

Southland Transport Service of Stuttgart, LLC
1085 Highway 165 North
Stuttgart, Arkansas 72160
Phone: 870-672-7900 / Fax: 870-672-7717

Carrier Information

Carrier Name:_____

Social Security or Federal ID#:_____ MC#_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

Phone:_____ Fax:_____

Email:_____

Factoring Company(If used):_____

****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****

PLEASE COMPLETE, RETURN, & PROVIDE ALL OF THE FOLLOWING :

- **Carrier Information Page**
- **W-9 Form**
- **Broker - Carrier Agreement Form with each page Initialed/Signed**
- **Workers Comp Waiver Form(Unless you can provide proof of carrying Workers Compensation Insurance)**
- **Authority**
- **Certificate of Insurance with Southland listed as Additional Insured and also having the Equipment covered by your policy listed(Equipment has to be listed if your insurance company has your policy covering "Scheduled Autos")**

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.	
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 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
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									
				-					

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 ►

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.

Southland Transport Service of Stuttgart, LLC Broker - Carrier Agreement

This Transportation Agreement is entered into this month: _____,
day: _____, year: _____ by and between Southland Transport Service of
Stuttgart, LLC (hereinafter referred to as "**BROKER**") and company
name: _____ (hereinafter referred
to as "**CARRIER**"). MC# _____ DOT# _____

WHEREAS, **BROKER** is a company who arranges with an operator to carry the goods of another person or company, for compensation and by commercial motor vehicle and may be duly registered where required.

WHEREAS, **CARRIER** is a person or company registered (registered means operating under authority issued by all applicable regulatory authorities) to carry goods (property) of another person or company by commercial motor vehicle for compensation.

WHEREAS, the name "**SHIPPER**" is the customer of the **BROKER** and is also known but not limited to names consignor, consignee, and receiver.

1. **CARRIER REPRESENTS AND WARRANTS THAT IT:**

- A. Is an operator of commercial motor vehicles and/or motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities.
- B. Shall transport the goods (property), under its own Operating Authority and subject to the terms of this agreement.
- C. Agrees that a **SHIPPER**'s insertion of **BROKER**'s names as the carrier on a bill of lading shall be for the **SHIPPER**'s convenience only and shall not change **BROKER**'s or **CARRIER**'s status as defined above.
- D. 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 delivering carrier, in lieu of payments to **CARRIER**.
- E. Will be liable for consequential damages for violation of this Paragraph.

Initial: _____

- F. Will notify **BROKER IMMEDIATELY** if **ANY** Operating Authority is revoked, suspended, or rendered inactive for any reason; or any insurance required hereunder is terminated, cancelled, suspended or revoked for any reason.
- G. Shall defend, indemnify, and hold **BROKER** and its shipper customers harmless from any claims, actions, or damages arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. **BROKER** shall not be liable to the **CARRIER** for any claims, actions, or damages due to the negligence of the **CARRIER** or the **SHIPPER**. The obligation to defend shall include all costs of defense as they accrue.
- H. Does not have and Unsatisfactory safety rating issued by the Federal Motor Carrier Safety Administration or U.S. Department of Transportation and will notify the **BROKER** in writing immediately if its safety rating is changed to Unsatisfactory or Conditional.
- I. Authorizes **BROKER** to invoice **CARRIER's** freight charges to shipper, consignee, or third parties responsible for payment.
- J. **CARRIER** certifies it is aware of the Truck and Bus Regulations (Title 13, California Code of Regulations, Section 2025) and engine model year and PM filter information about its trucks.

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**. **BROKER** shall inform **CARRIER** of place, origin, and destination of all shipments and if applicable, any special shipping instructions or special equipment requirements, for 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.

Initial: _____

- C. **RATES:** ADDITIONALLY, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where **CARRIER** has billed agreed rate and **BROKER** has paid it. Rates of charges including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges shall only be valid when specifically agreed to in a signed writing by the Parties.
- D. **PAYMENTS:** The Parties agree that **BROKER** is the sole party responsible for payment of **CARRIER** 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** within thirty (30) days of receipt of the bill of lading or proof of delivery, provided **CARRIER** is not in default under the terms of the Agreement. If **BROKER** has not paid **CARRIER** invoice as agreed, and **CARRIER** has complied with the terms of the Agreement, **CARRIER** may seek payment from shipper or other responsible party for payment after giving **BROKER** twenty (20) business days advance written notice. **CARRIER** shall not seek payment from **SHIPPER** if **SHIPPER** can prove payments to **BROKER**.
- E. **BOND:** If applicable **BROKER** shall maintain a surety bond on full with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

3. CARRIER RESPONSIBILITIES:

- A. **EQUIPMENT:** **CARRIER** agrees to provide the necessary equipment and 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. **CARRIER** agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. **CARRIER** shall become fully responsible/liable for the freight when it takes/ receives possession thereof, and the trailer is loaded, regardless of whether a bill of lading has been issued until delivery of the shipment to the consignee and the consignee signs the bill of lading delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of the Agreement. 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. **CARRIER's** relationship to **BROKER** shall at all times only be that of an independent contractor. **CARRIER** will operate vehicle under its own name at its own cost and expenses and not as an agent of said **BROKER**.

Initial: _____

- D. CARRIER** agrees that it will not directly solicit shipments from any account referred to it by **BROKER** when such shipments were first tendered to **CARRIER** by **BROKER**, unless otherwise agreed to in writing, for a period of one (1) year following the date of the initial referral of the date service is last performed for such account under the terms of the agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit **CARRIER** from soliciting any of **BROKER**'s accounts. In the event that **CARRIER** breaches this provision, **CARRIER** shall be liable to **BROKER** for a commission in the amount of fifteen (15) percent of the gross revenue per load on any freight so transported by **CARRIER** or any of **BROKER**'s accounts together with interest rate of ten (10) percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to **CARRIER** and its officers, directors, shareholders, agents, employees, drivers, owner operators, subsidiaries and affiliates.
- E. INSURANCE:** **CARRIER** shall instruct its insurance carrier to furnish **BROKER** with a certificate of insurance listing **BROKER** as additional insured. All covered equipment with the Vehicle Identification Number also listed. Coverage minimums of one million (\$1,000,000.00) auto liability and one hundred thousand (\$100,000.00) cargo insurance. Workmen's compensation: as required by law.
- F. NON EXCLUSIVE AGREEMENT:** **CARRIER** and **BROKER** agree that this contract does not bind respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- G. SEVERANCE: SURVIVAL:** In the event any 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.

Initial: _____

CONTRACT SIGNATURE PAGE

CARRIER NAME: _____

PRINT NAME: _____

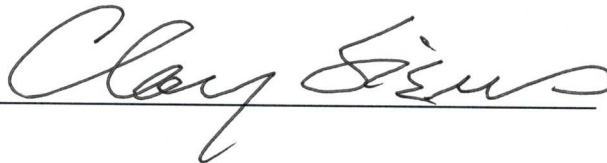
AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

BROKER: SOUTHLAND TRANSPORT SERVICE OF STUTTGART LLC

AUTHORIZED SIGNATURE:

A handwritten signature in black ink, appearing to read "Clay Siems", written over a horizontal line.

PRINT NAME: Clay Siems

TITLE: VP of Operations

DATE: March 28, 2022

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

Date