



Freight Management Team Inc.

PO BOX 460, Avon OH 44011 P 216 862 0187 F: 216 862 0368

Fax Cover Sheet

To:

Fax Number:

Phone Number:

RE: Freight Management Team Inc Carrier Information

From:

Pages:

Date:

CC:

Urgent X For Review Please Comment X Please Reply Please Recycle

***Comments**

Please review and complete the attached packet. Feel free to let us know if you have any questions, comments, or concerns.

Freight Management Team Inc.

PO BOX 460, Avon OH 44011 P 216 862 0187 F: 216 862 0368

Thanks for choosing Freight Management Team, Inc.

Please take the time to:

1. Please complete all of the attached forms. We will not accept any edits or changes to our contract.
2. Along with the completed forms, please attach a copy of your contract authority, a copy of your DOT carrier safety rating, and a current W-9.
3. Have your insurance company fax or make arrangements to send us a copy of your cargo insurance certificate.
4. We will NOT dispatch your truck until we have all of the above paperwork, or unless other arrangements have been made with our operations team.

PLEASE FAX ALL INFORMATION TO 216 862 0368 ATTENTION: CARRIER RELATIONS

Freight Management Team, Inc. – Company Information

Credit Information

Federal ID # 46-0576921

BROKER MC 793115 SUB O B

Bank Information

JPMorgan Chase Bank, N.A.

29656 Detroit Rd

Westlake, OH 44145

Contact: Michele Garcia

Phone: 440 892 1500

Bond Holder

1st Security Financial Corporation

Contact: Nora Ashcraft

Phone: 614 834 8141

Credit References

Global Freight Management

Contact: Ramona

Phone: 440.748.0625

Fax: 440.748.0628

DS Express

Contact: Igor

Phone: 419.433.6200

Fax: 419.433.6029

Cleveland Express Trucking

Contact: Rita

Phone: 216.348.1007

Fax: 216.348.0999

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Carrier Profile Sheet

General Carrier Information

Carrier Name: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Billing Address (if different from above): _____

City: _____ State: _____ Zip Code: _____

800 Phone Number: _____ Local Phone Number: _____

Fax Number: _____

Contact Information

Owner / President: _____

Dispatch/Operations Supervisor: _____ Title: _____

Extension: _____ Cell Phone Number (Optional): _____

Email: _____

Dispatch Contacts

Name: _____ Phone Number: _____ Extension: _____

Name: _____ Phone Number: _____ Extension: _____

Name: _____ Phone Number: _____ Extension: _____

Available Equipment

Equipment Type: _____ Available Sizes: _____ # of Units Available: _____

Number of Drivers Licensed for Hazmat: _____ Federal ID Number: _____

MC Number: _____ DOT Number: _____

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INFORMATION REQUIRED FOR TAX PURPOSES

Name: _____

Address: _____

Employee Identification Number/

Social Security Number: _____

PLEASE CHECK APPROPRIATE BOX Individual/Sole Proprietor

Corporation

Partnership

Other _____

I certify the above information to be correct and am not subject to backup withholding.

Signature: _____ Date: _____

*** Please complete this form and send with W-9**

Freight Management Team, Inc.

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Reducing Exposure to Claims

Your company has accepted a load tender from Freight Management Team, Inc. Please help us in minimizing unnecessary freight claims. Please read and acknowledge this agreement.

By accepting and picking up a load for us, you hereby agree to the following:

1. Your driver is responsible for the count and condition of the load for which he/she signs. If for any reason there is a question regarding count or condition at the time of loading, Freight Management Team, Inc must be notified immediately. It is beneficial and advisable to sign for both the number of skids and piece count.
2. If the driver is not allowed access to observe loading, the boll of lading must be signed: "Shipper load and count." The trailer must be sealed and the seal number recorded on the original bill of lading. It is a good idea to seal every trailer and record the number on the bill of lading.
3. When a sealed trailer arrives at the consignee, the seal must be observed and broken by the consignee. Please make sure the receiving agent notes on every signed bill of lading: "Seal intact."
4. In the event of a discrepancy at the time of delivery, Freight Management Team, Inc. must be notified immediately. We will give your driver further instructions as to what action to take, what we want signed on the bill of lading, etc. Again, if the trailer is sealed, the seal must be broken by the consignee and "Seal intact," should be noted on the bill.

Shortages and damages do occur. Unfortunately, the communication at the time of delivery is seldom what it needs to be. By following these simple guidelines, you can help minimize and/or eliminate your exposure to a claim. The drivers' failure to follow these instructions will almost always lead to a claim against your company. Many claims can be eliminated by using proactive communication. When we can involve our customers in sorting out discrepancies at the time of delivery, we will do so.

While adhering to the above procedures is no guarantee against a claim, it will greatly reduce the chance of any claims being filed. I acknowledge the above agreement and agree to its terms.

Carrier: _____

Date: _____

Freight Management Team, Inc.

PO BOX 460, Avon OH 44011 P 216 862 0187 F: 216 862 0368

SERVICE DATE

July 16, 2012

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 793115

Freight Management Team INC.

Avon, OH, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L Secrist

Chief, Information Technology Operations Division

Freight Management Team, Inc.

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MOTOR CONTRACT CARRIER AND BROKER AGREEMENT

This AGREEMENT made the ____ day of _____ 20____, by and between _____, an Interstate Commerce Commission (ICC) authorized **MOTOR CONTRACT CARRIER** licensed under permit No. MC _____ SUB ____, hereinafter referred to as "**CARRIER**," AND **Freight Management Team INC.**, a Federal Highway Administration authorized property broker under license number MC793115, hereinafter referred to as "**BROKER**."

1. **BROKER** agrees to offer for shipment and **CARRIER** agrees to transport in its own equipment, quantities of freight agreed to by both **CARRIER** and **BROKER**.
2. **CARRIER** shall comply with the financial responsibility, and legal requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. **CARRIER** shall maintain primary cargo insurance in an amount equal of the full value of the maximum value of goods to be transported at any one time under this agreement, with a minimum insurance of \$100,000.00 required. **CARRIER** shall also maintain primary liability insurance in an amount sufficient to cover all liability risks associated related to this agreement, not to be less than \$1,000,000.00. **CARRIER** shall maintain worker's compensation coverage for all personnel employed by **CARRIER** in connection with this agreement. **CARRIER** agrees to give 30 days notice prior to cancellation of insurance policies.
3. **BROKER** agrees to pay **CARRIER** agreed amount within 30 days of receipt of an original, cleanly signed bill of lading. **CARRIER** shall be liable to **BROKER** and/or Shipper for any loss or damage noted on bill of lading. Any additional charges to **BROKER** must be approved in writing by **BROKER**.
4. **CARRIER** shall be responsible to comply with all applicable ICC and DOT regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.
5. **CARRIER** agrees to hold **BROKER** harmless from and indemnify **BROKER** for any liability resulting from loss or damage to any freight transported by **CARRIER** pursuant to this agreement, including all costs to defend claims. **CARRIER** agrees to hold **BROKER** harmless from and indemnify **BROKER** for any liability resulting from personal injury or property damage which may occur during the operations of **CARRIER** pursuant to this agreement, including all costs to defend claims.
6. **CARRIER**, without the prior written consent of **BROKER**, shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier.
7. The relationship of **CARRIER** and **BROKER** shall, at all times, be that of an independent contractor except that **BROKER** shall be the agent for the **CARRIER** for the collection and payment of charges to **CARRIER**. **CARRIER** agrees to bill the **BROKER** and no one else for payment of services rendered under this agreement.

8. This contract is made pursuant to 49 U.S.C. 10923, which authorizes **CARRIER** to enter into contracts with purchasers of motor carrier services set forth in this Contract. The Contract is drawn up pursuant to 49 CFR 1053 inclusive. This Contract does not alter the rights and obligations of the parties regarding the transportation subject to this Contract under Title 49 U.S.C., the Bill of Lading Act and common law, except as provided herein.

9. **CARRIER** agrees that neither it, nor any of its employees or agents, will back solicit the business of any shipper with whom it or they come into contact with or become aware of as a result of any shipments tendered to **CARRIER** by **BROKER** pursuant to this Agreement. If **CARRIER** breaches the terms of this paragraph, **BROKER** will then be entitled to as a commission from the **CARRIER** of fifteen percent (15%) of the revenue received for a period of twelve (12) months after the traffic first began to move. **CARRIER** understands and agrees that the provisions of the aforementioned covenant not to compete and reasonable as to scope, duration, and geographic area.

10. In the event that there is dispute between **CARRIER** and **BROKER**, both parties agree that all suits must be filed in the State or Federal Court in Cuyahoga County, in the State of Ohio.

11. **Reefer. Carrier** warrants that the **carrier** will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. **Carrier** warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the **carrier's** insurance company and **Broker**. **Carrier** warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the **Broker** or the shipper for failure to do so.

The **carrier** must provide their cargo insurance with all records that relate to a loss and permit copies and abstracts to be made from them upon request. **Carrier** shall endeavor to maintain a **satisfactory** U.S. DOT safety rating

The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with **Carrier** by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

12. Additional Insured. Broker must become an additional insured and certificate holder of **Carrier**.

IN WITNESS WHEREOF, the parties have executed this Contract at the date and place first set forth above.

CARRIER: _____

BY: _____

(Authorized Signature)

(Please Print Name)

TITLE: _____

BROKER: Freight Management Team INC.

PO BOX 460, Avon OH 44011

Page 8 of 8



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

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

SERVICE DATE
August 01, 2012

LICENSE
MC-793115-B
U.S. DOT No. 2328674
FREIGHT MANAGEMENT TEAM, INC
AVON, OH

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.

A handwritten signature in cursive script, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

**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)
Freight Management Team Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) >

Other (see instructions) >

Address (number, street, and apt. or suite no.)
PO Box 460

City, state, and ZIP code
AVON OH 44011

Requester's name and address (optional)

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 the "Name" line 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.

Notes: 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
 [] - [] - []

Employer identification number
46-0576921

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 [Signature] Date 6/3/2014

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.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement

FORM BMC-85

Filer FMCSA Account Number: 24886

License No. MC- 793115

KNOW ALL MEN BY THESE PRESENTS, that we, FREIGHT MANAGEMENT TEAM, INC
(Name of Broker or Freight Forwarder)
of 3100 E 45TH ST SUITE 118 CLEVELAND Ohio 44127
(Street) (City) (State) (Zip)
as TRUSTOR (hereinafter called Trustor), and 1st Security Financial Corp
(Name of Trustee)
a financial institution created and existing under the laws of the State of Ohio as TRUSTEE (hereinafter called Trustee)
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.