



621 Roxanne Dr.
Antioch, TN 37013
+1 (615) 689-4903
FAX: +1 (615) 891-4423
contact@bennettbrokerage.net

Welcome to Bennett Brokerage LLC.

The following documents are required to complete carrier registration and onboarding process.

Contact us: + 1 (615) 689-4903 +1 (615) 600-1234 FAX: +1 (615) 891-4423

contact@bennettbrokerage.net auto@bennettbrokerage.net Please

review the attached forms then return to email address listed below:

documents@bennettbrokerage.net

To become an approved carrier provider, the following criteria must be provided:

1. Active MC#/MX# or DOT# for intrastate carrier authority letter and W9
2. Complete: Carrier Profile
3. Complete: Accounting Profile and Accessorial Policy with Notice of Assignment
4. Complete: Broker-Carrier Agreement
5. Provide Certificate of Insurance stating **Bennett Brokerage LLC.** as certificate holder:
6. \$100,000 Cargo Coverage minimum
7. \$1,000,000 Primary Liability Coverage minimum
8. Safety Rating must be Satisfactory or None

Once ready please submit your active authority form, W9, completed and signed pages and insurance certificates to documents@bennettbrokerage.net Once received and reviewed, a notification will be sent.

MC# <u>1092439</u> DOT# <u>3396305</u>	<u>Certificate of Insurance:</u> Bennett Brokerage LLC. 621 Roxanne Dr. Antioch, TN. 37013
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CARRIER PROFILE

* REQUIRED INFORMATION FOR PROCESSING

*COMPANY NAME: _____ *MC # _____
*Address: _____ *DOT # _____
*CITY: _____ *STATE: _____ *ZIP: _____ SCAC: _____
COMPANY E-mail: _____
*MAILING ADDRESS: _____
*CITY: _____ *STATE: _____ *ZIP: _____ *FED. ID#: _____

CONTACT INFORMATION

*NAME: _____ PHONE: _____ EXT: _____
FAX: _____ *E-MAIL: _____ TITLE: _____
* DISPATCH HOURS: _____ AFTER-HOURS DISPATCH _____
* PHONE: _____ DIRECT#: _____
*EMAIL: _____ OPERATION HOURS: _____

HAZMAT CERTIFIED: YES NO

SMARTWAY CERTIFIED? YES NO

Equipment

Power Only	53 Reefer	53 Van	Other

BROKER REFERENCES:

Please provide 3 Broker References below or attach separate sheet; Professional and Credit References only.

1 NAME: _____ Phone: _____ Email: _____
2 NAME: _____ Phone: _____ Email: _____
3 NAME: _____ Phone: _____ Email: _____



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ACCOUNTING INFORMATION PAGE

* REQUIRED INFORMATION FOR PROCESSING

*ACCOUNTING CONTACT: _____ POSTION: _____

*PHONE: _____ Ext: _____ DIRECT LINE: _____

REMITTANCE EMAIL: _____

PAYMENT INFORMATION

* DO YOU USE A FACTORING COMPANY? YES NO

FACTORING COMPANY: _____

(PLEASE ATTACH NOTICE OF ASSIGNMENT OR FILL OUT THE BELOW)

CONTACT NAME: _____ PHONE# _____

FACTOR ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

44 DAY PAY

FROM DATE AND TIME OF RECEIPT OF INVOICE AND BILL OF LADING (PLEASE CHOOSE MAIL DEPOSIT)

MAIL – FREE DIRECT DEPOSIT – FREE (PLEASE ATTACH A VOIDED CHECK)

NAME OF BANK: _____

TYPE OF ACCOUNT: CHECKING SAVINGS

9-DIGIT ROUTING#: _____

ACCOUNT #: _____

CARRIER SIGNATURE: _____ DATE: _____



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ACCESSORIAL CHARGES POLICY

ALL REQUESTS FOR ACCESSORIAL CHARGES MUST BE SENT TO documents@bennettbrokerage.net

ALL RECEIPTS FOR ACCESSORIAL CHARGES MUST BE SUBMITTED WITHIN 24 HOURS OF DELIVERY.

ANY ACCESSORIAL CHARGES PAID VIA CHECK BY BROKER WITHOUT RECEIPTS

MAY BE WITHHELD FROM ANY OUTSTANDING PAYMENTS.

PLEASE INCLUDE A SIGNED RATE CONFIRMATION AND LEGIBLE SIGNED BOL AND POD,

AND ALLOW 48 HOURS FOR A RESPONSE; APPROVAL CAN TAKE UP TO 2 WEEKS.

Detention	\$25/ Hour or \$100 Max
Layover	\$150 / 24 hours
TONU (Truck Order Not Used)	\$100
Additional Stops	\$50 Each Stop
Late Delivery Fee Without proper notification	\$200 or as much/Low rescheduling fee a Receiver charge.

CARRIER SIGNATURE: _____ **DATE:** _____



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BROKER-CARRIER AGREEMENT

Agreement made this _____ day of _____ 20____, by and between **BENNETT BROKERAGE LLC.** (hereinafter called BROKER) whose principal office is at **621 ROXANNE DR, ANTIOCH, TN 37013** with MC# **1092439** and carrier _____ with MC# /DOT# _____ (hereinafter called "CARRIER") whose principal office is located at _____

WHEREAS:

BROKER is a broker of property and is registered with the U.S. Department of Transportation under Docket Number Dot **3396305** and controls the transportation of the commodities to be tendered to CARRIER;

CARRIER is a motor carrier registered with the U.S. Department of Transportation under an active Docket Number DOT# _____ and desires to furnish contract carrier service to BROKER and/or BROKER'S customers for transportation of general commodities; The parties hereto intend to enter into a contract as authorized under 49 U.S.C. § 14101(b) to provide specified services under specified rates and conditions, and expressly waive any or all rights, remedies and defenses under the Interstate Commerce Act, including but not limited to the "Carmack Amendment" for the transportation provided hereunder;

NOW THEREFORE, BROKER and CARRIER mutually agree as follows:

1. This Agreement shall be effective for a period of two years from the date of execution and shall be automatically renewed for additional one-year periods unless canceled by either party upon thirty days written notice to the other party.

2. BROKER agrees to tender to CARRIER and CARRIER agrees to accept from BROKER, a series of shipments during the term of this Agreement.

3. All rates, charges and rules, including accessorial services, shall be agreed to in writing and are to be contained in a schedule annexed hereto as Accessorial Rates Agreement or in a Rate Confirmation Agreement created and submitted to CARRIER by BROKER. Rates may be established or amended verbally, provided that CARRIER shall immediately confirm by an email, letter or "fax" to BROKER and said document shall constitute an addendum to this Agreement.

4. CARRIER will invoice BROKER for all agreed-to freight and accessorial charges, and BROKER will invoice the shipper, consignee or receiver, deduct its commission and remit the balance to CARRIER within thirty (30) days of receipt of CARRIER's invoice and signed proof of delivery. CARRIER agrees not to contact or pursue shipper, consignee or receiver of cargo for payment owed to CARRIER by BROKER for freight or accessorial charges, and agrees that CARRIER is limited to collecting said charges only from BROKER. CARRIER understands and agrees that shippers, consignees and receivers are BROKER'S customers and that CARRIER could harm BROKER'S relationships with its customers, if CARRIER contacts shippers, consignees and/or receivers directly to pursue payment.

5. The time limit for filing overcharge and undercharge claims shall be 180 days, except that clerical errors, mathematical errors, extension errors, and duplicate payments may be corrected at any time. All overcharge claims and duplicate payments shall be handled and processed by CARRIER in accordance with 49 C.F.R. & 378.



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6. The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor, except that CARRIER hereby designates BROKER its agent for the purpose of collecting the agreed-to freight charges from the shippers, consignees and/or receivers.

7. Carrier shall comply with the financial responsibility requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. Carrier shall maintain primary cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this Agreement, but in no event in an amount less than \$100,000.00 per shipment, to compensate Broker, consignor or consignee for any and all loss or damage to property which was placed in possession or control of Carrier in connection with transportation services under this Agreement. Carrier shall also maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connection with transportation services under this Agreement, but in no event in amounts less than those prescribed by applicable statutes and regulations of the STB and Department of Transportation (DOT). Carrier shall maintain workers' compensation coverage for all personnel employed by Carrier in connection with its transportation operations and services under this Agreement. Carrier's cargo and liability insurance shall comply with STB and DOT requirements in all respects, and shall be in form required by 49 C.F.R. Part 13906(a), with no exclusions or restrictions which would not be accepted by the STB for a filing under the statutory or regulatory requirements, but shall be, in all respects, identical to insurance filed in accordance with the cited regulation. Carrier agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give Broker upon request, copies of insurance policies and Standard Certificate(s) of insurance for both the cargo and the liability risks and Carrier shall instruct its insurance carrier to give Broker twenty (20) days written notice of any modification or termination of such insurance policies.

8. CARRIER shall indemnify and hold harmless the BROKER, and BROKER'S shippers, consignees and receivers from all claims for injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the transportation of the property of the BROKER'S shippers, consignees and receivers hereunder. CARRIER shall maintain public liability insurance in accordance with the requirements of 49 CFR PART 387 and shall furnish to BROKER a certificate of insurance requiring the insurer to give BROKER written notice thirty (30) days prior to cancellation.

9. CARRIER shall issue a written receipt or bill of lading for all shipments. The receipt shall show the kind, quantity, and condition of commodities received and shall be evidence of receipt of such commodities by CARRIER in apparent good order and condition. To the extent any term or condition of such receipt or bill of lading conflicts in any way with any term or condition of this Agreement, this Agreement shall govern.

10. CARRIER acknowledges that all matters relating to loss, damage, or delay to goods are to be disposed of by BROKER directly with the shipper, consignee, receiver or owner of the goods. CARRIER understands that the quick resolution of matters relating to loss, damage or delay to goods is essential to maintaining BROKER'S relationships with its customers (the shipper, consignee, receiver or owner of the goods). Accordingly, CARRIER authorizes BROKER to settle with any shipper, consignee, receiver or owner of goods any and all claims arising out of matters relating to loss, damage or delay to goods, on commercially reasonable terms using BROKER'S best judgment and discretion. CARRIER agrees to reimburse BROKER for the amount of the settlement and any other costs reasonably incurred by BROKER related to settling the claim, including but not limited to properly disposing of damaged goods.



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11. CARRIER agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for full actual loss, such liability to exist from the time of the receipt of any of said goods by CARRIER until proper delivery has been made.

12. The measure of damages for loss or damage shall be: (i) for goods sold to a customer, the invoice price to the customer, or (ii) for goods not sold to a customer, the destination market value of the goods. CARRIER'S liability for loss, damage, or delay shall be determined solely by the terms of this Agreement. Any attempts to limit CARRIER's liability by tariff or other provisions incorporated by reference in a bill of lading or shipping document shall be deemed null and void.

13. CARRIER understands that damages pertaining to cargo loss or production time loss resulting from CARRIER or CARRIER's driver negligence can result in payment withholding or chargeback. CARRIER understands that any breakdowns or personal driver issues must be resolved within a four-hour threshold or it can result in payment withholding or chargeback as BROKER discretion.

14. CARRIER agrees not to interline or use other mother carriers, or brokers, or to use "substituted services" by rail, for shipper's good without prior written agreement of BROKER. CARRIER understands utilizing any nonapproved substituted services can result in payment withholding or chargebacks as BROKER discretion.

15. CARRIER agrees to provide evidence of its financial condition upon request by, and in form acceptable to, BROKER. CARRIER understands requirements outlined on load rate confirmations must be met to avoid fees.

16. CARRIER acknowledges that BROKER has a proprietary interest in the information regarding its processes, pricing and costs, as well as other information pertaining to BROKER'S customers, including, but not limited to, the identity, location, requirements and charges to its customers. CARRIER acknowledges that such information constitutes highly confidential trade secrets. During the term of this agreement, CARRIER may have access to, and become familiar with, various trade secrets and confidential information of the BROKER. CARRIER agrees not to, and agrees its representatives shall not, use, communicate, reveal or otherwise make available such information for any purpose whatsoever, or to divulge such information to any person, partnership, corporation or entity other than BROKER or persons expressly designated by BROKER, at any time, unless such CARRIER is compelled to disclose it by judicial process.

17. CARRIER shall not, for a period of one (1) year from the date this agreement is terminated, solicit traffic from any shipper, consignor, consignee, receiver or customer of BROKER for which CARRIER provided shipping services pursuant to this agreement. If CARRIER breaches this agreement and "back solicits" the BROKER'S customers, and obtains traffic from such a customer, the BROKER then is entitled to receive from CARRIER, for a period of eighteen (18) months after the involved traffic first begins to move, the same commission previously charged by the BROKER to the CARRIER, or fifteen percent 15% of the transportation revenue received on the movement of the traffic, whichever is greater.



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18. CONFIDENTIALITY AND NON-SOLICITATION.

A) Neither party may disclose the terms of this Agreement to a third party without 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. The Parties further agree that Broker's financial information and that of its customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amount so freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistical requirements shared or learned between the Parties and the customers ("Confidential Information"), shall be treated as confidential and shall not be used by Carrier except as needed to perform the services under this Agreement and shall not be shared, publicized or disclosed to any person or entity without the prior written consent of Broker. In the event of a violation of this paragraph, the Parties agree that the remedy at law, including damages, may be inadequate, that the Broker will suffer irreparable harm, and that the Broker will be entitled, in addition to any other remedy it may have, to an injunction restraining Carrier, and any person or entity working in concert with Carrier, from disclosure or unauthorized use of Confidential Information.

B) Carrier will not, during the Term of this Agreement or at any time during the twelve (12) month period immediately following the termination of this Agreement (the "Restricted Term"), directly or indirectly solicit transportation services similar to those Carrier performed for Broker ("Competitive Services") from any shipper, consignor, consignee, or customer of Broker to whom Carrier was introduced by Broker or with whom Carrier worked pursuant to this Agreement or any work order between Carrier and Broker (each, a "Restricted Customer"). In the event that Carrier violates this provision, Carrier will pay to Broker a sum calculated as thirty-five percent (35%) of the total transportation revenue received by Carrier related to providing Competitive Services to any and all Restricted Customers during the Restricted Term. Carrier agrees to allow Broker to review and audit Carrier's books and records, including documentation and information regarding all services provided by Carrier during the Restricted Term and all documentation requested by Broker to determine whether a violation has occurred and the amount of damages due Broker.

19. SUB-CONTRACT PROHIBITION. All shipments undertaken by Carrier shall be transported on equipment bearing Carrier's DOT number and operated pursuant to Carrier's supervision and control. Carrier shall not in any manner sub-contract, broker, or in any other form arrange for any shipment to be transported by a third party without prior written consent of Broker.

20. If any provision, paragraph, or subparagraph of this agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph and subparagraph of this agreement is severable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant. This Agreement shall be subject to and governed by the laws of the State of Tennessee. Any legal action arising from or relating to this Agreement or any Rate Confirmation Agreement (as described in paragraph No. 3) shall be brought in a court of competent jurisdiction located in Davidson County, Tennessee and CARRIER expressly consents to the personal jurisdiction of any such court.



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IN WITNESS WHEREOF, BROKER and CARRIER have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

BROKER: Bennett Brokerage LLC.

BY: *Quincey Bennett*

NAME: Quincey M. Bennett TITLE:

Founder & CEO

DATE: _____

CARRIER: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Request for Taxpayer Identification Number and Certification

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

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

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:

- 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 ►
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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.