:

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- 1) PLEASE FAX/EMAIL THE FOLLOWING INFORMATION TO US SO WE CAN SEND YOU A RATE CONFIRMATION TO BE SIGNED
  
- 2) YOUR TRUCK CANNOT BE DISPATCHED WITHOUT THIS INFORMATION ON FILE WITH US

- Copy of your operating authority
- Completed W-9
- Signed Dispatcher / Carrier Agreement (pages: 1 and 5)
- New Carrier Profile with References
- Copy of insurances (**Cargo and General Liability**) showing the following certificate holder:

Premier Freight Logistics, Inc.  
9490 FM 1960 Bypass W #200  
Humble, Texas 77338  
Fax: 281-771-1152

FAX / EMAIL TO: **PFL ADMINISTRATION DEPT.**

FAX: 281-771-1152  
EMAIL: [sales@premierfreightlogistics.com](mailto:sales@premierfreightlogistics.com)

*We look forward to working with you!*



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 Email: sales@premierfreightlogistics.com

## NEW CARRIER PROFILE

- Show Company Name as it is registered with the IRS and the Identification Number issued to your company by the IRS Form SS-4 (Identification Number from Form 941)
- If you operate as an individual- show your name below and list your Social Security Number

Company: \_\_\_\_\_ TIN/EIN # \_\_\_\_\_

Authority # \_\_\_\_\_ SSN # \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Payment Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Contact: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Does your company subscribe to any of the following:

Transcore \_\_\_\_\_ Compunet \_\_\_\_\_ Other \_\_\_\_\_ None \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Phone #: \_\_\_\_\_



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## REFERENCES

Premier Freight Logistics, Inc. requires 3 service references

1. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Years doing business: \_\_\_\_\_

2. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Years doing business: \_\_\_\_\_

3. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Years doing business: \_\_\_\_\_

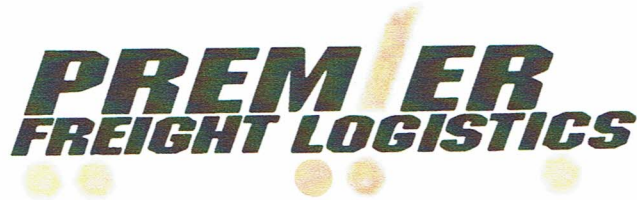
I hereby certify that the above information is true to the best of my knowledge.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



## MASTER TRANSPORTATION AGREEMENT (Broker-Carrier)

THIS AGREEMENT, "Agreement", made and intended to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Premier Freight Logistics, Inc. (PREMIER)** having offices at Humble, TX (Premier), and \_\_\_\_\_ having offices at \_\_\_\_\_ (CARRIER), collectively, the "PARTIES".

### RECITALS

**A. WHEREAS** PREMIER is licensed as a freight broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket MC965107, and as a licensed broker arranges for freight transportation; and

**B. WHEREAS** CARRIER is a licensed motor carrier pursuant to MC \_\_\_\_\_;

**C. WHEREAS**, CARRIER desires to provide transportation services on behalf of PREMIER's customers; NOW THEREFORE, intending to be legally bound, PREMIER and CARRIER agree as follows:

### AGREEMENT

**1. TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 60 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

**2. TRANSPORTATION MANAGER EFFORTS.** PREMIER agrees to solicit, obtain and arrange for transportation of PREMIER's customer's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. PREMIER'S responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of freight. PREMIER agrees to tender to CARRIER a series of shipments of no less than one load per year under this Agreement.

**3. SHIPPING DOCUMENTS.** Shipping documents include scale tickets, delivery receipts, and/or bills of lading. CARRIER shall insure that the applicable Bill of Lading contains the name and address of the shipper, the destination address, and consignee name. CARRIER is responsible for confirming the count and condition of the freight accepted by CARRIER's driver. CARRIER is also responsible for providing a clean trailer for shipments transported under this Agreement. CARRIER acknowledges that even if PREMIER is listed on the Bill of Lading as the carrier for the convenience of the shipper, CARRIER at all times, is the actual carrier of goods and PREMIER's role is limited to arranging for transportation.

**4. DISPATCH.** CARRIER shall transport a series of shipments as PREMIER may require upon reasonable dispatch and without delay, subject to the terms and conditions of this Agreement and such terms as may appear on the load confirmation. Any directions or instructions given by PREMIER to CARRIER for the transportation of the freight shall be for information and convenience only, and CARRIER retains full control of the transportation of freight assigned to it under this Agreement.



**5. RATES.** Rates shall be as set forth on Load Confirmation(s) to be issued and which supplement and amend this Agreement, by pricing agreed to by PREMIER and CARRIER and published by CARRIER, as listed in an Appendix A to this Agreement, or as otherwise agreed to by PREMIER and CARRIER. This Agreement also governs all assessorial services which may be required or performed. Rates may be amended orally but must be confirmed in writing within five working days of the modification in order to remain binding between the PARTIES. PREMIER shall make payment to CARRIER within thirty (30) days of receipt of the shipping documents from CARRIER.

**6. PAYMENT.** CARRIER authorizes PREMIER to invoice SHIPPER, receiver, consignor or consignee for freight charges on behalf of CARRIER for freight transported by CARRIER pursuant to this Agreement. In such case, payment of the freight charges to PREMIER shall relieve SHIPPER, receiver, consignor or consignee of any liability to the carrier for non-payment of charges. In no event will CARRIER seek payment from the SHIPPER, consignee or PREMIER's customer without PREMIER's written consent. CARRIER agrees not to assert a lien on freight tendered by PREMIER to CARRIER.

**7. LOSS OR DAMAGE.** Carrier shall agree that its liability for cargo loss or damage shall be that of a Motor Carrier as provided for in 49 USC § 14706 (the Carmack Amendment). Claims must be filed within one year of delivery or, if the freight was not delivered, when the freight reasonably should have been delivered. Exclusions in or limits to Carrier's insurance coverage shall not exonerate Carrier from this liability. The provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

**8. INSURANCE.** Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage - \$1,000,000

Auto Liability - \$1,000,000

Cargo Liability - \$ 100,000

Worker's Compensation – as required by law.

CARRIER shall provide certificates of insurance for each coverage outlined above, which certificates shall provide PREMIER notice of the cancellation of the above-referenced policies and give PREMIER status as an additional insured. CARRIER'S liability shall not be limited by the amount of insurance required by this Agreement, and CARRIER remains fully liable for any loss for which it is otherwise liable by law. CARRIER has the right to reject any load whose value it believes exceeds its available insurance coverage.

**9. SAFETY RATING.** CARRIER agrees that, at no time during the term of its contract with PREMIER, shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If CARRIER receives an Unsatisfactory safety rating, it shall immediately notify PREMIER who, notwithstanding anything else in this Agreement, shall have the right to terminate this Agreement immediately. PREMIER shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement.

**10. APPLICABILITY.** CARRIER agrees that the terms and conditions of this Agreement shall apply on all shipments it handles for PREMIER. Any terms in a tariff or shipping document which are inconsistent with this contract shall be subordinate to the terms of the contract. Any terms in any tariff, shipping document or other document that purport to limit CARRIER's liability for any cargo loss shall be ineffective. CARRIER enters into this Agreement pursuant to 49 U.S.C. § 14101(b) and expressly waives all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.



**11. DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. The declaring of CARRIER's driver disqualified, or if CARRIER's driver should fail a random drug test, shall immediately terminate this Agreement as to that driver; provided, however, PREMIER has the option of allowing CARRIER to substitute a driver in a timely manner to complete any trip then in progress.

**12. INDEMNIFICATION.** Without regard to the insurance limits in Section 8, PREMIER and CARRIER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement; provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence, recklessness, or intentional conduct of the other party. The obligation to defend and indemnify shall include all costs of defense, including attorney's fees, as they accrue.

**13. ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES. CARRIER is not permitted to double broker loads without written permission of PREMIER.

**14. SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

**15. INDEPENDENT CONTRACTOR.** It is understood between PREMIER and CARRIER, that neither is an agent for the other and each shall remain at all times independent of the other. PREMIER does not exercise or retain any control or supervision over CARRIER, its operations or employees. CARRIER's employees are not authorized to represent themselves as agents of PREMIER.

**16. NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred, and no course of performance or course of dealing shall arise thereby.

**17. NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:



(TRANSPORTATION MANAGER- PREMIER)

(CARRIER)

Premier Freight Logistics, Inc.  
Attn: PFL Sales  
Address: 9490 FM 1960 Bypass W #200  
Humble, TX 77338

Phone: 281-771-1150  
Fax: 281-771-1152

\_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**18. FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CARRIER or PREMIER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

**19. CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

**20. CONFIDENTIALITY.** CARRIER shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement.

**21. BACK SOLICITATION.** CARRIER shall not solicit traffic from any shipper, consignee, or customer of PREMIER where (1) the availability of such traffic first became known to CARRIER as a result of PREMIER's efforts; or (2) where the traffic was first tendered to CARRIER by PREMIER. If the CARRIER breaches this provision of this AGREEMENT, PREMIER shall be entitled to a commission of fifteen percent of the gross revenue from such traffic to CARRIER for a period of fifteen months. CARRIER also agrees that the breach of this provision entitles PREMIER to be entitled to obtain an injunction against CARRIER in a court of competent jurisdiction, at PREMIER's option.

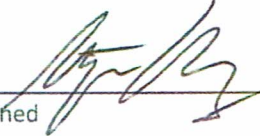
**22. ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The terms of this Agreement shall control over any inconsistent terms contained in any Rate Confirmation, Load Confirmation, bill of lading, tariff, pricing, circular, or other such documents.

**IN WITNESS WHEREOF,** the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.



TRANSPORTATION MANAGER- PREMIER

CARRIER

Signed 

Signed \_\_\_\_\_

Printed  
*STEPHEN RAMIREZ*

Printed \_\_\_\_\_

Title  
*PRESIDENT*

Title \_\_\_\_\_





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

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

**SERVICE DATE**  
April 29, 2016

**LICENSE**  
**MC-965107-B**  
U.S. DOT No. 2876013  
PREMIER FREIGHT LOGISTICS INC  
WILLIS, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

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

A handwritten signature in black ink, reading "Jeffrey L. Secrist", followed by a vertical line.

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

**Request for Taxpayer  
 Identification Number and Certification**

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

**Name (as shown on your income tax return)**

**Business name, if different from above**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 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.

**Note.** If the account is in more than one name, see the chart on page 4 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).

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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,