

## NEW CARRIER CHECKLIST

The following documentation is required to be returned for Qualification as a TMC Partner Carrier.

- Signed Agreement
- Copy of Brokerage Authority and Surety Bond
- New Vendor Information Form (Complete as much as possible)
- Complete Carrier Profile
- Certificate of Liability Insurance (Please forward a sample insurance certificate until your agent can fax or mail a copy meeting the following guidelines
  - \$1,000,000 General liability
  - \$1,000,000 Non-Owned and Hired Automobile Liability Combined Single Limit – bodily injury and property damage (combined single limit per occurrence). Coverage for “Any Auto” or “All Owned Autos”, “Hired Autos”, and “Non-Owned Autos” is required. “Scheduled Autos” is not acceptable
  - Statutory Worker’s Compensation and Employer’s Liability
  - \$100,000 Cargo Liability
  - Deductibles for each coverage shown on certificate
  - Copy of all exclusions from the cargo policy provided by insurance carrier
  - Insurers affording coverage have an AM Best Rating of B or higher\*
  - Insurance company must provide notice thirty (30) days written notice of change or expiration of policy
  - TMC listed as certificate holder

TMC  
P.O. Box 1774  
Des Moines, IA 50306

\* Ratings of insurers can be found by visiting [www.ambest.com](http://www.ambest.com)

**PLEASE FORWARD TO YOUR AGENT THE ATTACHED SAMPLE CERTIFICATE**

**Please fax required documents to TMC 515-953-7777**

## TMC CARGO CLAIMS AND ACCIDENT REPORTING PROCEDURES

### ACCIDENTS

All accidents/events, meeting the criteria outlined below, should be reported to TMC's safety/claims department Todd Bunting EVP Safety 1-800-247-2460 x3945. The phones are staffed 24 hours a day 365 days a year. All reportable accidents/events should be reported to the safety/claims office within 2 hours of the occurrence. The only exception to that requirement is an accident/event that results in a fatality and that should be reported immediately.

- Any accident/event that could potentially result in cargo damage
- Any accident/event that results in a fatality
- Any accident/event that results in a serious injury (defined as any life altering or life threatening injury). Examples of these would include but not limited to amputation, loss of bodily functions, loss of eyesight, etc.
- Any accident/event expected to result in losses totaling more than \$50,000
- Any accident/event involving TMC equipment (i.e. trailers or containers)
- Any accident/event involving TMC employees (i.e. spotters)

### CARGO CLAIMS

#### Loss and Damage

Cargo claims, whether they are caused by shortage or damage, are an expense that can be reduced with your assistance. Call TMC Cargo Claims from the shipping or receiving dock, or anywhere in transit, when you have cargo damage, overage, shortage, or other discrepancy. TMC Cargo can be reached at 1-800-473-5586 24 hours a day, 7 days a week 365 days a year.

Each load has its own TMC number, which is to be shown on all paperwork. It is to be placed in the top right hand corner of the Bill of Lading, or as close as possible to the top right hand corner.

#### When to Call

1. Anytime there is an exception on the delivery, shortages, damage, etc.
2. Anytime there is any kind of mishap during transit that could affect cargo, such as an accident or incident.

#### Calling in

What will you need when you call in to OS&S?

1. TMC load number
2. Bill of Lading number
3. Shipper and receiver
4. Number of pieces short, damaged, or over, and the item number for each product
5. Was damaged cargo refused or received? Is this noted on the Bill of Lading?
6. Carrier load number, or PRO number
7. Carrier equipment number
8. Carrier driver name and code

If the cargo to be loaded is in poor condition or the count is wrong, tell the shipper. If a disagreement occurs, call TMC Dispatch before loading or signing for the load. \*One important item to note is that these loads are being booked with TMC. As such, the Bill of Lading MAY list TMC as the carrier, but that is incorrect. The carrier picking up the load should ensure that the proper carrier name and/or SCAC are listed on all BOL copies.

#### Steps to Take to Avoid Cargo Claims

##### Shipper Load and Driver Count (SLDC)

Check condition and count. It will take longer to ensure an accurate count, but take your time!

##### Shipper Load and Count

Be sure bills show correct seal number and Shipper's responsibility by the statement "Shipper's Load and Count, or SLC"

### **Driver Loads and Counts**

Driver responsible for the cargo count, as well as ensuring proper loading, blocking, and bracing securement, and tarping of the load for transit.

### **Receiver unload/Driver Assist**

If any damages, shortages, or overages are noted, call TMC at 1-800-473-5586 immediately before leaving the receiver.

## **CARGO SECURITY**

### **Steps to Avoid Theft**

1. Know your route and do not change it without informing your supervisor.
2. Know the type and value of your cargo.
3. Always have a 24-hour emergency phone number on your person.
4. Arrange a communication schedule with your supervisor and follow it.
5. Check the load as it is loaded to make sure what type of cargo is loaded.
6. Lock your vehicle and trailer when you stop or in slow moving traffic. Freeway on and off-ramps are particularly dangerous.
7. Do not leave the tractor while it is running and do not leave keys in the tractor.
8. Only stop at designated rest areas where there are other trucks parked.
9. Avoid stopping at the same places every trip.
10. Avoid stopping to help motorists in trouble; call for assistance instead.
11. Do not talk about your cargo on the CB or to other drivers.
12. Never pick up hitchhikers.
13. Remember there is safety in movement and the most dangerous time is when you stop.
14. Do not leave the unit at the customer's dock without getting the bills signed.
15. Keep the unit number and license plate number of your vehicle on you at all times.
16. Be aware of vehicles following you and strangers asking questions.
17. Be especially watchful immediately after picking up your load.

A loaded trailer should not be dropped anywhere other than a secure drop yard or rail facility without ensuring that security arrangements have been made.

### **US/CANADA or US/MEXICO BORDER CROSSINGS**

The carrier in possession of a load when it crosses an international border is solely responsible for ensuring that they have proper paperwork, and clearances to move the load across a border. Any penalties or fines imposed by Customs for failure to do this correctly are the responsibility of that carrier, and not TMC

## CONTRACT CARRIER AGREEMENT

Agreement No. «contract»

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Annett Holdings, Inc. (AHI) d/b/a TMC Logistics ("BROKER") and \_\_\_\_\_ ("CARRIER").

1. TERM. The Term of this Agreement shall be for one (1) year and shall automatically renew for a successive one (1) year period; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services.

3. SPECIFIED SERVICES. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein.

4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER or, alternatively, by BROKER's customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve CARRIER of its obligations and responsibilities with respect to any shipment made hereunder. Such receipt shall be prima facie evidence of receipt of such shipment in good order and condition unless otherwise noted on the face of such receipt by CARRIER. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading, manifest or other receipt.

5. CARRIER'S OPERATIONS AND EMPLOYEES. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor.

6. INDEMNITY. CARRIER shall defend, indemnify, and hold harmless BROKER from and against all loss, damage, expense, cost, including reasonable attorney fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER's failure to comply with the terms of this Agreement or CARRIER's loading, handling, transportation, unloading or delivery of any shipments made hereunder.

7. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability for personal injury (including death) and property damage in an amount not less than \$1,000,000.00 per occurrence, and claims, damage or loss of or damage to freight in an amount not less than \$100,000.00 per occurrence, and any additional insurance that may be required by applicable law. CARRIER will cause BROKER to be named as a certificate holder on such insurance, and shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

8. FREIGHT LOSS, DAMAGE OR DELAY. BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER's delay in providing service, within nine (9) months of the delivery date of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. § 1005 et seq. CARRIER shall be liable to BROKER for cargo claims occurring while in the possession or under the control of CARRIER, relating to or arising out of CARRIER's negligent performance of or failure to properly perform the transportation services provided for in this Agreement. Neither BROKER nor CARRIER shall be liable to the other for any loss, damage, delay or failure to perform caused by acts of God, public enemy, inherent nature of the cargo, wars, strikes, fires or floods. CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER's customers for any freight loss, damage or delay claim.

9. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods of BROKER's customer on account of any dispute as to prices or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens, which CARRIER might otherwise have to any goods of BROKER's customers in the possession or control of CARRIER.

10. PAYMENTS. CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on the Schedule of Rates attached as Appendix A and any written supplements or revisions thereto signed and agreed to by CARRIER and BROKER. Payment by BROKER, on Customer's behalf, will be made net thirty (30) days of receipt of CARRIERS signed, original bill of Lading, providing there are no exceptions noted by shipper or consignee, except in the event that a Customer fails to pay all amounts due Broker for the load or loads transported. The bill of lading, clear delivery receipt, and any other necessary billing documents will be enclosed with said invoice enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. In no event shall BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or BROKER'S customers. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement. BROKER shall not be liable for payment to CARRIER for services rendered hereunder until and unless BROKER has received payment for the same services from its Customer. In the event BROKER'S Customer fails or refuses to pay BROKER for services performed by Carrier hereunder, BROKER shall have no liability to CARRIER for payment and CARRIER agrees to seek recovery for any charges due solely from the defaulting Customer. In any such case, CARRIER agrees not to file any claim, charge or action at law against BROKER for payment of charges due hereunder.

11. CARRIER WILL NOT SOLICIT BROKER'S CUSTOMERS. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from traffic transported for such customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT. This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.

13. SEVERABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

14. WAIVER. CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to assist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

15. DISPUTE RESOLUTION. Any dispute which cannot be resolved by agreement of the parties shall be resolved by arbitration before a single arbitrator appointed by, and proceeding under the rules of the American Arbitration Association in Chicago, Illinois.

16. SUB CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER and that Carrier shall not in any manner sub contract, broker or any other form arrange for the freight to be transported by a third party without the prior written consent of Broker.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

"BROKER"

"CARRIER"

ANNETT HOLDINGS, INC. D/B/A  
TMC Logistics

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

P.O. Box 1774

\_\_\_\_\_

Des Moines, IA 50306

\_\_\_\_\_

Fax No.: (515) 953-7777

\_\_\_\_\_

## TMC CARRIER PROFILE

\*Required information. Please note the completeness of this profile will increase our ability in matching your company with freight.

\*Date Completed: \_\_\_\_\_

\*Carrier

Name: \_\_\_\_\_

Authority Number: \_\_\_\_\_ \*SCAC: \_\_\_\_\_ Tax

ID: \_\_\_\_\_

**Corporate Address:**

\*Street: \_\_\_\_\_

\*Phone: \_\_\_\_\_

\*P.O. Box: \_\_\_\_\_

\*Fax: \_\_\_\_\_

\*City: \_\_\_\_\_

\*State: \_\_\_\_\_

\*Zip

Code: \_\_\_\_\_

\*E-Mail Address: \_\_\_\_\_ \*Web Address: \_\_\_\_\_

**Service Areas:**

Top 5 Backhaul Lanes		
	From: State	To: State
1.		
2.		
3.		
4.		
5.		

Other needs \_\_\_\_\_

Are you interested in dedicated or regular lanes? (Yes / No)

Area(s)? \_\_\_\_\_

Are you willing to drop trailers? (Yes / No)

Area(s)? \_\_\_\_\_

Length of haul? \_\_\_\_\_ Type of equipment to be used? \_\_\_\_\_

WILL YOU UTILIZE OWNER-OPERATORS OR INDEPENDENT/SUBCONTRACTORS IN PERFORMING WORK FOR TMC?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

**Carrier Capabilities** (Please circle all that apply):

Mode of Service:      TL      LTL

Area of Service:      OTR      REGIONAL      LOCAL EXPEDITE      TEAMS

Type of Service:            DRY VAN            FLATBED            PUPS   SPECIALIZED-OSD   STRAIGHT TRUCK

**Hazmat:**

Do you haul hazardous materials? (Yes / No)

**Systems:**

\*Do you have internet access? (Yes / No) \*Do you have access to email? (Yes /No)

\*Tracking Capabilities:   Cellular\_\_\_\_\_   Satellite\_\_\_\_\_   Pagers\_\_\_\_\_

**Safety:**

Do you have a safety manager or department? \_\_\_\_\_

**Financial:**

	2007	2006
Revenue		
Earnings		
Operating Ratio		

**\*Contacts:**

Operating Areas	Contact Name	Phone	Fax	Email
Administrative				
Safety				
Insurance/Risk Management				
Claims				
Contracts				
After Hours				
Accounts Receivable				
EDI				

**Dispatch/Marketing:**

Region	Contact Name	Phone	Fax	Email	Hours

**General Questions:**

Are you a privately or publicly held company? \_\_\_\_\_

VENDOR FORM  
(ATTACH TO CASH DISBURSEMENT REQUEST)

**NEW VENDOR?**

**CHANGE TO AN EXISTING VENDOR?**  
(please describe change) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>GENERAL INFORMATION</b> (ALL INFORMATION REQUIRED)		
NAME: _____ (individual name if sole proprietor)		
BUSINESS NAME: _____ (exactly as printed on invoice)		
REMIT ADDRESS: _____ (Street)		
_____	_____	_____
(City)	(State)	(Zip)
PHYSICAL ADDRESS: _____ (Street)		
_____	_____	_____
(City)	(State)	(Zip)
PHONE: _____	FAX: _____	
CONTACT: _____		
E-MAIL ADDRESS: _____ (if available)		
IF VENDOR IS A FREIGHT CARRIER, PROVIDE CARRIER SCAC _____		

<b><u>1099 INFORMATION</u></b>	
CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> OTHER <input type="checkbox"/> (please mark appropriate box)	
TAXPAYER IDENTIFICATION NUMBER(TIN OR EIN): _____ (please mark appropriate box below)	
Employer Identification Number <input type="checkbox"/> 'or' Social Security Number <input type="checkbox"/>	
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. person (including U.S. resident alien). <small>Certification instructions. You must cross 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.</small>	
<b>SIGN HERE</b> _____	Date _____
(Signature of U.S. Person)	