

One Horn Transportation

576 Valley Rd, #234
Wayne, NJ 07470
Tel: (973) 333-4922
Fax: (973) 595-7720

Attention:

From: Cheryl Biron

Date:

I would like to take this time to thank you for your interest in becoming a qualified carrier for One Horn Transportation Inc. To complete your file please fax us the following information.

1. Copy of Operating Authority.
2. Completed W—9 Form.
3. Completed Carrier Profile Form.
4. Signed Contract.
5. Certificate of Insurance, naming One Horn Transportation Inc. as a certificate holder. We need to receive an Original Certificate from your insurance carrier.

Your anticipated cooperation is appreciated and it will expedite prompt payment to your company. If you have any questions or require any other information please feel free to contact us at any time.

Thank You,

Office Administration
One Horn Transportation



CONTRACT CARRIER / BROKER AGREEMENT

This agreement made this _____ by and between _____ hereinafter referred to as Carrier and One Horn Transportation Inc hereinafter referred to as Broker.

WHEREAS, Carrier is duly authorized by the Federal Highway Administration to engage in operations in interstate and foreign commerce as a Contract Carrier, by motor vehicle, over irregular routes, in License Number _____ desires to participate in the transportation of such freight as tendered to the Carrier by the Broker, and

Broker is a duly licensed Motor Carrier Broker, licensed to arrange for the transportation of property by License Number MC527347 (a copy of which license is attached hereto and made part hereof), and controls the transportation of the commodities to be tendered to the Carrier, do therefore agree as follows:

1. Broker agrees to offer shipment and Carrier agrees to transport by motor vehicle from and to such points between which service may be required such quantities of authorized commodities as the Broker may require, subject to the availability of suitable equipment.
2. Broker agrees to tender to Carrier for shipment a multiple quantity of loads per year for each year this Agreement remains in effect.
3. Such transportation to be accomplished in accordance with the rates and charges and other provisions as agreed to on a shipment-by-shipment basis and confirmed in writing by both Broker and Carrier.
4. Carrier authorizes Freight Broker to invoice Shipper, Receiver, Consignor, or Consignee for the freight charges as agent for and on behalf of Carrier. Payment of the freight charges to the Freight Broker shall relieve Shipper, Receiver, Consignor, or Consignee of any liability to the Carrier for non-payment of charges.
5. Carrier shall maintain public liability, property damage, and cargo insurance at all times, with at least the minimum coverage of \$100,000.00 cargo insurance and \$ 750,000.00 combined single limit liability, and property damage insurance per incident on each vehicle. Carrier will provide Broker with a certificate of insurance reflecting the required coverage and naming the Broker as an additional insured. Carrier understands that insurance limitations in no way limit carrier's overall liability.
6. Cargo shall be picked up at the point of origin and delivered to the point of destination and the delivery shall be made by the Carrier as specified in the bill of lading or other shipping documents, which shall be picked up with the cargo transported and shall be completed upon delivery at point of destination to reflect the fact of delivery. Carrier shall provide a completed bill of lading to Broker accompanying the freight bill. Each bill of lading and freight bill shall contain the Reference Number assigned to each shipment by Broker at the time of dispatch. Any paperwork not sent to Broker within a (1) month period of delivery will no longer be considered for payment. Proof of delivery must be sent within 72 hours of delivery or 2% penalty may be incurred. Carrier settlements will be made by Broker in about 30 days if paperwork is received in less than 10 working days from delivery. All other pay net 45 from the point when Broker receives original paperwork.
7. In cases where carrier needs to use equipment provided by One Horn, Carrier shall assume full replacement liability for equipment, or all repair and temporary leasing of replacement equipment. Carrier needs to provide Broker with proof of trailer interchange insurance. Insurance imitation, or lack of proper coverage in no way limits liability of Carrier.
8. All of the rules as to filing of claims and settling of claims, and all the requirements as to public liability and property damage insurance and cargo insurance that pertain to the Carrier as a Contract Carrier, shall be equally applicable to the Carrier on shipments under this Agreement.

One Horn Transportation

9. Carrier shall be liable for loss and damage to any property transported under this Agreement. Such liability shall begin at the time the cargo is loaded upon the Carrier's equipment at the point of origin and continue until said cargo is delivered to the designated consignee at destination or to any intermediate stop-off party. Carrier shall promptly handle and attempt, in good faith, to resolve any claims for which claims are submitted either by Broker or directly by proper claimant for loss and damage to any cargo which is transported by Carrier.

10. It is understood and agreed that Carrier and its employees, sub-haulers, lease drivers and the like are not employees of Broker. Carrier will provide adequate Workers Compensation Insurance for its employees in accordance with statutory limits and will have its insurance company maintain the required coverage on file with the Broker at all times. Said certificate shall name Broker as certificate holder. Failure by carrier to maintain statutory coverage, in no cases relieves carrier from responsibility towards its employees. Carrier shall indemnify broker directly from any claims made against broker or broker's insurance carriers.

11. Carrier agrees to defend Broker, Broker's corporate affiliates and their respective officers and employees, in any and all actions, suits, claims, cross claims, counter claims, arbitrations and all other proceedings from the time the Carrier first receives notice of such actions. Formal tender of defense by Broker or Broker's affiliates is not required. If Carrier fails to fulfill this obligation, Carrier shall be liable to Broker for any and all reasonable attorney fees and costs incurred in enforcing this Agreement.

12. Carrier shall not subcontract or assign any portion of their duties to transport shipments contemplated by this contract.

13. Carrier shall file a copy of his ICC permits with Broker and keep such filings current. Carrier specifically warrants that its ICC Authority is sufficient to allow Carrier to transport all shipments from Broker to its destination.

14. In the event Carrier fails to render service satisfactory to Broker and or its customers, Broker reserves the right to hire other truckers necessary to assure prompt and efficient service to its customers. Nothing contained herein shall limit the Broker's right to hire additional carriers from time to time as it see fit at its sole discretion. If Broker is required to hire replacement carrier for completing a load contracted with Carrier, Carrier shall indemnify Broker for any and all cost overruns.

15. Carrier agrees it will support and protect Broker's efforts under this contract by refraining from soliciting any customers or shippers of Broker during the term of this contract and for (2) years thereafter.

16. This contract may be terminated by either party by giving the other (30) days written notice of the date of termination. Rights of the parties accrued during the term hereof, shall not be affected by any termination hereof. Any notices given pursuant to this contract shall be deemed to have been received by the other party by the mailing thereof, by Certified Mail, address to such party at their principal business address.

17. This contract shall remain in effect until cancelled by either party from the date hereto and set forth. Either Party has the right to end this Agreement and cancel or terminate this contract at any time by a (30) day notice previously stipulated herein.

Accepted and Agreed BROKER

One Horn Transportation, Inc.

576 Valley Rd, #234

Wayne, NJ 07470

By: _____

Signature: _____

Title: _____

Date: _____

ACCEPTED AND AGREED CARRIER

By: _____

Signature: _____

Title: _____

Date: _____



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REQUEST TO BE LISTED AS CERTIFICATE HOLDER

I, _____ of _____ do hereby authorize One Horn Transportation Inc to be named as a Certificate Holder on my Certificate of Insurance for notification purposes and proof of insurance coverage only.

One Horn Transportation requires written notice should the following mentioned policy be cancelled, or altered in any way throughout the policy year.

INSURANCE AGENCY:

TELEPHONE NUMBER:

FAX NUMBER

EMAIL ADDRESS:

Please include General Liability, Cargo and Workers' Comp policies on the Certificate.

It is acknowledged and agreed by the above insured party that naming One Horn Transportation Inc, as the Certificate Holder, that this imposes no obligation or liability of any kind upon One Horn Transportation Inc, it's agencies or representatives.

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CARRIER PROFILE

CARRIER NAME:

ICC-MC NUMBER: _____ FEO 10 NUMBER: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

CONTACT NAMES:

NUMBER OF POWER UNITS: _____

COMPANY OWNED: _____ OWNER OPERATORS: _____

TRAILERS (X) BELOW:

FLATS

() 53 X 102

() 48 X 102

() 48X 104

() DROP DECKS:

() Double Drops

OTHER:

MAJOR TRAFFIC LANES:

FROM: _____ TO:

FROM: _____ TO:

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 (as shown on your income tax return)	
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. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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 4.)

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 obtain 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.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,