

**AMERICAN MEAT EXPRESS**

1300 50<sup>TH</sup> STREET

SUITE 105

WEST DES MOINES, IA 50266

800-257-3570

PHONE:515-457-7400 FAX:515-457-7425

[WWW.AMERICANMEATEXPRESS.COM](http://WWW.AMERICANMEATEXPRESS.COM)

Following this cover sheet are 5 pages of our set-up packet that we need for you to fill out completely and accurately.

The Form W9 needs to be filled out accurately. Line 3 must be filled. Even and LLC needs to specify individual, corporation, or partnership on their W9.

Also YOU must:

1. Send copy of your Federal Operating Authority
2. Call your insurance company and have them fax us insurance certificate showing American Meat Express as the certificate holder.

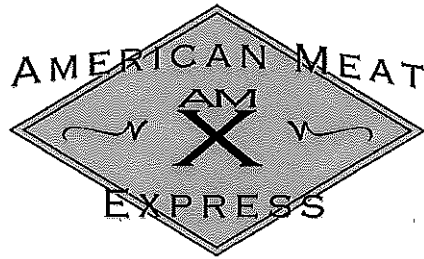
All of the above instructions are very important and must be completed before any truck will be paid.

After we receive all of the paperwork we will send load confirmation. Fill in the blanks, sign, and email or fax back to us.

Thank you and look forward to working with you!

American Meat Express

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



## CARRIER PROFILE

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Employer Tax ID/EIN#: \_\_\_\_\_ SS#: \_\_\_\_\_

Mailing Address as stated on W-9: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ After Hours Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Would you like to receive Load Lists via email? Yes  No

Insurance Company: \_\_\_\_\_

Insurance Company Phone: \_\_\_\_\_

NOTE: American Meat Express is required to be on your cargo insurance as Additionally Insured and Reefer Breakdown Coverage. Please notify your insurance company.

*Did You Know?*

American Meat Express can often pay faster than any factoring company. Please inquire about our competitive rates and policies on Fast Pay and our financial advancing services.

### AMERICAN MEAT EXPRESS

1300 50<sup>TH</sup> St. – Suite 105

West Des Moines, IA 50266

Phone: 515-457-7400 | Fax: 515-457-7425

[www.AmericanMeatExpress.com](http://www.AmericanMeatExpress.com)

DRAKE FREIGHT CO LLC d/b/a AMERICAN MEAT EXPRESS LLC  
WEST DES MOINES, IOWA 50266  
BROKER AGREEMENT

THIS AGREEMENT, (the "Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between, \_\_\_\_\_ (hereinafter referred to as "Carrier") and Drake Freight Co., LLC d/b/a American Meat Express LLC, a limited liability company located at 1300 50<sup>th</sup> Street, Suite 100, West Des Moines, IA 50266 (hereinafter referred to as "American Meat Express" or "Broker").

**WITNESSETH**

- 1) American Meat Express is duly licensed by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), to engage in operation, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods or hazardous materials) by motor vehicle (MC#229763). While American Meat Express is also a duly licensed motor carrier, the parties agree that for all shipments of goods transported pursuant to this agreement, American Meat Express is serving as a Broker only and that Carrier will have the sole and exclusive responsibility to ensure that any persons involved in transporting a lawful shipment of property under this agreement, including, but not limited to, drivers of any equipment supplied by the Carrier, have been properly qualified under the Federal Motor Carrier Safety Regulations to transport the shipment and that all persons participating in the transporting of the shipment and all equipment used in transporting the shipment adhere to the safety standards of the Federal Motor Carrier Safety Regulations and all other applicable laws, rules, or regulations.
- 2) Carrier is duly licensed contract motor carrier operating under Docket No. MC \_\_\_\_\_.
- 3) Carrier agrees to accept lawful shipments of property offered it by Broker, (except that Carrier will not accept any shipments containing hazardous materials) and to transport such shipments to the location provided by Broker. If, for any reason, Carrier cannot transport the shipment or supply necessary services incident thereto in a timely manner, it shall immediately notify Broker and Broker may, in its sole discretion, elect to avail itself of the services of another carrier. If Carrier provides reasonable notice as provided in this paragraph, there is no breach of the terms of this contract by either party.
- 4) Carrier agrees to provide and keep in full force and effect at its own expense a minimum of \$750,000 per vehicle property damage and cargo liability insurance covering each shipment transported by Carrier under the terms of this Agreement. Carrier will also maintain a minimum of \$1,000,000 per person / \$3,000,000 per occurrence bodily injury/liability insurance. Prior to acceptance of any shipments, Carrier shall furnish to Broker a certificate of Insurance evidencing insurance coverage as provided herein and naming American Meat Express as an Additional Insured under the Policy. All insurance required by the Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker.
- 5) Carrier, at its own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed, hereunder, and shall maintain such vehicles and equipment in safe condition and in compliance with all applicable state and federal regulations both as to operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local, State or Federal authorities

with respect to the transportation services provided herein and shall comply with all laws and regulations applicable to transporting such shipments.

- 6) Each shipment tendered to Carrier for transportation between points of origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and transportation in handling of such shipments will be governed solely by the provisions of law applicable to contract motor carriers.
- 7) Carrier agrees to immediately notify Broker of any accident or event which may impair the safety of, or materially delay delivery of, goods or shipments, and also agrees to use the utmost care and diligence in the protection of said goods and shipments while in the possession or control of the Carrier, its agents or employees.
- 8) Carrier will issue and sign a standard bill of lading or receipt acceptable to both Broker and the underlying shipper(s) on acceptance of the goods. Carrier assumes all liability for a shipment from the time of receipt of the shipment by the Carrier until proper and timely delivery is made. The receipt or bill of lading shall be conclusive evidence that the Carrier received the shipment in good order and condition, unless otherwise specifically described on the face of such document. All receipts and/or bills of lading must name the consignor and consignee and American Meat Express shall appear in the "Bill To" section and in the "Special Instructions" section as being "Shipped under contract authority with American Meat Express."
- 9) Carrier will invoice Broker for its services in transporting the shipment. Broker will pay Carrier for any reasonable freight charges owed to Carrier on freight on shipments tendered by Broker. Carrier's freight charges shall be based on a Rate Confirmation amount negotiated between Broker and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation amount will be agreed reduced to writing which writing shall be an Addendum to the terms of this Agreement.
- 10) Broker will invoice the shipper/consignee for each shipment moved by Carrier and payment thereof by shipper/consignee to Broker shall relieve the shipper/consignee of any liability to Carrier for non-payment. Carrier agrees to waive any right of payment by the shipper/consignee.
- 11) Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle at least three shipments during the term of this Agreement.
- 12) It is the intent of the parties that Carrier shall be and remains an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. Carrier agrees to assume full and sole responsibility for all salaries, commissions, insurance, taxes, pension, and benefits of Carrier's employees and agents (including owner operators) utilized by Carrier in the performance of this Agreement. Any conditions or requirements placed on the Carrier in this agreement or Carrier's employees or agents, is to assure performance of the delivery and/or control the final result of the work, and not to require the Carrier to perform the work in any specific manner, and nothing in this agreement shall be construed to create or attempt to create an employer/employee relationship between Broker and Carrier or any of Carrier's employees or agents.
- 13) Carrier shall be liable for full actual loss resulting for loss, damages, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the invoices price of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49CFR Part 1005. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This Agreement cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.
- 14) Carrier agrees to indemnify, defend, and hold harmless Broker from any and all claims of any nature whatsoever arising out of Carrier's operations or activities hereunder, including, but not limited to: Claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or other wrongful conduct of Carrier, its employees

or agents (including owner/operators) which arise from or are connected to the performance of Carrier's services under this Agreement, or any shipment transported under this Agreement, including court costs and attorneys' fees incurred in defending or prosecuting such claims.

- 15) Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any customer, shipper, or consignee referred to it by Broker for a period of one (1) year following the date of the initial referral or the date service is last performed for such person under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit the Carrier from soliciting any of Broker's customers, shippers, or consignees. In the event that Carrier breaches this provision, Carrier shall be liable to Broker for a commission in the amount of twenty (20%) percent of the gross revenue per load on any freight so transported by Carrier for any of American Meat Express' accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable attorneys' fees in the event legal proceedings are required to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to Carrier and its officers, directors, shareholders, employees.
- 16) This Agreement shall remain in effect until terminated subject to the right of either party hereby to terminate the Agreement at any time upon the notification or thirty (30) days written notice of one party to another.
- 17) This Agreement shall be governed by the laws of the State of Iowa except that any statute or period of limitation applicable to interstate transportation shall apply. Both parties agree that they are subject to and hereby irrevocably waive any right to challenge personal jurisdiction in the United State District Court in the Southern District of Iowa, or in the Iowa District Court for Polk County, in connection with any lawsuit, action or proceedings rising out of or relating to this Agreement, and irrevocably agree that any and all such disputes, claims, or counterclaims of either party with respect to this Agreement will be heard and determined only in those courts.
- 18) If any paragraph of this Agreement is determined to be void or otherwise contrary to applicable laws or regulations, such determination shall not affect the validity of any other paragraph or terms or conditions of this agreement.
- 19) Carrier shall have no lien, or hereby waives its right to any lien, and agrees not to take any action to perfect or enforce any lien upon any shipment or portion thereof.
- 20) Broker agrees to pay Carrier, in accordance with the Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of Carrier's Invoice including Broker's Rate Confirmation number, the original bill of lading, and proper proof of delivery. Broker may withhold from compensation due Carrier an amount sufficient to satisfy claims for loss, damage, injury, or delay arising out of transportation of any shipment or goods under this Agreement.
- 21) Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, Bill of Lading or shipping document shall be confidential and shall not be disclosed by Carrier to persons other than its officers, directors, agents, attorney, accountants and auditors. Broker has the right as its sole and absolute discretion to disclose any such information to one or more of its vendors, customers, or consignees. The provisions of this section shall survive the termination, expiration, or cancellation of this Agreement for a period of five (5) years.
- 22) Sub-Contract Prohibition. Carrier expressly agrees that all freight tendered to it by Broker be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of the this clause of the agreement.

23) Carrier Moving Perishables. Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least one year. Copies of these records must be Provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration of heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

24) Safety Rating. Carrier shall endeavor to maintain a satisfactory U.S. Dot Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

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

Broker: American Meat Express

By: \_\_\_\_\_

By: Todd Drake

Title: \_\_\_\_\_

Title: President

Address: \_\_\_\_\_

Address: 1300 50<sup>th</sup> Street, Suite 100

Address: \_\_\_\_\_

Address: West Des Moines, IA 50266

**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:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 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.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**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).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,