

1559 300th Street New Liberty, IA 52765 Phone: 563 554 3458

E-mail: acwtransportllc@gmail.com Web: http://acwtransportllc.com

## **ACW** Transport LLC Dispatch Application

Please fill out the following application as accurately and fully as you can. This information is required to dispatch your driver and thus, to do our job.

Compan	y informatic	on									
MC#		DOT#			EIN # or SS #		Company N	ame			
Cell #		Phone #			Name of	іу					
E-mail					Company	Address					
City		State	е	Zip Code		Physical Address					
City			State	Zi	p Code						
If you will	be having som	eone else doing	this paperwork	other than you	(owner) please list t	he names and phone	numbers of the	person(s) with	the author	ity to do so.	
Name:			Phone		E-	mail					
Whose na	me will be sigr	ing on the Broke	er Packets? (Thi	s should be the	owner or authorize	d person):					
Name				Signatu	·e·						
				Oigriata	o						
Driver Info	ormation:										
Driver Name			Dri	ver Cell		Driver E ma	il				
Driver Name			Dri	ver Cell		Driver E Ma	il				
If more that	an one driver, p	lease copy this p	page and use fo	r other driver in	fo.						
				Your	Truck and Traile	er Information Pag	je				
		per if required. P		drivers' truck ar	d trailer information	in the following fields	that match tha	t driver. Please	be accurat	te, guessing	ı can cau
Trailer Inf	·	, our roud planne									
Driver Name			Date of	Birth		CDL#		•	CDL State		
Exp. Date			Are you registe	red with DOT D	MV for apportioned	plates: Yes	No	Trailer #			
Year		Туре	of Trailer:	Hotshot 53' Step Deck	53' Dry Van 53' Reefer	48' Flatbed Power Only		latbed	48' Step I	Deck	
Length		Length of trailer	after ramps		Trailer have a do	vetail? Yes	No	Removal	Ramps	Yes	No
Width of tr	ailer from Rail	to Rail:		A	re the tires above o	r below the trailer bed	d Above	Below			
Air Ride	Yes	No	Does the tra	iler have Dually	Tire Axles by (1,2.3	3)	Does the traile	r have Single T	ire Axles b	y (1,2.3 4)	
# Axles		Rated for(lbs)		How man	y inches off the gro	und to bed of trailer (i	nches)	Do ` Car	You have a d?	TWIC	Yes No
What ELD do you use	(Electronic Lo e?	gging Device)									
Truck Info	o										
Year		Make			Model		Tow	ing Capacity (It	os)		
# Truck		Choose One	Diesel	Gas	Registered W	eight (what's on your	cab card)				
Registered	d states to hau	in; or put "All 48	)":								

Please attach a certified scale/empty weight ticket of your truck and trailer together please.

## What equipment each truck/trailer has, size and quantities.

Please make sure you have all the Tarps, chains, binders, and Straps need to do the Job. MUST HAVE:

• TARPS - 6' or 7' drop lumber tarps to cover the whole trailer

• 10- Chains

• 10- Binders

- 20- 4" straps
- 20-2" straps

## Please enter how many & the sizes of each listed below and anything else that may not be listed.

Chains	Chains Ratchet Binder				Tarp:				Size of Tarp's			Straps			
Winch	Yes No Pull Capacity:					Dunr	nage (spare	wood	, 4x4, 2x4	, etc.					
Ramps, if eq	uipped, rati	ng:		Do you	u have ar	on board w	eight device	:	Yes	No	)				
If truck is a S	Semi, do you	u have the follow	wing? if flath	ed, do you	ı have pip	oe states:	Yes	No			Do you have coil	ls?	Yes	No	
If you do not	have tarp's	or any of the a	bove listed items	for your tra	ailer,	are you willi	ng to get the	em:	Yes	1	No		How soon ou get them		
			*WE HIGH	ILY RECO	MMENT	TARPS, CH	AINES, RAI	MPS,	STRAPS,	AND	DUNNAGE*				
What date is	the driver r	eady to head o	ut with a load?	(Please	allow us	a min of 3-4	business d	ays to	set up)						
City and Star	te for your fi	irst pickup:	City			State		Hov	v did you	hear	of us				
						Fac	toring								
Do you curre	ently have a	factoring comp	any?	Yes	N0	If y	es, with wh	0:							
If not are you	u willing to u	user a factory co	ompany?	Yes	No		If yes, can	i have	e a factorir	ng co	ompany contact y	you:	Yes	No	
					[	Oriver Info	rmation S	heet							
Check ir Commu  O I  O Y  You are (You ma  No yellir may aris Please I miles au If you ar	n daily by phinication is of fyour falling four falling four are not fruck or trail on a 34 houake no moning at ANYO se. Life is structure for the first structure for the first four forms of the first four four fall for first four four fall for first four four fall for first four four fall four fall for first four fall first four fall fall four fall fall four fall fall fall fall fall fall fall fal	crucial, please leg behind feeling well ler is in the sho ur reset or need ey just sitting th NE. It is unproferessful for you a rith your load put worth jeopard U MUST BE CA	text, whether on et us know p d one please allow nere!) essional and rude as well as us, plea	us a minir . If you hav use be prof half-truths hip betwee FOR CAL	mum of 2 ve a prob essional will only r en you an IFORNIA	0 hours on o lem with son at all times make it hard d a broker! OR YOU W	lock to mak nething, plea Abuse will n er to plan yo ILL BE PEN	ase ca ot be t ou. (Ex	almly explatolerated.  cample, do	ain th	e situation and w	ve will st	trive to resc	as we can make it. olve any problems th ts 3pm and your 40	nat
_	nas been gi	ven a copy of	the above rules	and agree	S to folio	w these rul	es.								
Date _			Signature:												

### INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into as of the day of , 20 , between ACW Transport LLC ("the company")

and ("the Contractor").

- 1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. The Independent Contractor agrees to not hire any other dispatch companies/dispatchers while using ACW Transport LLC as their dispatcher. If you want to use another dispatcher you must end the contract with ACW Transport LLC. \_\_\_\_\_\_(Initial)
- 2. <u>Duties. Term. and Compensation.</u> The contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.
- 3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spend by Consultant in traveling to and from Company facilities shall not be reimbursable.
- 4. Reports. The Company may request that all owner operators & or drivers keep the Company updated at all times with pickup and delivery ETA, drive time left, where the drivers currently are, and any other information the company may need to book loads for the contractor.
- 5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Contractor. The company hold no rights to this.
- 6. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] relationship to the Company and of the services hereunder.
- 7. Conflicts of Interest: Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.
- 8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.
- 9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
- 10. Termination. The Company or Contractor may terminate this Agreement at any time by verbal or written notice to the Company. This is a day by day contract and can be canceled in writing or over the phone at any time by both parties. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.
- 13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- 14. Choice of Law. The laws of the state of lowa shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- 15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Arizona in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- 16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- 18. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

personally, notice sha	all be deemed constructi	vely made at the time of so	uch personal service. If such notic	the prepaid, return receipt requested. If the communication is the communication is the communication of the communication of the communication is the communication is the communication of the communication is communication.	given by mail, such notice shall
If to the Contractor:	Name				
	Address				
	City		State	Zip	
If to the Company:	Name: ACW Transpor Street: 1559 300th St City: New Liberty, Sta	reet			
Any party hereto may	y change its address for	purposes of this paragraph	n by written notice given in the ma	anner provided above.	
20. Modification or	Amendment. No amend	lment, change or modificat	ion of this Agreement shall be val	id unless in writing signed by the parti	es hereto.
		•	nstitute the entire understanding a ed in their entirety and are of no f	and agreement of the parties, and any urther force and effect.	and all prior agreements,
	ty of Provisions. If any in full force and effect.	provision of this Agreemen	t, or any portion thereof, is held to	be invalid and unenforceable, then the	e remainder of this Agreement shall
23. Duties,Term and	d Compensation. Pleas	se see Schedule A below.			
			nains, binders, and Straps need to 0- Chains • 10- Binders • 20		Initial Here
IN WITNESS WHER effective as if original	•	ave executed this Agreeme	nt as of the day and year first writ	tten above. The parties hereto agree the	nat facsimile signatures shall be as
				Date	
ACW Transport Sign	nature		Contractors Signature		
		ı	Schedule A Duties, Term and Compensa	ation	
and to any other part	•	ansport LLC in connection	-	He or she] will report directly to Andreses under this Agreement and shall fulfi	
Agreement may only		by mutual agreement, unle		e upon completion of the Contractor's n of and in accordance with this Agree	
each driver dispatche non reasonable rea compensation shall b pay is deposited by the	ed, taking 8% for service isons, the Contractor is be payable within 7 days	s rendered. Any loads that still responsible for the of receipt of Contractor's values service fee of 8% hel	at are canceled by the Contractor dispatch fee. This does not inclu- veekly invoice for services render	ny shall pay the Contractor at the rate of or/Company Driver at the last minut ide factoring, which is at the discretion red supported by reasonable documen osits from factoring companys will be to	e, once at the shipper, or for other of the Contractor. Such tation, unless factored, at which rate,
Date:	Cor	ntractor Signature:			
		1	Broker Packets and Rate Sh	neets	
I hear by give ACW T Termination of servic		n sign rate sheets and brol	ker packets on behalf of the Contr	ractor until such notice is given in writin	ng to ACW Transport LLC of
Date	Compa	ny Name		Contractor Signature:	

19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to

## Check List of things to send to ACW Transport LLC:

Copy of Insurance Certificate (with phone, fax, e-mail) Must have cargo & auto liability 100,000 & 1,000,000

Copy of w-9 (one has been provided) If your company is a sole prop. or DBA you need to use your SS number. If you are LLC or INC. then use your EIN# registered for your company.

Copy of Apportioned Registration Cab Card / STATES YOU ARE REGISTRED FOR \*please send this form

Copy of CDL of driver

Does driver have:

Copy of CDL/License of Owner

Copy of your FMSCA (MC# Authority). All names with insurance, w9, and authority must match

Copy of Factoring NOA NOTICE OF ASSIGNMENT

Send a copy or scale ticket of empty weight with fuel, truck, and trailer together

Computer in Yes No Printer in Yes No Cellphone to send and the Truck the Truck receive texts and e-mails

Have driver install CAM Scanner on his cell phone to take a picture of any paperwork that auto transfers to a pdf. and e-mail to ACW Transport LLC

Who will be doing the invoicing to the factoring companies/brokers ACW Transport LLC owner

When all the above information has been sent to ACW Transport LLC and the factoring setup we can get you out on the road.

Yes

No

## **Employee Authorization**

Please I	ist all individuals having the authority to make and or rec	ceive funding instructions	s on behalf of		(factoring company).			
We requ	ire those individuals to sign below their name and also a	a copy of a valid picture	ID.					
Name:	ACW Transport LLC - Christine Mason Weets	Name						
Phone:	<u>563 554 3458</u>	Phone:						
Fax:	None	Fax:						
E-mail:	acwtransportllc@gmail.com	E-mail						
Title:	Dispatcher	Title:						
Date		Owners Signature:						
Title		Printed Name						
	Automatic Payment Authorization							
I		Owner of			("Carrier"). herby			
Authorize		("Factor") to ded	uct 8% from each inv	voice purchased by Factor. Carrier agrees the	se funds will be placed in			
an escro	ow account by Factor to be disbursed weekly to ACW Tra	ansport LLC ("Dispatche	r") as payment for d	lispatching services provided by ACW Transpor	t LLC.			
This agr	reement may be cancelled at any time via written notice	to all parties.						
Dispatch	ner: ACW Transport LLC							
Signatui	re:							
Date:								
	some reason the factoring cannot hold funds from you t		to send payments of	directly to ACW Transport LLC 1559 300th Stre	eet New Liberty IA 52765			
Carrier	John Gason and Tactoring Carnot note that a series you	, о а ало тооролю	to coma paymento c	anosay to the first manaport == 0, tool cookin cut	701, 11011 212011, 111021001			
MC #								
Date								
Signatu	re:							
Factoring Company Information								
Name	of factoring Company							
Contrac	t Representative							
Address	•							
City		State	Zip					

Phone #

Please send all documents to: ACW Transport LLC Cell: 563-639-8016

E-mail

E-mail: acwtransportllc@gmail.com

## **UPDATED INSURANCE CERTIFICATE REQUEST. RUSH PLEASE**

Date of	
Please send a Certificate of Insurance for your Customer	(name of your company)
nsurance Name, Phone, E-mail:	
ATTENTION: Insurance Agent	
Please send a signed insurance certificate with the following .Please list ALL vehicles covered .List exclusions if any .Must have cargo and auto liability	
Please list ACW Transport LLC as certificate holder.	

ACW Transport LLC 1559 300th Street New Liberty, IA 52765 563-639-8016

Email: acwtransportllc@gmail.com

FROM YOUR INSURED

Please put in my records of insurance that I give ACW Transport LLC (& any reps of) may contact insurance company to request CERT HOLDERS nothing else.

(This page to be sent to your insurance company for them to send to us the requested.)

## **Authorization for Credit Card Use**

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.
All information will remain confidential

Name on Card:				
Billing Address:				
Credit Card Type:	Visa _	Mastercard _	Discover _	AmEx
Credit Card Number:				
Expiration Date:				
Card Identification Numl	oer: (I	last 3 digits located on the	back of the credit	card)
Amount to Charge: \$ _w	/eekly Invoice Amount	t_ (USD)		
Select one of the following	ng below:			
I authorize ACW Transport LLC the credit card provided with the issuing bank car to be charged? MON	l herein each dholder agre	week. I agree to pa ement. What day o	ay for this purch	hase in accordance
I will call the balanc	e in each we	eek by Thursday		
I will be sending a c	heck in the m	nail		
Cardholder – Please Sigr	and Date			
Signature:				
Date:				
Print Name:				

Return the completed and signed form to the following:

ACW Transport LLC, 1559 300<sup>th</sup> St, New Liberty, IA 52765. Email: acwtransportllc@gmail.com



# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	i Name (as snown on your income tax return). Name is required on this line; do not leave this line blank.												
<b>e. ns</b> on page 3.	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 following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):											
	single-member LLC	Exempt payee code (if any)											
t Ş	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners												
Print or type. Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification of the single-member own LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the own another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)											
_ iji	Other (see instructions)	er.	(Applies to accounts maintained outside the U.S.)										
Spe		Requester's name a	e and address (optional)										
See		,											
S	6 City, state, and ZIP code												
	7 List account number(s) here (optional)												
Par	Taxpayer Identification Number (TIN)												
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		urity number										
	up withholding. For individuals, this is generally your social security number (SSN). However, fo ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	r a											
entitie	es, it is your employer identification number (EIN). If you do not have a number, see How to get	a	J <sup>-</sup> LLL										
TIN, la	ater.	or											
	If the account is in more than one name, see the instructions for line 1. Also see What Name a	nd Employer	er identification number										
Numb	per To Give the Requester for guidelines on whose number to enter.		-										
Par	t II Certification												
	r penalties of perjury, I certify that:												
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting for a	number to be iss	ued to me); and										
Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or longer subject to backup withholding; and												
3. I ar	n a U.S. citizen or other U.S. person (defined below); and												
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.											
Certif you ha	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave failed to report all interest and dividends on your tax return. For real estate transactions, item 2 o	u are currently subj does not apply. Fo	ect to backup withholdin r mortgage interest paid,	g because									

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 Signature of U.S. person ▶

General Instructions
Section references are to the Internal Revenue Code unless otherwise

**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.

## 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)

Date ▶

- 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, later.