

⇒SMART LINES⇒

Smart Shippers Use Smart Lines

Thank you for your interest in becoming a Contracted Carrier for Smart Lines. Please FAX the following information to us.

- Signed Broker Carrier Agreement (Provided by Smart Lines)
- Certificate of Auto Liability and Cargo Insurance coverage from your insurance provider showing "Smart Lines, LLC" as the certificate holder.
- Any pages showing exclusions from all insurance policies.
- Copy of your operating authority
- W-9 form (Federal Taxpayer ID form)
- Carrier Profile Sheet (Provided by Smart Lines; must be completed or a copy of your pre-made company profile sent)
- Copy of your Alcohol Beverage Permit
- Copy of your Hazardous Materials Certificate

Smart Lines payment terms are: We will pay within 28 days from our receipt of (1) the original bill of lading signed by consignee, (2) your freight invoice including any accessorial charges and paid receipts for those charges (3) our load number must be referenced on all paperwork submitted.

We look forward to doing business with your company.

Thank you,

Smart Lines, LLC

4911 N. Portland Ave., Ste. 200 Oklahoma City, OK 73112
405-917-3000 866-885-6237 Fax: 405-942-1701
www.smartlinesllc.com



Smart Shippers Use Smart Lines

CARRIER PROFILE

Please complete and return with the attached packet. The below information will assist us in servicing you and your drivers. Thank you!

Carrier Name: _____ Date: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Dispatch Contact(s): _____

Dispatch Phone#: _____

After Hours Phone#: _____

Fax#: _____

E-Mail Address(s): _____

(To receive daily available loads list & rate requests)

Authority(check all that apply): Common: _____ Contract: _____ Private: _____

Brokerage: _____

Number of Tractors: _____ Vans: _____ Reefers: _____ Flats: _____

Year Started: _____

Do you use a factoring company? Yes _____ No _____

Factoring Company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Thank You for Selecting Smart Lines

4911 N. Portland Ave., Ste. 200 Oklahoma City, OK 73112
405-917-3000 866-865-6237 Fax: 405-942-1701
www.smartlinesllc.com

SMART LINES, LLC
4911 N. Portland Ave., Ste 200
Oklahoma City, OK 73116
Phone: 866-885-6237 Fax: 405-942-1701

BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 200__, by and between SMART LINES LLC. ("BROKER"), a Registered Property Broker, Lic. No. MC-428694, and

_____, a Registered Motor Carrier, Permit/Certificate No. MC-_____, ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

A. CARRIER REPRESENTS AND WARRANTS THAT IT:

- 1) Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- 2) Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- 3) Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- 4) Has and will maintain cargo, personal injury and public liability insurance as described below, which covers the risks referred to in Pars. A10, I1 and C4, as well as any cargo transported under this Agreement, without exclusions;
- 5) Will not insert, nor authorize a SHIPPER to insert BROKER's name on a bill of lading as the SHIPPER without BROKER's express written consent;
- 6) Has authorized the person signing this Agreement to do so;
- 7) Will not assign or re-broker, co-broker, subcontract, or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER violates this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Such payment to the delivering carrier shall terminate any payment obligation BROKER has to CARRIER but shall not release CARRIER from any liability to BROKER under this Agreement.
- 8) Is in compliance with all applicable federal, state and local laws relating to the provision of its services and the performance of this Agreement;
- 9) Will notify BROKER immediately if CARRIER's federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of CARRIER;
- 10) Will defend, indemnify, and hold BROKER and its customers harmless from any claims, losses, damages, or liability of any kind (including reasonable attorney's fees) arising out of CARRIER's performance or violation of any of the terms of this Agreement.

4. PAYMENT: BROKER agrees to pay CARRIER for its services rendered hereunder, upon written receipt of proof of

11) Shall comply with all applicable laws and regulations relating to the transportation of Hazardous Materials as defined in 49 C.F.R.172.800 et seq., §173 et seq. to the extent that any shipments hereunder constitute Hazardous Materials. In such instance(s), CARRIER shall be solely responsible for any violation of the applicable laws and regulations and shall defend, indemnify, and hold BROKER and its customers harmless from any liability incurred, including, but not limited to reasonable attorney's fees arising from any non-compliance with the terms of this paragraph.

B. BROKER RESPONSIBILITIES:

1. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements provided BROKER has timely received such information from SHIPPER.
2. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER) charges, as mutually agreed in writing or by fax, contained in CARRIER's schedules of rates and charges, which are attached and incorporated herein by reference (Exhibit A). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. CARRIER's schedule of rates and charges (Exhibit A) shall be furnished by CARRIER to BROKER in writing (fax or mail) and shall include all rates, classifications, rules and practices upon which any rate applicable to the shipments transported is based, and no part thereof shall be amended, modified or changed without mutual written consent of the Parties.
3. Additionally, any rates which may be verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Unless specifically agreed to in writing, no rates or charges, including, but not limited to, accessorial charges, "released rates", or "limited liability" rates or values, other than those mutually agreed upon by the Parties herein shall be valid.

delivery and bill of lading, in accordance with the rates set forth above, or as otherwise agreed, within thirty (30) days of receipt of

CARRIER's invoice. The Parties agree that BROKER shall be solely responsible for payment of CARRIER's charges and under no circumstance shall CARRIER seek payment from BROKER's, customer, the shipper or the consignee of any shipment tendered to CARRIER under this Agreement. Upon receipt of payment, CARRIER automatically assigns all of its rights to payment from shippers, consignees, or third parties to BROKER.

C. CARRIER RESPONSIBILITIES:

1. EQUIPMENT: All shipments tendered by a shipper or customer to CARRIER, procured by BROKER under the terms of this Agreement, shall be accepted by CARRIER for transportation, provided such shipment does not exceed the capacity (weight or cubic volume) of CARRIER's equipment. CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed.

2. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and responsibility continues until the freight is delivered to the consignee. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this 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.

3. LOSS & DAMAGE CLAIMS:

a) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations issued or adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, for processing all loss and damage claims and salvage, which arise out of the discharge of CARRIER's duties and responsibilities hereunder; and

b) The burden of proof for CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

c) Special Damages: Any liability of CARRIER under Pars. A10 and 11 above shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability under Subp. (b) above.

d) CARRIER assumes all risk of loss and shall defend, indemnify and hold BROKER harmless from any liability arising

out of violation of Par. A (7) including consequential damages, costs, expenses and reasonable attorney fees. At BROKER's sole option and not in limitation of any other remedy hereunder BROKER may declare CARRIER's compensation for any such shipments forfeited.

4. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies, protecting BROKER from the risks referred to in Pars. A11, 12, C3, and this Par. 4, providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability, and property damage \$1,000,000; motor vehicle liability and property damage 1,000,000.00; cargo damage/loss, \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Cargo insurance provided by Contract Carriers shall contain the same language as the BMC 32 endorsement applicable to common carriers. Nothing in this Agreement shall be construed to limit liability to the insurance limits set forth above, nor shall any exclusion in any insurance policy exonerate CARRIER from liability.

D. MISCELLANEOUS:

1. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

2. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

3. WAIVER OF PROVISIONS:

a) Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision.

b) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive any or all rights and remedies they may have under the Act.

4. DEFAULT: In the event of a material breach by CARRIER of any provisions of this Agreement, BROKER shall have the right to withhold and/or set off any payments owing to CARRIER and/or received from shippers which BROKER is obligated to pay

CARRIER. The right of withholding and/or setoff is not an exclusive remedy and BROKER shall have and may exercise, subject to Paragraph 5 below, all other remedies it may have at law or in equity against CARRIER.

5. DISPUTES: In the event of a dispute arising out of this Agreement, the party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR), or Transportation Arbitration and Mediation PLLC (TAM) at BROKER's sole discretion. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA, ADR, or TAM. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the offices of the AAA, ADR, or TAM nearest Oklahoma City, Oklahoma, or by phone on parties mutual agreement, or such other place as mutually agreed upon in writing or directed by the selected arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in Illinois. Unless preempted or controlled by federal law and regulations, the laws of the State of Oklahoma shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

6. NO BACK SOLICITATION

a) CARRIER shall not solicit freight shipments from any shipper, consignor, or consignee, or other customer of BROKER, when: (a) the availability of such shipments first became known to CARRIER as a result of BROKER's efforts; or (b) where such shipments of the shipper, consignor, or consignee or BROKER customer was first tendered to the CARRIER by the BROKER.

b) In the event of breach of this provision, BROKER shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20%) of the transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful in obtaining such injunctive relief, CARRIER shall be liable for all costs and expenses incurred by BROKER related thereto, including, but not limited to, reasonable attorney's fees.

7. MODIFICATION OF AGREEMENT: This Agreement and the rate schedules attached may not be amended,

except by mutual written agreement, or the procedures set forth above (Paragraphs B2 and B3).

9. NOTICES:

a) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

b) BROKER shall notify CARRIER of any claim that is asserted against CARRIER of which BROKER has knowledge.

10. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either party at any time, including the initial term.

11. SEVERANCE: SURVIVAL: In the event any of the 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. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

12. ENTIRE AGREEMENT: Except for Exhibit A (and its amendments) billing, invoices and receipt of payment documents referred to above, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

SMART LINES, LLC (BROKER)

By: _____ (Signed)

_____ (Printed)

(CARRIER)

By: _____ (Signed)

_____ (Printed)

ADDRESS: _____
(STREET)(DO NOT USE PO BOX)

PHONE: _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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)	

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 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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 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).

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 on page 4.

Sign Here

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
April 29, 2002

LICENSE
MC-428694-B
SMART LINES, LLC
OKLAHOMA CITY, OK

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.

A handwritten signature in black ink that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

⇒SMART LINES⇒

Smart Shippers Use Smart Lines

DISPATCH

*ALL AVAILABLE LOADS are real time on
our website for your convenience!!*

GO TO:

www.smartlinesllc.com

*GO SEE our available loads today and
put us on your desktop or favorites
list!!*

Have a great Day!



Conditional Rating Information Survey

It has come to Smart Lines attention that your organization has received a Conditional Rating from the Federal Motor Carrier Highway Administration. As part of Smart Lines carrier qualification process, please fill out the Survey and return to Smart Lines at FAX# 405-848-2960.

- 1. Carrier Name: _____
2. Date of Conditional Rating?
3. What is/are the reason(s) for the Conditional Rating?
4. Are the deficiencies being rectified? If so, how? (if they have been rectified, please provide the dates and any available documentation stating such).
5. Has there been a date set/requested for the follow up audit to regain a Satisfactory Rating? What is the Date? If not, please explain.

Carrier representative signature

Title

Print Name

Date