



*We would like to take this moment to thank you for your interest in working with Tomex Logistics. At Tomex we specialize in creating partnerships between carriers and shippers that only strengthen our businesses.*

*We protect your interests and understand that without our carrier partners we wouldn't be able to complete the logistics process for our shippers. This means you are a very important part of this relationship.*

*Tomex aims to provide you with profitable freight and one of the fastest pay systems available. We know that you need money to keep rolling, so Tomex offers a FREE QUICKPAY system. You've invested the time, work and fuel upfront and now YOU DESERVE THE MONEY as fast as possible.*

*We're always on the lookout for good carriers and will strive to keep building and maintaining profitable partnerships for us all. Thank you in advance for choosing Tomex Logistics for your hauling needs and we look forward to doing business with you.*

*Respectfully,  
Rick Leniek, MS*

## Please return the following

1. Contact Sheet – page 5 completed
2. Continuing Contract – pages 6-8 initialed, completed and signed
3. Your W-9
4. Your Authority
5. Your Insurance Certificate with Tomex added as holder: Tomex Logistics, Inc.  
316 Highway 6 and 50, Suite A  
Fruita, CO 81521  
fax 800-951-0587



Here is just a few of our carrier partners and creditors. Please feel free to ask them about our DTP (days to pay) and overall experience with Tomex Logistics. You'll see that our focus is to keep you rolling with confidence. Thank you for your inquiry into our company and we hope to do business with you soon.

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**RTS Financial: factor**

ph 800-860-7926  
fax 913-492-1998

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**Steelhead Finance: factor**

fax 541-773-3407  
attn: Credit Department

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**US Freightways**

ph 847-239-5820  
fax 847-228-7090

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**Landstar Ranger**

ph 310-804-9769  
fax 818-646-0618  
Red

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**Cobalt Transport**

ph 714-530-7750  
fax 714-867-1349  
Paul

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**Tomex Transport**

ph 321-795-1538  
fax 321-631-7751  
Nancy

*We care about you  
and your business.*



Tomex Transport is the original family trucking business that started it all. Our logistics operation formed three years later for the purpose of establishing and maintaining carrier partnerships for hauling our excess freight. As a brokerage, *we understand and support what it takes to be a successful carrier: CASH FLOW & RESPECT.*



A broker's license is first precaution to ensure carrier payment. *How does it work?* A \$10,000 trust is required to keep active license. The broker (trustor) hires a financial institution (trustee) to manage this fund. If the broker doesn't pay, the carrier simply contacts trustee to file claim and collect up to \$10,000 on the freight bill.

This is why you should [only deal with a licensed broker](#). For added protection, we recommend you call the trustee *before* contracting to ask if any recent claims have been filed. This gives an indication of your broker's financial stability and credit worthiness.

The Original Bill of Lading is the carrier's last *legal* way to collect. If the trust runs empty, you invoice shipper directly. The holder of the original BOL document has lawful, enforceable right to those freight charges. This is why carriers should [never surrender the original BOL](#) and only provide a copy on request.

Please feel free to contact our trustee. You can rest assured knowing that [not a single claim has ever been filed against our trust fund](#). *Tomex Logistics, Inc.* proudly pays every carrier partner quickly as promised.

<b>Trustee:</b>	Transport Financial Services, Inc.	<b>Administrator:</b>	Thomas Guthrie
<b>Address:</b>	7139 North Ninth Ave Pensacola, FL 32504	<b>Phone:</b>	877-249-8578
		<b>Fax:</b>	850-607-6159



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
September 13, 2010

**LICENSE**  
**MC-723046-B**  
TOMEX LOGISTICS, INC  
COCOA, FL

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief  
Information Technology Operations Division



Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)  
**Tomex Logistics, Inc.**

Business name, if different from above

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**316 Hwy 6 and 50 Ste A**

City, state, and ZIP code  
**Fruita, CO 81521**

List account number(s) here (optional)

Requester's name and address (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	
<b>27</b>	<b>3037862</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 ▶ 05/09/12

### General Instructions

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

### 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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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,



## Company Legal Profile

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

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

MC#: \_\_\_\_\_

USDOT#: \_\_\_\_\_

FEIN#: \_\_\_\_\_

## Pay To Information check if same

Pay To Name: \_\_\_\_\_

Pay To Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Document Preference:    email    or    fax

## Dispatch Information check if same

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Document Preference:    email    or    fax

Is dispatch solely authorized to contract and extend credit?  
YES    or    NO

## Equipment Information

# of Power Units: \_\_\_\_\_

# of Vans: \_\_\_\_\_

# of Reefers: \_\_\_\_\_

# of Flatbeds: \_\_\_\_\_

# Other: \_\_\_\_\_

Zone Preference (optional, please circle one or more):

Z0 – CT, MA, ME, NH, NJ, RI, VT

Z1 – DE, NY, PA

Z2 – MD, NC, SC, VA, WV, DC

Z3 – AL, FL, GA, MS, TN

Z4 – IN, KY, MI, OH

Z5 – IA, MN, MT, ND, SD, WI

Z6 – IL, KS, MO, NE

Z7 – AR, LA, OK, TX

Z8 – AZ, CO, ID, NV, NM, UT, WY

Z9 – CA, OR, WA, AK



## Executed between Motor Carrier and Shipper through Broker

I, \_\_\_\_\_, am an authorized representative of Motor Carrier (MC) with authority to execute this document and extend credit through Tomex Logistics, Inc (Broker) to Shipper. Any Article which I do not have sole permission and authority to execute will be forwarded to the appropriate party within my company for approval prior to completion. Subsequent to this Continuing Contract (Agreement), Broker will provide an Addendum Contract (Rate Confirmation) as part of a series of shipments under this Continuing Contract. Rate Confirmations will specify pricing, instructions and payment terms for each booking. In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### 1. Standard Operations

- a. MC is an independent contractor in possession of and responsible for cargo tendered by consignor for transport. MC agrees to perform the services under this Agreement in accordance with the highest standards of the industry, operating under its own authority, using its own employees and using its own tractor unit.
- b. MC shall transport shipments without delay and immediately notify Broker of any likelihood of delay.
- c. MC shall provide Driver's name, cell phone#, truck# and trailer# for each tendered shipment. Broker may perform periodic check-calls directly to driver on behalf of Shipper.
- d. Driver must provide pickup number to receive freight. PU# is located on the Rate Confirmation.
- e. MC is responsible for ensuring that the proper blocking, bracing and strapping is in place to allow safe and damage-free delivery of freight.
- f. MC will receive a Bill of Lading (BOL) at pickup and is responsible for obtaining three signatures:
  - I. Consignor Signature to confirm loading
  - II. MC Signature to confirm receipt of goods
  - III. Consignee Signature to confirm delivery
- g. MC invoice may be submitted by mail, fax or email and must include validated Rate Confirmation and signed BOL.
- h. All invoice documents must be received by Broker before release of final payment to MC.

### 2. Right to Subcontract – Except as provided in this section, MC shall not broker or tender to any third party for transportation any freight tendered to MC by Broker pursuant to this contract. MC may subcontract the services that MC has agreed to perform only if:

- a. MC provides written notice of such subcontracting.
- b. Broker acknowledges in writing that the subcontracting may occur.
- c. MC remains liable for full and faithful performance of all obligations contained in this Agreement and Rate Confirmations as if no such subcontracting has taken place.
- d. Any incongruity between MC and subcontracted carrier shall in no way modify, limit or terminate the terms and conditions set forth in this Agreement and subsequent Rate Confirmations.
- e. Subcontracted carrier shall be additionally insured under MC or carry his own policy with MC added as certificate holder. MC must provide evidence of subcontracted carrier's insurance status.

### 3. Back Solicitation – MC shall not during the term of this agreement and for 12 months following the termination of this agreement, directly or indirectly solicit the traffic of freight between the origins and destinations that were initially offered to MC by Broker. MC agrees that Broker is entitled to 25% of all freight charges received on such traffic.

### 4. Modification – No waiver, alteration or modification of any provisions of this Agreement or subsequent Rate Confirmations shall be binding upon either party unless in writing signed by the duly authorized representative of the party against whom such modification is sought to be enforced. MC agrees that MC's rules, tariffs, circulars or other publications are not incorporated into this Agreement or any other tender documents.

### 5. Detention Fees – Up to 4 hours per stop is allowed before assessment of detention fees may begin. To qualify for payment, all of the following three items must be completed:

- a. MC must report the delay to Broker within two hours from the start of the pickup or delivery appointment.
- b. MC must call with the departure time at the end of the delay.
- c. In and out times must be documented on the BOL.

### 6. Recoupment of Enforcement Costs – In the event that either party incurs attorney's fees, costs or expenses in enforcing any of the provisions of this Contract, or in exercising any right or remedy arising out of any breach of this Contract by the other party or their agents, subcontractors or representatives, the prevailing party shall be entitled to an award of attorney's fees, costs and expenses against the defaulting party.

X

Initial



- 7. Savings Clause** – If any provision of this Agreement or Rate Confirmation is held to be invalid, the remainder of the Agreement or Rate Confirmation shall remain in full force and effect with the offensive term or condition stricken to the extent necessary to comply with any conflict in law. MC agrees that the specified termination, breach or invalidity does not cause MC's rules, tariffs, circulars or other publications to govern the services that MC provides to Shipper through Broker.
- 8. Insurance** – MC shall provide Broker an insurance certificate naming Broker as certificate holder, evidencing all insurance requirements for lawful transport of the specified commodity with limits not less than \$1,000,000 auto liability and \$100,000 cargo liability.
- 9. Cargo Liability**
- MC assumes liability for loss, damage, destruction or abandonment of the goods entrusted to it or its subcontractor's care, custody or control and shall provide evidence of BMC-32 Endorsement upon request.
  - MC shall not allow tendered goods to be sold or disposed of in any secondary market without prior written consent.
  - MC agrees to pay or settle all cargo claims within 60 days of the receipt of a claim.
  - MC agrees to notify Broker immediately in writing when an accident or potential claim occurs and provide Broker with any written reports, affidavits or other assistance necessary to assess the claim.
- 10. Indemnification** – The obligations of MC under this Article shall survive termination of this Agreement. MC agrees to indemnify, defend and hold harmless Broker, Consignor, Consignee and their employees from any and all fines, penalties, liabilities, losses, claims, damages and expenses of any type arising out of or related to:
- Any act or omission by MC or its subcontractors.
  - Performance or breach of this Agreement by MC or its subcontractors.
  - Any use of any equipment operated by MC or its subcontractors.
- 11. Force Majeure** – No Party shall be liable to another for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood or other natural disaster, war, embargo, riot, civil disobedience or the intervention of any government authority or any other cause outside of the reasonable control of the Shipper, Broker or MC provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further that such Party provide reasonable notice to the others of such inability to perform.
- 12. Insolvency** – In the event of insolvency proceedings by or against MC, the Broker, Shipper or appointed agent may immediately enter upon any owned or leased property of MC where any cargo, goods or Shipper owned or leased equipment may be found and take possession of such items without notice or liability to MC.

Pay To contact must approve articles #13-16

- 13. Factoring** – MC shall provide Broker written notice of any assignment, factoring or other transfer of right to receive payment arising under this Contract thirty (30) days prior taking legal effect. MC shall have only one assignment, factor or transfer legally effective at any point in time. MC shall indemnify and hold Broker harmless from any and all lawsuits, claims, actions, damages or expenses arising or imposed in connection with the assignment or transfer of any account or right arising thereunder. MC releases and waives right, claim or action against Broker for amount due under this Contract where MC has not complied with the requirements of this article.
- 14. Limitation of Payee Rights** – Any assignment, factoring or other transfer of a security interest in MC's right to payment shall in no event modify, limit, terminate or offset any claims or rights provided to Broker and Shipper under this Agreement or by law. All of Broker's and Shipper's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's or creditor's rights or claims to payment regardless of any notice to Broker or Shipper to the contrary. MC shall notify any such factor, secured creditor or assignee of Broker's and Shipper's rights in this regard.
- 15. Payment, Offset and Recoupment** – Payment to MC by Broker shall be complete and final without recourse. Broker may deduct from payment any amount MC is indebted to Broker or Shipper, including but not limited to reasons such as freight loss, damage, delay and/or detention claims on related or unrelated loads. In the event Broker pays MC and MC fails to pay any applicable subcontractor, Broker may at its option and sole discretion pay such subcontractor and offset the amount owed to MC by Broker. Failure to comply with any DOT or FMCSA policy, law, regulation or any breach of any element of this Agreement or Rate Confirmation, howsoever minor, may result in non-payment of freight charges and/or offset and recoupment claims. MC agrees that the aforementioned constitutes reasonable liquidated damages for compromising Broker's reputation with Shipper and all involved parties. MC agrees that if Broker or Shipper pays any bills on behalf of MC, payment of said amounts will be due Broker. MC will pay all amounts in full upon request and/or Broker may offset, withhold, recover or recoup any amounts payable to MC. This includes any advances for service not yet provided by MC, repairs, fees, permits and any other outstanding balances on MC's account.
- 16. Pay Options & Terms** - Invoice by mail, fax or email and must include signed Rate Confirmation, signed BOL and scale tickets when applicable. MC agrees that under no circumstance is full payment due until after all invoice documents have been received by Broker.

X \_\_\_\_\_

Initial



- a. **No Fee QuickPay** – Standard payment method. Check is mailed within 1 business day of receipt of invoice and supporting documents. Notwithstanding, broker retains the right to pay within up to 30 days of receipt without recourse.
- b. **Express QuickPay** – pay by wire or comchek within 1 day of receipt of invoice and supporting documents. Cost is \$35 plus 2%.
- c. **Cash Advance** – 50% paid after loaded by wire or comchek. \$35 plus 4% of first half. Remaining balance paid by No Fee QP.
- d. **Express Cash Advance** – Cash Advance on the first half with Express QP on the second half.

MC will select Payment Option on the Rate Confirmation, then sign and return PRIOR to dispatch. Example:

		<u>after loaded</u>	<u>upon invoice</u>	<u>total payout</u>	
[ ] <b>No Fee QuickPay</b>	<b>EXAMPLE</b>	\$0.00	\$1,000.00	\$1,000.00	same day mailed check
[ ] <b>Express QuickPay</b>		\$0.00	\$945.00	\$945.00	full wire or comchek
[ ] <b>Cash Advance</b>		\$445.00	\$500.00	\$945.00	50% wire w/ 50% mailed check
[ ] <b>Cash Advance w/ Express QuickPay</b>		\$445.00	\$455.00	\$900.00	50% wire w/ 50% wire

**17. Lien Waiver** – MC on behalf of itself and its agents or subcontractors, hereby waives and agrees not to assert or make any claim arising out of any lien which MC would otherwise be allowed to assert upon any cargo or goods tendered by Broker to MC, its agents or subcontractors. MC understands that the delivery of freight is separate and distinct from all other matters and agrees not to withhold delivery of any freight due to any dispute with Broker, Consignor or Consignee.

**18. Hostage Loads** – For purposes of this Agreement, a *hostage load* is defined as the MC refusing to immediately release Shipper’s freight upon demand or otherwise exerting unauthorized control over freight, refusal to deliver a load at the scheduled time and place of delivery, refusing to provide Broker with information on the location of Shipper’s freight or failure to release or produce such freight. MC agrees that the police and MC’s insurance carrier will be immediately notified at the first indication of a hostage load situation. In the event that MC or subcontracted carrier of MC holds freight hostage, MC agrees to pay Broker \$5,000.00 for each day that freight is detained. MC agrees that this amount constitutes reasonable liquidated damages for compromising Broker’s reputation with Shipper and involved parties. In addition, MC agrees to pay Shipper reasonable liquidated damages for resultant lost sales, wages, profits, cancelled contracts, missed production deadlines and tarnished reputation with vendors and involved parties resulting from MC’s or subcontracted carrier’s hostage of freight.

**19. Truck & Driver** – New Carrier Partners must provide truck & driver info to receive first Rate Confirmation:

Driver Name: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ text capable: Yes or No

Truck #: \_\_\_\_\_

Trailer #: \_\_\_\_\_

Is this a subcontracted carrier? Yes or No

If yes, broker must initial here for approval: \_\_\_\_\_

In witness whereof, the undersigned individuals have executed this Agreement as of the effective date and by doing so, represent and warrant that they have been or are specifically authorized to do so on behalf of the organization they represent.

Broker: Tomex Logistics, Inc. \_\_\_\_\_

Carrier: \_\_\_\_\_

Print Name: Rick Leniek \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature:  03/01/2012 \_\_\_\_\_

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

**X** \_\_\_\_\_  
Initial

