

## **Carrier Guidelines**

**Emergencies - Call 800-321-7182**

### **Carrier Paperwork**

1. **FAK load number and carrier number is critical. If we cannot identify the proper paperwork to our load number, payment will be delayed. We need your paperwork within 15 days of delivery.**
2. **Carrier must check in as “FAK carrier” - NOT under the truck’s name.**
3. Bills of Lading (BOL)
  - a. We need clear **original** copies with the driver’s and receiver’s original signatures and/or stamp of Receiver (shipper signature not required – implied with receipt of BOL).
  - b. Verify with the FAK agent if the load is pallet exchange. If so, have shipper indicate number of pallets in and out. Remember, if pallet exchange, and BOL’s are not marked with quantity in and out or a pallet receipt is not turned in, you will be charged.
4. Accessorials. Verify with FAK agent whether or not the customer requires lumper and pallet receipts, as well as any other charges. **The FAK rate confirmation must agree to all accessorial charges.** Also, if we do not have these documents when the load is billed, you may not receive payment for these charges until we are paid.

### **Carrier Pay Policy**

1. Completed carrier setup package. To include unaltered Master Carrier Agreement, valid insurance certificate with FAK named as “Additional Insured”, W-9, and Operating Authority.
2. The following documents are required for settlement.
  - FAK rate confirmation
  - Carrier invoice
  - BOL(s)
  - Receipts for **approved accessorials**
3. For your load to settle, the shipment date must be **7** days old or older and the load has to be billed. We cannot bill without all the required paperwork in-house.
4. The following items will create non-payment or delayed payments.
  - Missing or incomplete paperwork
  - BOL(s) not signed by receiver
  - BOL(s) discrepancies. Shortages, temperature problems, count changes, and potential claims
  - Late delivery
  - No carrier invoice
  - Double Brokering**

**Note:** If your address or other contact information has changed, notify FAK immediately.

**F.A.K. INC.**  
**P O BOX 5187**  
**DENVER CO 80217**  
**PHONE: (303)289-5433**  
**FAX: (303)288-2917 or**  
**FAX: (303)289-1674**

DATE: \_\_\_\_\_ CARRIER I.D. #: \_\_\_\_\_

TO: \_\_\_\_\_ REQUESTING OFFICE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NUMBER OF PAGES INCLUDING COVER SHEET: \_\_\_\_\_

FROM: Insurance Dept. Ext.171 & 173

COMMENTS:

Failure to provide these materials will result in the delay of all payments to you until the documentation is received:

- \_\_\_\_\_ 1. **W-9** (must be signed and dated) **and FAK W-9 form**
- \_\_\_\_\_ 2. **Master Carrier Agreement** (any alterations or strike-outs are unacceptable)
- \_\_\_\_\_ 3. **Operating Authority and DOT Certificate**
- \_\_\_\_\_ 4. **Equipment Form** (see attached)
- \_\_\_\_\_ 5. **Cargo Insurance Certificate** from your insurance company listing F.A.K. Inc as an Additional Insured (see insurance requirements)

**REMINDER:** You must also send the **original Bills of Lading and Carrier Invoice** for all loads hauled **within 15 days of delivery.**

**F.A.K. INC.**  
**INSURANCE REQUEST FORM**

**The Certificate must:**

- Be an original document.
- Provide at least 30 days notice of cancellation.
- Show complete insurance carrier names as listed in the A.M. Best Property & Casualty Guide.

**The Certificate of Insurance must be completed in its entirety & signed.**  
**Binders are not acceptable.**

**F.A.K. must be named as an Additional Insured.**

**CARGO LIABILITY requirements:**

Must indicate Broad Form or All Risk Coverage.  
\$100,000 minimum per Conveyance  
Reefer Coverage  
**Maximum of \$2,500 Deductible**

*NOTE: Please fax this information to us and mail original to the following address*

F.A.K. INC.  
**P O BOX 5187**  
DENVER CO 80217-5187  
ATTN: INSURANCE COMPLIANCE  
FAX#: 303-288-2917  
OR  
FAX#: 303-289-1674

**THIS IS YOUR RESPONSIBILITY. PLEASE FORWARD THIS REQUEST FORM TO  
YOUR INSURANCE COMPANY.**

## MASTER BROKER-SHIPPER AND CARRIER AGREEMENT

THIS MASTER AGREEMENT, between FAK, INC., a Colorado Corporation, a Regulated Transportation broker, hereinafter designated as Broker-Shipper and \_\_\_\_\_ hereinafter designated as CARRIER.

WITNESSETH:

WHEREAS, BROKER holds a license from the former Interstate Commerce Commission ( ICC ),replaced by the Federal Highway Administration, Department of Transportation (FHWA),to operate as a transportation broker in M.C. -239293 and is in good standing with all other regulatory agencies having jurisdiction over it; and

WHEREAS, CARRIER holds authority to operate as a motor common or contract carrier under Certificate or Permit No. - \_\_\_\_\_ issued to it by the former ICC, now FHWA; and

WHEREAS, CARRIER is in good standing with all regulatory agencies having jurisdiction over it;  
It is the intent and understanding of the parties to this AGREEMENT that all transportation services provided to BROKER-SHIPPER by CARRIER shall be contract carriage as defined at 49 U.S.C. 13102(4)(B), and that this AGREEMENT is entered into under the provisions of 49 U.S.C. 14101(b). It is understood that the shipments offered to CARRIER by BROKER-SHIPPER will be only those where BROKER-SHIPPER exercises complete control over the transportation of the commodities, and under these circumstances BROKER-SHIPPER is considered to be a shipper in its relationship with CARRIER.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, IT IS HEREBY AGREED as follows:

1. The term of this Agreement shall be one (1) year beginning with the date of execution hereof and shall automatically renew for consecutive one year extensions unless canceled by either party by giving written notice to the other at least thirty (30) days in advance of such cancellation.

2. Carrier and Broker-Shipper agree that this Agreement shall govern all shipments tendered to Carrier by Broker-Shipper during the term of this Contract. Any rates, rules and charges in tariffs, schedules, rate quotations, or other pricing documents published or maintained by Carrier whether filed or not filed with any regulatory agency, will not apply for any such shipment unless such rates , rules and charges are specifically incorporated herein.

3. The parties agree that as to each load accepted by Carrier the parties shall execute a written instrument entitled "Broker Confirmation" and when executed by the parties, shall be considered as an Addendum to this Master Agreement.

4. Each Broker Confirmation shall be issued by Broker-Shipper and signed by the parties prior to the handling of the particular loading(s) described therein. In consideration of Broker-Shipper's efforts on behalf of Carrier as well as of Broker-Shipper's issuing said Confirmation(s) and Broker-Shipper's guaranty to Carrier of payment in accordance with such Confirmation, The parties agree that Broker-Shipper shall keep any sums which Broker-Shipper's customers are willing to pay over and above the Carrier compensation stated in the Broker Confirmation, as Broker-Shipper's commission. It shall be Broker-Shipper's responsibility to complete the Broker Confirmation in duplicate, mailing or faxing one copy to Carrier and retaining the second copy for its own file.

5. Carrier and Broker-Shipper acknowledge that an accepted practice of this transportation industry is the preparation of Bills of Lading by companies tendering goods for shipment by carriers. Carrier agrees that the shipper's preparation and Carrier's acceptance of such bills of lading shall be considered as receipt for the goods in good order and shall not constitute any agreement or contract of carriage between Carrier and the company tendering the goods to it.

6. Broker-Shipper shall not be obligated to tender all of its available freight solely to Carrier. Carrier hereby agrees that it will transport all lawful loadings accepted by it from Broker-Shipper to the destination or destinations designated by Broker-Shipper. In the event the Carrier is unable to accept any loading offered to it by Broker-Shipper it shall so advise Broker-Shipper and Broker-Shipper, if it desires, may elect to avail itself of the services of another carrier; under such circumstances failure of Carrier to accept Broker-Shipper's request shall not be a breach of the terms of this Agreement.

7. Carrier agrees that any loading accepted by it will be transported according to Broker-Shipper's instructions with reasonable dispatch. As between Carrier and Broker-Shipper, Carrier hereby assumes all liability for loss and damage while such commodities are in Carrier's custody or control. Except with Broker-Shipper's prior written permission, Carrier shall be prohibited from utilizing any other motor carrier, intermediary, or broker to transport the shipments contemplated by this Agreement. In the event that Carrier should violate the terms of this paragraph, it shall respond in liquidated damages to Broker-Shipper in an amount which is equal to the freight charge which would accrue to Carrier with respect to such shipment. This provision shall not prohibit Carrier from utilizing owner-operators pursuant to an appropriate lease and the rules and regulations adopted by the FWHA applicable to the use of owner-operators by motor carriers.

8. Because the transportation performed by Carrier under terms of this Agreement is contract carriage as defined at 49 U.S.C. 13102 (4)(B)wherein Broker-Shipper is acting in the capacity of the contracting shipper, Carrier and Broker-Shipper expressly waive the billing, payment, and collecting practices in 49 U.S.C. 13706-13710 and in lieu thereof agree that Broker-Shipper will be initially responsible for the payment of the agreed rates and charges to Carrier under the terms of this Agreement for each shipment transported by Carrier. Carrier agrees it will not invoice the shipper, consignee, or any other account of Broker-Shipper for transportation performed pursuant to this contract. Carrier acknowledges and agrees that Broker-Shipper's customers are considered third-party beneficiaries of this Agreement and that such customers rely upon this Agreement to prevent recovery by Carrier against said customer for any charges for shipments which were transported under this Agreement.

9. Carrier's liability begins when it signs the bill of lading or receipt and there is nothing further for Broker-Shipper or its customers or the bill of lading consignor or consignee to do in tendering the freight to Carrier. Carrier's liability shall end when it receives a signed delivery receipt from the proper named consignee and nothing remains to be done by Carrier to deliver the shipment to the consignee. When a shipment or part thereof is refused by the consignee, or Carrier is unable to deliver it for any reason, Carrier shall immediately notify Broker-Shipper in order to receive instructions concerning disposition from Broker-Shipper.

10. During the period of this Contract, the vehicle or vehicles used for such transportation shall be solely and exclusively under the direction and control of the Carrier, who shall be liable to the Broker-Shipper, the actual Shipper, Consignor or Consignee for any loss or damage to cargo, or for any property damage that may be caused by the operation of said vehicle or vehicles.

11. Claims against Carrier for loss, damage, injury or delay to freight may be filed with Carrier by Broker-Shipper, Broker-Shipper's customer, parties to the bill of lading, or the beneficial owner of the freight. All Claims will be filed, investigated and disposed of in accordance with the 49 CFR 1005 (Principles and Practices for the investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage) issued by the FHWA. Suits based on loss, damage, injury or delay to freight transported pursuant to this Contract shall be initiated within two (2) years and a day from the later of the dates on which the claimant and/or Broker-Shipper receive a written disallowance from Carrier. In any suit or other proceeding arising out of such claim, Broker-Shipper, Broker-Shipper's account, parties to the bill of lading, or the beneficial owner of the freight shall be entitled to reasonable attorney's fees. Notwithstanding the foregoing, any claim disallowed by Carrier or not disposed of in accordance with 49 C.F.R. S.1005 may be offset by Broker-Shipper from amounts otherwise due Carrier. Any provisions of this paragraph which could be deemed to be in conflict with 49 U.S.C. 14706 will be considered as a waiver of those provisions by the parties to this Agreement.

12. Carrier shall indemnify, defend (including payment of Broker-Shipper's court costs and attorney fees) and hold Broker-Shipper, Broker-Shipper's customers, shippers, receivers, consignors, consignees and beneficial owners of the freight from all loss, damage (including consequential or indirect damages), expense, actions, and claims for injury to persons (including injury resulting in death) and damage to property to the extent arising out of or resulting from Carrier's breach of its standard of liability contained herein. Carrier shall procure and maintain, at its own expense, liability insurance with a reputable and financially responsible insurance carrier properly insuring Carrier against liability and claims (a) for injuries to persons (including injuries resulting in death) or damage to property, in the amount, in the case of each accident, of not less than \$750,000.00; and (b) for loss of or damage to freight, in an amount not less than \$100,000.00 with respect to each shipment. Carrier shall furnish to Broker-Shipper written certificates obtained from each insurance carrier showing that such insurance has been procured and is being properly maintained, specifying the name of the insurance carrier, the policy number, and the expiration date. Such insurance policies shall provide that, in the event of cancellation, written notice of such cancellation shall be given to Broker at least thirty (30) days prior to such cancellation. In addition, Broker will be named additional insured on the Carrier's insurance policy.

13. Valid certificates of liability and cargo insurance as provided in Section 12 above are to be furnished to Broker-Shipper prior to Carrier's vehicle being loaded, but Broker-Shipper will tender a shipment to Carrier based on a signed statement from Carrier certifying the insurance required by this Agreement is in effect and not canceled or under suspension, and certifying that certificates of such effective insurance will be sent promptly to Broker-Shipper. Carrier's noncompliance with these insurance requirements will be considered as a breach of contract, and Carrier agrees to liquidated damages of 10% of Carrier's agreed upon gross revenue from the settlement for each trip occurring while the default existed.

14. It is further mutually understood and agreed that the relationship of Carrier to Broker-Shipper hereunder is, and shall remain, solely that of an independent contractor and that drivers of the motor trucks and any persons employed in any connection with the loading, transportation, or unloading of commodities under this Agreement are subject to the direction, control, and supervision solely of Carrier and shall not be deemed to be employees of Broker-Shipper for any purpose. Carrier also represents and agrees that such employees are and will at all times be covered by adequate workmen's compensation insurance as provided by law.

15. In consideration of services completed in accordance with the agreement between the parties by Carrier, Broker agrees to pay the Carrier Compensation per the agreement, even if the shipper does not or cannot pay Broker-Shipper. It is specifically understood by the parties that this Broker-Shipper's guarantee of payment is part of the consideration for this Agreement.

16. All notices required to be given under any of the provisions of this Agreement shall be properly given and are in full compliance hereof if made in writing and deposited in a United States post office by certified mail, postage prepaid, bearing the address of the respective parties as hereinafter set forth.

17. Information regarding Broker-Shipper, its customers and the terms and conditions of the Contract is considered to be confidential business information of Broker-Shipper. Broker-Shipper has secured the goodwill of its customers. Carrier will treat all matters relating to the business of Broker-Shipper, or its customer, as confidential business information and entrusted to Carrier solely for its use in performing services under this Contract. Such information will not be divulged in any way to any person except as is necessary for Carrier to carry out its obligations under this Contract. For the term of this Contract and for nine (9) consecutive months after termination of this Contract for whatever reason, Carrier will not directly or indirectly solicit or serve, or aid in soliciting or serving any customer of Broker-Shipper.

18. Carrier shall not permit any encumbrance or lien arising out of acts of or claims against Broker-Shipper to be entered, levied or to exist upon goods transported under this Contract, including but not limited to a lien for freight charges which may be due for that particular shipment or any prior shipment. Carrier shall remove such lien or encumbrance immediately after becoming aware of the existence thereof.

19. If a petition in bankruptcy is filed by Carrier or if Carrier is adjudicated as bankrupt, or if Carrier makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of Carrier, the non-defaulting party may, without prejudice to any other right or remedy, terminate this Contract. If Carrier should refuse or fail to supply satisfactory and lawfully qualified personnel or proper equipment or fail to make prompt payment for materials or labor or disregard law, ordinances or reasonable instructions of Broker-Shipper or its accounts, or if Carrier should fail to timely pay any sums due hereunder or Carrier otherwise be guilty of a violation of any provision of this Contract, then Broker-Shipper may forthwith cancel this Contract without prejudicing any additional legal rights which it or any other party may have under this Contract and statutory common law.

20. This Contract is divisible. If any provision is held to be violative of any law or regulation, or is unenforceable for any reason, such illegality shall not affect the remaining portions of this Contract, which shall remain in full force and effect.

21. This Agreement shall be binding upon the successors and assigns of the respective parties hereto; provided, however, that Carrier shall not assign this Agreement or any rights hereunder without the prior written consent of the Broker-Shipper.

22. Except for matters governed exclusively by federal law, this Agreement shall be governed by and construed under Colorado law without regard to any conflict of laws provisions which would require application of the law of any other jurisdiction.

The parties agree that any and all actions or proceedings commenced to enforce the terms of this Agreement shall be brought in the state of federal courts located in the City and County of Denver, State of Colorado. Each party consents to the exclusive personal and subject matter jurisdiction of such courts, and waives any objections to the venue in such courts. The parties also waive trial by jury in any action commenced concerning or related to this agreement.

FAK, INC.  
P.O. BOX 5187  
DENVER, COLORADO 80217  
TELEPHONE NO. 303-289-5433  
FAX NO. 303-288-2917  
By: Bobette L. Marcove  
Signature

Bobette L. Marcove  
Printed Name  
Vice President  
Title

Dated  
\_\_\_\_\_

CARRIER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# W-9 FORM

F.A.K. INC.  
P.O. Box 5187  
Denver, CO 80217  
Phone: 303-289-5433  
Fax: 303-288-2917

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

D/B/A : \_\_\_\_\_

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

: (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Toll Free Number : \_\_\_\_\_

Phone Number : \_\_\_\_\_

Fax Number : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

Taxpayer Identification Number : \_\_\_\_\_

- 1.  Corporation
- 2.  Partnership
- 3.  LLC
- 4.  Individual (Social Security #) : \_\_\_\_\_
- 5.  Individual (Federal I.D. #) : \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

**F.A.K. INC.**  
**CARRIER INFORMATION AND EQUIPMENT FORM**

**COMPANY NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPE AND NUMBER OF EQUIPMENT OWNED:**

REEFERS : 48' \_\_\_\_\_ 53' \_\_\_\_\_

DRYVANS : 48' \_\_\_\_\_ 53' \_\_\_\_\_

FLATBEDS : 48' \_\_\_\_\_ 53' \_\_\_\_\_

DROPDECK : 48' \_\_\_\_\_ 53' \_\_\_\_\_

STEPDECK : 48' \_\_\_\_\_ 53' \_\_\_\_\_

POWER ONLY : \_\_\_\_\_

QUALCOMM \_\_\_\_\_ PAGER \_\_\_\_\_ CELL \_\_\_\_\_ HIGHWAYMASTER \_\_\_\_\_



**TRUCK/TERMINAL LOCATIONS**

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
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. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number
+

or

Employer identification number
+

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

## Part II Certification

Under penalties of perjury, I certify that:

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 (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. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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.

**U.S. person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

## Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.