



EVERETT ASSOCIATES

46 ROBBINS ROAD

SPRINGFIELD, MA 01104

413-732-8588

FAX : 413-737-2958

Load #

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

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Carrier: \_\_\_\_\_

To Whom It May Concern:

Our records indicate that we do not have a copy of:

- \_\_\_\_\_ Operating Authority
- \_\_\_\_\_ Cargo and Liability Insurance naming Everett as additional insured
- \_\_\_\_\_ Complete and signed W-9
- \_\_\_\_\_ Proof of Worker Comp. Insurance
- \_\_\_\_\_ Signed Carrier Agreement (Fill out Pg.1 and sign Pg.5)
- \_\_\_\_\_ Signed Rate Confirmation Sheet

Please complete and FAX BACK to us as soon as possible. Your cooperation is greatly appreciated.

Thank you,

Jeff Walsh

\*\*\*\*\* PLEASE FILL OUT ALL AREAS MARKED WITH AN 'X' \*\*\*\*\*

Telephone: 413-732-8588 / Fax: 413-737-2958  
www.everett-associates.com  
46 Robbins Road / Springfield / MA 01104



## CONTRACT CARRIER AGREEMENT

### BETWEEN

EVERETT ASSOCIATES, INC. AND "\_\_\_\_\_"

Domicile City \_\_\_\_\_ Domicile State \_\_\_\_\_

**THIS AGREEMENT** is made and entered into on \_\_\_/\_\_\_/\_\_\_ by and between Everett Associates, Inc. (EVERETT or BROKER), and "name of carrier" (CARRIER).

**RECITALS:** BROKER is a licensed transportation broker pursuant to MC-242042, and that controls the transportation of freight under its contractual arrangements with various consignor and consignees (SHIPPER or SHIPPERS), and , CARRIER is authorized to operate in Interstate commerce pursuant to MC-(\_\_\_\_\_) and is qualified, competent and available to provide for transportation services required by BROKER.

### AGREEMENT:

**1. TERM:** The term of this agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

**2. COMPLIANCE WITH LAW:** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as hazardous material, the parties agree that additional provisions included in Appendix A shall apply each such shipment.

**3. PERFORMANCE OF SERVICES:** CARRIER's services under this Agreement are specifically designed to meet distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.

**4. RECIEPTS AND BILLS OF LADING:** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the CUSTOMER, and CARRIER shall cause such receipt to be signed by the consignee. Any



terms, conditions and provisions of the bill of lading, manifest or another form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

**5. CARRIER'S OPERATIONS:** CARRIER shall, at its sole cost of expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessment, insurance (including, but not limited to, workers compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

**6. INDEMNITY:** CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (Collectively the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of BROKER.

**7. INSURANCE REQUIREMENTS:** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverage:

- (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence.
- (b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner, and/or consignee for any loss, damage or delay related to any property coming into possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeable preclude coverage relating to cargo claims.
- (c) Statutory Workers' Compensation Insurance and Employee Liability coverage in such amounts and in such form as required by applicable state law.
- (d) CARRIER shall furnish to BROKER written certificates obtained from the





insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request CARRIER shall provide BROKER with copies of the applicable insurance policies.

**8. LOSS DAMAGE AND DELAY:** 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 receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customers full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER or BROKER's or Customer's invoice and supporting documentation for the claim.

**9. WAIVER OF CARRIER'S LIEN:** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

**10. COMPENSATION:** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consigner, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement.



**11. NON-SOLICITATION AND CONFIDENTIALITY:** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except: (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of such traffic first became known to the CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

**12. PROHIBITION – SUBSTITUTED SERVICE, CO-BROKERING AND SUB CONTRACTORS:** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except: (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of such traffic first became known to the CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

**13. ASSIGNMENT OF AGREEMENT:** This Agreement may not be assigned or transferred in whole or in part. And supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.

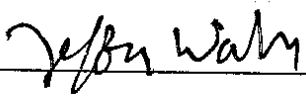
**14. SEVERABILITY:** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

**15. WAIVER:** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.



**16. DISPUTE RESOLUTION:** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Tennessee and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

|  |                                   |
|--|-----------------------------------|
| <hr/>  |                                   |
| <b>BROKER:</b><br>EVERETT ASSOCIATES, INC.   | <b>CARRIER:</b><br>"CARRIER NAME" |
| <hr/>  |                                   |
| <b>BY:</b> Jeffrey Walsh   | <b>BY:</b>                        |
| <hr/>  |                                   |
| <b>TITLE:</b> V.P. Operations  | <b>TITLE:</b>                     |
| <hr/>  |                                   |
| <b>X</b>  | <b>X</b>                          |
| <b>ADDRESS:</b><br>48 Robbins Road<br>Springfield, MA 01104                                | <b>ADDRESS:</b>                   |
| <hr/>  |                                   |
| <b>TEL:</b> 413-732-8553   | <b>TEL:</b>                       |
| <b>FAX:</b> 413-732-8553   | <b>FAX:</b>                       |
| <b>EMAIL:</b> everett328@aol.com   | <b>EMAIL:</b>                     |
| <hr/>  |                                   |

**Please fill in all Carrier information where applicable.**

**Thank You**

**If you have any question do not hesitate to call.**



License No.: MC - 242042

**Property Broker's Surety Bonds under 49 U.S.C. 13906**KNOW ALL MEN BY THESE PRESENTS, THAT we  
**EVERETT ASSOCIATES, INC.**

of

Property Broker Name

**50 ROBBINS ROAD, SPRINGFIELD, MA 01104**

Principal Address

as PRINCIPAL (hereinafter called Principal), and American Alternative Insurance Corporation, a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of Delaware (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of **\$75,000.00**, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration ("FMCSA") relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the FMCSA such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the FMCSA, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1ST day of OCTOBER, 2013, 12:01 a.m., standard time at the

Date

Month

Year

address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

BOND NO: 2013010008

ACCT LOC ID: 100121235

Page 1 of 2

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 3RD day of September, 2013.  
Date

**EVERETT ASSOCIATES, INC.**

Principal Name (Company, Individual, etc.)

*Jeffrey E Walsh*

Signature

**Jeffrey E Walsh**

Printed or Typed Name of Signor

**Vice President**

Title of Signor

Witness Signature

*James J Kennedy*

**James J Kennedy**

Printed or Typed Name of Witness

**American Alternative Insurance Corporation**

*Matthew L Zehner*

**Matthew L. Zehner**  
Attorney-in-Fact



*Jennifer E Rome*

**Jennifer E. Rome**  
Witness





Motor Carrier Details

|   |                            |                     |                        |                    |
|---|----------------------------|---------------------|------------------------|--------------------|
| US DOT:                                 | 781448                     | Docket Number:      | MC242042               |                    |
| Legal Name:                             | EVERETT ASSOCIATES, INC.   |                     |                        |                    |
| Doing Business As Name:                 |                            |                     |                        |                    |
| Business Address                        | Business Telephone and Fax | Mail Address        | Mail Telephone and Fax | Undeliverable Mail |
| 50 ROBBINS ROAD<br>SPRINGFIELD MA 01104 | (413) 732-8588             |                     |                        | NO                 |
| Authority Type                          | Authority Status           | Application Pending |                        |                    |
| Common                                  | ACTIVE                     | NO                  |                        |                    |
| Contract                                | ACTIVE                     | NO                  |                        |                    |
| Broker                                  | ACTIVE                     | NO                  |                        |                    |
| Property                                | Passenger                  | Household Goods     | Private                | Enterprise         |
| YES                                     | NO                         | NO                  | NO                     | NO                 |
| Insurance Type                          | Insurance Required         | Insurance on File   |                        |                    |
| BIPD                                    | \$750,000                  | \$1,000,000         |                        |                    |
| Cargo                                   | NO                         | NO                  |                        |                    |
| Bond                                    | YES                        | YES                 |                        |                    |

BOC-3: YES

Blanket Company: TRUCK PROCESS AGENTS OF AMERICA, INC

[Web Site Content and BOC-3 Information Clarification](#)



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

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

**SERVICE DATE**  
May 15, 2008

**LICENSE**

**MC-242042-B**  
EVERETT ASSOCIATES, INC  
SPRINGFIELD, MA

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

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

Kathy Weiner, Chief  
Information Systems Division

BPO

**Request for Taxpayer  
Identification Number and Certification**

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

|   |  |   |
|---|--|---|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)  |   |
|   | Business name/disregarded entity name, if different from above   |   |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ | <input type="checkbox"/> Exempt payee   |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
|   | City, state, and ZIP code  |   |
|   | List account number(s) here (optional)   |   |

|  |  |
|--|--|
| <b>Part I Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.<br><br><b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | <b>Social security number</b><br>[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ]<br><br><b>Employer identification number</b><br>[ ][ ] - [ ][ ][ ][ ][ ][ ][ ] |
|--|--|

|   |
|---|
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br><br>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<br><br>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<br><br>3. I am a U.S. citizen or other U.S. person (defined below).<br><br><b>Certification instructions.</b> 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 ▶ |
|------------------|----------------------------|--------|

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.