



Carrier Partner — Set Up Documentation

To our new carrier partner:

Attached is the information needed to start a partner relationship with S&S Logistics.

S&S Logistics Information

S&S Logistics Authority	1 page
S&S Logistics Federal Tax Number (W9)	1 page
Certificate of Insurance	1 page
Credit References	1 page
Surety Bond	1 page
Carrier Profile	1 page

Carrier Requirements

Broker — Carrier Agreement (signed)	4 page attachment
Carrier Profile	1 page attachment
Carrier W-9 Form	1 page attachment
Carrier Authority	Carrier provided
Certificate of Insurance	Carrier provided

It is our intent to create a long term partnership with your company and therefore your feedback is always welcome. Your dedication and responsiveness is the only service we can sell our customers. **Please sign the appropriate documents and return them to us via fax** 701-205-3899; and contact us as needed at 1-800-726-8022.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Seng', written over a white background.

Brian Seng
President



Carrier Profile

Carrier Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____

MC#: _____ DOT#: _____ SCAC: _____

Dispatch Contact Name: _____

Phone: _____ Fax: _____

E-mail: _____

Other Contact Name: _____

Phone: _____ Fax: _____

E-mail: _____

AL	IN	NC	RI
AR	KS	ND	SC
AZ	KY	NE	SD
CA	LA	NH	TN
CO	MA	NJ	TX
CT	MD	NM	UT
DE	ME	NY	VA
FL	MI	NV	VT
GA	MO	OH	WA
ID	MN	OK	WI
IA	MS	OR	WV
IL	MT	PA	WY

Number of Tractor: _____

Number of Trailer Type(s): _____ Reefers
 _____ Vans
 _____ Flatbeds

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) S&S Logistics, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) PO Box 12579	Requester's name and address (optional)
City, state, and ZIP code Grand Forks, ND 58208-2579		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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								

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

Employer identification number								
4	5	-	0	4	4	7	7	5

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. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶ 3-6-13
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PM-25
(Rev. 1/95)

SERVICE DATE
August 05, 1998

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 328569 B

**S & S LOGISTICS, LLC
GRAND FORKS, ND, US**

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

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Applicant shall also render reasonable continuous and adequate service under this authority.

Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division



Financial and Credit References

CREDIT REFERENCES

Thunder Express
7820 Industry Avenue
Pico Rivera., CA 90660
Contact: Lance Nemi
800-909-8077

Bellerud Transport, Inc.
PO Box 9195
Fargo, ND 58106
Contact: Larry Bellerud
701-277-8321

Elliot Transport Systems, Inc.
4101 32nd Avenue South
Moorhead, MN 56561-0366
Contact: Jim Elliot
800-826-6652

Karriers, Inc.
PO Box 12417
Grand Forks, ND 58208-2417
Contact: Wayne Anderson
800-437-4227

Yellow Transportation, Inc.
PO Box 730333
Dallas, TX 75373-0333
800-610-6500

FINANCIAL REFERENCES

Bremer Bank
3100 South Columbia Road
Grand Forks, ND 58208 Mr.
Wayne Zink
701-795-4527

Wallwork Financial
900 35th Street Northwest
PO Box 1819
Fargo, ND 58107-1819
Mr. Don Hawkinson
800-937-3003

MAILING ADDRESS

S&S Logisfics, LLC
PO Box 12579
Grand Forks, ND 58208-2579

HEADQUARTERS

2975 Washington St North
Grand Forks, ND 58203



BROKER - CARRIER CONTRACT

This BROKER – CARRIER CONTRACT (“Agreement”) is made by and between _____, a(n) _____ corporation, with its principal address at _____, (“Carrier”) and S&S Logistics, LLC., a North Dakota corporation, with its principal address at 2975 Washington St N, Grand Forks, ND 58203, (“Broker”).

WITNESSETH:

WHEREAS, CARRIER owns or controls motor vehicles and is willing and able to provide lawful and responsible trucking services as a contract carrier in accordance with the limits and conditions granted by the Interstate Commerce Commission or Department of Transportation under permit number _____ (a copy of which is attached as Appendix A hereto); and

WHEREAS, CARRIER holds a currently valid safety rating of Satisfactory as issued by the Department of Transportation (a copy of which is attached as Appendix B hereto); and

WHEREAS, BROKER is duly authorized to broker freight by License Number MC-328569 (a copy of which is attached as Appendix C hereto); and

WHEREAS, BROKER desires to hire CARRIER to perform contract carrier services for BROKER or for customers of BROKER; and

WHEREAS, both Parties desire that contract carrier services be purchased and rendered in accordance with terms and conditions specified herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and provisions set forth herein, CARRIER and BROKER hereby agree as follows:

1. Term of Agreement: This Agreement shall become effective on the date of its mutual execution and shall remain in effect until terminated. In addition to any other termination rights specified herein, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days written notice.

2. Services: BROKER will utilize CARRIER to fulfill transportation requirements as may be listed in Appendix D or as may be specified on mutually executed written Rate Confirmation Sheets.

3. Minimum Activity: This Agreement is not intended to create any minimum shipment guarantee on the part of BROKER or any minimum capacity guarantee on the part of CARRIER.

4. Rates and Charges: Rates and charges for services hereunder shall be negotiated and shall be confirmed via written agreement in any or all of the following methods:

- a) Appendix D: Schedule of Lanes and Rates (if attached hereto)
- b) Appendix E: Fuel Surcharge (if attached hereto)
- c) Appendix F: Accessorial Rules and Charges (if attached hereto)
- d) Mutually executed written Rate Confirmation Sheets

Once mutually executed, Appendices D, E and F and any Rate Confirmation Sheets shall be incorporated herein.

S&S Logistics Initial:

Carrier Initial: _____

5. Submission of Invoices: CARRIER shall promptly invoice BROKER for services provided hereunder and shall provide appropriate documentation as reasonably requested by BROKER.

6. Payment: BROKER agrees to pay CARRIER within thirty (30) days of receipt of a valid invoice and its supporting documentation. In no event shall BROKER be liable for any late payment fees or collection costs. CARRIER agrees that BROKER shall be solely responsible for payment of freight bills hereunder and that CARRIER shall not contact BROKER's customer regarding payments hereunder without BROKER's prior expressed written consent.

7. No Lien: CARRIER shall have no lien and expressly waives any right to any lien on any cargo hereunder, or on any property of BROKER or BROKER's customers.

8. CARRIER Personnel: CARRIER assumes full responsibility and liability for the personnel, contractors, subcontractors or other agents it utilizes hereunder. This responsibility shall include, but shall not be limited to: compliance with applicable laws and regulations, payroll taxes, social security, unemployment insurance and worker's compensation.

9. Safety Rating: In the event that CARRIER's safety rating becomes Conditional or Unsatisfactory, or in the event that CARRIER has reason to expect its safety rating will become Conditional or Unsatisfactory, CARRIER shall immediately notify BROKER in writing and BROKER, at its sole discretion, may elect to continue or immediately terminate this Agreement.

10. Loss, Damage or Delay of Goods: CARRIER shall be liable to BROKER, or BROKER's customer, for the loss, damage, or delay of goods occurring while in possession of CARRIER. The processing of claims and salvage hereunder shall be in accordance with the U.S. Department of Transportation, Surface Transportation Board provisions contained in 49 USC Part 370.

11. Insurance: CARRIER agrees to maintain, at its sole expense, insurance meeting the requirements of the U.S. Federal Highway Administration and, subject to the limits herein, protecting BROKER and BROKER's customer from claims that may be encountered in the performance of services hereunder. Such insurance will include:

- a) Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence
- b) Commercial Automobile Liability Insurance: with limits of not less than \$1,000,000 per occurrence
- c) Cargo Liability Insurance: with limits of not less than \$100,000 per occurrence
- d) Workers' Compensation and Employer's Liability Insurance: meeting statutory requirements

Within one week of contract signing, CARRIER shall provide BROKER with certificates of insurance **naming BROKER as an additional insured**, confirming CARRIER's coverage and requiring that CARRIER's insurers provide BROKER with at least 30 days written notice of a cancellation or material change in coverage.

12. Indemnification: CARRIER agrees that it will indemnify and hold harmless BROKER, BROKER's customers, the consignors and the consignees from and against all claims, lawsuits, demands, liability, costs and expenses (including attorney's fees and other reasonable costs of defense), caused by, arising from, or connected with CARRIER's performance under this Agreement. The obligations resulting from this Indemnification provision shall survive the termination of this Agreement.

13. Bills of Lading: CARRIER will follow common industry practice to obtain Bills of Lading and Delivery Receipts. To the extent any terms or conditions listed on any Bills of Lading or Delivery Receipts conflict with this Agreement, the terms of this Agreement take precedence.

S&S Logistics Initial: AH

Carrier Initial: _____

14. Mileage Calculation: Unless otherwise specified in a Schedule of Rates attached hereto, or a Rate Confirmation Sheet utilized hereunder, distance and mileage calculations hereunder shall be determined in accordance with the provisions of the most recent version of PC Miler.

15. Relationship Between Parties: This Agreement shall not be deemed to create any relationship of agency, employment, partnership or joint venture between the Parties. The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor.

16. Prohibition of Brokering or Outsourcing: Without prior written approval of BROKER, CARRIER shall not broker, or otherwise outsource its obligations hereunder. Notwithstanding the existence or absence of such prior written approval, in the event that CARRIER elects to broker or otherwise outsource its obligations hereunder, CARRIER shall remain liable for all obligations hereunder to the same extent it would be liable if it performed the obligations directly for BROKER.

17. Non-Solicitation: During the term of this Agreement and for a period of twelve (12) months thereafter, CARRIER agrees that it will not "back-solicit" traffic from any customer, or prospective customer of BROKER where the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or where the traffic was first tendered to CARRIER by BROKER. If CARRIER violates the provisions of this paragraph, CARRIER agrees to pay BROKER a sum equal to ten (10) percent of the line haul freight charges received by CARRIER for each load of "back-solicited" traffic carried for a period of twelve (12) months following the violation.

18. Nondisclosure: Except as may be required by law or as required for the performance of obligations hereunder, neither Party shall disclose the terms of this Agreement to a third Party without the written consent of the other Party. These nondisclosure obligations shall survive the termination of this Agreement.

19. Legal Restraint or Force Majeure: If either Party is prevented from or delayed in performing obligations hereunder by action arising from law, legally binding orders, or regulations of a government entity, or because of war, acts of God, labor and civil disturbances, or any cause beyond the reasonable control of such Party, such Party shall not be liable to the other Party for the damages resulting from the failure or the delay in performing obligations hereunder.

20. Notices: Any notice, request, demand, or other communication required or permitted hereunder shall be deemed sufficiently given if set forth in writing and sent via a nationally recognized overnight courier, or facsimile transmission (if evidence of receipt is obtained), or registered mail, or certified mail with return receipt requested (return postage is to be prepaid). Any such notice, request, demand or communication shall be addressed as follows:

CARRIER: _____

BROKER: S&S Logistics LLC., 2975 Washington St N, Grand Forks, ND 58203. Fax
(701) 746-5665 Attention: Brian Seng

21. Successors and Assignment: This Agreement shall be binding upon and inure to the benefit of each Party's respective successors and assigns. Neither Party may assign this Agreement without the written consent of the other Party.

22. Entire Agreement: This Agreement, the appendices attached hereto and the Rate Confirmation Sheets referenced herein, set forth the entire understanding between the Parties as relating to the subject matter of this Agreement. No CARRIER tariff provisions are applicable to this Agreement. This Agreement supercedes all prior negotiations, agreements, representations, arrangements and understandings, whether oral, written, expressed or implied as relating to the subject matter of this Agreement.

S&S Logistics Initial: AS

Carrier Initial: _____

23. Execution of Agreement and Amendments: Any amendment or modification of the terms of this Agreement must be in writing and signed by each Party. This Agreement and any subsequent amendments may be executed by facsimile.

24. Severability: Any term or provision of this Agreement that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

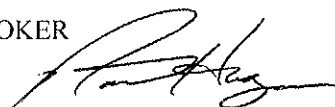
25. Dispute Resolution: In the event of a dispute between the Parties relating to this Agreement, the Parties agree to use the following sequential procedure prior to the pursuit of other available remedies.

- a) A meeting shall be held promptly between the Parties. The meeting will be attended by representatives having decision-making authority and the Parties shall attempt in good faith to negotiate a resolution of the dispute.
- b) If within thirty (30) days of such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties will submit the matter to final and binding arbitration before a single arbitrator under the Commercial Rules of the American Arbitration Association.

26. Governing Law: This Agreement shall be interpreted and governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement.

BROKER

By: 

Print: Nathan Hagen

Title: Broker

Date: 3-6-13

CARRIER

By: _____

Print: _____

Title: _____

Date: _____

Attachments:

Appendix A: Copy of CARRIER Operating Authority (mandatory attachment)

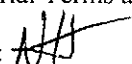
Appendix B: Copy of CARRIER Safety Rating (mandatory attachment)

Appendix C: Copy of CARRIER Insurance Certificate

Appendix D: Schedule of Lanes and Rates (optional attachment)

Appendix E: Fuel Surcharge (optional attachment)

Appendix F: Accessorial Terms and Charges (optional attachment)

S&S Logistics Initial: 

Carrier Initial: _____



Menu



Active/Pending Insurance

US DOT:	N/A	Docket Number:	MC328569					
Legal Name:	S & S LOGISTICS, LLC							
Form	Type	Insurance Carrier	Policy/Surety	Posted Date	Coverage From	Coverage To	Effective Date	Cancellation Date
84	SURETY	THE CINCINNATI CASUALTY COMPANY	B-80 463831	11/18/2002	\$0	\$10,000*	11/23/2002	

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund). The carrier may actually have higher levels of coverage.

[Carrier Details](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Thursday, February 07, 2008 at 16:05:55

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