



4475 NE Third Street, Suite B  
Des Moines, Iowa 50313

## BTI LOGISTICS CARRIER SETUP

BTI Logistics Inc  
4475 NE 3rd Street  
Des Moines, Iowa 50313

Phone: 800-580-9903  
Fax: 515-465-1265  
Email: [btilogistics@btisci.com](mailto:btilogistics@btisci.com)

### Contacts:

Logistics Manager:	John Dickson	<a href="mailto:jdickson@btisci.com">jdickson@btisci.com</a>
Operations	Kyle Trusty	<a href="mailto:ktrusty@btisci.com">ktrusty@btisci.com</a>
Settlements:	Amy Michael	<a href="mailto:amichael@btisci.com">amichael@btisci.com</a>
Billing:	Kathleen McCauley	<a href="mailto:kmccaule@btisci.com">kmccaule@btisci.com</a>

### Required Documents to be setup as an approved Carrier:

1. Signed Contract
2. Signed ELD Compliance Form
3. Signed Workers Comp Form
4. Completed Carrier Information Sheet
5. Authority
6. W-9
7. Current Insurance Certificate showing BTI Logistics as Certificate Holder
8. Notice of Assignment if you Factor your freight bills

### Required Documents for payment: (Can be emailed to [kmccaule@btisci.com](mailto:kmccaule@btisci.com) as PDF)

1. Legible signed clear bill of lading (Including any other shipper documents)
2. Invoice
3. Signed confirmation



LOGISTICS, INC.

4475 NE Third Street, Suite B  
Des Moines, Iowa 50313

CARRIER INFORMATION SHEET

CARRIER NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

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

REMIT ADDRESS: \_\_\_\_\_

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

PHONE NUMBER (OFFICE): \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

FACTORING CO: \_\_\_\_\_

FACTORING CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

SCAC CODE: \_\_\_\_\_ MC# \_\_\_\_\_ US DOT# \_\_\_\_\_

TRAILERS: FLATS \_\_\_\_\_ STEP \_\_\_\_\_ RGN \_\_\_\_\_

OPERATIONS AREA: \_\_\_\_\_

DO YOU WANT DIRECT DEPOSIT? Y OR N

BANK NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ROUTING NUMBER: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

EMAIL ADDRESS TO NOTIFY OF DEPOSIT: \_\_\_\_\_



## BTI Logistics Introduces Faster Ways for Carriers to Get Paid

BTI Logistics has implemented TRANSFLO Express<sup>®</sup>, TRANSFLO Velocity<sup>®</sup> and TRANSFLO Mobile from Pegasus TransTech to send your documents with ease and more certainty than in the past. With these free services, you will be able to get your trip information to us in a matter of minutes instead of days so you can GET PAID FASTER.

### Benefits to You

- ✓ Get paid faster -- no more waiting for the mail to deliver the documents
- ✓ Free to download and free to use
- ✓ Total control of your documents because you no longer hand your documents off to someone hoping they do not get lost.
- ✓ Keep your original paperwork until payment has been received.
- ✓ Ability to confirm that your invoices arrived for processing.
- ✓ You get a confirmation number immediately after sending so you know your documents have been sent.
- ✓ Eliminates the need to make copies before sending your documents.
- ✓ FREE and easy to use

**Individual Owner Operators - this is your cover sheet to use at the truck stops**  
Don't wait until you get home to send us your documents, use this document as your coversheet for TRANSFLO Express. Stop at any Pilot/Flying J or Love's Travel Center, hand your paperwork to the cashier with the Cover Sheet and receive your confirmation receipt. It is that easy!

Have a laptop and scanner in your cab or a smartphone? Then go to [www.transfloveLOCITY.com](http://www.transfloveLOCITY.com) or your smart phone store to download the application to submit the paperwork. Use the Broker ID of **BTIOV**.



**BROKER - CARRIER AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BTI Logistics, Inc ("BROKER"), a Registered Property Broker, Lic. No. 601344 DOT# 2239033, and \_\_\_\_\_ a Registered Motor Carrier, Permit/Certificate No. \_\_\_\_\_ DOT \_\_\_\_\_ ("CARRIER"); collectively, the "Parties" ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

**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.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- 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. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under MAP-21(49 U.S.C. § 13901 et seq.). In addition to the indemnity obligation in Part 1 (H), CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) 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: 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 alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, 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. CARRIER agrees to provide proof of compliance upon request.  
(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.
- G. CARRIER 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. CARRIER 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. Neither Party shall be liable to the other for any claims, actions, or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

1  
Initials \_\_\_\_\_

- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- K. On behalf of shipper, consignee, and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment, which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER'S customer because of CARRIER'S use of non-compliant equipment.

**2. BROKER RESPONSIBILITIES:**

- A. **SHIPMENTS, BILLING & RATES:** BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER'S) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S Load Confirmation Sheet(s) / dispatch sheets 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 or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- 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, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.
- D. **PAYMENT:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER'S charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER'S invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER'S invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 30 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.
- E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and 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 will notify CARRIER 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.
- G. 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 will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. **BILLS OF LADING:** CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 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 and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

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. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (j). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission; and

(ii) 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 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER. and

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub-par C (ii) 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 Subp. (ii) above.

(iv) Except as provided in Par 1.E above, 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.

(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. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

(vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above shall not exceed \$ 100,000.00 unless CARRIER is notified by BROKER or Shipper of the increased value 2 days prior to shipment pick up.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00 minimum. If load value exceeds \$100,000 or more, the limit must be equal to or greater than value of the load; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, 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 avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

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 of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

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 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. **DISPUTES:** In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (2) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award. Arbitration proceedings shall be conducted at a place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Iowa shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. **NO BACK SOLICITATION:**

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 18 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 18 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 25 percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. **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 non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. **MODIFICATION OF AGREEMENT:** This Agreement and Exhibit A et seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

i. Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.

ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

I. **NOTICES:**

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(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.

(iii) 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.

J. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written 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.

K. **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.

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

M. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. **FORCE MAJEURE.** In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. **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, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. 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.

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

BTI Logistics, Inc  
(BROKER)



Authorized Signature

John Dickson

Printed Name

Logistics Manager

Title

4475 NE 3rd St, Des Moines, Iowa 50313

Company Address:

800-580-9903      515-465-1265

Phone                      Fax

btilogistics@btisci.com

E-Mail

(CARRIER)

Authorized Signature

Printed Name

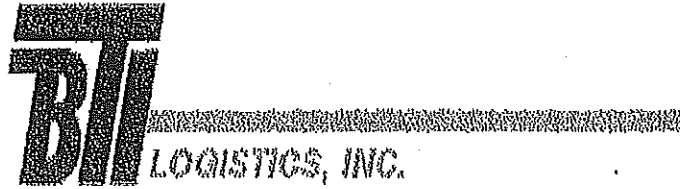
Title

Company Address:

Phone                      Fax

E-Mail





ELECTRONIC LOG COMPLIANCE

BTI Logistics, Inc policy is to work with all of our carriers as they transition through the process of meeting the ELD compliance deadline.

Please complete the following and return with the carrier setup packet

Company name: \_\_\_\_\_

MC# \_\_\_\_\_

DOT# \_\_\_\_\_

Is your motor exempt from the ELD Mandate? (Please circle) YES NO

Manufacturer of device \_\_\_\_\_

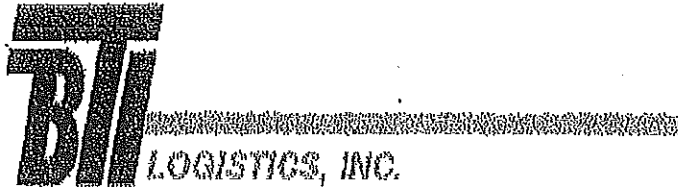
By signing below, Company certifies that it is currently in compliance with the FMCSA's ELD Mandate or will be in compliance no later than December 18, 2017.

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Worker's Compensation Insurance Certification

We attest to BTI Logistics Inc, that we are not required by state or provincial law to maintain Worker's Compensation Insurance and that we comply with all applicable laws pertaining to

Worker's Compensation Insurance,

Does your company carry worker's Compensation? Yes or No

If answer is No, Please fill out the entire document. Please sign & date regardless of answer.

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

US DOT Number: \_\_\_\_\_ MC Number \_\_\_\_\_

Reason Worker's Comp Insurance is NOT required:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

(Signature must be from an owner)

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

 Diamond Broker Program



ITS  
*Financial  
Services*

BTI LOGISTICS, INC.

Is a participating member of the

Truckstop.com Diamond Broker Program

Meeting all performance, credit and bonding requirements

DIAMOND  
BROKER PROGRAM



ITS  
*Financial  
Services*

ACTIVE MEMBER

Valid through September of 2019 - MC 601344

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0047. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Office, Federal Motor Carrier Safety Administration, MC-RRR, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906 Bond Serial No. 2018120143

## FORM BMC-84

Filer FMCSA Account Number: 22010-00

License No(s): MC-601344

KNOW ALL MEN BY THESE PRESENTS, that we, BTI LOGISTICS, INC

(Name of Broker or Freight Forwarder)

of 4475 NE 3<sup>rd</sup> STREET, DES MOINES, IA 50313

(Address)

as PRINCIPAL (hereinafter called Principal), and AMERICAN ALTERNATIVE INSURANCE CORPORATION

(Name of Surety)

a corporation, or Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of DELAWARE (hereinafter called Surety), are held and firmly bound unto the United States of America in the sum of \$75,000.00

(State)

for a broker or freight forwarder, for which payment, well and truly to

(Penalty Amount).

be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13906, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 13th day of SEPTEMBER, 2018, 12:01 a.m., standard time at

the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. This Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages.

arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 18th day of SEPTEMBER, 2010.

PRINCIPAL

BTL LOGISTICS, INC  
COMPANY NAME  
4476 NE 3rd STREET  
STREET ADDRESS  
DES MOINES, IA 50313  
CITY, STATE, ZIP CODE

THOMAS J. TRUSCY  
(Type or print Principal officer's name and title)  
[Signature]  
(Principal officer's signature)  
Teri Netusil  
(Type or print witness's name)  
[Signature]  
(witness's signature)

SURETY

AMERICAN ALTERNATIVE INSURANCE CORPORATION  
(A DELAWARE CORPORATION)  
666 COLLEGE ROAD EAST  
PRINCETON, NJ 08540-6610

Contact Address Requested by Surety:  
ROANOKE INSURANCE GROUP INC.  
Managing General Underwriters for  
AMERICAN ALTERNATIVE INSURANCE CORPORATION  
1475 E. WOODFIELD ROAD, SUITE 600  
SCHAUMBURG, IL 60173  
Phone: 847-969-1420

[Signature]  
Matthew L. Zehner, Attorney-in-Fact.

[Signature]  
Jennifer E. Rome, Witness





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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
May 10, 2007

**LICENSE**

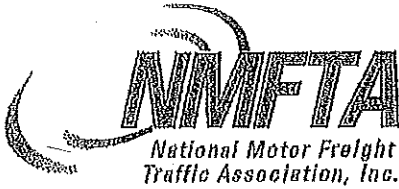
MC-001344-B  
BTI LOGISTICS, INC  
DES MOINES, IA

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 386). 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.

Angel Sebastian, Chief  
Information Systems Division

BPO



June 24, 2016

JOHN DICKSON  
BTI LOGISTICS INC  
4476 NE 3RD STREET  
DES MOINES, IA 50313

**CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL**

The Standard Carrier Alpha Code of **BTIO** has been renewed for:

BTI LOGISTICS INC  
4476 NE 3RD STREET  
DES MOINES, IA 50313  
MC- 801344

This Alpha Code will apply only to the company name shown above through June 30, 2018. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy of this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing  
Bureau of Customs and Border Protection  
8444 Terminal Road, Beauregard (A-105.5)  
Lorton, VA 22079  
AMS.SCAC@DHS.GOV

**NOTICE:** Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BTI LOGISTICS INC**

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) ▶ \_\_\_\_\_

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) \_\_\_\_\_

5 Address (number, street, and apt. or suite no.). See instructions.  
**4475 NE 3RD STREET**

6 City, state, and ZIP code  
**DES MOINES, IOWA 50313**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

**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.

Notor: 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.

Social security number									
or									
Employer identification number									
2	0	-	8	7	3	9	6	3	7

**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 ▶ *Shari Nelson* Date ▶ *1/2/19*

## 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](http://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-G (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.