

PO BOX 1908 Allen, TX 75013-0034 Ph. 214-495-7610 Fax 214-495-7623

# NEW CARRIER INFORMATION SETUP PACAKGE PLEASE FAX THE FOLLOWING DOCUMENTS TO 214-495-7623

- ❖ CARRIER CONTRACT PAGE 2,3 & 4 SIGNED AND DATED
- ❖ CARRIER PROFILE OR YOUR PROFILE FORM PAGE 5
- **❖ COPY OF YOUR MC PERMIT**
- ❖ W-9 FORM a blank form is included in this packet if needed
- ❖ INSURANCE CERTIFICATE FOR YOUR AUTO LIABILITY AND CARGO
- ❖ INSURANCE WITH QTI NAMED AS A CERTIFICATE HOLDER

Certificate Address:

**QTI Service Corp** 

PO Box 1908

Allen, TX 75013

WE MUST HAVE THESE DOCUMENTS BEFORE WE CAN SEND
THE LOAD CONFIRMATION



### QTI Service Corporation P.O. Box 1908 Allen, TX 75013

Ph: 214-495-7610 Fax: 214-495-7623

This Agreement shall govern the services provided by _				
licensed motor carrier pursuant to USDOT #	& Docket No. MC#	(hereinafter		
referred to as "Carrier") Carrier phone # is	fax # is	and QTI Service Corporation,		
(hereinafter referred to as "Broker"), a licensed Transpor	rtation broker pursuant to Docket No	o. MC#203581		
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- 1. Broker is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.
- 1.1 Independent Contractor. Carrier understands and agrees that Carrier is an independent contractor of Broker, and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Transportation Schedule. Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services in a Transportation Schedule, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.
- 2. Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference.
- 3. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation.
- 3.1 "Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from the shipper or consignee."
- 3.2 Unless otherwise agreed in writing, Carrier shall not solicit freight shipments nor quote rates for a period of 36 months following termination of this agreement for any reason, from or to any shipper, consignor, consignee, or other customer of Broker, when such shipments or shipper customers were first tendered to Carrier by Broker. In the event of breach of this provision, Broker shall be entitled, for a period of 36 months following delivery of the last shipment transported by Carrier under this Agreement, to commission of twenty percent ( 20%) of the gross 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, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney fees.
- 4. Carrier warrants to Broker (and its shipper's principals) that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than (\$100,000.00) per shipment; and shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. 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. (b) Carrier shall maintain public liability insurance in the amount of not less than (\$1,000,000) as required by federal regulation (BMC-91) on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.
- 4.1 Any insurance coverage's required by any government body for the types of transportation and related services specified in a Transportation Schedule. All insurance required by this Agreement or a Transportation Schedule must be written by an insurance company having a Best's rating of "B+" 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 under all of the Transportation Schedules. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the foregoing insurance. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder on each of

the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing coverage. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement Broker, shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, Public Liability, Property Damage, Cargo, and Workers' Compensation Insurance with reliable insurance companies acceptable to Shipper, and in the following amounts, which amounts may be modified by Broker subsequently upon thirty days' written notice: \$1,000,000 Bodily Injury; \$500,000 Property Damage; \$100,000 Cargo; \$500,000 Employer's Liability and Workers' Compensation in an amount not less than the statutory limits for the state(s) or province(s) in which transportation services are to be performed, including employer's liability insurance in an amount not less than \$500,000.00. If Carrier is self-insured, a certificate of the state in which the transportation services are to be performed must be furnished by such state agencies directly to Broker. Insurance will meet or exceed the requirements of federal and state regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement.

- 5. Governing Rules. The following rules shall apply: (a) The terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R.§370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. §14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with Carrier by Shipper; and (f) Broker's customer is third party beneficiary of this Agreement.
- 6. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record." Broker shall be shown as the third party payer of all freight charges.
- 7. Indemnification. CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSABLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.
- 8. <u>Re-Broker.</u> Carrier will not re-broker, assign or interline the shipments hereunder without prior written consent of the Broker. If Carrier breaches 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. Upon Broker's payment to 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 this clause of the agreement.
- 9. 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 a 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 or 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.

10. Carrier's Cargo Liability. Carrier assumes liability as a common carrier for loss, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay Broker, directly or allow Broker, to deduct from the amount Broker owes Carrier, Customer's full actual loss, or the amount determined by Broker, and

Carrier to be Carrier's responsibility. Broker, shall deduct from the amount Broker, and otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments made hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker.

- 10.1 Salvage Claims. Carrier shall waive any and all right of salvage or resale of any of Customer's and overage goods shipped by Carrier under a Transportation Schedule. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods. damaged goods and shall, at Broker, reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged
- 11. Carrier shall endeavor to maintain a satisfactory U.S. DOT safety rating
- 12. Law and Interpretation. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by a signed written agreement. The courts of the State of Texas and the United States District Court for the Northern District of Texas (Dallas Division), in each case located in Dallas, Texas, shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.
- 13. Savings Clause. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.
- 14. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice.

BROKER: BY:	CARRIER: BY:	
WITNESS:	WITNESS:	
DATE:	DATE:	



### CARRIER PROFILE

COMPANY NAME
ADDRESS
CITY, STATE, ZIP
DISPATCH TELEPHONE
CURRENT SAFETY RATING
MC NUMBERDOT NUMBER
TYPE AUTHORITYCOMMONCONTRACT
FEDERAL TAX ID NUMBER
HOW MANY DRIVERS?SOLOTEAM
HOW MANY TRACTORS?YEAR/MODEL
HOW MANY TRAILERS?VAN48'VAN53'REF48'REF53'FB45'FB53'SDECK48'SDECK53'
COMPANY DISPATCH CONTACT
TYPE COMMUNICATION WITH DRIVERS
TRAFFIC LANES
COMMENTS

## Form **W-9**

(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

	Nam	ne (as shown on your income tax return)		•		
page 2.	Busi	ness name/disregarded entity name, if different from above				
Da	Chec	ck appropriate box for federal tax				
e ns on		sification (required): Individual/sole proprietor C Corporation S Corporation	☐ Pa	artnership Trust/estate		
Print or type Specific Instructions on		Exempt payee				
두드		☐ Other (see instructions) ►				
Ĕ	Address (number, street, and apt. or suite no.)		Request	ester's name and address (optional)		
ě	OTI		OTI SE	SERVICE CORPORATION 3OX 1908 EN, TX 75013		
See S	City, state, and ZIP code		PO BC			
	List a	account number(s) here (optional)				
Par	t I	Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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 <i>How to get a TIN</i> on page 3.						
		account is in more than one name, see the chart on page 4 for guidelines on whose		Employer identification number		
number to enter.						
Part		Certification				
		alties of periury, I certify that:				
1. The	e num	nber shown on this form is my correct taxpayer identification number (or I am waiting for	a numb	per 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. lar	n a U	J.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 ► Da	te ►			

#### **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.



400 7th Street \$W Washington, DC 20590

SERVICE DATE May 10, 2005

DECISION
MC-203581
Q. T. I.
ALLEN, TX
REENTITLED
QTI SERVICE CORPORATION
D/B/A QTI

On April 22, 2005, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

#### It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as QTI SERVICE CORPORATION, D/B/A QTI.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: http://lipublic.fmcsa.dot.gov. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: May 5, 2005

By the Federal Motor Carrier Safety Administration

Angeli Sebastian, Chief Information Systems Division

NC/A

Bond Number: 13231

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated than an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Highway Administration, 400 7th St., SW, Washington, D.C. 20590.

B.M.C. 84 Approved by OMB (10/98)2125-0570 Filer FHWA License No. ACCOUNT NO 28318 MC-203581 PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906 KNOW ALL MEN BY THESE PRESENTS, That we QTI Service Corporation DBA QTI 400 N. Allen Drive , Suite 302, as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of \_\_\_\_\_\_ (State or District of Columbia) (Nate or District of Columbia) (Nate or District of Columbia) firmly bound unto the United States of America in the sum of \$100,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described. NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond. This bond is effective the <u>18th</u> day of <u>December</u> , <u>2012</u> , 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, D.C., such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Principal for supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying for transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.