H&N Logistics, LLC 2021

Carrier Set-up Requirements

Please completely fill out and submit the following:

1. Carrier Profile
2. W-9 Form

* If your company is an LLC, you must also chose C,S,P, or Individual/Sole Proprietor as your tax classification

3. Copy of Carrier Authority
4. Certificate of Insurance listing H&N Logistics LLC as the certificate holder (address listed below)

   Insurance coverage requirements (must be listed on the certificate):

   - Automobile Liability: minimum $1,000,000.00 coverage
   - Cargo: $150,000.00 coverage *(Minimum $100,000.00)*
   - Reefer breakdown coverage
   - If using an H&N trailer you must have Non-Owned Equipment coverage: $60,000 *(Minimum $50,000)*

5. Direct Deposit form & voided check (to receive payments via direct deposit)
6. Factoring Letter & Notice of Assignment (if you have a factoring company)
7. Transportation Agreement (must be signed and each page initialed)
8. Trailer Interchange Agreement (ONLY FILL OUT IF YOU WILL BE USING H & N TRAILERS AND HAVE NON-OWNED TRAILER INSURANCE COVERAGE)

Email, fax, or mail all information to:

Email: carrier.recruiting@hnlogisticsllc.com

Fax: 608-829-6485

Mail: H&N Logistics, LLC
708 Heartland Trail, Suite 2000
Madison, WI 53717-2099

Please send rate confirmations to: rateconfirmations@hnlogisticsllc.com
Please send POD's to: POD@hnlogisticsllc.com
Please send any additional accounting documents to:

HN-Accounting@HNlogisticsllc.com

H&N Logistics, LLC
Carrier Profile

708 Heartland Trail, Suite 2000, Madison, WI 53717-2099
Phone: 608-829-6060 Fax: 608-829-6485

Trucking Company: _____

Contact (s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone #: _____ Cell Phone #: _____

Fax # : _____

Email Address _____

US DOT #_____ MC# _____

Tax Payer Identification Number: _____
(Federal ID Number or Social Security Number)

Does your company have Canadian authority? _____

Please list the number of each type of equipment you own:

Type of Equipment	Quantity	Type of Equipment	Quantity
48’ Reefer		Dump	
53’ Reefer		Dump Multi Axle	
Reefer Tridem		Tanker	
Van		Flatbed	
Vented Van		Step Deck	
Open Top		Lowboy	
Belt		RGN	
Hopper		Train	
Hopper Multi Axle		A Train	
Walking Floor		B Train	
Walking Floor Multi Axle		**Power Units**	

List of Drivers and Cell Numbers:

_____

_____

_____

_____

References

To complete your carrier set up, please fill out this form with at least three references. If you already have this written on another sheet, please attach the sheet to our carrier set up packet.

Reference #1

Name: _____

Address: _____

Phone: _____

Email Address (if available): _____

Reference #2

Name: _____

Address: _____

Phone: _____

Email Address (if available): _____

Reference #3

Name: _____

Address: _____

Phone: _____

Email Address (if available): _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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) ►

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.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person** ►	**Date** ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

H&N LOGISTICS LLC

Payment Options:

Direct Deposit
With our efforts to control cost and increase operating efficiencies H & N Logistics, LLC has adopted direct deposit for all motor carrier settlements. This will ensure the timely deposit of your settlement directly into your checking account. This is only available for final settlements

Paid Via Check
Carriers can still choose the option to to receive payment via check. However, issuing an mailing physical checks will be subjected to an additional 4% processing fee.

Quick Pay Program
Our Quick Pay Program allows for payment within 24 hours after receiving POD. Carrier may receive 50% after load is picked up. Each transaction using quick pay will be assessed 4% of the amount to be paid or a minimum of $30.00.

** If you are a Carrier who does, or plans on doing multiple loads with us please also check our EFS Quick Pay Program in the H&N Information Packet.*

Please Indicate your preferred option for payment:

Direct Deposit. (Free) ☐

(If checked please fill out Direct Deposit form on next page.)

Paid Via Check (4% Processing fee) ☐

Quick Pay (4% Processing Fee) ☐

Factoring Company ☐

Factoring Company Name

(If filled out need to include Notice of Assignment)

Carrier's Initials _____

H&N LOGISTICS LLC

Carrier Name:

708 Heartland Trail, Suite 2000, Madison, WI 53717-2099 608-829-5100 • 800-558-2676 • FAX 608-829-6061

Authorization Agreement for Automatic Direct Deposit Form

I hereby authorize H&N Logistics, LLC to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my account indicated below and for the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to credit and/or debit the same to such account.

_____ _____

(Financial Institution Name) (Branch)

_____

(Address) (City/State) (Zip Code)

_____

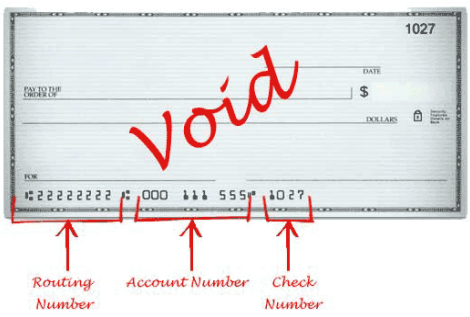
(Financial Institution Phone Number)

_____ _____ Type of Acct: ☐ Checking ☐ Savings

(Routing Number) (Account Number)

This authority is to remain in full force and effect until H&N Logistics, LLC has received written notification from me of its termination in such time and manner as to afford H&N Logistics, LLC and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Enclose a voided check to complete set up



_____

(Email address of which remittance should be sent)

_____

(Print Company Name or Individual Name)

_____

(Signature)

_____

(Date)

H&N LOGISTICS, LLC
Transportation Agreement
(Broker / Carrier)

THIS AGREEMENT made and entered into this _____ day of _____, 20_____, by and between H&N Logistics, LLC, a Wisconsin limited liability company domiciled in Madison, Wisconsin, (hereinafter referred to as "H&N"), and _____ _____ of _____, _____, (hereinafter referred to as "CARRIER").

WITNESSETH

WHEREAS, H&N is duly authorized to engage in operations as a property broker of regulated freight moving in interstate or foreign commerce pursuant to License No. MC-433057 issued by the Federal Motor Carrier Safety Administration, controls the transportation which is the subject of this Agreement, and desires to tender to CARRIER for transportation such goods of its customers as are offered to H&N; and

WHEREAS CARRIER is duly authorized by the Federal Motor Carrier Safety Administration or its predecessor to engage in operations in interstate or foreign commerce as a contract carrier, by motor vehicle, in Docket No. MC-_____, operating under U.S.DOT No. _____ and desires to participate in the transportation of such freight as is tendered to CARRIER by H&N by providing services designed to meet the special and distinct needs of the shipper;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties mutually agree as follows:

1. Representations and Warranties of CARRIER. CARRIER represents and warrants to H&N that it:

a. Has been issued Contract Motor Carrier Permit No. MC-_____ by the Federal Motor Carrier Safety Administration or its predecessor agency, and such authority is now, and will continue during the term of this Agreement to be, valid and subsisting.

b. Has been issued appropriate operating authorities, licenses, certificates or permits for operations in the states and provinces where the operations contemplated by this Agreement shall be performed.

c. Has and will maintain, while this Agreement remains in effect, the public liability and cargo insurance described in paragraphs (8) and (9) of this Agreement.

d. Is in compliance with all applicable federal, state, provincial and local laws relating to its service and the performance of this Agreement and will remain in compliance with all such laws during the entire term of this Agreement.

e. Has in effect an effective safety program and has been issued a "Satisfactory" Safety Rating by the Federal Motor Carrier Safety Administration; will maintain an effective safety program and a "Satisfactory" Safety Rating during the term of

this Agreement; and is in compliance with all applicable federal, state and provincial safety regulations and requirements.

f. Uses only drivers who are properly licensed to operate commercial motor vehicles, including all endorsements which are necessary to perform the services contemplated by this Agreement and who have demonstrated that they possess all necessary knowledge, training and experience to perform in a competent, efficient and safe manner to satisfy all customer requirements.

g. Will immediately notify H&N of any lapse in a policy of insurance required by this Agreement, any downgrade in its Safety Rating, and any revocation or suspension of its operating authority.

h. Will perform all services contemplated by this Agreement as a motor carrier as defined in 49 U.S.C. 13102(14) and not as broker or freight forwarder.

i. Makes the representations herein for the purpose of inducing H&N to enter into this Agreement.

j. Has authorized the person(s) executing this Agreement to do so on CARRIER'S behalf.

2. Representations and Warranties of H&N. H&N represents and warrants to CARRIER that it:

a. Has been issued Motor Carrier Property Broker License No. MC-433057 by the Federal Motor Carrier Safety Administration and such authority is now, and will continue during the term of this Agreement to be, valid and subsisting.

b. Has now and will maintain, while this Agreement remains in effect, a Property Broker's Surety Bond under 49 C.F.R. 387.307 or trust fund agreement authorized therein.

c. Makes the representations herein for the purpose of inducing CARRIER to enter into this Agreement.

d. Has authorized the person(s) executing this Agreement to do so on H&N's behalf.

3. Duties of CARRIER. CARRIER agrees to transport and deliver specified commodities, in accordance with the shipping instructions issued to it by H&N on behalf of various shippers, and to cause its driver(s) to be responsible for the loading and/or unloading of all commodities tendered to it by H&N as hereinafter set forth. CARRIER shall have the duty to determine that each shipment is properly loaded and CARRIER agrees to indemnify, defend, and hold harmless H&N and shipper against all loss, cost, damage, or liability of any kind or nature arising or growing out of improper or unsafe loading or unloading of any shipment. CARRIER'S acceptance of any shipment loaded or unloaded by CARRIER signifies that the number of pieces shown on the Bill of Lading is correct and that the lading is in apparent good condition.

4. Tender of Shipments; Rates and Charges. H&N agrees to tender to CARRIER for transportation, and CARRIER agrees to transport for H&N, such shipments of freight as the parties shall mutually agree, such transportation to be accomplished in accordance with the rates and charges and other provisions set forth in the Rate Agreement pertaining to each shipment. Issuance of a Rate Agreement shall constitute

written notice to CARRIER that H&N is acting in the capacity of a property broker as defined in 49 U.S.C. 13102(2) and is not acting as a motor carrier or a freight forwarder. If a Rate Agreement containing all the terms of service as well as all the applicable charges due CARRIER has been issued by H&N, said document will be presumed to manifest the intent of the parties with respect to all charges due CARRIER for the shipment or shipments described therein. Acceptance of the shipment or shipments described on a Rate Agreement issued by H &N shall constitute acceptance by CARRIER of all the terms set forth thereon, and shall constitute a representation by CARRIER that it accepts such shipment or shipments acting in the capacity of a motor carrier as defined in 49 U.S.C. 13102(14) and not as a broker or a freight forwarder.

5. Equipment; Delivery Standard; Consequential Damages. CARRIER agrees to provide equipment which satisfies the reasonable needs of H&N and its customers, and to transport and deliver all shipments with reasonable dispatch unless a different service standard is required by H&N or its customers and accepted by CARRIER. Acceptance of a shipment which is tendered with a specific delivery deadline shall constitute agreement by CARRIER to meet the specified delivery deadline, even if "reasonable dispatch" would have permitted a later delivery, and CARRIER agrees to assume liability for all properly asserted claims for consequential damages arising out of late delivery of any such shipment. If a shipment is tendered to CARRIER with a specified delivery date that cannot be met without violating the applicable hours of service limitations, or for any other valid reason beyond CARRIER'S reasonable control, CARRIER will be expected to promptly bring such matters to H&N's attention, in which event H&N will communicate with its customer to adjust the delivery schedule to avoid any conflicts with applicable safety statutes and regulations.

6. Independent Contractor Status of CARRIER. CARRIER, in its performance of this Contract, shall be and remain an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status.

a. Equipment and Licenses. CARRIER shall, at its own cost and expense, provide and maintain motor truck equipment for use in the services to be performed hereunder which is adequate and satisfactory to H&N and its customers, and CARRIER shall also procure and maintain such licenses and permits as are required by local, state or federal authorities with respect to such transportation services and shall comply with the laws and regulations applicable thereto.

i. Expenses. CARRIER shall pay all costs and expenses relating to the transportation services, including but not limited to all expenses of loading and unloading, fuel, vehicle maintenance, taxes, tolls, fees, and all compensation for personal services, unless H&N or its customer expressly agrees to pay (or reimburse) CARRIER for any such expenses.

ii. Exclusive Possession, Control and Use. The equipment to be provided by CARRIER pursuant to this agreement shall be at all times in CARRIER'S exclusive possession, control and use and shall be operated pursuant to authorities, permits and other operating credentials which shall be issued in the name of the CARRIER, and not H&N Transport, Inc. or H&N Logistics, LLC and nothing herein shall be construed as a lease of the subject equipment by CARRIER to H&N Transport, Inc.

notwithstanding the fact that CARRIER shall, in its performance of this contract, be using semi trailers owned by H&N Transport, Inc. CARRIER shall be fully and solely responsible to the public and all regulatory agencies having jurisdiction over the operation, including the Federal Motor Carrier Safety Administration and the Wisconsin Department of Transportation.

iii. Driver Qualifications. CARRIER warrants and represents that the motor vehicle equipment used in the performance of this contract shall be in good working condition and in full compliance with FMCSA regulations regarding such equipment; that the proper licenses, authorities, permits, and other operating credentials have been obtained, and that the driver(s) assigned to said equipment have all been properly qualified for such operations under the rules and regulations of the FMCSA found at 49 C.F.R. Part 391. CARRIER agrees to furnish H&N at H&N's reasonable request, copies of driver qualification documents, such as a Commercial Driver's License and medical certificate, which confirm that each driver is properly qualified and experienced for such operation.

iv. Penalties. CARRIER agrees that any penalties, forfeitures or fines incurred in the performance of this contract, including but not limited to such things as overweight, equipment or driving violations, shall be the sole responsibility of CARRIER or its driver, and not in any manner the responsibility of H&N or any of its customers, suppliers, parents, subsidiaries or affiliates.

b. Vehicle Maintenance. CARRIER shall be responsible for all maintenance costs with respect to the equipment operated pursuant to this agreement, including such minor repairs to the trailers owned by H&N Transport, Inc. as are reasonably necessary to minimize the potential for cargo loss or spoilage, or damage to the trailer, or injury to third parties. H&N Transport, Inc. shall pay for all other necessary repairs to its own trailers, and shall reimburse CARRIER for the cost of such repairs, but only when such repairs or maintenance have been undertaken by CARRIER with the express prior approval of H&N.

c. CARRIER'S Employees and Contractors. CARRIER shall employ or contract with all persons required for the performance of this contract, and shall assume full responsibility for the payment of state and federal contributions or taxes for unemployment insurance, workers compensation, FICA, Medicare and any other taxes or contributions required with respect to the persons engaged in the performance of transportation services hereunder, and further agrees to comply with the applicable rules and regulations promulgated under such laws as are applicable thereto.

d. Noncompliance. Failure of CARRIER to comply with the requirements of subsections (a), (b) and (c) above shall constitute grounds for immediate termination of this Agreement.

7. CARRIER Liability For Loss of or Damage To Goods in Transit. Neither party shall be liable for failure to perform or delay in the performance of any of the terms or provisions hereof when such failure or delay is occasioned by Acts of God, the public enemy, war, floods, storms or other acts of the elements, accidental fires, strikes, lockouts or other labor acts of regulations, or any other circumstances or conditions beyond the reasonable control of said party and without the fault or neglect of such party, whether similar or not to the foregoing. Notwithstanding CARRIER'S status as a contract carrier, the standard of liability for freight loss and damage shall be consistent with the common carrier standard of liability set as established by common law and the

Carmack Amendment to the Interstate Commerce Act codified at 49 U.S. C. 14706, and CARRIER shall be liable for the full actual value of any goods which are lost, destroyed or damaged in transit unless such loss, destruction or damage is caused exclusively by circumstances falling within a recognized exception to common carrier liability under the Carmack Amendment and CARRIER is free from negligence. No limitation of liability, released rates, or released valuations contained in any tariffs, classifications or bills of lading shall be applicable to any shipments transported under this Agreement, and any attempt by CARRIER to limit or excuse its liability other than in accordance with this paragraph shall be null and void.

8. Public Liability Insurance. CARRIER agrees that it shall procure and maintain at its expense, with reputable insurance carriers, the necessary types and kinds of public liability insurance required by the Federal Motor Carrier Safety Administration, but in no event shall such coverage limits be less than $1,000,000.00 (per occurrence) combined single limit, and further agrees to furnish to the H&N upon request therefor, written certificates obtained from such insurance carrier or carriers, confirming that such insurance has been procured and is being paid for and maintained naming H&N Logistics, LLC at 708 Heartland Trail, Suite 2000 Madison, WI 53717 as an additional insured, and requiring written notice to H&N of any cancellation or material modification of such coverage at least thirty (30) days prior to any cancellation or material modification.

9. Cargo Insurance. CARRIER further agrees that it shall procure and maintain at its own expense, with reputable insurance carriers, all risk cargo insurance in the amount of not less than $100,000.00 per occurrence to compensate H&N, its customers, or the owner or consignee of the goods, for loss or damage to the property which comes into the possession of CARRIER in the performance of transportation service pursuant to this Agreement. The cargo insurance shall be in the form required by H&N and its customers and shall have no exclusions or restrictions that are unacceptable to H&N's customers, including, by way of illustration only, provisions such as an employee infidelity exclusion CARRIER shall, at H&N's request, cause its insurance carrier to forward forthwith to H&N a standard Certificate of Cargo Insurance, which Certificate shall name H&N Logistics, LLC at 708 Heartland Trail, Suite 2000 Madison, WI 53717 as an additional insured and which shall require the insurance carrier to give H&N written notice ten (10) days prior to the cancellation of such cargo insurance. CARRIER agrees to notify its cargo insurance carrier of any claim, or potential claim, for an insured loss no later than the close of business on the first business day immediately following CARRIER'S discovery of the loss or potential claim.

10. Payment. H&N agrees to remit to CARRIER the sum specified in its settlement statement within twenty (20) days of the date of delivery of the goods, and submission to H&N of proper proof of delivery and other evidence that the CARRIER'S performance of the requested services has been completed. CARRIER will not be paid for loads which have been properly rejected by the consignee unless and until any and all claims arising out of the rejected shipment have been paid in full either by CARRIER or by CARRIER'S cargo insurance carrier. H&N will pay CARRIER the applicable transportation charges due CARRIER when a shipment tendered for delivery by

CARRIER is improperly rejected by the consignee.

a. Quick Pay. CARRIER may, at its sole discretion, elect to be paid within forty-eight (24) hours under H&N's "Quick Pay" program. In accepting such payments, CARRIER agrees that H&N may deduct from each such remittance a service charge equal to four percent (4.0%) of the line haul charges for each shipment transported by CARRIER.

b. Assignments of Accounts Receivable. CARRIER agrees to notify H&N in writing of any assignment of CARRIER'S accounts receivable to a factoring company or other third party, prior to accepting any payments from H&N. CARRIER agrees to indemnify and defend H&N from and against any demands or claims made upon H&N by any such assignee, including all costs and expenses incurred by H&N (including actual reasonable attorneys fees incurred by H&N) in responding to claims or demands made by an assignee of CARRIER, and, in addition, CARRIER agrees to pay H&N liquidated damages in the amount of not more than $1,000.00 per occurrence to compensate H&N for its administrative costs in connection with such demands or claims.

11. Bills of Lading. All shipments transported pursuant to this Agreement shall be deemed to be governed by the terms and conditions of the bill of lading prepared for each shipment, and this contract hereby incorporates by reference all the terms and conditions of said bill of lading as though fully set forth herein, except where such provisions are in conflict with any other terms of this Agreement, in which event this Agreement shall be controlling. Unless otherwise agreed in writing, CARRIER shall become responsible for the freight when it receives or accepts possession thereof, regardless of whether a bill of lading has been issued. Failure on the part of the CARRIER to issue a bill of lading, or to execute a bill of lading acknowledging receipt of the cargo, shall not affect or diminish the liability of the CARRIER for loss of, or damage to, the cargo. CARRIER shall cause its name to be shown on the bill of lading as the carrier of record in all instances. If a bill of lading lists H&N or any other party as the carrier of record on a bill of lading, such erroneous listing shall be presumed to have been done only for the convenience of the consignor or other party involved in preparation of the bill of lading and shall not change CARRIER'S status as the carrier of record.

12. Contract Carrier Status. CARRIER represents and warrants to H&N that CARRIER is a duly licensed motor contract carrier of property pursuant to one or more contract carrier permits issued to CARRIER by the Federal Motor Carrier Safety Administration. CARRIER further represents and warrants to H&N that CARRIER is not certificated as a motor common carrier of property by the Federal Motor Carrier Safety Administration or, if CARRIER does hold common carrier authority, than none of the operations which CARRIER will conduct pursuant to this transportation agreement shall be conducted as a common carrier and further, that if CARRIER has published any motor carrier tariffs with the Federal Motor Carrier Safety Administration, or maintains unpublished tariffs or rates, none of the rates or terms and conditions set forth in any such tariffs which are inconsistent with the rates and terms established by this Agreement shall be applicable to any transportation services which CARRIER shall perform pursuant to this Agreement.

13. Back Solicitation. CARRIER agrees that in consideration of the substantial effort undertaken by H&N in locating the traffic which is the subject of this agreement, as well as the goodwill which now exists between H&N and its customers and further in consideration of the substantial and irreparable harm to H&N that would result from a breach hereof, that CARRIER shall not at any time during the term of this agreement is in force plus a period of one year immediately following the cancellation, expiration or termination of this agreement, solicit or attempt in any way to contract directly with any Shipper, Receiver, Consignor, Consignee, Buyer or Purchasing Party who controls the transportation, whose freight is first tendered by H&N to CARRIER, for the hauling which is the subject of this agreement, without the express written consent of H&N. CARRIER expressly agrees that in the event of a material breach of this provision by CARRIER, H&N may, at its election, seek injunctive relief, or money damages, or both, and that the measure of H&N's damages shall be the full amount of commissions or other compensation due H&N for all traffic transported in contravention of this agreement and further that should H&N elect to seek enforcement of this clause through litigation or other legal proceedings, CARRIER shall be liable to H&N for the costs and disbursements of such action including actual reasonable attorneys fees. Moreover, CARRIER shall be liable to H&N for interest on unpaid commissions or other compensation at a rate of 1.0% per month from the date of the breach, which is an annual percentage rate of 12.0%. For purposes of construing this clause, any shipment hauled by CARRIER in violation of this clause shall be deemed a separate breach of this agreement, and any waiver by H&N of any particular individual breach of this clause shall not be construed as a waiver by H&N of the terms and conditions of this clause for any subsequent breaches hereof.

14. CARRIER'S Lien. CARRIER hereby waives any lien it may have on the goods being transported pursuant to this Agreement under the Uniform Commercial Code or other provisions of law, and CARRIER agrees that it shall not bill or otherwise seek recovery from anyone other than H&N for freight charges earned by CARRIER in the performance of this Agreement, nor shall CARRIER accept payment from any consignor, consignee or party other than H&N without the express written consent of H&N. CARRIER has agreed to conduct business with H&N based on CARRIER'S own investigation into H&N's creditworthiness and hereby extends the credit terms specified herein to H&N based solely on CARRIER'S own due diligence.

15. Double Brokering Prohibited. CARRIER agrees that it will not assign or co-broker or assign any shipments which are tendered to CARRIER by H&N pursuant to this Agreement, without H&N's prior express consent to do so. Should CARRIER violate this provision or use the services of another motor carrier for any portion of the transportation, H&N shall be entitled to withhold payment until all parties who participated in the transportation have agreed in writing regarding payment of the freight charges. CARRIER shall nevertheless remain fully liable for any freight claims arising out of the transportation services CARRIER has agreed to perform hereunder even if another party has participated in the transportation by convenience interlining, local pickup and/or delivery, or any other arrangement.

16. Indemnity. CARRIER agrees to defend, indemnify and hold H&N and its

customers harmless from and against any claims, demands, losses, damages, fines, penalties, costs, expenses or liability of any kind (including reasonable attorneys fees incurred by H&N and its customers) arising out of or relating to CARRIER'S performance or breach of this Agreement, including but not limited to injuries to persons or property occurring at the premises of any consignor or consignee, unless such injuries, costs or damages were proximately caused by the negligence or intentional act of H&N or its customer. The obligations of CARRIER hereunder shall survive termination of this Agreement.

17. Nonexclusive Agreement. CARRIER and H&N mutually agree that this is not intended as an exclusive agreement, and that either party may enter into similar agreements with other carriers, brokers or freight forwarders, provided that such agreements do not violate paragraph 13 of this Agreement.

18. Breach of Agreement; Remedies. In the event of a material breach of a material term of this Agreement by CARRIER, H&N shall have the right to immediately terminate this Agreement for good cause and, in addition, shall have the right to withhold or setoff any payments which are due and owing to CARRIER for freight charges. This right of withholding or setoff is not an exclusive remedy, and H&N shall have and may exercise all other remedies it may have at law or in equity against CARRIER. H&N shall also be entitled to withhold or setoff any payments which are due and owing to CARRIER against any claims for freight loss, damage or delay which H&N or its customer has asserted against CARRIER.

19. Applicable Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as to both interpretation and performance except where expressly preempted by applicable federal statutes or regulations. In the event of any dispute or disagreement involving the interpretation or performance of this Agreement, including but not limited to claims for loss of or damage to cargo and disputes regarding applicable freight charges and terms of service, the parties agree that such disputes or disagreements shall be referred to the alternative dispute resolution program sponsored by the Transportation Lawyers Association, or similar mediation or arbitration service for disposition in accordance with the sponsoring organization's rules and procedures before bringing legal action in a court of law. The parties mutually agree to exert their best efforts to resolve all disputes by good faith settlement or negotiation whenever possible, and to make use of alternative dispute resolution mechanisms to the maximum extent practicable, and hereby authorize the Court to award all or a portion of its attorneys fees to the prevailing party if the Court finds that the non-prevailing party failed to negotiate in good faith a resolution of the dispute. Such an award of attorneys fees shall be committed to the sound discretion of the trial court. Any litigation involving the interpretation or performance of this Agreement shall be venued in Circuit Court for Dane County, Wisconsin and CARRIER expressly consents to jurisdiction in said Court.

20. Term. This Agreement shall remain in effect and full force for one year from the date hereof, and shall be automatically renewed from year-to-year thereafter, subject to

the right of termination by either party at any time on 30 days written notice to the other party.

21. Loss and Damage Claims. The provisions contained in 49 C.F.R. Part 370 shall govern the processing of claims for loss, damage, injury, or delay to property and the processing of salvage; PROVIDED, however, that CARRIER shall have no right to salvage with respect to human food grade products except as expressly authorized by H&N in writing. CARRIER shall promptly investigate and attempt in good faith to resolve all such claims whether submitted initially to H&N or directly to CARRIER by the injured party.

22. Nondisclosure. CARRIER may not disclose the terms of this Agreement to anyone not a party to this Agreement without the prior written consent of H&N. CARRIER and its employees and agents shall treat all information relating to the identity of consignors and consignees, origins, destinations, commodities, volume and frequency of movements and methods of distribution as confidential and proprietary information of H&N and its customers and shall not divulge such information to third parties without the express written consent of H&N.

23. Duty of CARRIER to Accurately Disclose Correct Legal Name and TIN. In order for H&N to meet its reporting obligations to the Internal Revenue Service and to other governmental agencies, it is mandatory that CARRIER provide H&N with a complete and accurate IRS Form W-9 at the time this Agreement is signed or at such other subsequent times as H&N may reasonably require. In the event CARRIER provides inaccurate information regarding CARRIER'S exact legal name and/or exact taxpayer identification number ("TIN") and it becomes necessary for H&N to take corrective action, CARRIER agrees to pay H&N a fee of $150.00 to compensate H&N for the administrative cost of correcting CARRIER'S inaccurate information. In addition, CARRIER agrees to reimburse H&N for any fines, penalties or other charges assessed against H&N by the IRS or other governmental agency for inaccurate reporting caused by CARRIER in providing inaccurate information to H&N.

24. Entire Agreement. This Agreement, together with any Rate Agreements and Bills of Lading issued in connection with the performance of this Agreement (but only to the extent that such documents are not in conflict with the terms hereof) shall constitute the entire agreement between the parties. No pre-printed provisions on any documents issued by CARRIER shall be binding upon H&N unless H&N expressly consents to such provisions in writing

25. Trailer Requirements All trailers must be of food grade quality. It is the carriers responsibility to make sure that the trailer that they are using complies, in all respects with **Title 21 of the Code of Federal regarding FSMA "Sanitation in Transportation Ruling."** It is the responsibility of the Carrier to make sure the trailer is ready to go **prior to** arriving at shipping facilities, **and must be free of all foreign material, such as:**

- Food residue from previous loads
- Pests/pest feces
- Cleaning and sanitizing residues
- Wood chips, dust, dirt etc.
- Trailer insulation and door seals – no visible insulation and doors completely sealed
- Air shoots are clean with no visible signs of mold
- Ribbed floors are clean and unclogged
- Animal waste or residue
- Blood
- Allergens/cross-contamination

If a washout is needed:

A. You will be directed to the nearest washout facility
   i. Must return with washout receipt
   ii. Trailer must be inspected again after washout

Drop Trailers – Any trailer dropped, in any facility lot, that is not of food grade quality, will be fined $100 towards their next load.

By signing below, you acknowledge the foregoing and, notwithstanding the result of any inspection, you acknowledge that you remain responsible for the trailer's compliance with applicable food safety and sanitation laws and regulations. This agreement remains in effect from the date hereof until terminated by either party by providing 30 days prior written notice thereof.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year specified above.

ACCEPTED AND AGREED:

H&N LOGISTICS, LLC:

H&N Logistics, LLC

708 Heartland Trail, Suite 2000

Madison, WI 53717-2099

BY Phillip Seaton

TITLE Operation Manager

ACCEPTED AND AGREED:

CARRIER:

_____

_____

_____

BY_____

TITLE_____

DATE_____

TAXPAYER ID #_____

USDOT#_____

MC#_____

PHONE #_____

MOBILE PHONE #_____

FAX #_____

EMAIL:_____