

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.

Company	Information								
MC #		DOT #	E	IN # or SS #		Company Nar	ne		
Cell #		Phone #		Name of Owner of	of the Company				
E-mail				Company Address	6				
City		State	Zip Code	Physi	cal Address				
City		Sta	ate Zip	Code					
lf you will be	e having someone els	se doing this pape	rwork other than you (o	wner) please list the name	es and phone n	umbers of the p	erson(s) with the auth	ority to do so	
Name:		Phon	e	E-mail					
Whose nam	ne will be signing on t	he Broker Packets	s? (This should be the c	owner or authorized perso	n):				
Name			Signature	:					
Driver Info	rmation:								
Driver Name			Driver Cell		Driver E mail				
Driver Name			Driver Cell		Driver E Mail				
	and hamper your loa			ruck and Trailer Infor	-		lriver. Please be accur	rate, guessinį	g can cause
Driver Name		D	ate of Birth	CDL #			CDL Stat	9	
Exp. [Date		Are you r	egistered with DOT DM	V for apportioned plates:	Yes	No	Trailer #		
Year		Type of Traile	r: Hotshot 53' Step Deck	53' Dry Van 53' Reefer	48' Flatbed Power Only	53' Flat	bed 48' Step	o Deck	
Length	Length	of trailer after ram	ips	Trailer have a dovetail?	Yes	No	Removal Ramps	Yes	No
Width of tra	iler from Rail to Rail:		Are	e the tires above or below	the trailer bed	Above	Below		
Air Ride	Yes No	Does	the trailer have Dually	Fire Axles by (1,2.3)	C	Does the trailer h	nave Single Tire Axles	by (1,2.3 4)	
# Axles	Rated for	or(lbs)	How many	inches off the ground to b	ed of trailer (ind	ches)	Do You have Card?	a TWIC	Yes No
What ELD (do you use'	(Electronic Logging D ?	evice)							
Truck Info									
Year	Make			Model		Towing	g Capacity (lbs)		

Truck Choose One Diesel Gas Registered Weight (what's on your cab card)

Registered states to haul 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
- ٠ 20- 4" straps 20-2" straps •

		Please	enter how ma	ny & the	sizes of eac	ch liste	d below a	and a	nything e	else that may not	t be lis	ted.	
Chains		Ratchet	Binder		Tarp):		S	Size of Tarp	's		Straps	5
Winch	Yes	No	Pull Capacity:			Dunna	age (spare	wood,	4x4, 2x4, e	etc.			
Ramps, if eq	uipped, ratir	ng:		Do you	u have an on b	board we	ight device	9	Yes	No			
If truck is a S	emi, do you	have the follow	wing? if flatb	bed, do you	ı have pipe sta	ates:	Yes	No		Do you have coils	s?	Yes	No
lf you do not	have tarp's	or any of the a	bove listed items	for your tra	iller, are y	ou willin	g to get the	em:	Yes	No		How soon u get them	
			WE HIGH	ILY RECO	MMENT TAR	PS, CHA	INES, RAI	MPS, S	STRAPS, A	ND DUNNAGE			
What date is	the driver re	eady to head o	ut with a load?	(Please	allow us a mi	n of 3-4 l	ousiness da	ays to	set up)				
City and Stat	e for your fi	rst pickup:	City		State)		How	r did you h	ear of us			
						Fact	oring						
Do you curre	ntly have a	factoring comp	any?	Yes	N0	lf y	es, with wh	10:					
If not are you	ı willing to u	ser a factory co	ompany?	Yes	No		lf yes, can	i have	a factoring	g company contact y	ou:	Yes	No

Driver Information Sheet

What needs to be done by each driver, each day:

• Check in daily by phone, e-mail, or text, whether on a load or not, by 9am central time.

- Communication is crucial, please let us know
 - o If your falling behind
 - o You are not feeling well
 - o Truck or trailer is in the shop
- You are on a 34 hour reset or need one please allow us a minimum of 20 hours on clock to make sure all loads are taken care of, and your sit is a short as we can make it. (You make no money just sitting there!)
- No yelling at ANYONE. It is unprofessional and rude. If you have a problem with something, please calmly explain the situation and we will strive to resolve any problems that may arise. Life is stressful for you as well as us, please be professional at all times. Abuse will not be tolerated.
- Please be honest with your load planners! Lies and half-truths will only make it harder to plan you. (Example, don't say you can pick up a load by 5pm, its 3pm and your 400 miles away!) It's not worth jeopardizing the relationship between you and a broker! • If you are refer, YOU MUST BE CARB COMPLAINT FOR CALIFORNIA OR YOU WILL BE PENALIZED BY CA.

The driver has been given a copy of the above rules and agrees to follow these rules.

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. Duties. Term. and Compensation. 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 all such files, records, documents, specifications, 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] retention as an independent contractor or other terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [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 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 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.

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 another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:	Name		
	Address		
	City	State	Zip

If to the Company: Name: ACW Transport LLC Street: 1559 300th Street City: New Liberty, State: IA Zip: 52765

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22. Un-enforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

23. Duties, Term and Compensation. Please see Schedule A below.

24. Equipment Needed: Please make sure you have all the Tarp's, chains, binders, and Straps need to do the Job.

TARPS - 6' or 7' drop lumber tarp's to cover the whole trailer • 10- Chains • 10- Binders • 20-4" straps • 20-2" straps _____

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

ACW Transport Signature

Contractors Signature

Schedule A Duties, Term and Compensation

Duties: The Contractor will transport loads to shipper per the instruction on the rate sheet. [He or she] will report directly to Andrew Weets, or Christine Mason-Weets and to any other party designated by ACW Transport LLC in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

Term: This engagement shall commence upon execution of this Agreement and shall continue in full force upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. This is a day by day contract and can be terminated by verbal or written notice by either party.

Compensation: As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the rate of 92% of 100% of the dollars earned each driver dispatched, taking 8% for services rendered. Any loads that are canceled by the Contractor/Company Driver at the last minute, once at the shipper, or for other non reasonable reasons, the Contractor is still responsible for the dispatch fee. This does not include factoring, which is at the discretion of the Contractor. Such compensation shall be payable within 7 days of receipt of Contractor's weekly invoice for services rendered supported by reasonable documentation, unless factored, at which rate, pay is deposited by the factoring company, minus service fee of 8% held for ACW Transport LLC. All deposits from factoring companys will be the responsibility of said factoring company, not ACW Transport LLC, unless factoring wasn't done.

Date

Contractor Signature:

Broker Packets and Rate Sheets

I hear by give ACW Transport LLC permission sign rate sheets and broker packets on behalf of the Contractor until such notice is given in writing to ACW Transport LLC of Termination of services.

Date

Company Name

Contractor Signature: ____

Date

Initial Here

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

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

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

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

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

owner

	Employee Auth	orization	
Please list all individuals having the authority to make and or re	ceive funding instructions on	behalf of	(factoring company).
We require those individuals to sign below their name and also	a copy of a valid picture ID.		
Name: ACW Transport LLC - Christine Mason Weets	Name		
Phone: 563 554 3458	Phone:		
Fax: <u>None</u>	Fax:		
E-mail: acwtransportllc@gmail.com	E-mail		
Title: <u>Dispatcher</u>	Title:		
Date	-		
Title	Printed Name		
	Automatic Payment	Authorization	
I	Owner of		("Carrier"). herby
Authorize	("Factor") to deduct 8%	from each invoice purchased by Factor. Carrier agrees t	hese funds will be placed in
an escrow account by Factor to be disbursed weekly to ACW The	ransport LLC ("Dispatcher") as	payment for dispatching services provided by ACW Transp	port LLC.
This agreement may be cancelled at any time via written notice	to all parties.		
Dispatcher: ACW Transport LLC			
Signature:			
Date:			
****If for some reason the factoring cannot hold funds from you		nd navments directly to ACW Transport LLC 1559 300th S	Street New Liberty IA 52765
Carrier			
MC #			
Date			
Signature:			
	Factoring Company	y Information	
Name of factoring Company			
Contract Representative			
Address			
City	State Zip		
E-mail	Phone #		

Please send all documents to: ACW Transport LLC Cell: 563-639-8016 E-mail: acwtransportllc@gmail.com

UPDATED INSURANCE CERTIFICATE REQUEST. RUSH PLEASE

Date of

Please send a Certificate of Insurance for your Customer

Insurance 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: acwtransportIIc@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.)

(name of your company)

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

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	
on page 3.	 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only of following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust 	ne of the 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): st/estate
e.	single-member LLC	Exempt payee code (if any)
ty b	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	
rint or type. Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member another LLC that is not disregarded from the owner for U.S. federal tax purposes.	ne LLC is code (if any)
P Specific	is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
ec	Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Request	er's name and address (optional)
57	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	Social security number - -				
<i>TIN,</i> later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and</i>	Or Employer identification number				
Number To Give the Requester 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. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign	Signature of
Here	U.S. person ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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-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.

[•] Form 1099-INT (interest earned or paid)

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 Num	ber: (last 3 digits located on the back of the credit card)
Amount to Charge: \$ _	Veekly Invoice Amount (USD)
Select one of the followi	ng below:
I authorizeA	<u>CW Transport LLC</u> to automatically charge the amour

I authorize <u>ACW Transport LLC</u> to automatically charge the amount listed above to the credit card provided herein each week. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement. What day of the week do you want your card to be charged? MON__TUE__WED__THUR__

I will call the balance in each week by Thursday

I will be sending a check in the mail

Factoring company will send payment

Cardholder - Please Sign and Date

Signature:

Date:

Print Name:

Return the completed and signed form to the following:

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