



Pioneer Freight Systems, Inc
P O Box 756 / 3068 N Upland Rd
Joplin, Mo 64802
Ph 417-782-3525 • Fax 417-782-3433

Valued Carrier,

Thank you for your interest in becoming an approved carrier for Pioneer Freight Systems.

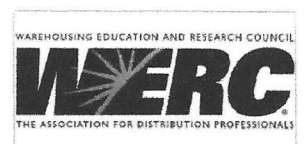
Listed below are the key requirements in order for your company to qualify as an approved carrier. All criteria must be finalized in order for the qualification process to be completed.

To become an Approved carrier you must provide and meet the following requirements:

- 1. Complete the Carrier Profile**
- 2. Provide a copy of your operating authority**
- 3. Submit a completed W-9 form**
- 4. Sign our Motor Carrier Agreement by an authorized person and initial each page**
- 5. Provide a Certificate of Insurance that meets the minimum requirements listed below.**
(Certificates must be submitted by your insurance company or agent.)
 - **\$ 100,000 Cargo policy**
 - **\$ 1,000,000 Auto Liability policy**
- 6. You will be required to meet the following Carrier Compliance Criteria:**
 - **Safety Rating must be satisfactory**
 - **Companies must have Contract or Common Authority**
 - **Financially Stable**

Our Authority, Bond & Other Credentials are available and located in the document downloads section on our web-site. You can fax your info to: **417-782-3433** or email to: [**carriers@pioneerfreight.net**](mailto:carriers@pioneerfreight.net)

THANK YOU



Required

Carrier Profile

IRS Form W-9

Broker / Carrier Agreement

Carrier Authority

(Issued by the US DOT FMCSA)

Certificate of Cargo & Liability Insurance,
listing Pioneer Freight Systems, Inc as the
Certificate Holder and issued by your
insurance company



P O Box 756 • 3068 N Upland Road • Joplin, MO 64802

MC# 166827

Bond# 4012770

Fed ID# 43-1291153

Duns# 131572117

www.pioneerfreight.net

Carrier Profile**GENERAL INFORMATION**

Legal Name _____

Motor
Carrier# _____

dba Name _____

SCAC _____

Address _____

Smarty Way

Certified? _____ Score _____

City _____ State _____

Postal

Code _____

Phone _____ Toll _____ Free _____ Fax _____

REMITTANCE INFORMATION (if Different From Above)

Payee _____

Address _____

Postal

City _____ State _____

Code _____

Phone _____ Toll _____ Free _____ Fax _____

CONTACT INFORMATION

Title	Name	Email Address	Phone	Fax
Officer/Owner				
Fleet Manager				
Dispatch				
After Hours				
A/R - Billing				
Insurance				

DRIVER INFORMATION

How many trucks do you have? _____ Vans _____ Flats _____ Reefers _____

Check Regions you run in: East Coast _____ Southeast _____ Midwest _____ Southwest _____ West Coast _____ Northwest _____

How do you communicate with your drivers? _____ Satellite _____ Radio _____ Cellular _____ Pager _____ Check Call _____

Phone# 417-782-3525

Fax# 417-782-3433

email: carriers@pioneerfreight.net

REQUIRED

**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.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code**7** 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 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 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or**Employer identification number**

		-									
--	--	---	--	--	--	--	--	--	--	--	--

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 on page 3.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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-C (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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Broker – Contract Carrier Agreement

This agreement is between **Pioneer Freight Systems Inc, 3068 N Upland Drive, Joplin, Mo 64802 (Broker)**, a federally licensed transportation broker operating pursuant to **MC-166827** and

(Carrier), a federally licensed motor carrier operating pursuant to **MC#** _____, with offices at :

_____. In consideration of the mutual promises herein contained, and with intent to be legally bound hereby, it is agreed that:

1. **This Agreement** shall be governed by Title 49 of the U.S. Code, CFR and federal common law applicable to interstate transportation of goods. Carriers' tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in Brokers' home State and County. The term of this agreement shall be one year from date of signing and shall continue year to year until written thirty day notice of termination is received.
2. **Carrier** will issue a Bill of Lading in its own name for property received hereunder and shall be liable to the person entitled to recover under the bill of lading for the actual loss or injury to the property as set forth in 49 U.S.C. 14706. Actual loss shall be shipper's invoice price. Failure to issue a bill of lading does not affect the liability of **Carrier**. No shipment shall move subject to released valuation unless such limitation is set forth in writing signed by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document, or a limitation of liability contained in a tariff, service guide or on a website, shall not constitute the specific agreement required. CARRIER'S cargo liability shall begin at the time cargo is loaded upon CARRIER'S equipment and continue until the cargo is delivered to the designated consignee or to any intermediate stop-off party. CARRIER is responsible for the loading and securing of all shipments and has the duty to inspect each shipment. Cargo claims shall be investigated and settled in accordance with 49 C.F.R. 370. Claims must be filed in writing with CARRIER within nine months after delivery. Suit must be instituted against the CARRIER within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part. If CARRIER fails to acknowledge or investigate claims as required under 49 C.F.R. 370, BROKER shall be entitled to offset claims against any and all freight charges owed.
3. **CARRIER** agrees to maintain all-risk cargo liability insurance, at a minimum in the amount of \$100,000, and in specified moves a minimum of \$250,000. CARRIER also agrees to maintain Worker's Compensation insurance as prescribed by the laws of the states in which the transportation services shall be performed; Employer's Liability Insurance, at a minimum in the amount of \$500,000; Auto Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage at a minimum in the amount of \$1,000,000, and in specified moves a minimum of \$2,000,000 and naming BROKER as certificate holder. Carriers' insurance agent will supply BROKER with a Certificate of

(Carrier's Initials)

MAS (Brokers Initials)

Insurance so naming Broker and identifying exclusions, limitations and deductibles including but not limited to geographic, target commodities, theft, unattended vehicles, scheduled vehicles or drivers and requiring the insurance agent to give BROKER thirty (30) days written notice prior to cancellation. Carriers' liability shall not be limited by insurance amounts or coverage.

4. **CARRIER** warrants that it is an independent contractor and exercises exclusive control over its equipment, employees, and the means and methods of carrying out its contractual obligations. CARRIER warrants that it operates in compliance with all Federal and State laws. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time to transport compressed household, municipal or commercial waste, or any other waste material. All drivers shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence for safety to the public and in the protection of shipper's commodities. CARRIER shall maintain a U.S. DOT safety rating of "Satisfactory" or "Continue to Operate" unless CARRIER is unrated. CARRIER agrees to notify BROKER within 24 hours of any change in Carriers' safety rating. The CARRIER is solely responsible for all expenses for operating as a CARRIER, including but not limited to all business, equipment and employee licenses, permits, inspection, maintenance, testing, insurance, compensation and taxes. CARRIER warrants and acknowledges that it possesses full and complete understanding and knowledge of the U.S. DOT's CSA 2010 program (including, but not limited to, driver violations and ranking criteria). CARRIER and any drivers of CARRIER, shall at all times meet CSA 2010 safety standards sufficient to enable CARRIER to (a) operate without US DOT intervention or restriction; (b) obtain and maintain the insurance coverage required by this Agreement; and (c) be and remain competitive with similarly situated carriers with regard to quality of drivers safety and compliance performance measured by the CSA 2010 program. CARRIER further agrees to (i) immediately notify BROKER in writing if CARRIER has been deemed "unfit" or "marginal" in any area of its safety and compliance performance measured by the CSA 2010 program.
5. **Indemnification:** CARRIER agrees to pay, indemnify, defend and hold BROKER and Broker's Customer harmless against any and all loss, damage or delay claims which are in any way caused, contributed to, or exacerbated by the breach of contract, intentional or negligent acts or omissions of CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. CARRIER further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions of CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of CARRIER'S operations hereunder, including but not limited to claims for respondent superior, negligent selection, hiring or supervision of carrier, its employees, agents or subcontractors. CARRIER acknowledges and agrees that where the loss, injury or damage arises from the underlying breach, acts or omissions of CARRIER, as opposed to any active or direct breach, act or omission of BROKER or its customers, Carriers' defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions or allegations against BROKER or its customer. Indemnification shall include attorneys' fees and costs, including fees and costs for enforcement of this agreement.

_____(Carriers Initials)

MAS (Brokers Initials)

6. **BROKER** agrees to pay **CARRIER** at the agreed rate within 30 days of receipt by **BROKER** of **CARRIER'S** invoice, and transportation documents, including the signed clear original bill of lading, proof of delivery or delivery receipt as set forth in the rate confirmation provided to **CARRIER** prior to shipment, regardless of payment from shipper. **CARRIER** authorizes **BROKER** to invoice shipper, receiver, consignor, consignee or Brokers' customer for freight charges as agent for and on behalf of **CARRIER**. Payment of the freight charges to **BROKER** shall relieve shipper, receiver, consignor, consignee or Brokers' customer of any liability to the **CARRIER** for non-payment of charges. Rates, additional terms and shipper specific requirements for transportation service may be established through the rate confirmation document, and shall act as an appendix to this Agreement. The rates, terms and shipper requirements set forth in the rate confirmation shall be deemed to be the agreement of the parties for the referenced shipment, and the confirmation deemed part of this agreement unless **CARRIER** notifies **BROKER** within 24 hours of any disagreement as to rates and shipment specifications.
7. **CARRIER** agrees that it will transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. If **CARRIER** "brokers" a shipment, **CARRIER** forfeits the right to collect freight charges and agrees **BROKER** may pay such charges directly to the underlying carrier. If **BROKER** pays **CARRIER**, **CARRIER** agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless **BROKER** and/or Brokers' customers from any and all freight charges claimed to be owed to the underlying motor carrier. **CARRIER** shall settle all cargo claims that arise in connection with shipments under this Agreement as the receiving carrier under 49 U.S.C. 14706 regardless of whether it takes possession of the freight or was the actual carrier.
8. **BROKER and CARRIER** may agree as to required transit time for each shipment. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the Rate Confirmation, bill of lading or other shipping directives. Nothing in this Agreement shall be construed as requesting or requiring **CARRIER** to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R. 395 and/or applicable State regulations. Where **CARRIER** makes pickup and delivery commitments to **BROKER**, **BROKER** reasonably relies on Carriers' knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary **CARRIER** shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to **BROKER**. Except under Force Majeure circumstances, if **CARRIER** is unable or unwilling to deliver a shipment at the agreed delivery time, **BROKER** shall have the option of arranging for alternate transportation at Carriers' expense.
9. **CARRIER** shall not offer rates directly to or perform service directly for any shipper, consignor, consignee or customer of **BROKER** where (1) the availability of such traffic first became known to **CARRIER** as a result of **BROKER'S** efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of **BROKER** was first tendered to **CARRIER** by **BROKER**. If **CARRIER** breaches this agreement and "back-solicits" **BROKER'S** customer, and/or obtains traffic from such a customer, **BROKER** is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from **CARRIER** of 15% of the transportation revenue received on such traffic, as liquidated damages. Termination of this contract shall not affect the enforceability of the foregoing provisions for a period of fifteen (15) months after termination.

_____ (Carrier Initials)

MAS (Broker Initials)

10. **Neither Party** hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
11. If a dispute arises out of or relates to this Agreement, jurisdiction and venue for suit shall be in the State or Federal court for the State and County in which Broker is located. Any modifications to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. Failure by BROKER to invoke or enforce any or all of the provisions of this Contract shall not constitute a waiver or any or all such provisions, nor shall any assertion or showing of "custom" or "usage" be deemed a waiver of the written terms and conditions contained in the Contract. If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. The persons signing below have actual authority to bind the parties upon whose behalf they sign.

By: _____

By: _____

Print Name: _____

Mark Shank

Title: _____

Title: President

Carrier: _____

Broker: Pioneer Freight Systems, Inc

Date: _____

Date: _____



Worker's Compensation Agreement

HOLD HARMLESS FROM WORKER'S COMPENSATION CLAIMS AGREEMENT (WAIVER OF COVERAGE)

We require proof of Worker's Compensation coverage or a hold harmless agreement to be on file for each of our participating carriers. If you have Worker's Compensation in force please provide us with a current certificate. If you do not carry this type of insurance coverage please read and sign the following statement below.

It is understood that you do not carry Worker's Compensation Insurance Coverage, therefore signing this Waiver of Coverage and agreeing to not hold Pioneer Freight Systems, Inc and all of its affiliates responsible for any work related vehicle accident or product handling related injury to you, your company, or your employee driver(s) while under contract to haul for Pioneer Freight Systems, Inc.

Signature of Authorized Company Representative

Date

Company Name

MC#