

priority1



| Carrier Packet



Priority1 Company Information

Website: www.priority1inc.com

Phone: (501) 372-3925

Fax: (855) 834-1610

Federal ID# 71-0790065

Dunn & Bradstreet# 80-465-5744

MC# 312916

SCAC: POIP

DOT# 2222837

Corporate Officers: Ken Hamilton, President

Date of Incorporation: May 2, 1996

State of Incorporation: Arkansas

Bank References:

Bank of America

200 West Capitol

Little Rock, AR 72201

Fax- 900-733-5100 (\$10 charge for query)

Trade References:

R&L Carriers

PO Box 713153

Columbus, OH 432713153

Saia Motor Freight Line Inc

PO Box 730532

Dallas, TX 753730532

Phone Number: 5015655114

Southeastern Freight Lines

PO Box 100104

Columbia, SC 292023104

Phone Number: 8037947300

SMS Trucking, Inc

PO Box 1314

Cabot, AR 72023

Phone Number 5016051125

Transplace Stuttgart

PO Box 90407

Chicago, IL 60696

Phone Number 8006439566

Physical Address:

1800 East Roosevelt Rd

Little Rock, AR 72206

Mailing Address:

PO Box 398

North Little Rock, AR 72115

Payment Only Address:

PO Box 840808

Dallas, TX 75284-0808

Initials _____

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PRIORITY-1, INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 398	Requester's name and address (optional)
	6 City, state, and ZIP code NORTH LITTLE ROCK, AR 72115	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

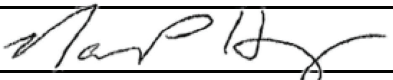
Social security number									
			-			-			
or									
Employer identification number									
7	1	-	0	7	9	0	0	6	5

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/3/2019
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PM-25
(Rev. 1/95)

SERVICE DATE
February 06, 1997

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 312916 B

PRIORITY-1, INC.

LITTLE ROCK, AR, 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 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division

Registration Document



The U.S. Environmental Protection Agency recognizes

Priority1 Inc

As a Registered

SmartWay® Transport Partner

Partnership Date: 01/04/2021

SmartWay ID: 25618812

Expires: 09/16/2021

A handwritten signature in blue ink, appearing to read "Cheryl Bynum".

Cheryl Bynum
Center Director, SmartWay Transport Partnership



Carrier Qualification Form

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Federal ID #: _____ MC #: _____

Remittance Address:

Phone Number: _____

Are you going to want quick pay?

Yes ☐ No ☐

Alternate Number: _____

**Please complete page 13*

Fax #: _____

Dispatch Contact: _____

Email Address: _____

After Hours Contact: _____

After Hours Names: _____

After Hours Email Address: _____

Type of Equipment:

Of Dry Vans _____ # Of Reefers _____ # Of Flat Beds _____

Of Lowboys _____ # Of Drop Decks _____ Other _____

Haz Mat Endorsed? Please Mark Yes ☐ No ☐

Satellite Equipped? Please Mark Yes ☐ No ☐

Ability to Drop Trailers: (if so, where?) _____

Preferred Traffic Lanes:

Initials _____



References

Please provide the names and contacts information of two references who are current customers of yours”

Company Name: _____

Contact Name: _____

Contact Person Phone: _____

Contact Person Email: _____

Company Name: _____

Contact Name: _____

Contact Person Phone: _____

Contact Person Email: _____

Customer Name: _____

Signature: _____

Date: _____



CONTRACT CARRIER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between
_____ MC# _____ an I.C.C. licensed contract
motor carrier, "CARRIER", and PRIORITY-1, INC., P.O. Box 398, North Little Rock, Arkansas 72115,
MC#312916 B, an F.H.A. licensed property broker.

1. PRIORITY-1 is a freight broker authorized by the F.H.A. under License No. 312916 B to arrange for the transportation of property by motor carrier on behalf of shippers, and for the purposes of contract carriage sufficiently controls the arrangements for transportation of the commodities to be tendered to CARRIER under this agreement.
2. PRIORITY-1 agrees to offer for shipment and CARRIER agrees to transport in its own equipment at least 200,000 pounds annually in a series of shipments and such additional quantities of freight as PRIORITY-1 may tender subject to the availability of equipment.
3. PRIORITY-1 agrees to pay CARRIER for the transportation of freight moved under this agreement in accordance with the rates set forth in writing or made verbally and confirmed in writing to meet specific shipping schedules. Confirmation of verbally agreed rates will be made by a recap, faxed or mailed, by PRIORITY-1 to CARRIER and by the CARRIER'S pick up of the shipment. In addition, confirmation of any verbally agreed rates shall be made by the CARRIER's billing and PRIORITY-1 within sixty (60) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills, shall be deemed as appendices to and considered a part of this agreement.
4. Whether or not CARRIER is authorized to operate, or does operate as a common carrier, each and every shipment tendered to CARRIER by PRIORITY-1 shall be deemed to be a tender to CARRIER as a motor contract carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage hereunder.
5. PRIORITY-1 and CARRIER agree that the transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C. 10102, by assigning motor vehicles for a continuing period of time for the exclusive use of PRIORITY-1, or by providing specialized services or equipment designated to meet the distinctive needs of PRIORITY-1, the consignor, or our customer. Such services shall include, when applicable, but shall not be limited to: protective services, multiple stops in transit, direct dispatch, drop shipments, inside deliveries, spotting trailers, expedited shipments and driver unload/assist.

Initials _____

6. CARRIER, at its sole cost and expense, shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of PRIORITY-1, CARRIER shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation.

7. CARRIER will be responsible to comply with all applicable I.C.C. and D.O.T. regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.

8. CARRIER shall issue a bill of lading in its own name and shall be liable for loss, damage, or delay of any shipment while in the possession or control of CARRIER. CARRIER hereby assumes the liability of a motor common carrier as provided In Section 11707 of Title 49 of the United States Code, as in effect on the effective date of this agreement. The terms, conditions, or provisions of the bill of lading or any other shipping form utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern.

9. CARRIER agrees to hold PRIORITY-1 harmless from and indemnify PRIORITY-1 for any liability resulting from loss or damage to any freight transported by CARRIER pursuant to this agreement, Including all costs to defend claims. CARRIER also agrees to hold PRIORITY-1 harmless from and indemnify PRIORITY-1 for any liability resulting from personal Injury or property damage which may occur during the operations of CARRIER pursuant to this agreement, including all costs to defend claims.

10. The duties and obligations of the CARRIER, under the terms of this agreement shall be as follows:

A. The CARRIER shall provide the PRIORITY-1 with equipment that meets Federal Dept. of Transportation standards and complies with existing Federal Safety Regulations. Furthermore, CARRIER shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is CARRIER allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

B. The CARRIER agrees to maintain insurance as required by State law regulations for the protection of the public and a minimum of \$100,000 insurance coverage for the protection of cargo, to compensate PRIORITY-1, owner or consignee for loss or damage of property belonging to them, individually or jointly, while in the control or possession of the CARRIER. Said Insurance shall comply with all requirements of the State, and CARRIER shall cause a certificate of insurance to be forwarded to PRIORITY-1. This certificate shall require the insurance carrier to give PRIORITY-1 written notice thirty (30) days prior to cancellation of insurance coverage. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s)

Initials _____

or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker.

Furthermore, the carrier is required to carry:

- Auto Liability in the amount of US \$1,000,000
- Commercial General Liability insurance, in a limit of not less than US \$1,000,000 per occurrence.
- Worker's Compensation insurance in the amounts required by statute.
- Employer's Liability insurance with limits not less than US \$500,000 per occurrence.
- If Carrier provides Transportation Services for hazardous materials under DOT regulations, public insurance required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto).

C. The CARRIER agrees to notify PRIORITY-1 immediately if a driver is detained, but no later than two hours from the time the detention began. PRIORITY-1 will make every effort to ensure CARRIER is unloaded as timely as possible. PRIORITY-1 will not be held accountable for detention charges when CARRIER does not notify PRIORITY-1 per the above guidelines.

D. CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate signed delivery receipts and bill of lading. CARRIER assumes the liability of a common Carrier for loss, delay, damage to or destruction of any and all of the Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to PRIORITY-1 its customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed and any costs to dispose of damaged product. To the extent that any reasonable salvage value remains in the damaged shipment after all names, trademarks, logos, and other Identifying marking are removed, and where CARRIER has already paid claimant the full value of the shipment or damaged portion thereof, CARRIER may request transfer of the salvage from claimant. Cargo claims shall be Investigated and settled in accordance with the regulations codified at 49C.F.R.370. PRIORITY-1 will send In writing within 12 months of delivery (or date claim if load never delivered) a statement of any loss or expenses resulting from a cargo claim.

E. Under no circumstances may CARRIER withhold any product in an effort to collect or increase payments/charges.

11. CARRIER will bill all charges for transportation services directly to PRIORITY-1 and CARRIER shall provide PRIORITY-1 with a copy of the signed bill of lading and delivery receipt. PRIORITY-1 shall be responsible for the collection and payment of charges to CARRIER. CARRIER agrees that it will look only to PRIORITY-1 for payment if the billed party has paid PRIORITY-1. It is CARRIER'S obligation to inform

Initials _____

PRIORITY-1 of any and all accessorial charges as they occur (or such charges may not be reimbursed) and submit a legible POD with product and weight and piece count description along with any and all accessorial receipts legibly signed by consignee. If detention is requested, it must have both in and out times on POD and signed/initialed by consignee. PRIORITY-1 agrees that it will endeavor to pay all freight bills for transportation performed within thirty (30) days of receipt or the date of delivery of the shipment.

12. The relationship of CARRIER to PRIORITY-1 shall, at all times, be that of an independent contractor. PRIORITY-1 has no jurisdiction or control over the manner in which CARRIER conducts its business. It is expressly understood and agreed that this Agreement shall not create, under any circumstances, any relationship between the parties other than that of an independent contractor relationship. It is not the intent of this Agreement to create an employer/employee, partnership, joint venture, agency, franchisee or any other such relationship.

13. Obligations of this agreement are separate and divisible and In the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

14. CARRIER agrees that customer names, transportation rates, and similar information are deemed trade secrets and confidential business information not known to CARRIER before doing business with PRIORITY-1, and therefore agrees not to back solicit such customers. CARRIER agrees to pay ten percent of gross revenue per shipment for a period of twelve months if back solicitation is determined.

15. CARRIER will not re-broker, assign or interline the shipments hereunder without prior written consent of PRIORITY-1. If CARRIER breaches this provision, PRIORITY-1 shall have the right of paying the monies it owes CARRIER directly to the delivering CARRIER, in lieu of payment to CARRIER. Upon PRIORITY-1's payment to delivering CARRIER, CARRIER shall not be released from any liability to PRIORITY-1 under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

16. CARRIER Moving Perishables. CARRIER warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. CARRIER warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and PRIORITY-1.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by PRIORITY-1 or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request

Initials _____

The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

17. This agreement is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the state of Arkansas without reference to the choice of law principles thereof.

18. This agreement shall be deemed to be effective on the first date that CARRIER and PRIORITY-1 commenced business together and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal and in writing. This agreement shall be effective continuously subject to the right of either party hereto to cancel the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

CARRIER: _____

PRIORITY-1, INC.

Name: _____

Name: _____

TITLE: _____

TITLE: _____

Signature: _____

Signature: _____

Must be signed by one of the following: President, Vice President, Secretary/Treasurer, General Manager or Operations Manager



Initials _____



Quick Pay Enrollment

Overview:

With the Priority1 Quick Pay Program ("QP") carriers have the option to receive payment for completed shipments faster than our standard 30 day payment terms for a small discount on the gross amount owed to the carrier. The current discount rate is 3% for payment initiation within 3 business days.

Terms and Conditions:

1. Carriers must enroll in or opt out of QP at the time they are set up with Priority1.
2. Upon enrollment in QP, all loads will be subject to the discount rate until Carrier opts out of the QP program entirely by notifying Priority1 in writing.
 - a. Two business days must be allowed to be taken off of QP.
 - b. Carriers are not permitted to opt out of QP more than twice per calendar year.
3. Under QP, payment will be initiated to the carrier within 3 business days of receipt of all required complete, legible paperwork which includes but is not limited to invoices, signed proof of deliveries, lump sum receipts, etc.
 - a. Payment initiation is the day funds are released from our bank, not the day you receive payment. Each bank has its own processing procedure which may affect the timing of funds becoming available in your account.
 - b. Business days are defined as weekdays that do not include the observance of the following holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas.
4. Documentation received after 12 PM CST will be considered as received on the following business day.
5. Payment will be made by ACH unless otherwise agreed upon.
6. To expedite invoice processing, required paperwork should be e-mailed to TLAP@priority1inc.com.
7. Priority1 reserves the right to reverse ACH transactions for payments made in error.
8. Priority1 may change, modify, add to/or remove from these Terms and Conditions, expressly including changing the discount rate by providing the carrier with 15 days advance written notice of such changes. Written notice will be made via e-mail to the carrier's last known e-mail address on file with Priority1 or via registered mail to last known mailing address on file with Priority1. If carrier disagrees with any changes they may stop participation by notifying Priority 1 in writing via e-mail to TLAP@priority1inc.com.

Payment Enrollment (select one)

- ☐ Quick Pay (3 Days, 3% Discount) also complete ACH enrollment on the following page
- ☐ Standard Pay (30 days, no discount)
- ☐ Factoring Company

Legal Carrier Name and DBA, if applicable _____

Name of Owner/Officer and Title _____

Signature of Owner/Officer and Title _____

Date _____



PO Box 398, North Little Rock, AR 72115
888-569-8035
Priority

Priority 1 offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the bank account of your choice. In addition to having the money deposited electronically, you will also be notified of the deposit by e-mail. The e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, and return it to Priority1.

Payee Information			
MC#:		SSN or Federal ID #:	
Payee Name:			
Remit Address(es) for applicable accounts:			
E-mail address for			
payment notification:			

Bank Information	
Bank Name:	
Name on Account:	
Account #:	
Routing #:	

I authorize Priority1 to transmit payment to the bank account shown above through ACH transactions. I understand Priority1 has the right to reverse ACH transactions made in error.

Name(s):
Please print _____ Title: _____

Authorized Signature _____ Date _____