Southland Transport Service of Stuttgart, LLC 1085 Highway 165 North Stuttgart, Arkansas 72160

Phone: 870-672-7900 / Fax: 870-672-7717

Co Broker Packet

Broker Information

Broker Name:		
Federal ID#:		MC#
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

The Carrier Name provided on your Insurance will be used for ALL checks made out to you. The Mailing Address provided above will be used for ALL checks and ALL other correspondence



Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

2 Business name/disregarded entity name, if different from above									
3 Check appropriate box for federal tax classification of the person whose no following seven boxes.	ame is entered on line 1. Ch	eck only one	of the	10		entitie	s, not	es app individ	
Individual/sole proprietor or C Corporation S Corporation S Corporation	on Partnership	☐ Trust/e	estate		Exempt payee code (if any)				
Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=Partner	ship) ▶							
following seven boxes. Individual/sole proprietor or S Corporation S Corporation in S Corporation	tion of the single-member of from the owner unless the opurposes. Otherwise, a sing	wner. Do not owner of the gle-member	LLU I	nat C	ode (if	any)	_	TCA re	
Other (see instructions) ▶		Requester'							ide ure
5 Address (number, street, and apt. or suite no.) See instructions.		Requester	s nam	ie and	addre	iss (of	Juona)	
6 City, state, and ZIP code		Sunflowe 20112 W Pratt KS	54 F	łwy	odity	Tra	ding	3	
7 List account number(s) here (optional)		rutt ito							
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Taxpayer Identification Number (TIN) aryour TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to av	oid S	ocial	secur	ity nur	mber			
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lent alien, sole proprietor, or disregarded entity, see the instructions for ies, it is your employer identification number (EIN). If you do not have a	n number, see How to as	et a			L				
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am a U.S. citizen or other U.S. person (defined below); and									
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CO-BROKERAGE AGREEMENT BETWEEN LICENSED TRANSPORTATION BROKERS

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RECITALS

- A.) The Parties are licensed property brokers <u>as noted above</u>, and authorized by the FMCSA (Federal Motor Carrier Safety Administration, US Department of Transportation) to arrange for the transportation of freight by motor vehicles (including draymen) and/or railroad intermodal service and desire to work with each other to arrange the transportation of freight on behalf of shipper customers.
- **B.**) This Agreement shall apply to transactions where the broker providing the shipping customer(s) whose freight is to be transported, is designated as Broker A, and the broker who contracts with motor carriers (including draymen), and/or rail carriers to transport freight, is designated as Broker B.
- **C.**) The terms of this Agreement are intended to apply to all co-brokered transactions between the Parties, where either of them may be acting in either capacity, as BROKER A or B.
- D.) The licenses of the Party are not subject to threatened, or pending revocation or suspension; each Party has and will maintain during the term of this Agreement the surety bond required of property brokers to be on file with the FMCSA; and the Parties are, and will be during the term of this Agreement, in compliance with all applicable state and federal regulations pertaining to the operation of their businesses.

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E.) The persons signing this Agreement are authorized to do so and intend to bind their respective Parties.

NOW THEREFORE, in consideration of the terms, covenants and conditions herein set forth, it is agreed:

1.) Broker B Responsibilities: BROKER B shall be solely responsible for exercising due diligence in selecting carriers for the performance of this Agreement which includes, but is not limited to: verifying the carrier's operating authority (state and/or federal), obtaining proof of the carrier's insurance coverage, with coverage not less than \$1,000,000 Auto Liability; and \$100,000 cargo, (SEE REQUIREMENTS PAGE) verifying the carrier does not have an "Unsatisfactory" safety rating with the FMCSA, executing a written contract with carriers, which includes carriers representation of compliance with all applicable state and federal safety regulations, and for intermodal shipments, contracting only with motor carriers who have executed, and represent that they are in compliance with the terms of a current Uniform Intermodal Interchange Agreement (UIIA).

<u>Broker B Insurance</u>: BROKER B, shall procure and maintain its own insurance coverage and shall provide BROKER A with proof of insurance satisfactory to BROKER A.

2.) <u>Prohibition Against Re-Brokering</u>: BROKER B shall not, nor allow a carrier to, re-broker, sub-broker, subcontract, assign, interline, or warehouse any shipments hereunder without the prior written consent of BROKER A.

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- 3.) Billings and Payments: BROKER A is authorized to, and shall be responsible for, billing and collection from shippers, consignees, and third parties responsible for payment of its charges. BROKER A shall pay BROKER B for agreed upon charges (commissions and carrier charges as specified by rate schedule or load confirmations, which are hereby incorporated by reference) within _____ days of receipt of BROKER B's invoice and proof of delivery. BROKER B shall pay the motor carrier(s)/ railroads as required under its written contract(s) with such carrier(s) regardless of whether BROKER A timely pays BROKER B. In the event that payments to carrier(s) are not made in accordance with the payment terms of the BROKER B/carrier agreement(s), and the carrier is in compliance with that agreement, BROKER A may pay the delivering carrier(s) directly upon written notification to BROKER B and, in so doing, shall discharge its entire obligation to pay BROKER B. BROKER B shall not bill or collect freight charges from BROKER A's customers/shippers, consignees, or other parties responsible for payment, provided BROKER A has complied with the terms of this Agreement
- 4.) Minimum Shipments: BROKER A shall offer at least one (1) shipment per year to BROKER B.
- 5.) Confidentiality: The Parties agree that they shall not use or disclose any of the contents of the Agreement including but not limited to, all sales and marketing information received from each other or from shipper customers or carriers providing transportation services to them, financial information received, brokerage fees charged and received, non-brokerage fees charged and received, amounts charged to and paid by shippers, consignees or others responsible for payment, amounts of freight charges billed and received, and motor carrier rates, given or exchanged with any person or entity except as necessary to conduct the business contemplated hereunder.
- 6.) No Back-Solicitation: In recognition of the fact that each of the Parties has invested substantial effort and money in developing its customers and each Party may separately procure new accounts during the term of the Agreement, the Parties expressly agree that:

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- A. BROKER B shall not solicit business from nor perform brokerage services directly, or indirectly on behalf of any shipper/consignee/third parties first introduced to it by BROKER A, or through the performance of this Agreement. However, if BROKER B has conducted business with such shippers/consignees/third parties prior to entering into this Agreement then BROKER B can continue to solicit those traffic lanes previously served. "Traffic lanes" for purposes of this Agreement shall mean origination locations to destination locations for both truckloads and LTL shipments.
- **B.** It is further agreed that this non-solicitation provision shall be in force and effect during the term of this Agreement and for a period of one (1) year from the date of the termination of this Agreement for any reason.
- C. In the event of non-compliance with the specific provisions of this paragraph, BROKER B shall, upon discovery of breach by BROKER A, be liable to BROKER A for <u>fifteen</u> percent (15%) of the gross transportation revenue received by BROKER B from said shipper(s) within one (1) year after the date of termination of this Agreement.
- 7.) Term: Termination: This Agreement shall be in effect for a period of one year beginning with the date of signing by both Parties and shall be automatically renewed for like periods unless terminated by either Party for any reason, upon at least thirty (30) days advance written notice. Termination of this Agreement shall not relive either Party from completing and performing their obligations to each other and to carriers and/or shipper customers, or any of the obligations arising out of the terms contained in this Agreement. Unless otherwise provided herein, or agreed in writing in advance, neither Party shall be liable to the other for consequential damages of any kind.

8.) Indemnification:

A. BROKER A shall defend, indemnify, and hold BROKER B and its carrier(s) harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fees, arising out of BROKER A's performance of this Agreement, or any violation by BROKER A of any of the terms of this Agreement or caused by BROKER A's shipper customer.

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- B. BROKER B shall defend, indemnify, and hold BROKER A and its shipper, consignee, or third parties responsible for payment, harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fees, arising out of BROKER B's and/or its carrier's performance of this Agreement, or any violation by BROKER B of any of the terms of this Agreement.
- C. Unless the Parties notify each other in writing prior transportation of any shipment, of greater freight values, the Parties indemnification obligations for freight loss and damage shall not exceed \$100,000 for any one shipment.
- 9.) Notice of Claims: The Parties shall provide each other with immediate notice or any cargo loss or damage claims as well as any other claims arising out of this Agreement and will cooperate with each other in resolution of any such claim(s).
- 10.) Disputes: In the event of a dispute arising out of this Agreement the Parties shall provide each other with 15 days prior detailed written notice in which to "cure" any alleged default. If no "cure" is completed (or is not substantially in process), legal proceedings may be commenced in not more than two (2) years from the date of the last occurrence of default, in the state(s) in which either of them have their principal offices. The prevailing Party in any legal proceeding shall be entitled to recover reasonable attorney fees. Unless preempted or controlled by federal transportation law and regulations, the laws of the state of the Party commencing legal proceedings shall be controlling without regard to conflicts of laws principles. The Parties wave all objections to venue and jurisdiction in those states,
- 11.) No Assignment: This Agreement may not be transferred, assigned or pledged by either Party without prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, executors, administrators, successors and assigns.

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- 12. Notices: Unless the Parties notify each other in writing of a change of address, any and all notices required permitted to be given under this Agreement shall be in writing (certified US mail, return receipt requested, or fax to (870)672-7717 or email to southlandtransport@hotmail.com with machine imprint on paper acknowledging successful transmission) and shall be addressed as shown in the signature lines below.
- 13.) <u>Validity/Survival</u>: If any provision of the Agreement shall be held invalid, illegal or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full effect. The representations, rights and obligations of the Parties shall survive termination of this Agreement for any reason.
- 14.) Waiver: No waiver of any provision of this Agreement, or the breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach. This Agreement is for specified services pursuant to 49 USC 14101 (b). To the extent that the provisions herein are inconsistent with Part (b), Subtitle IV, of Title 49 USC (ICC Termination Act of 1995) the Parties expressly waive all rights and remedies they may have under the Act.
- **15.** <u>Independent Contractors</u>: The relationship of the Parties to each other shall at all times be that of independent contractors.
- **16.**) <u>Recitals: Headings</u>: The Recitals above are contractual as well as recital. Paragraph headings are intended for convenience only, and shall not be considered substantive.
- 17.) Integration: This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and supersede all prior Agreements and understandings, verbal and/or written between the Parties with respect to such subject matter. The Parties intend that no extrinsic evidence may be introduced to reform this Agreement in any legal or equitable proceeding. This Agreement does not supersede any agreement that either Broker has with any shipper or carrier.

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IN WITNESS whereof the Parties have signed this Agreement this	day of
20	
Authorized Signature:	
Print Name of Signee:	
Title (Position in Company of Signee):	
Date:	
SOUTHLAND TRANSPORT SERVICE OF STUTTGART, LLC	
Clay Sisus	
Authorized Signature	
Printed Name & Title: Clay Siems, VP of Operations	
Address: 1085 HWY 165 N, Stuttgart, AR 72160	
Phone Number: (870)672-7900 Fax Number: (870)672-7717	-

Southland Transport Service of Stuttgart, LLC 1085 HWY 165 North Stuttgart, AR 72160

Phone: 870-672-7900. Fax: 870-672-7717

WORKERS' COMPENSATION WAIVER

As a requirement to do business with Southland Transport Service of Stuttgart, LLC, all service providers must abide by the Workers' Compensation laws as governed by their applicable state. To meet our requirements, Southland Transport Service of Stuttgart, LLC will need evidence that your company has an active Workers' Compensation policy. In the event that your company is not required to carry Workers' Compensation or in the event that your company does not carry Workers' Compensation, you are required to sign the Indemnify and Hold Harmless statement below. Please send a copy of your certificate of insurance evidencing your Workers' Compensation coverage or sign this statement.

Company listed below understands and agrees that Southland Transport Service of Stuttgart, LLC is not a carrier and that no subcontractor relationship exists between our company and Southland Transport Service of Stuttgart, LLC. We further agree that we shall indemnify and hold harmless Southland Transport Service of Stuttgart, LLC from all losses or incident with our employees, subcontractors and owner operators under the category of Employers' Liability.

Print Company Name	
Authorized Signature	
Data	

GENERAL AGGREGATE

2,000,000

100,000



GEN'L AGGREGATE LIMIT APPLIES PER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Sara Pool		
Meadors Adams & Lee, Inc. P.O. Box 3456		PHONE (A/C, No, Ext):	FAX (A/C, No):	
Little Rock, AR 72203		E-MAIL ADDRESS: Sara@ma-lee.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Cincinnati Insurance Comp	anies	10677
INSURED		INSURER B : Beazley Marine-Syndicate 2623		
	sport Service Of Stuttgart LLC	INSURER C : Cincinnati Specialty Und (CSU)		13037
1085 Hwy 165 N Stuttgart, AR 72160		INSURER D : West American Insurance Co.		44393
Stategart, AN 72100		INSURER E :		
		INSURER F:		
COVERAGES CE	RTIFICATE NUMBER:	REVISION NUI	MBER:	
THIS IS TO CERTIFY THAT THE POLICE	CIES OF INSURANCE LISTED BI	FLOW HAVE BEEN ISSUED TO THE INSURED NAMED ABO	VE FOR THE	DOLLOY DEDIOD

INDICATED. NOTWITHSTANDING ANY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) EPP 0148640 8/12/2024 100,000 8/12/2027 Premises GL 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY

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C UMBRELLA LIAB X OCCUR 2,000,000 EACH OCCURRENCE 3 **EXCESS LIAB** CLAIMS-MADE CSU 0061463 8/16/2024 8/16/2025 2,000,000 AGGREGATE S

DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE XWW57960765

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 8/16/2024 8/16/2025 1,000,000 E.L. EACH ACCIDENT 1.000.000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 DISEASE - POLICY LIMIT B Contingent Cargo W0301124PNVE 8/15/2025 \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contingent Coverage Policies. Excess policy is over Premises General Liability & Employers Liability policies.

CERTIFICATE HOLDER	CANCELLATION						
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	AUTHORIZED REPRESENTATIVE						

ACORD 25 (2016/03)

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

400 7th Street SW Washington, DC 20590

SERVICE DATE August 18, 2005

LICENSE

MC-530192-B
SOUTHLAND TRANSPORT SERVICE OF STUTTGART, LLC
STUTTGART, AR

This License is evidence of the applicant's authority to engage in operations, in interstate or fereign 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. Faiture to maintain compliance will constitute sufficient grounds for revocation of this authority.

Angeli Sebastian, Chief Information Systems Division

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BPO

Form W-9 (Rev. March 2024)

(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	 e you begin. For guidance related to the purpose of Form W-9, see Purpose or Form, below. Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) 													
Print or type. See Specific Instructions on page 3.	Southland Transport Service of Stuttgart, LLC 2 Business name/disregarded entity name, if different from above.													
													3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor	
	Other (see instructions) 3b if on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions						(Applies to accounts maintained outside the United States.)							
	5 Address (number, street, and apt. or suite no.). See instructions. 1085 Hwy 165 N	Requeste	ester's name and address (optional)											
		6 City, state, and ZIP code												
	Stuttgart, AR 72160													
	7 List account number(s) here (optional)													
Pa	Taxpayer Identification Number (TIN)													
Enter	ryour TIN in the appropriate box. The TIN provided must match the name given on line 1 to a	void	Socia	sec	urity	num	ber							
backup withholding. For individuals, this is generally your social security number (SSN). However, for a					-			_						
resid	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	et e												
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.					or									
			Empl	nployer identification number										
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.				-	- 2	9	5	7	9	2	1			
Pai	rt II Certification													
Unde	er penalties of perjury, I certify that:													
2. la Se no	ne number shown on this form is my correct taxpayer identification number (or I am waiting form not subject to backup withholding because (a) I am exempt from backup withholding, or (be arvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest to longer subject to backup withholding; and) I have no	t be	n no	otified	by	the I	nter	nal l	Reve	nue at I am			
3. la	am a U.S. citizen or other U.S. person (defined below); and													
4. Th	ne FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA report	ing is corre	ect.							1.30				
beca	ification instructions. You must cross out item 2 above if you have been notified by the IRS that use you have failed to report all interest and dividends on your tax return. For real estate transact sistion or abandonment of secured property, cancellation of debt, contributions to an individual remaining the certification, but you must provide than interest and dividends, you are not required to sign the certification, but you must provide	tions, item attrement a	z doe	eme	nt (IR	A). a	nd.	ong	age rally	, pay	ments			
Sig	n Signature of	Date 2												
Ge	eneral Instructions New line 3b has required to complete	te this line	to ir	dica	ate th	at it	has	direc	ct o	indi	rect			
Sect	tion references are to the Internal Revenue Code unless otherwise foreign partners, o to another flow-thr	wners, or ough entit	y in v	vhich	h it h	as ar	ow	ners	hip	inter	est. Thi			

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-5 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they