



## A World of Opportunities and Truckloads with Choptank

Choptank Transport, Inc. is where carriers find freight from a variety of shippers nationwide. At Choptank, you'll find great people, great loads, and fast payments.

In order to do business with your company, please fax the following information to 443-296-9473 or email us at: [carrier@choptanktransport.com](mailto:carrier@choptanktransport.com)

- ★ Carrier Information & Profile Form
- ★ Copy of Operating Authority
- ★ W-9 Form
- ★ Signed Broker/Carrier Contract
- ★ Insurance Certificate from your Agent

After we receive all of the required information, you will be an authorized Choptank Transport Carrier. Thanks for signing up and we look forward to working with your company!

To post your available equipment with us:

- ★ Email your available truck list to [carrier@choptanktransport.com](mailto:carrier@choptanktransport.com) OR visit our website at [choptanktransport.com](http://choptanktransport.com) and click on "Post Your Equipment"

3601 Choptank Road  
PO Box 99  
Preston, MD 21655  
800-568-2240  
443-296-9473 (F)  
[carrier@choptanktransport.com](mailto:carrier@choptanktransport.com)





## Carrier Information & Profile Form

Contact Information [Fill out all information completely]

**Choptank Dispatcher/Agent:** \_\_\_\_\_

Carrier Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 FED # \_\_\_\_\_ MC# \_\_\_\_\_ DOT # \_\_\_\_\_ Hazmat # \_\_\_\_\_  
 Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mail Payments To: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
 A/H Emergency # \_\_\_\_\_ Email: \_\_\_\_\_

If you would like to view our available loads, please select username & password (at least 8 characters)

Username: \_\_\_\_\_ Password: \_\_\_\_\_

May your drivers receive Comchek advances? [Check] Yes \_\_\_\_\_ No \_\_\_\_\_

Type of Equipment (please include # and length or # of axles of each applicable trailer)		
Number	Type	Length
	Power Units	
	Vans	
	Flat	
	Flat (w/ sd kits)	
	Reefer	
	Step decks	

**Company Information**

# of Owner Ops \_\_\_\_\_  
 # of Company Drivers \_\_\_\_\_

**Communications**

Satellite \_\_\_\_\_ Cell Phone \_\_\_\_\_  
 Pager \_\_\_\_\_

Forced or Non-Forced Dispatch \_\_\_\_\_  
 What is your service area? \_\_\_\_\_  
 \_\_\_\_\_

Do you service Canada? Yes \_\_\_\_\_ No \_\_\_\_\_

**If you operate Refrigerated Trailers, please answer the following questions:**

What is avg. age of reefer equipment: \_\_\_\_\_  
 Are drivers trained in reefer operation: \_\_\_\_\_  
 Do you require drivers to washout trailers btw loads? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Do you transport fresh poultry, produce, or nursery stock? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Do you require drivers to lock trailer? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Do drivers carry manual thermometers for checking load temp? Yes \_\_\_\_\_ No \_\_\_\_\_

**If you operate Flatbed equipment, please answer the following questions: [Check all that apply]**

Carry Straps \_\_\_\_\_ Chains \_\_\_\_\_  
 Coil Racks \_\_\_\_\_ Dunnage \_\_\_\_\_  
 Tarps 4ft \_\_\_\_\_ Tarps 8ft \_\_\_\_\_

# CHOPTANK

Transport

### Bank Information

PNC Bank  
 Easton, MD 21601  
 Contact: Pat Bilbrough  
 410 .820 .6080

### Trust Information

AMTEX – American Traffic Exchange  
 Contact: Dave Carney, Administrator  
 888 .231 .4453  
 GPP Bond Program \$100,000

### Advance Policy & Fees

Advances available on loads after loading is complete.

- \$30 fee per advance
- \$100 if 50% or more of rate

### Professional Memberships



Best Broker Member



### Credit References

For a FREE credit report on our company, contact Ansonia Credit Data @  
 877 .218 .2056 Attn: Tina Marie Sulpizo

**B & F Transport Inc.**  
 P.O.Box 106  
 Rocky Mount, NC 27802  
 252 .972 .6751  
 Attn: Frank Royal

**MCN Express**  
 1 Hobart Ct.  
 Randallstown, MD 21133  
 410 .922 .4559  
 Attn: Diane/ Willie

**Perdue Transportation, Inc.**  
 P.O. Box 1537  
 Salisbury, MD 21804  
 410 .543 .3103  
 Attn: Darrell Fearin

**Fox Trucking**  
 29920 Dover Rd.  
 Easton, MD 21601  
 410 .822 .2966  
 Attn: Gary

**Delavan Whiteknight Wholesale**  
 2700 Sunbury Road  
 Danville, PA 17821  
 570 .275 .5698  
 Attn: Karen

**MC#**383378    **Federal ID#** 52-2136727    **D & B#** 02-233-0042

**Red Book#** 253180    **Blue Book#** 168125



## BROKER - CARRIER AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Choptank Transport, Inc. ("BROKER"), a Registered Property Broker, Lic. No. MC-383378, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT-\_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:
  - A. Is a Registered Motor Carrier of Property authorized to provide transportation of property between all points in the United States (except Alaska and Hawaii) and Canada, under contracts with shippers and receivers and/or brokers of general commodities;
  - B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement and any supplemental terms set forth in applicable documents referenced in this Agreement for a particular Shipment;
  - C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
  - D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
  - E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph.
  - F. Is in, and shall maintain, compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers, transportation of Hazardous Materials, (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including, but not limited to workers' compensation.

Carrier Initials \_\_\_\_\_

- G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked,
- H. 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. Agrees to defend, indemnify and hold BROKER and its shipper customer, and their agents, employees and insurers, harmless from any and all claims, actions, damages, and/or demands of every nature or kind, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, arising out of, caused by or resulting in any manner from any acts or omissions, negligent or otherwise, of CARRIER, its agents or employees, in performing or failing to perform any of the services, duties or operations required to be performed by CARRIER pursuant to this Agreement, except such claims which are due to BROKER'S negligent or intentional acts or omissions. CARRIER further agrees to indemnify and hold harmless BROKER, and its agents and employees, and their insurers, from and against any and all claims, by any Shipper or other person or entity, premised upon BROKER'S selection of CARRIER to transport any Shipment. The obligation to defend shall include all costs of defense, including reasonable attorneys' fees, as they accrue.
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional."
- J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

- A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference.
- C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.
- D. PAYMENT:
  - i. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. Under no circumstances will CARRIER seek payment from Shipper, consignee, BROKER's customer or any other Party responsible for payment.

- ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
  
  - E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of at least \$10,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
  - F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
  - G. BROKER'S responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.
3. CARRIER RESPONSIBILITIES:
- A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
  - B. BILLS OF LADING: CARRIER shall issue 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 transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.
  - C. LOSS & DAMAGE CLAIMS and SET-OFF:
    - 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. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express, written permission; and
    - ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
    - iii. Special Damages: CARRIERs indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.
    - iv. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
    - v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

- vi. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value one (1) day prior to shipment pick up.
- vii. BROKER is entitled to set-off freight charges owed to CARRIER to cover any amounts owed by CARRIER to BROKER including, but not limited to, the payment of any cargo loss, damage and/or shortage claims.
- viii. CARRIER waives any lien that it might have on any Shipment. Accordingly, CARRIER shall not withhold any portion of any Shipment on account of any disputes as to rates or any alleged failure of BROKER to pay compensation due under this Agreement. If, notwithstanding this waiver, CARRIER, or anyone purporting to act on its behalf or as its successor in interest or assignee, should attempt to assert any such lien, CARRIER or such other party shall reimburse BROKER or CUSTOMER for all related costs, including reasonable attorneys' fees, in obtaining release of any such lien.

- D. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) and personal injury liability \$1,000,000.00 (\$2,000,000.00 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000 per shipment; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible in any insurance policy. The required insurance shall cover the entire geographic scope in which CARRIER will operate under this Agreement and, as applicable, be "Broad Form." Any such insurance policy shall have no exclusion or restriction which has not been made known in advance to BROKER in writing, or which would violate any provision of 49 U.S.C. § 13906, or any successor provision thereto, or any other applicable state of federal law or regulation. Policies of insurance required by this Agreement shall name BROKER as an additional insured, and shall include an Agreement by the underwriters to give BROKER at least thirty (30) days advance written notice of cancellation of or reduction in limits of such insurance. Any such cancellation or reduction, however, shall not affect obligation of CARRIER to maintain said insurance. Any violation of any provision of this Paragraph shall result in immediate termination of this Agreement.
- E. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.
- F. **FINES AND PENALTIES:** CARRIER shall be responsible for any and all fines or penalties arising out of or related to its performance of services pursuant to this Agreement. BROKER reserves the right to deduct any fines or penalties from any compensation owed to CARRIER pursuant to this Agreement.

4. **MISCELLANEOUS:**

- A. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. Neither CARRIER nor CARRIER'S employees are to be considered employees of BROKER at any time, under any circumstances, or for any purpose whatsoever. CARRIER shall be solely responsible for the direction and control of its employees, including selecting, hiring, firing, supervising, directing, training, setting and payment of wages to, deducting all required taxes and withholdings from, establishing hours and working conditions for, and paying and adjusting the grievances of, its employees.

BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision. Neither party to this Agreement is the agent of the other and neither party shall have the right to bind the other by contract or otherwise except as provided for in this Agreement.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: BROKER shall have the right, but not the obligation, to submit any dispute arising out of or relating to this Agreement, or the breach, termination or validity thereof, to arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM). For any dispute which Broker submits to arbitration, the arbitration shall be conducted by an independent and impartial arbitrator to be agreed upon by the Parties. Should the Parties fail to agree to such an arbitrator, then they each shall appoint an arbitrator, and those two arbitrators shall select the arbitrator to be utilized. Any such arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16, and judgment upon the award rendered by the arbitrator may be entered by a court having jurisdiction thereof. The arbitrator shall not be empowered to award damages in excess of compensatory damages, and each Party irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The Parties agree that this Agreement, and any and all disputes or interpretations arising under it, shall be governed by the laws of the State of Maryland, except to the extent pre-empted by applicable federal law. The Parties agree that any dispute or interpretation arising out of or pursuant to this Agreement shall be the subject of a lawsuit filed, or arbitration held, in Caroline County, Maryland. The prevailing party in any dispute arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be entitled to recovery of costs, expenses and reasonable attorneys' fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators.

E. NO BACK SOLICITATION:

i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 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, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

- F. **FAILURE TO PERFORM.** If CARRIER violates this Agreement in such a manner as to fail to complete transportation of any Shipment, abandons a Shipment, or otherwise subjects BROKER to potential liabilities, CARRIER agrees that BROKER shall have the right to make alternative arrangements for the delivery of such Shipment. CARRIER waives any recourse against BROKER for any such action, and agrees to reimburse BROKER for any cost and expenses arising out of the completion of any such Shipment, and to pay BROKER any damages for which BROKER may be liable to Customer arising out of such violation of contract by CARRIER, including reasonable attorneys' fees.
- G. **CONFIDENTIALITY:**
- i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
  - ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorneys' fees.
- H. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.
- I. **MODIFICATION OF AGREEMENT:** This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above.
- J. **NOTICES:**
- i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
  - ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
  - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- K. **CONTRACT TERM:** 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) days 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. In addition, the following shall survive termination of this Agreement: (1) any unfulfilled obligations of CARRIER; (2) BROKER's right to invoke arbitration with respect to unresolved disputes; (3) the provisions of this agreement regarding reimbursement for costs incurred in defending against claims asserted by BROKER or any assignee or successor in interest of BROKER, or anyone purporting to act on BROKER's behalf; and (4) the confidentiality, no back solicitation and non-competition provisions of this Agreement.
- L. **SEVERANCE: SURVIVAL:** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- M. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

- N. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.
- P. NEUTRAL INTERPRETATION: Each Party acknowledges having had the opportunity to be represented or advised by independent counsel of its own selection throughout all negotiations preceding execution of this Agreement and any addendums to it. Therefore, the terms of this Agreement, and any addendums to it, shall be given a neutral interpretation, and any ambiguities or uncertainty in this Agreement, or any addendum to it, shall not be construed for or against either party.
- Q. AUTHORITY TO ENTER INTO AGREEMENT: Each Party represents to the other that it is authorized to enter into this Agreement and that its entry into this Agreement does not, and will not, violate the terms of any judgment, decree or ruling or any contract with any third party.
- R. PARAGRAPH HEADINGS: The paragraph headings herein are for convenience of reference only and shall not be construed in any interpretation of this Agreement.

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

**BROKER**

**CARRIER**

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

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

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

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

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

\_\_\_\_\_  
Company Address:

\_\_\_\_\_  
Company Address:

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Fax#

\_\_\_\_\_  
Fax#

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
E-mail:

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name	
	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"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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								
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**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. person (including a U.S. resident alien).

**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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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.

**U.S. person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

## Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

PM-25  
(Rev. 1/95)

**SERVICE DATE**  
**May 19, 2000**

DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

LICENSE

MC 383378 B

CHOPTANK TRANSPORT, INC.  
PRESTON, MD, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Terry Shelton, Acting Director  
Office Data Analysis & Information

Systems