



ESTABLISHED 1937

SUBHAULER APPLICATION PACKET

PLEASE SUBMIT THE FOLLOWING DOCUMENTS:
TO BE SET UP PROPERLY AS A SUBHAULER FOR
MITCHELL BROS. TRUCK LINE INC.

- 1) CERTIFICATE OF INSURANCE FOR CARGO AND AUTO LIABILITY WITH MITCHELL BROS. AS CERTIFICATE HOLDER

- 2) COPY OF YOUR AUTHORITY (COMMON, CONTRACT OR LOCAL)

- 3) COMPLETED W-9 FOR US COMPANIES OR COMPLETED, W-8BEN FOR INTERNATIONAL COMPANIES

- 4) COMPLETE SIGNED CONTRACT

- 5) COVER SHEET WHICH INCLUDES CONTACT PHONE NUMBERS, FAX NUMBERS, A CONTACT PERSON, CURRENT ADDRESS AND BILLING ADDRESS IF DIFFERENT

THESE DOCUMENTS CAN BE FAXED TO 360/993-4775
ATTENTION: CLAUDIA OR THEY MAY BE EMAILED TO
CBERLINGEN@MITCHELL-BROS.COM

600 S.E. MARITIME AVE. • #100 BLDG. #3 • VANCOUVER, WASHINGTON 98661
PHONE 360-693-7477 • 800-228-4702 • FAX 360-750-7597

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	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. 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 2.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**Certificate of Foreign Status of Beneficial Owner
 for United States Tax Withholding**

OMB No. 1545-1621

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
 ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary W-8IMY
- Note:** See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization
3 Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation	
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
5 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
6 U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	7 Foreign tax identifying number, if any (optional)
8 Reference number(s) (see instructions)	

Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

- a The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- b If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____% rate of withholding on (specify type of income): _____
 Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- 2 The beneficial owner is not a U.S. person,
- 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
- 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting

MITCHELL BROS. TRUCK LINE, INC.
CONTRACT CARRIAGE AGREEMENT

This Agreement is entered this _____ day of _____, 20____, by and between _____, with offices at _____, hereinafter referred to as "Carrier", and Mitchell Bros. Truck Line, Inc. with offices at 600 S.E. Maritime Avenue, Building 3, Suite 100, Vancouver, WA 98661, hereinafter referred to as "Broker",

RECITALS

WHEREAS, Broker is a licensed property broker holding authority granted by the Interstate Commerce Commission in Docket No. MC-32882 and

WHEREAS, Broker is authorized by its shipper principals ("shippers") to arrange for motor contract carrier service designed to meet their distinct needs and

WHEREAS, Carrier is engaged in providing transportation of property as a contract carriers pursuant to the motor contract carrier authority issued by the ICC in Docket No. _____ and

WHEREAS, Carrier 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 services including, but not limited to: the hiring of properly qualified, trained and licensed drivers; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; owner/operator lease regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; implementation and maintenance of equipment safety regulations; loading and securement of freight regulations; sanitation and temperature requirements for transporting food and other perishable products; transportation of Hazardous Materials, (including the licensing and training of 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; and

WHEREAS, Broker's shippers have a distinct need for contract carrier service not available from common carrier and

WHEREAS, Carrier is ready, willing, and able to provide such services as Broker and its shippers require.

NOW, THEREFORE, in consideration of these mutual covenants contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Services to be Performed.** - This Agreement is a continuing agreement as provided in paragraph 10, below, and contemplates a series of shipments, and Broker agrees to exercise its best efforts to offer Carrier a minimum of three shipments during each year this Agreement remains in effect. Carrier agrees to transport, by motor vehicle, such shipments as Broker's shippers' may require, subject to the availability of suitable equipment. **Carrier shall not, in any manner, sub-contract, broker or tender to any third party for transportation any freight tendered to Carrier by Broker.**

2. **Insurance.** - Carrier agrees to maintain Commercial Automobile or Truckers' Liability covering Bodily Injury and Property Damage Liability with a minimum of \$1,000,000 combined single limit covering all owned and hired vehicles. Broker to be endorsed on policy as an Additional Insured. Carrier agrees to maintain Motor Truck Cargo Legal Liability with a limit of not less than \$100,000 and a deductible not greater than \$2500 covering "All-Risk" perils, including Loading and Unloading which shall have no exclusions or restrictions that would not be accepted pursuant to the insurance requirements of 49 U.S.C. 10927. Broker to be endorsed on policy as an Additional Insured. A certificate of insurance must be provided to Broker verifying the above coverage, including a minimum 10-day notice of cancellation. Certificate of insurance must be on file with Broker prior to any payment for freight movements being made.

3. **Rates and Charges.** - Carrier will be compensated for services performed under this agreement in accordance with the rates set forth in Appendix "A" attached hereto. This compensation schedule may be amended from time-to-time, in writing by mutual agreement of the Parties. Each shipment handled pursuant to this Agreement shall be confirmed by a Load Confirmation Sheet which form is substantially set forth in Appendix "A" attached hereto. Said Load Confirmation Sheet shall establish the rate and shall detail the origin, destination, pickup time, and other specialized service requirements, if any, known to Broker. If Broker's principals make specialized service requirement arrangements direct with Carrier's representatives, Carrier shall add such specialized service requirements and arrangements by notation on the Load Confirmation Sheet.

4. **Documentation.** - Carrier shall issue a Uniform Straight Bill of Lading or other document acceptable to Broker for each shipment tendered to it.

5. **Payment.** - Carrier agrees to invoice Broker as the exclusive agent of its shipper for all freight moving pursuant to this Agreement. Broker shall submit its invoice including freight charges to its shipper. Carrier shall submit its invoice along with all necessary documents to Broker, and Broker shall remit freight charges to Carrier thirty (30) days after receipt by Broker, pursuant to the requirements of 49 C.F.R. 1045. Documents required by Broker

to insure prompt payment include: Carrier's invoice, a signed copy of the Broker Load Confirmation Sheet, Original Bill of Lading and Proof of Delivery.

6. Loss, Damage or Delay. - Carrier shall be liable to Broker's shipper or Broker as the agent or assignee of a claim of Broker's shipper (or in its own right as to any cost or loss suffered by Broker), for loss, damage or delay of a shipment transported by Carrier under the terms of this Agreement. Carrier's liability shall begin at the time the shipment is loaded onto Carrier's equipment and shall continue until the shipment is delivered to the designated consignee. Carrier's liability shall be for the full destination value of the shipment. Carrier shall not be liable for consequential or special damages so long as Carrier uses reasonable dispatch in providing service unless (1) Carrier fails to comply with written notification of special service requirements appearing on the Load Confirmation Sheet or Bill of Lading at time of pickup, (2) Carrier fails to comply with special service requirements communicated to Carrier by shipper, or (3) a court rules that the limitation on consequential or special damages is unenforceable for any reason, in whole or in part.

7. Claims. - All claims for loss, damage or delay shall be processed by Carrier in accordance with the provisions of 49 C.F.R. 1005. Upon the request of either Party, loss, damage or delay claims may be submitted to binding arbitration before a transportation arbitration board whose decision shall be final. All other claims, including claims for breach of any provision of this Agreement, shall be filed and litigated in Clark County (Washington) Superior Court or, at the request of either party, shall be arbitrated before an arbitrator who is a Washington attorney and mutually agreeable to the Parties or, in the absence of such agreement, before an arbitrator qualified as a Washington attorney and on the arbitrator list of the Arbitration Service of Portland or other arbitration service.

8. Non-Solicitation. - Carrier recognizes Broker as the exclusive agent for its principal for the solicitation of traffic where (i) the availability of such traffic first became known to Carrier as the result of Broker's efforts or (ii) where the traffic of the shipper was first tendered to Carrier by the Broker. If the Carrier breaches this Agreement by handling any traffic for any of Broker's shippers without compliance with all the provisions of this Agreement, Broker is entitled to recover from Carrier a fifteen percent (15%) commission on all freight charges of Carrier to any such shipper for all traffic of such shipper handled by Carrier for the duration of this Agreement and for twelve (12) months following termination of this Agreement. Carrier shall supply, upon request of Broker, copies of any documents relating to Carrier's dealings with any shipper under this Agreement. This paragraph shall survive the termination or expiration of this Agreement.

9. Indemnification. - Except for claims based on the sole acts or omissions of Broker or its agents, Carrier shall indemnify Broker for any expenses, losses or damages suffered by Broker due to claims against Broker and arising out of or connected with Carrier's acts or omissions under this Agreement.

10. Duration. - This Agreement shall be in effect for one year from date of signing and shall automatically continue for additional one year periods unless either Party gives the other Party written notice of nonrenewal at least thirty (30) days prior to the expiration of the current term.

11. Miscellaneous. - This Agreement shall be governed by, and construed in accordance with, the laws (excluding choice of law provisions) of the state of Washington, and any dispute shall be arbitrated (if elected under paragraph 7, above) or tried in Clark County, Washington.

12. Attorneys' Fees. - The prevailing party in any dispute shall be entitled to recover all arbitration or court costs and expenses, all other reasonable and necessary expenses with respect to such dispute, and reasonable attorneys' fees at any arbitration, trial or appeal.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives on this date, written above.

MITCHELL BROS. TRUCK LINE, INC.

600 S.E. MARITIME AVENUE

BUILDING 3, SUITE 100

VANCOUVER, WA 98661

BY: _____

TITLE: CORPORATE SECRETARY

BY: _____

TITLE: _____

MITCHELL BROS. TRUCK LINE, INC.
CONTRACT CARRIAGE AGREEMENT - APPENDIX B
EARLY PAY

*****OPTIONAL*****

This Appendix B is entered this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Carrier", and Mitchell Bros. Truck Line, Inc. hereinafter referred to as "Broker",

This Appendix B is to the original Contract Carriage Agreement signed between Broker and Carrier.

Either party may terminate this Appendix B at any time with written notice.

This Appendix B states that freight bills along with all necessary paperwork received from Carrier by Monday of each week will be paid by Broker on Thursday, unless research is needed to clear the bills. In consideration of this early payment, Broker and Carrier do hereby agree to a discount of three percent (3%) from the contracted or agreed rate for early payment.

MITCHELL BROS. TRUCK LINE, INC.

600 S.E. MARITIME AVENUE

BUILDING 3, SUITE 100

VANCOUVER, WA 98661

BY: _____

TITLE: CORPORATE SECRETARY

BY: _____

TITLE: _____