



CROWN LOGISTICAL SERVICES, LLC Sales Representative

Employment Application

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Social Security No.: _____

Position Applied for: _____

Are you a citizen of the United States? YES NO If no, are you authorized to work in the U.S.? YES NO

Have you ever worked for this company? YES NO If yes, when? _____

Do you have a current non-compete with any other company similar to or competitive with Crown Logistical Services? YES NO If yes, where? _____

Have you ever been convicted of a felony? YES NO

If yes, explain: _____

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature: _____ Date: _____





FREIGHT BROKERAGE SALES REPRESENTATIVE AGREEMENT

This **FREIGHT BROKERAGE SALES SALES REPRESENTATIVE AGREEMENT** (“Agreement”) is made and entered into effective this _____ day of _____ 20__ by and among **Crown Logistical Services, LLC**, an Alabama limited liability company (“**Crown Logistical Services, LLC**”) and _____ (**Sales Representative**).

WITNESSETH:

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used in this agreement, the following capitalized terms or phrases shall have the meanings set forth in this paragraph:

A. “Carrier” means any trucking or hauling company registered with the Federal Motor Carrier Safety Administration as a freight motor carrier with which Sales Representative (as Sales Representative of **Crown Logistical Services**) contracts with to perform the services described in a Customer Contract as defined below.

B. “Carrier Contract” means any contract or agreement between Sales Representative (as Sales Representative of **Crown Logistical Services**) and a Carrier for the performance of the services described in a Customer Contract.

C. “Customer” means any individual or entity with which Sales Representative (as Sales Representative of **Crown Logistical Services**) enters into a Customer Contract. Such term shall include, but not be limited to, any of the companies listed on **Exhibit A** attached hereto.

D. “Customer Contract” means any agreement with a Customer for the hauling of freight which is procured by Sales Representative (as Sales Representative of **Crown Logistical Services**) and to be performed by a Carrier pursuant to a Carrier Contract.

2. **Appointment as Sales Representative.** **Crown Logistical Services** hereby appoints Sales Representative as (Sales Representative of **Crown Logistical Services**) and Sales Representative hereby accepts such appointment, for the purpose of selling brokered freight hauling services for **Crown Logistical Services**. Said appointment is limited to Sales Representative’s appointment and operation as a Sales Representative working under **Crown Logistical Services** and not as a broker. **Crown Logistical Services** is licensed with the Federal Motor Carrier Safety Administration as a freight Broker. The term of this Agreement shall be for a period of two (2) years following the execution hereof. However, **Crown Logistical Services** may terminate this Agreement at any time with or without cause upon not less than thirty (30) days written notice to Sales Representative and upon payment of all Commissions which are, under the terms contained herein, payable by **Crown Logistical Services** to Sales Representative upon the effective date of such termination. The services Sales Representative performs for **Crown Logistical Services** as a Sales Representative for the purpose of



brokering freight hauling services shall be exclusive to **Crown Logistical Services**. During the term of this Agreement and any extension hereof. Sales Representative shall not work, serve, or operate as an Sales Representative for the purpose of brokering freight hauling services for any other entity or individual. **Crown Logistical Services** acknowledges that Sales Representative can book freight on trucks both as a fleet owner for his own trucks and in the capacity as a booking Sales Representative. Neither of these activities shall be considered a breach of the above restriction.

3. **Approval of Contracts.** Sales Representative shall present all proposed Customer Contracts and Carrier Contracts to **Crown Logistical Services** before presenting any Customer Contract or Carrier Contract to any customer. **Crown Logistical Services** shall review and approve in writing all Customer Contracts and corresponding Carrier Contracts prior to Sales Representative's execution of such contracts as Sales Representative for **Crown Logistical Services**. Once such Customer Contracts and corresponding Carrier Contracts are approved in writing by **Crown Logistical Services**, Sales Representative may execute such contracts by signing on behalf of **Crown Logistical Services**, as an authorized Sales Representative for **Crown Logistical Services**. Written approval by **Crown Logistical Services** with regards to such Customer Contracts and corresponding Carrier Contracts may be delivered in electronic form including fax and/or email.

4. **Payments from Customers/to Carriers.** All payments due under any Customer Contract shall be paid directly from the Customer to **Crown Logistical Services** on or before the date when due under each Customer Contract which date shall not be more than sixty (60) days after completion of each Customer Contract. Likewise, all payments due to Carriers under any Carrier Contract will be made by **Crown Logistical Services** to the Carrier on or before the date when due under each Carrier Contract.

5. **Commission.** As consideration for Sales Representative's work as an Sales Representative of **Crown Logistical Services** in procuring the Customer Contracts and coordinating the Carrier Contracts and performing his obligations pursuant to this Agreement, **Crown Logistical Services** shall calculate commission on a weekly basis to Sales Representative account on each load as defined in Appendix A. Said commissions shall be paid by **Crown Logistical Services** to Sales Representative by the 1st of the month following the end of each calendar month and shall be based upon Customer Contracts and Carrier Contracts executed during the preceding calendar month and for which all documentation required by **Crown Logistical Services** to invoice, including signed Carrier Contracts, signed Customer contracts, signed bill of lading, and signed proof of delivery has been collected by **Crown Logistical Services** or is reasonably believed to be forthcoming. In the event that **Crown Logistical Services** does not collect on any Customer Contracts within sixty (60) days of their completion despite their reasonable best efforts then an amount equal to any commissions previously paid on such uncollected amounts shall be deducted from Sales Representative's weekly commission payments until fully recouped.

6. **Authority of Sales Representative.** Sales Representative shall have all authority, reasonable and/or necessary, to solicit and procure Customer Contracts and to solicit and procure corresponding Carrier Contracts on behalf of **Crown Logistical Services**. However, as set forth in Section 3 hereof, Sales Representative may not enter into any Customer Contract or Carrier Contracts on behalf of **Crown Logistical Services** without first obtaining written approval of each Customer Contract or Carrier Contract from an authorized representative of **Crown Logistical Services**. **Crown Logistical Services** hereby appoints and designates **Cindy Mashburn or Brenda Nichols** as its authorized representatives for the approval of such contracts. Sales Representative is specifically not authorized to enter into any contracts on behalf of **Crown Logistical Services** outside of the scope of his activities as **Crown Logistical Services** 'Sales Representative for freight brokerage services as defined by this Agreement. Additionally, without limitation, Sales Representative shall not enter into:



(i) any agreements for the purchase of products or services; (ii) any agreements relating to employment of any person or entity or sub-agency agreements; or (iii) any agreements relating to the borrowing of money, lending of money or the acquisition of property (real or personal). Should Sales Representative breach this covenant and engage in activities outside of the scope of his authority as Sales Representative as granted hereunder and such activities result in any claim against **Crown Logistical Services** or payment made by **Crown Logistical Services**, then Sales Representative, personally, agrees to fully indemnify, repay, and hold **Crown Logistical Services** harmless from and against any and all such claims, damages or amounts paid, including **Crown Logistical Services'** reasonable attorney's fees.

7. Covenants, Representations and Warranties of Sales Representative. To induce **Crown Logistical Services** to enter into this agreement and to perform the actions set forth above, Sales Representative represents and warrants to **Crown Logistical Services** as follows:

(a) The execution and delivery of this Agreement does not violate any agreement to which Sales Representative is a party or to which he is subject;

(b) Sales Representative will provide sufficient information to **Crown Logistical Services** for **Crown Logistical Services** to determine the creditworthiness of all Customers and prospective Customers and, for the term of this Agreement, Sales Representative will diligently relay to **Crown Logistical Services** any information acquired by Sales Representative which may relate to or effect any Customer's ability or inability to pay under a Customer Contract; and

(c) Sales Representative will, for so long as there are any amounts owed but unpaid under any Customer Contract, cooperate with **Crown Logistical Services** and provide reasonable assistance to **Crown Logistical Services** in its efforts to collect such amounts owed from any Customer.

8. Indemnification of Crown Logistical Services. Sales Representative shall indemnify, defend and hold **Crown Logistical Services** harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses, or reasonable attorney's fees (including, without limitation, diminution in value of the **Crown Logistical Services** brand, goodwill or business relationships) which may arise as a result of any breach of this Agreement by Sales Representative, the negligence and/or misconduct of Sales Representative in the performance of his duties pursuant to this Agreement any activities of Sales Representative, as Sales Representative for **Crown Logistical Services**, which are outside the scope of his agency granted hereunder in this Agreement.

9. Confidentially. Sales Representative hereby covenants and agrees that he will protect and maintain in confidence any and all information related to the business of **Crown Logistical Services** which he may acquire in the course of performing his duties pursuant to this Agreement. Such information (the "Information") includes but is not limited to information relating to: (i) current and prospective customers; (ii) pricing; (iii) marketing techniques; (iv) business relationships and contacts; (v) vendors; (vi) suppliers; (vii) financial information; or (viii) information relating to the corporate structure of **Crown Logistical Services**, including expansion plans and/or mergers and acquisitions (collectively, the "Information"). Sales Representative shall take all measures necessary to safeguard and protect the Information against disclosure to any third party. Sales Representative shall not divulge the Information, or any part thereof, to any person or entity unless specifically authorized in writing by a duly authorized representative of **Crown Logistical Services**. Sales Representative agrees that his breach of any of the foregoing obligations with regard to the information may cause irreparable injury to **Crown Logistical Services**, and there can be no adequate remedy at law for any breach of such obligations. Sales Representative, therefore, agrees that, upon any such breach or any threat thereof, **Crown Logistical Services** shall be entitled to seek appropriate equitable relief in addition to whatever remedies it



might have at law, including, but not limited to, injunctive relief which may be brought to enforce any provision of this Agreement, without the necessity of proof that **Crown Logistical Services'** remedy at law is inadequate. If **Crown Logistical Services** is compelled to bring an action to enforce any provision of this Agreement and a court of competent jurisdiction determines that Sales Representative breached any such provision, Sales Representative agrees to pay **Crown Logistical Services'** court costs and attorney's fees.

Sales Representative hereby covenants and agrees that for a period of (one) year following the date of termination of this Agreement for any reason, Sales Representative shall be prohibited from acting, directly or indirectly, as an owner, manager, operator, consultant or employee of any business or business activity that is in the business of providing services similar to or competitive with **Crown Logistical Services** and shall be prohibited from soliciting business from, or performing services for, or inducing or attempting to induce, any customer or client of **Crown Logistical Services**, its subsidiaries or affiliates, to cease doing business with **Crown Logistical Services**, or in any way interfering with the relationship between **Crown Logistical Services** and any customer or client of **Crown Logistical Services**.

10. **Assignment.** Sales Representative may not assign this Agreement or any rights or obligations hereunder without the prior written consent of **Crown Logistical Services** which consent may be withheld in **Crown Logistical Services'** sole discretion. **Crown Logistical Services** may assign this Agreement without Sales Representative's consent to an affiliated entity or any entity which purchases substantially all of the assets or membership interests of **Crown Logistical Services**.

11. **General Provisions.** The following miscellaneous provisions are applicable to this agreement:

- (a) This agreement shall be interpreted and construed in accordance with the laws of the State of Alabama without regard to conflicts of laws principles;
- (b) If either party shall engage the services of an attorney in order to enforce the provisions of this Agreement or as a result of a breach of this Agreement, then the party prevailing in any such action shall be entitled to recover reasonable attorneys' fees and all costs and expenses reasonably incurred in connection with the enforcement of this Agreement.

12. **Notices.** All notices or other written communications required or permitted to be given hereunder (with the exception of Customer and Carrier Contract approvals which may be faxed or emailed) shall be in writing and shall be delivered by hand delivery, or sent postage prepaid by first class mail, or deposited with reputable overnight courier service, and shall be deemed given when so delivered by hand, or if mailed, on the third (3rd) business day after mailing, or if deposited with overnight courier, one (1) business day after depositing of same; as follows:

To **Crown Logistical Services, LLC,**

To Sales Representative: _____

Attn: Cindy Mashburn

4278 Chandler Mountain Rd,
Steele, AL. 35987



13. **Independent Contractor.** Sales Representative acknowledges that he is an independent contractor, separate and apart from **Crown Logistical Services** and nothing contained herein shall operate to create any employment relationship, partnership, joint venture or similar relationship between Sales Representative and **Crown Logistical Services**. Sales Representative will be responsible for all actual or incidental costs related to his performance of his responsibilities of this Agreement and Sales Representative will not receive or request any reimbursement other than as set forth on Exhibit A. As such, Sales Representative shall be solely responsible for the payment of all federal, state or local income taxes, unemployment taxes, Social Security contributions, Worker's Compensation premiums, and all similar taxes and payments concerning or relating to Sales Representative's performance of this Agreement.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, each of which, when executed shall be deemed to be an original, but all of which taken together, shall constitute one and the same instrument.

15. **Entire Agreement.** This Agreement contains all agreements, understandings, conditions, warranties, and representations of any kind, oral or written, between the parties hereto, and constitutes the entire and final agreement between them with respect to the subject matter addressed herein. Accordingly, all prior agreements, understandings, conditions, warranties, and representations of any kind, oral or written are hereby superseded and canceled by this Agreement.

16. **Mediation, Choice of Venue.** If any dispute arises pursuant to this Agreement, the parties agree to participate in mediation in Ashville, AL within thirty (30) days of the date that either party requests mediation. If the parties cannot agree to a mediator, each party shall choose a mediator in Ashville, AL and each of those two will select one person from Ashville, AL to serve as the mediator. The parties agree that the venue for any lawsuits arising to of this Agreement that are not resolved by mediation shall be the Circuit Court of St. Clair County, Ashville, Alabama and the parties consent to the venue, personal jurisdiction and subject matter jurisdiction of the Circuit Court of St. Clair County, Ashville, Alabama as the sole venue for litigation of any disputes related to this Agreement.

17. **Direct Sales Representative and Employees of Sales Representative,** Should Sales Representative break up the agency then **Crown Logistical Services** could hire direct employees or contractors of Sales Representative without any conflict or delay.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the day and year first above written.

Crown Logistical Services, LLC

By: _____

Cindy Mashburn – Owner

Sales Representative

By: _____

Sales Representative – Sales Representative and Franchise Owner



Commission Schedule

EXHIBIT A

_____ Initials

- Sales Representative shall receive 25% of the net profit margin for each load moved by the Sales Representative of Crown Logistical Services' brokerage of the Sales Representative's customers
- Crown Logistical Services shall make a minimum of 50% per load on each load that is moved by Crown Logistical Services Brokers / Sales Representatives / Sales Representatives.



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.

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.

Individual/sole proprietor or single-member LLC

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.

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.