

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Worldwide Freight. We offer excellent opportunities through our competitive rates, prompt settlements, and experienced professionals. To help us qualify you as an approved carrier, please complete and return the following information:

1. Insurance Certificate listing Worldwide Freight as certificate holder (A letter is attached that you can forward to your insurance company)
2. Brokerage Agreement
3. W-9 Form for taxpayer identification number and certification (W-8 Form, Canadian)
4. Hazmat Certification # and date of expiration (if applicable), and signed Hazmat addendum
5. Carrier profile sheet

Visit our website at www.worldwidefreight.com.

If you have any questions, please call us at 800-810-2528. Please return this information by fax to either of the following fax numbers:

574-271-7415 or 574-271-9261

Thank you for your interest and we look forward to hearing from you.

Attention Carrier Applicant

Please fax this time sensitive letter to your insurance agent

To: _____
Carrier's insurance agent

From: _____
Carrier company name

Re: *Certificate of Insurance*

Dear Agent:

This fax is to request a Certificate of Insurance of the above insured. Please include the following information:

1. Coverage (which applies): Auto Liability (*minimum \$1,000,000 policy*) and Cargo Insurance (*\$100,000 policy or U.S. fund equivalent*).
2. Please list the following as certificate holder:

Worldwide Freight Corp.
5838 W. Brick Rd. Ste. 101
South Bend, In. 46628

3. It is required that the above listed in item 2 receive a 30 day cancellation notice.
4. Please indicate whether the Insured's Cargo insurance has All Risk or Broad form.

Agent- Please **FAX** the requested information to:

Worldwide Freight – 574-271-9261 or 574-271-7415

AGREEMENT FOR MOTOR TRANSPORTATION

THIS AGREEMENT, (the "Agreement") made as of the _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Carrier") and Worldwide Freight, a corporation located at Claremont, Ca. (hereinafter referred to as "Broker").

WITNESSETH

- 1) Worldwide Freight is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle (MC#270500).
- 2) Carrier is a duly licensed contract motor carrier operating under Docket No. MC-_____ issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities.
- 3) Carrier agrees to accept lawful shipments of property offered it by Worldwide Freight subject to the capacity of Carrier's equipment and facilities, and to transport such shipments to the destinations designated by Worldwide Freight. In the event Carrier is unable to supply services within the time requested by Worldwide Freight, it shall so advise Worldwide Freight and arrange to provide service at a later date, or Worldwide Freight, if it desires, may elect to avail itself to the services of another carrier. Under such circumstances, there shall be no breach of the terms of this contract.
- 4) Carrier agrees to maintain and keep in full force and effect at its own expense a minimum of \$100,000 per vehicle cargo liability insurance covering all goods moved by Carrier under the terms of this Agreement. Carrier will also maintain a minimum of \$1,000,000 per occurrence Automobile liability insurance. Carrier shall furnish to Worldwide Freight a Certificate of Insurance evidencing said insurance coverages and naming Worldwide Freight on said policy.
- 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 good and efficient condition, 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 such services and shall comply with all laws and regulations applicable thereto.
- 6) From the date of this agreement forward, 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 such shipments will be governed solely by the provisions of law applicable to contract motor carriage as set forth in this agreement.
- 7) Carrier agrees to immediately notify Worldwide Freight of any accident or event which impairs the safety or materially delays delivery of goods or shipments and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
- 8) Carrier will issue and sign a standard bill of lading or receipt acceptable to Worldwide Freight and underlying shippers on acceptance of the goods and Carrier assumes the liability of interstate common carrier from the time of receipt of said goods by the Carrier until proper delivery is made, and such receipt or bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of such document. All such documents shall show the actual consignor and consignee and Worldwide Freight shall appear in the "Bill To" section and in the "Special Instructions" section as being "shipped under contract authority with Worldwide Freight."
- 9) Carrier will bill Worldwide Freight and Worldwide Freight will pay Carrier for freight charges payable to Carrier on freight shipments tendered by Worldwide Freight to Carrier. Carrier's freight charges will be based on a Rate Confirmation amount negotiated between Worldwide Freight and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.

Initial _____

- 10) Worldwide Freight will bill the shipper/consignee for each shipment moved by Carrier and payment thereof by shipper/consignee to Worldwide Freight shall relieve the shipper/consignee of any liability to Carrier for non-payment.
- 11) Worldwide Freight agrees to offer for shipment and Carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during the term of this agreement.
- 12) It is the intent of the parties that Carrier shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. Carrier agrees to assume full 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.
- 13) (a) Carrier shall be liable for full actual loss resulting from loss, damage, injury, or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost 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 49 CFR part 370. 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 conflict, this agreement shall govern. This contract cannot be changed, modified, limited, or supplemented by reference to any carrier rates, rules, classification, practice, schedule, or tariff.
(b) Carrier agrees to indemnify and save harmless Worldwide Freight from any and all claims of any nature whatsoever arising out of Carrier's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination therefore, resulting from the negligence or legal liability of Carrier, its employees, or agents, which may occur during the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims.
- 14) Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any account referred to it by Worldwide Freight for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of Worldwide Freight's accounts. In the event that Carrier breaches this provision, Carrier shall be liable to Worldwide Freight 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 Worldwide Freight's accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary 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, agents, drivers, owner-operators, subsidiaries, and affiliates.
- 15) This Agreement shall remain in effect until terminated subject to the right of either party hereby to cancel or terminate the Agreement at any time upon the notification of thirty (30) days written notice of one party to the other.
- 16) This Agreement shall be governed by the laws of the State of California except that any statute or Period of limitation applicable to interstate transportation shall apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United States Federal Court sitting in California or in any General Sessions or Chancery Courts for California in connection with any such suit, action or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of Carrier of Worldwide Freight in respect to any such suit, action or proceeding will be heard or determined only in any such court.
- 17) If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not effect the validity of any other terms or conditions.
- 18) Carrier shall have no lien, upon any shipment or portion thereof.
- 19) Worldwide Freight 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 referencing

Worldwide Freight Rate Confirmation number, the original bill of lading, and proof of delivery. Worldwide Freight may withhold from compensation due Carrier, amounts sufficient to satisfy claims for loss, damage, injury, or delay arising out of transportation of shipments under this Agreement.

- 20) 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, employees, agents, attorney, accountants, and auditors. Worldwide Freight has the right at 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.
- 21) Without the prior written consent of broker, carrier shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation

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

Carrier: _____

Broker: Worldwide Freight Corp.

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: Claremont, CA.

APPENDIX A

EXTRA REQUIREMENTS FOR HAZARDOUS MATERIALS SHIPMENTS

For any shipment arranged by BROKER to be transported by CARRIER involving transportation of hazardous materials or waste requiring vehicle placarding under 49 CFR Part 172, the parties agree the following provisions shall apply, in addition to provisions in the Transportation Brokerage Agreement, to which this Appendix is attached:

1. CARRIER also represents and warrants it holds all Federal and/or state permits and registrations necessary to transport the hazardous materials or waste, and CARRIER shall provide BROKER copies of all appropriate documents upon BROKER's request.
2. CARRIER shall immediately notify BROKER of (a) any revocation or suspension of the permits and registrations in ¶(1) and (b) any change in CARRIER's "satisfactory" USDOT safety rating. CARRIER acknowledges a "satisfactory" USDOT safety rating is a prerequisite to transporting hazardous materials or waste under this Agreement.
3. CARRIER also represents and warrants all CARRIER's drivers transporting hazardous materials or waste (a) are properly trained under Federal and state laws, including, as example, 49 CFR §§172.700 and 177.800, and (b) have the proper endorsements on their Commercial Driver's License to transport such shipments.
4. CARRIER shall comply with all Federal, state, and local laws regarding the transportation of hazardous materials or waste, including, as example, 49 CFR Parts 172 and 397.
5. If CARRIER is requested to transport hazardous materials or waste for which CARRIER must maintain \$5 million (\$US) liability coverage under 49 CFR §387.9, CARRIER shall procure and maintain, at its sole expense, public liability and property damage insurance from a reputable and financially responsible insurance company insuring CARRIER for at least \$5 million (\$US) per occurrence. Such insurance shall name CARRIER and BROKER as insurers for any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous substance, arising out of or in any way related to CARRIER's transportation.

Dated _____, 200__.

"BROKER"

"CARRIER"

WORLDWIDE FREIGHT

Company: _____

By: _____
Authorized Agent or Attorney-in-Fact

By: _____
Authorized Agent or Attorney-in-Fact

Printed: _____

Printed: _____

Address:
5838 W. Brick Rd. Ste. 101
South Bend, In. 46628

Address: _____

Phone: _____

Fax: _____

FID No: _____

DOT No: _____

Worldwide Freight Corp

The Internal Revenue Service requires us to have a W-9 on file for all payees containing certain taxpayer identification information. This is used to determine whether or not we should file information 1099-MISC annually for a specific payee, and if so, what name and identification number we should use.

If your business is incorporated or a partnership, then give us the name of the corporation or partnership according to your tax returns, along with the matching Federal ID number. If this business is an individual doing business as (d.b.a.), then we will need your individual name and Social Security Number.

Please complete the substitute W-9 with the necessary information in the box that is appropriate for your business and return it to us. Should you have any questions regarding this form, please feel free to contact us at 800-810-2528.

Corporations

Corporation Name _____ State of Incorporation _____

Corporation's Federal Tax ID# _____

Partnerships or Sole Proprietorships

Business Name (as used for tax purposes) _____

Federal Tax ID# _____ or Social Security # _____

Carrier Name _____

Street Address _____

City, State, Zip Code _____

Name (please print) _____

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 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.

Signature _____ Title _____ Date _____

Company Profile

Company Name: _____

Fid# _____ MC# _____ DOT# _____

Physical Address: _____

Mailing Address: _____

Remit To: _____

Phone# _____ Fax# _____

Toll Free# _____ After hours emergency # _____

Dispatch Contact: _____

Web Site: _____ Email: _____

Resource & Equipment

Owner Operator ___ Y ___ N Company Drivers: ___ Y ___ N # of Teams _____

Satellite Tracking: ___ Y ___ N Cell phones: ___ Y ___ N

Power Only: ___ Y ___ N # of Power Units: _____ Haz-mat Reg. #: _____

<u>Type of Equipment:</u>	<u>Number</u>	<u>Size(s)</u>
Van(s)	_____	_____
Flat(s)	_____	_____
Reefer(s)	_____	_____
Dropdeck(s)	_____	_____
Lowboy(s)	_____	_____
Specialized Trailer(s)	_____	_____

Desired Freight Lanes

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____