

## MOTOR CARRIER TRANSPORTATION AGREEMENT

This agreement is between Rowe Logistics, Inc. with office located at 229 Windsor Drive, Mt. Sterling, KY 40353; MC# 523693-B (hereinafter referred to as "BROKER") and \_\_\_\_\_ located at \_\_\_\_\_ in \_\_\_\_\_; MC# \_\_\_\_\_ (hereinafter referred to as "MOTOR CARRIER"). This agreement beginning and effective this \_\_\_\_\_ day of \_\_\_\_\_ in 20\_\_\_\_.

- (1) BROKER agrees to offer for shipment and MOTOR CARRIER agrees to transport by motor vehicle from and to such points between which service may require, such quantities of authorized commodities as BROKER may require, subject to availability of suitable equipment. MOTOR CARRIER agrees that they will not "broker" or "co-broker" any freight tendered pursuant to the agreement.
- (2) MOTOR CARRIER agrees to submit to BROKER a certificate of insurance covering public liability insurance in an amount not less than \$1,000,000.00 (one million dollars) and MOTOR CARRIER cargo insurance coverage no less than \$300,000.00 (three hundred thousand dollars). Workman Compensation Insurance shall be provided in name of MOTOR CARRIER. Such certificate of insurance covering public liability and cargo insurance shall require the insurance carrier to give BROKER written notice no less than thirty (30) days prior to the cancellation of such insurance covered by the appropriate certificate.
- (3) MOTOR CARRIER shall issue certificate of insurance showing following as **additional insured**:  
Rowe Logistics, Inc.  
229 Windsor Drive  
Mt. Sterling, KY 40353
- (4) MOTOR CARRIER will supply BROKER with a copy of Carrier's Interstate Commerce Commission Authority Certificate.
- (5) MOTOR CARRIER will supply BROKER with a completed IRS Form W-9.
- (6) MOTOR CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fee's, arising out of or in any way related to the performance or breach of this agreement by the MOTOR CARRIER, its employees or independent contractors working for MOTOR CARRIER.
- (7) MOTOR CARRIER shall indicate on delivery receipt any damages or loss to any cargo transported by MOTOR CARRIER. MOTOR CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or the Customer for any freight loss, damage, or delay claim.
- (8) Rates and charges for traffic moved under agreement shall be as agreed to between the parties at time service is rendered.
- (9) BROKER will pay MOTOR CARRIER within thirty (30) days of receipt **only if** the following requirements are completed:
  - (A) Completed inspection sheet with the following must be faxed to BROKER **within 24 hours of delivery**:
    - (1) origin
    - (2) destination
    - (3) model year
    - (4) make
    - (5) model
    - (6) last 8 digits of VIN (vehicle identification number)
    - (7) condition of each unit, signed at point of origin and also at point of destination

- (B) If inspection sheet has not been received within required 24 hours of delivery, BROKER will pay MOTOR CARRIER when BROKER receives payment from Customer IF inspection sheet is received within 30 days of date of delivery on dispatch sheet. If inspection is required on mobile app, all units must be completed at pickup and delivery on said mobile app to receive payment, otherwise there will be no payment issued for units if MOBILE APP is required!
- (C) If MOTOR CARRIER fails to complete the above items unit section 9, carrier will NOT be paid on shipment due to BROKER not being able to received payment from their customer.

(10) MOTOR CARRIER will charge and BROKER will pay for transportation services performed under this agreement the rates and charges shown on a separate rate confirmation sheet to be agreed upon before each shipment made under this contract.

(11) All Customer invoices will be completed by BROKER. No C.O.D or com checks

(12) MOTOR CARRIER will not solicit traffic from any shipper, consignor, consignee, or customer of BROKER where (1) the availability of such traffic first became known to MOTOR CARRIER as a result of BROKER'S efforts or (2) the traffic of the shipper, consignor, consignee, or customer of BROKER was first tendered to MOTOR CARRIER by BROKER.

(13) MOTOR CARRIER shall be responsible for any vehicles that are no picked up that are identified on the "dispatch" confirmation. The price that MOTOR CARRIER agrees to pick up and deliver each load is for all vehicles identified on the "dispatch" confirmation.

(14) MOTOR CARRIER agrees that time is of the essence with respect to both pick up and deliver of product. MOTOR CARRIER shall ensure that loads tendered by BROKER to MOTOR CARRIER pursuant to this agreement are picked up and delivered in accordance with requirements.

(15) This agreement shall become effective upon the date hereof and shall continue in effect until terminated by either party thirty (30) days prior written notice of termination by either party to other party.

BROKER and MOTOR CARRIER have executed this agreement as of the day, month, and year hereinabove written.

BROKER

MOTOR CARRIER

Rowe Logistics Inc

Company: \_\_\_\_\_

Signature: Maurus Rowe

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTN: All Carriers

**You, the carrier, are responsible for the following:**

- A) **Loading correct units:** You must match VIN # of unit to Rowe Logistics, Inc dispatch. IF the VIN # doesn't match stop and call. Vendors have been known to give u the correct paperwork but the WRONG vehicle.
  
- B) **Any incorrect unit that is moved:** You, the carrier, are responsible for moving the incorrect unit and the correct unit back at YOUR expense.
  
- C) **Vehicle Inspection:** You are responsible to do a complete inspection of the unit. You are to inspect and document all items on the gate pass and the BOL's. Inspection requires you to inspect under the front and rear bumpers, air foils, side rocker panels, roofs of the vehicles and the body of the vehicle. As much as possible look for frame tears, this is a requirement with auctions and with all CarMax Stores.
  
- D) **CarMax Store to CarMax Store Moves:** You will always get a CarMax BOL (golden sheet) that is given to you by CarMax. If there is a unit(s) that is **HAND-WRITTEN** on this BOL, you are to contact Rowe Logistics, Inc immediately at 859-499-3614 to tell them which one is hand-written.

**Carrier Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Paperwork Requirements

\*Carriers are responsible for having their own BOL/inspection sheet

\*CARMAX to CARMAX loads require you providing us with a copy of the CARMAX BOL that you will receive from them it is usually a golden copy. Signatures are required on origination and destination in order for payment to be processed. This CARMAX BOL is required in order to process invoices for CARMAX and to pay you, the carrier!

\*Drivetime loads you are required to use the MOBILE APP in order to get paid on any of Drivetime loads! If this app is not USED properly you are at risk of NOT getting paid for the units because they require the app to be used as we require it. An electronic BOL is automatically sent to us when the units are signed and delivered on the app.

\*After any loads are delivered please email your paperwork into the invoicing department at Rowe Logistics, Inc. Please include your BOL and a CARMAX BOL if required. Email for paperwork is [invoicing@rowelogistics.net](mailto:invoicing@rowelogistics.net) (IF SCANNING/EMAIL isn't available, Fax your paperwork to 859-499-4230)

## Example of a CarMax BOL for Store to store moves

## PAYMENT TERMS

\*Terms are 15-20 BUSINESS DAYS from the time we receive your signed BOL and all paperwork requirements above are met

\*We issue checks ONLY

\*Any questions regarding payments please email [accounting@rowelogistics.net](mailto:accounting@rowelogistics.net) or call 859-499-3614 OPTION # 3

Company Name: \_\_\_\_\_

Company Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 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 <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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)	

<b>Part I Taxpayer Identification Number (TIN)</b>													
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 <i>How to get a TIN</i> on page 3.													
<b>Social security number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>												
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<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> 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.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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](http://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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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.