



Carrier Profile

Carrier Name: _____

Address _____ City _____ St _____ Zip _____

Dispatch Contact: _____

Phone: _____ Fax: _____

After Hours Phone/Contact: _____

E-mail Address: _____

MC #: _____ (include copy of permit) DOT#: _____

Fed Tax ID#: _____ (include copy of W-9)

of Units: _____ Owner/Operator?: YES _____ NO _____

Trailer Type(s): (Check all that apply)

_____ Flatbed _____ Step Deck _____ Van

Insurance: Cargo - Limits: _____ Expires: _____

Liability - Limits: _____ Expires: _____

Preferred Load Origination (states): _____

Preferred Load Destination (states): _____

BROKER - CARRIER AGREEMENT

This Broker-Carrier Agreement, ("Agreement"), is entered into _____, 20____, ("Effective Date") by and between **INCOMPASS LOGISTICS LLC** ("BROKER"), a Registered Property Broker MC#913179, and _____, a Registered Motor Carrier MC#_____ ("CARRIER"); collectively, the "Parties". The Parties agree as follows:

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and will maintain such authority during the term of this Agreement;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement and the Customer's requirements;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, double broker, assign or interline the shipments hereunder. If CARRIER cannot handle the load with its own drivers, CARRIER agrees to inform BROKER BEFORE picking/delivering at its customer(s). If CARRIER breaches this provision, it shall be considered a material breach of this Agreement, and BROKER may, at its option, terminate this Agreement immediately upon written notice to CARRIER. CARRIER shall remain responsible to the BROKER for fulfillment of all of CARRIER'S obligations while cargo is in the unauthorized carrier or party's possession, including, without limitation, CARRIER'S obligations relating to documentation; service; equipment; compliance with law; indemnification; and loss, damage and delay. CARRIER shall indemnify and protect the BROKER and the SHIPPER and their officers, directors, and employees against (i) claims arising from the conduct of the unauthorized carrier or other party while it is in possession of freight moving under this Agreement, and (ii) any claims by an unauthorized carrier or party for freight, accessorial or any other charges.
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers, transportation of Hazardous Materials, (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers compensation.

- G. Will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H. SHALL DEFEND, INDEMNIFY AND HOLD BROKER AND ITS SHIPPER CUSTOMER HARMLESS FROM ANY CLAIMS, ACTIONS OR DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING CARGO LOSS AND DAMAGE, THEFT, DELAY, DAMAGE TO PROPERTY, AND PERSONAL INJURY OR DEATH. The obligation to defend shall include all attorney fees, expert witness fees, and all other costs of defense as they accrue. Shipper Customer is an intended third party beneficiary.
- I. Will notify BROKER in writing immediately if its safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, is changed to “Unsatisfactory” or “Conditional.”
- J. Authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment.

2. BROKER RESPONSIBILITIES:

- A. SHIPMENTS, BILLING & RATES: It is expressly understood and agreed that BROKER is not required to offer any particular load or number of loads to CARRIER and does not guarantee any specific number of shipments under this agreement.
- B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for CARRIER’s charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER’s Load Confirmation Sheet(s) incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference. Broker and its customer shall have the right to offset any claim(s) with pending invoices.
- C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.
- D. PAYMENT:
 - i. CARRIER agrees that BROKER is the party that will pay CARRIER for services provided that are due, and for which CARRIER is in compliance with this agreement, that CARRIER shall have no right or claim against any Shipper or any consignor or consignee or any other

party other than the BROKER for any of its charges, and that, under no circumstance, will CARRIER seek payment from, or bring suit against, the shipper or consignee unless the shipment is identified as “collect” on the Bill of Lading, or BROKER gives express written consent to CARRIER prior to any attempt by CARRIER to seek payment from, or bring suit against, the shipper. CARRIER shall be liable for any attorney fees or consequential damages incurred by BROKER, BROKER’S CUSTOMER OR THE CONSIGNEE as a result of CARRIER’S breach of this provision of this agreement.

- ii. CARRIER hereby authorizes BROKER to deduct from any amount due to CARRIER pursuant to this Agreement or any other agreement between the parties, any amount which may be payable as a result of cargo damage or other claim by CARRIER to BROKER or BROKER’S customer, and any amount for which BROKER may become liable to third parties by reason of CARRIER’S actions or omission, performance or failure to perform CARRIER’S obligations under this Agreement, BROKER may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim.
- E. BOND: BROKER shall maintain a surety bond /trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency’s regulations.
- F. Broker’s responsibility is limited to arranging for, but not actually performing, transportation of a shipper’s freight.

3. CARRIER RESPONSIBILITIES:

- A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that it will undertake all reasonable efforts to transport and deliver all shipments in good condition, with reasonable dispatch, and in accord with any special requirements of shipper, or as otherwise agreed in writing. Except in the case of *Force Majeure*, CARRIER will be responsible for any additional costs incurred upon BROKER when replacement services are required.
- B. BILLS OF LADING:
 - i. CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. CARRRIER’S failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo shall not affect the liability of CARRIER.

- ii. CARRIER agrees that any receipt or Bill of Lading issued by it shall serve only as a receipt for the goods (and not as the contract of carriage nor as evidence of title) and that no other provision of a Bill of Lading's terms and conditions shall apply, (including, but not limited to, any provision purporting to "incorporate by reference" provisions of other publications such as the CARRIER'S private tariffs, the National Motor Freight Classification, or the Uniform Straight Bill of Lading) and that all transactions between BROKER and CARRIER shall be governed by the Contract between BROKER and CARRIER, PROVIDED HOWEVER that the Bill of Lading may also contain instructions or specifications of the SHIPPER or consignor pertaining to the transportation of the goods covered by the Bill of Lading which the CARRIER agrees to follow or perform by issuing its Bill of Lading. CARRIER agrees the insertion of BROKER'S name on a receipt or Bill of Lading, in the space used to designate the carrier, is solely for the convenience of the shipper or consignor and such insertion shall not alter BROKER'S status as a property broker nor cause BROKER to be deemed a carrier.
- iii. CARRIER agrees that when the Bill of Lading or other shipping document specifies that the shipment is "collect" only CONSIGNEE will be liable for freight charges (regardless of whether SHIPPER or CONSIGNOR signed a "no recourse provision" on the Bill of Lading) and CARRIER agrees to collect freight charges from CONSIGNEE. CARRIER agrees that SHIPPER or CONSIGNOR will be held harmless from any freight charges unless SHIPPER and CARRIER or CONSIGNOR and the CARRIER agree otherwise in writing. CARRIER may decline to make delivery of the shipment without payment by CONSIGNEE.

C. LOSS & DAMAGE CLAIMS:

- i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage, provided however, that CARRIER shall have no right to determine whether goods may be disposed of or salvaged; and
- ii. Except to the extent inconsistent with the express terms of this agreement, CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
- iii. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub paragraph C shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above. To the extent that this provision allowing Broker and its Shipper Customer to recover attorney fees conflicts with the Carmack Amendment, 49, U.S.C. §14706, the CARRIER expressly waives the protections of the Carmack Amendment.
- iv. Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. This provision shall in no way limit CARRIER's indemnification liability set out in Paragraph 1.H. above.

- v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim.

D. INSURANCE:

- i. CARRIER agrees to procure at its sole cost and expense and maintain throughout the term of this Agreement the minimum insurance coverages set forth below, unless otherwise agreed in writing between the Parties. All insurance companies providing the required coverages must have an AM Best rating of (AVII) or greater.

Carrier shall submit to BROKER certificate(s) of insurance, or insurance policies, evidencing such coverages and naming BROKER as additional insured, and loss payee in the case of the cargo insurance policy, and requiring 30 days' advance written notice of BROKER in the event of cancellation, termination, or material modification.

Coverage	Policy Limits
Automobile Liability (including hired and non-owned vehicles). Policy must be endorsed with form CA 9948 Broadened Pollution	\$1,000,000
All Risk Cargo Liability (no unattended vehicle exclusion)	\$100,000 per shipment
Workers' Compensation	as required by law or by Shipper

NOTE: Automobile Liability and Cargo Liability insurance policies shall provide for a maximum deductible of \$1,000.00.

- ii. Carrier must submit proof of proper insurance to BROKER for loads with cargo values in excess of those required by this Agreement. Carrier's failure to submit proof of insurance for higher value loads shall not limit CARRIERS liability in any way.
- iii. In the event of cancellation, termination or material modification of any insurance policy required hereunder, written notice of such event shall be provided to BROKER at least thirty (30) days prior to the effective date of such cancellation, termination or material modification.
- iv. CARRIER'S insurance shall not include exclusions or restrictions that have not been made known to BROKER in writing or that would not be accepted by DOT in a filing under 49 U.S.C. §13906. The insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to limit or avoid CARRIER'S liability due to the sufficiency of CARRIER's insurance, any exclusion or

deductible in any insurance policy or based on the minimum amount of insurance coverage required under this Agreement.

- v. 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, BROKER's Affiliates ("Affiliates" is defined as another organization or partnership with common ownership, management, facilities, employees, equipment or interests), or its Customer based on any loss or liability insured under the foregoing insurance.
- E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.
- F. LIENS. CARRIER agrees to waive any lien it may otherwise have upon any shipment.
- G. **ACCEPTANCE OF LOAD: IF FOR ANY REASON YOUR COMPANY/DRIVER IS NOT ABLE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR APPLICABLE SAFETY REGULATIONS, DO NOT ACCEPT THE LOAD.**
- H. Any scheduling changes must be made through BROKER.
- I. SELECTION OF DRIVERS. CARRIER shall provide drivers who are properly licensed, trained and monitored to be in complete compliance with the FMCSA's regulations regarding hours of service, physical condition and all other requirements of said regulations. BROKER shall have no duty to select, instruct, or supervise CARRIER'S drivers, or to check a driver's logs or its status of compliance with FMCSA's hours of service or other regulations before tendering a shipment to CARRIER, said duties being the sole obligation of CARRIER.

4. MISCELLANEOUS:

- A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.
- B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- C. WAIVER OF PROVISIONS:
 - i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

- ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with the Carmack Amendment, 49 U.S.C. 14706 or Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. NO BACK SOLICITATION:

- i. CARRIER and CARRIER's Affiliates shall not solicit, hire, contract with, employ, or accept business from any employee, contractor or agent associated with BROKER or BROKER's Affiliates during the term of this Agreement and for a period of 12 months following termination of this agreement for any reason, without BROKER's prior written consent.
- ii. During the term of this Agreement for a period of 12 months following termination of this agreement for any reason, CARRIER and CARRIER's Affiliates shall not directly or indirectly call on, solicit, attempt to do business with, accept business from, or otherwise perform or attempt to perform any freight transportation, freight brokerage, or similar services for any Customer of BROKER, for CARRIER's benefit or for the benefit of any other individual or entity, without obtaining BROKER's prior written consent. For purposes of this provision, "Customer" means any individual or entity, including without limitation, shippers, consignors, consignees, freight forwarders, and third-party brokers and logistics providers, which BROKER and/or BROKER's Affiliates provide services to or which BROKER and/or BROKER's Affiliates invest time, money, or other resources in attempting to secure an agreement to provide services to, at any time before the termination of this Agreement, whether such services are to be provided directly, indirectly, on behalf of another, or through one or more intermediaries, and without regard to whom BROKER contracts directly with or whom BROKER receives payment directly from.

If CARRIER breaches this provision, BROKER shall be entitled to a commission of 20% of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement.. Additionally, BROKER may seek mandatory or prohibitory injunctive relief without bond, 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's fees.

If CARRIER has a prior, ongoing relationship with any Customer of BROKER, CARRIER shall, as a condition precedent to asserting any defense related to the prior relationship, give written notice of said relationship to BROKER and obtain from BROKER a written exception prior to accepting the first load from BROKER under this agreement.

E. CONFIDENTIALITY:

- i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal

customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

- ii. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the violating Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

F. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

G. NOTICES:

- i. All notices provided or required by this Agreement, shall be made in writing and delivered by personal delivery, certified mail with return receipt requested, to the addresses shown herein, or by fax to the fax number indicated below or to the email address indicated below. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

- ii. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

H. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive 1 year periods, unless terminated, upon 15 day's prior notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

I. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

J. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

K. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

- L. CHOICE OF LAW AND VENUE. The parties agree that this agreement shall be deemed to be entered into in Houston, Harris County, Texas and services will be deemed to have been performed there. All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be subject to and governed by the laws of the State of Texas, irrespective of the fact that one or more of the parties may be or may become a resident of a different state. The Parties agree that any and all disputes under this Agreement shall be filed in the appropriate state and federal courts located within Harris County, Texas.

Jurisdiction and venue shall be proper in Harris County, Texas for any and all claims or disputes arising out of any transactions between Broker and Carrier. Carrier agrees that Broker may, at its option, commence or transfer any legal actions or proceedings to courts having situs within Harris County, Texas. Carrier hereby submits itself to the personal jurisdiction of Harris County, Texas and venue for any cause of action shall be in the courts within Harris County, Texas. Carrier hereby waives any claims or objections that such courts will be improper or inconvenient forums.

CARRIER shall be liable for any attorney fees incurred by BROKER, BROKER'S CUSTOMER OR THE CONSIGNEE as a result of CARRIER's breach of this provision of this agreement.

- M. **LOAD STATUS:** BROKER must be notified IMMEDIATELY of any problems or delays with the load.
- N. In the event of breach of contract or any suit to enforce, modify or interpret the terms of this Agreement, the prevailing party is entitled to recover the costs, expenses and reasonable attorney fees.

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

INCOMPASS LOGISTICS LLC

Authorized Signature: _____

Scott Gillette

Printed Name: _____

Vice President

Title: _____

Company Address:

8511 East North Belt Road

Humble, Texas 77396

832-953-2300

Phone

832-413-5138

Fax #

ops@incompasslogistics.com

E-Mail

CARRIER

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Address:

Phone

Fax#

E-Mail



ACH / DIRECT DEPOSIT FORM

PLEASE COMPLETE IN ORDER TO OBTAIN FAST PAYMENT

VENDOR INFORMATION

Vendor Name: _____

Vendor's Current Remittance Address: _____

Account Status
(Select One): New Account Set Up Change Account Set Up

BANK INFORMATION: We would like to receive payments via ACH to the following account:
A bank letter or specification sheet can also be attached.

Bank Name: _____

Bank Address (City, State): _____

Bank Routing Number (ABA)/
National Bank Code: _____

SWIFT/BIC: _____

Bank Account Name: _____

Bank Account Number: _____

Account Type (Select One): Checking Savings

E-Mail Address (s) for Payment Advisement (Required): _____

Name of Person Completing Form: _____

Title: _____

THIS SECTION TO BE COMPLETED BY INCOMPASS LOGISTICS

Date Received: _____ Date Entered: _____

Entered By: _____ Approved By: _____

Request for Taxpayer Identification Number and Certification

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

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

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.
InCompass Logistics, LLC

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.
8511 East North Belt Road

6 City, state, and ZIP code
Humble, TX 77396

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

				-					
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or

Employer identification number

3	8	-	3	9	5	8	5	6	1
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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.

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 ▶ **2-20-19**

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.



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

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
May 06, 2015

LICENSE

MC-913179-B

U.S. DOT No. 2631140
INCOMPASS LOGISTICS LLC
HOUSTON, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT**

USER ID: **AWHSSTY**
TRANSMISSION NUMBER: **WEB00471**
TRANSMITTED ON: **04/16/2015 09:16:44**

COMPANY NAME: **FEDERAL INSURANCE CO.**
SUMMITTED BY: **CHUBB GROUP OF INSURANCE (01880-01)**

Docket	Form/Type	Policy Number	Effective Date	Action
MC-913179	BMC-84/SURETY	8304-35-14	04/15/2015	ACCEPTED

Values in FMCSA Licensing & Insurance Database:

Legal Name: **INCOMPASS LOGISTICS LLC**
Address: **20465 STATE HWY 249 #200**
HOUSTON TX US 77070

91X Coverage(Type/Max/Underlying):

Total: 1



**U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Licensing and Insurance Public**



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File Certificate - Certificate Confirmation

Batch : WEB00471

Your certificate form has been successfully submitted. Please notice that filings will not be processed until the Batch (Process Filings) is submitted.

USDOT Number:		Docket Number:	MC913179
Legal Name:	INCOMPASS LOGISTICS LLC		
DBA Name:			
Business Address:	20465 STATE HWY 249 #200 HOUSTON TX 77070		
Common Authority:	N	Contract Authority:	N
		Broker Authority:	N

Filer No:	01880 01	Filer Name:	CHUBB GROUP OF INSURANCE
Form:	Bond - 84	Effective Date:	04/15/2015
Surety/Trust Number:	8304-35-14		

- File Certificate(for Same Carrier)**
- Cancel Certificate(for Same Carrier)**
- View Filings Not Processed**
- File Certificate(for New Carrier)**
- Cancel Certificate(for New Carrier)**
- Process Filings**

April 16, 2015

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