



## Pro Transportation Services, Inc. Carrier Pack

This carrier package includes the following:

1. Pro Transportation Fact Sheet
2. Carrier Profile Sheet
3. Payment Policy and Proof of Delivery Requirements
4. Pro Transportation/Motor Carrier Agreement
5. Copy of Pro Transportation Operating Authority – Brokerage
6. Form W-9
7. SCAC

Welcome To Pro:

Thank you for your interest in becoming an approved carrier for Pro Transportations Services, Inc. We offer excellent opportunities for you to grow your business through Pro Transportation's competitive rates, dedicated lanes, carrier relations, prompt settlements, and networking with our 24-7 on call dispatch. To quickly move the approval process along, please ensure that you have completed the following:

- Completely fill out the **Broker/Motor Carrier Agreement**. The 5-page agreement must be completed, signed and returned via fax or email.
- Fill Out and return the **Carrier Profile Sheet**
- Include a Copy of your **Contract Carrier Authority**
- Include your insurance add **Pro Transportation Services, Inc. 5151 Southwestern Blvd. Hamburg NY, 14075** as a certificate holder on your policy.
  - Your insurance certificate must be signed and indicate whether cargo coverage is All Risk or Broad Form.
  - **Auto Liability Insurance** covering injuries, accidental death, property damage in the amount of \$100,000 per occurrence.
  - **Cargo Liability Insurance** in the amount of \$100,000 per occurrence
  - **Worker's Compensation & Employer's Liability Insurance** in the amount of \$500,000
  - **General Liability Insurance** covering injuries, accidental death, property damage in the amount of \$100,000 per occurrence.
- Include **FORM W-9** for taxpayer identification. FORM W-8 required for Canadian carriers. Form W-9 is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- To be approved your DOT safety rating must be satisfactory and in good standing. Failure to meet any of the above requirements may disqualify you as a carrier for Pro Transportations Services, Inc. If you have any questions please call us!

**Thank you!** We look forward to working closely with you while building a strong relationship and helping you fill your capacity with high quality, profitable freight. Above all we ask that you communicate with us to continue to improve the exceptional service that is expected by our customers.  
**TO PROCESS, THIS CARRIER PACK AND PROOF OF INSURANCE MUST BE FAXED TO 716-312-7900 OR EMAILED TO CARRIERPACK@PROTRANSPORTATION.NET**

Yours Truly,  
The Pro Transportation Team

*Welcome To Pro's Family Of Carriers*

5151 Southwestern Blvd. Hamburg, NY 14075 P-716-646-0464 F-716-312-7900  
[www.protransportation.net](http://www.protransportation.net) [info@protransportation.net](mailto:info@protransportation.net)



## Fact Sheet

### Operating Information

Federal Tax Identification Number – Pro Transportation Services, Inc. ....16-1376096  
 D-U-N-S Number .....614702215  
 DOT Number .....434104  
 Pro Transportation Services, Inc. – Contract Carrier Authority .....MC-239010  
 SCAC Code – Pro Transportation Services, Inc. ....PTPQ  
 Year Founded .....1989  
 Surety Trust Fund .....Key Bank  
 Company Type .....Corporation  
 Insurance ..... The Cesar Group  
 City, Sate of Corporation ..... Buffalo, New York

### Senior Management Team

President and Chief Executive Officer .....John Costianes  
 Director of Operations.....Brian Voight  
 Business Development Manager.....Stephen Tobias

### Trade References

Carrier	MC#	Contact	Telephone
A & B Trucking	757969	Ramesh	718-415-8151
Kreil Kamp	145768	Lennie	800-558-1724 (3068)
Schaffer Trucking	793675	Marty	716-560-7719
Berg Grain	155025	John	701-293-3434

### Financial Institutions

KEYBANK  
 25 Main Street  
 Hamburg, NY 14075  
 (716)649-4940

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### Carrier Profile Sheet

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

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please Remit Payment To: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Current DOT Safety Rating: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Company Type:

Corporation     LLC     Partnership     Sole Partnership     Other

Are you HAZMAT Certified:  yes     no

Communication with drivers:  Cell  Satellite  Pager  Computer  Other

Contacts: \_\_\_\_\_

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

After Hours #: \_\_\_\_\_

Owner/Company Officer: \_\_\_\_\_

Manager: \_\_\_\_\_

Dispatcher: \_\_\_\_\_

Web Site: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

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[www.protransportation.net](http://www.protransportation.net)    [info@protransportation.net](mailto:info@protransportation.net)

With 25 years of experience guiding us, we strive to make every driver feel as if he has a co-driver on every trip!



## Carrier Payment Policy and Proof of Delivery Requirements

To our Valued Motor Carriers:

In an effort to avoid delays in payments to you, we have created the following Payment and Required Proof of Delivery Policy.

### Pro Transportation offers two forms of payment:

1. Paper Check Net 30 Days

### Pro Transportation requires the following to expedite payment:

1. Signed Rate Confirmation
2. Your Invoice matching the signed Rate Confirmation exactly
3. The original or legal copy of the signed Proof of Delivery
4. All reimbursement receipts

Please remit to:

Pro Transportation Services, Inc.  
5151 Southwestern Boulevard  
Hamburg, NY 14075

NOTE: \*\*Faxed or emailed bills for payment must have prior authorization\*\*

- All Accessorial charges must be stated in the Rate Confirmation or agreed to in a subsequent written or signed rate confirmation.
- Unauthorized delays to the pick up or delivery of a load may incur charges back to the carrier.
- A minimum of a \$100 fee be assessed for all miss appointments at Pro Transportation Services, Inc. discretion.
- Any and all deductions charged back by a customer for failure to meet service on the part of the carrier may be passed directly onto the carrier.
- Detention and layover policies differ from customer to customer and it is imperative to notify Pro Transportation Services immediately in the event of such accessorial charges to begin the process and follow procedure for said customers in order to qualify for any such fees.
- For any and all advances fees will apply and are subject to policy of Pro Transportation Services, Inc.
- You are **prohibited from subcontracting any Pro Transportation Services' load to any other carrier or broker.**
- You have agreed to defend, indemnify and hold harmless Pro Transportation Services, Inc., its customer(s) and the bill of lading parties from any claims, actions or damages resulting from your performance under the terms of our Broker/Motor Carrier Agreement, including damages of any kind asserted against us for hiring you including cargo loss and damage, theft delay, damage to property and personal injury or death.

Questions regarding payment of your invoice should be directed to (716) 646-0464 ext. 2 or via email to [billing@protransportation.net](mailto:billing@protransportation.net)

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**PAYMENT PROCESSING PROCEDURES EFFECTIVE IMMEDIATELY:**  
To all carriers, factoring services and any outside vendor requesting payment for transportation services provide for Pro Transportation Services, Inc. Please read and be aware of the changes within our payment processing requirements effective immediately.

**SENDING RATE CONFIRMATIONS**

All pages of rate confirmations MUST be signed, initialed and received prior to any carrier being dispatched to pick a load.

**FAXING:**

Rate confirmations returned via fax when accepting a load MUST be faxed to 716-312-7901.

**EMAILING:**

Rate Confirmations returned via email by a carrier when accepting a load MUST be emailed to [confirmation@protransportation.net](mailto:confirmation@protransportation.net)

**SENDING INVOICES AND POD's**

All invoices and proof of deliveries necessary to process payment MUST be submitted as follows:

**FAXING:**

All carrier invoices and back up submitted via fax MUST be faxed to 716-646-5897.

**EMAILING:**

All carrier invoices and back up submitted via email MUST be sent to [billing@protransportation.net](mailto:billing@protransportation.net)

All invoices and proof of deliveries for payment processing must include:

- a. Carrier invoice and invoice number
- b. Pro Transportation load number
- c. All proof of delivery pages, including MASTER BOL and OSD&R's
- d. Any and all receipts

Invoices and proof of deliveries MUST be submitted one at a time per load.

Carrier paperwork submitted with multiple invoices and paperwork for multiple loads in a single fax or email will be REJECTED and Pro Transportation will not be held responsible for lost or missing paperwork and delays in payment.

Carriers submitting paperwork, invoices and proof of deliveries electronically to any other fax number or email address will be REJECTED and Pro Transportation will not be held responsible for lost or missing paperwork and delays in payment.

If the accounting department does not receive the appropriate paperwork as instructed above Pro Transportation will not be held responsible for any delays in payment processing.

**THIS DOES NOT INCLUDE LOADS THAT REQUIRE HARD COPIES IN ORDER TO PROCESS PAYMENT**

Thank you  
Pro Transportation Services, Inc.  
Accounting Team

INITIAL:  DATE:

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**BROKER / MOTOR CARRIER AND/OR BROKER AGREEMENT**

This Broker / Motor Agreement (“Agreement”) is entered into this [redacted] day of [redacted], 20[redacted], by and between Pro Transportation Services, Inc. (“Broker”), a Registered Property Broker, License Number MC-239010 and [redacted], a Registered Motor Carrier and/or Broker, Permit/Certificate Number DOT-[redacted] / MC [redacted] (“Carrier and/or Broker”); collectively, the “Parties”.

For the purpose of this Agreement, “Registered” means operated under authority issued under Title 49 of the United States Code, and regulations promulgated by the Federal Motor Carrier and/or Broker Safety Administration (or its predecessors) within the U.S. Department of Transportation.

**1. CARRIER AND/OR BROKER REPRESENTS AND WARRENTS TO BROKER THAT IT:**

- a) Is a Registered Motor Carrier and/or Broker of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and hazardous materials (initial here [redacted] **NO HAZ MAT**);
- b) Shall transport the property tendered to it by Broker under its own operating authority and subject to the terms of this Agreement;
- c) Makes the representations herein for the purpose of including BROKER to enter into this Agreement;
- d) Agrees that the Shipper’s insertion of BROKER’S name as the Carrier and/or Broker on the bill of lading shall be the Shipper’s convenience only and shall not change BROKER’S status as a property broker nor CARRIER AND/OR BROKER’S status as a motor Carrier and/or Broker.
- e) Will not re-broker, assign or interline the shipments transported hereunder, without prior written consent of BROKER. If CARRIER AND/OR BROKER breaches this provision, BROKER shall have the right to pay the monies it owes CARRIER AND/OR BROKER directly to the delivering Carrier and/or Broker, in lieu of payment to CARRIER AND/OR BROKER. In such a case, CARRIER AND/OR BROKER shall not be release from liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph 1.i, CARRIER AND/OR BROKER will be liable for the direct, actual and consequential damages arising from a violation of this Paragraph 1.e.
- f) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to its operations including, but not limited to:
  - i. Transportation of Hazardous Materials, (including the licensing and training of drivers), unless disclaimed in Paragraph 1.a., as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
  - ii. Department of Homeland Security regulations;
  - iii. Independent Contractor / Equipment Lease regulations;
  - iv. Loading and securing of freight standards and regulations;
  - v. Implementation and maintenance of driver safety regulations including, but not limited to, qualification and hiring, controlled substances, and hours of service regulations;
  - vi. Sanitation, temperature, and contamination requirements for transporting food, perishables, and other products, qualification and licensing and training of drivers;
  - vii. Implementation and maintenance of equipment safety regulations;
  - viii. Maintenance and control of the means and method of transportation including, but not limited to performance of its services
- g) Will notify BROKER immediately if its federal Operating Authority (“Registered” status) is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and /or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- h) Shall inform and advise BROKER of any information obtained by CARRIER AND/OR BROKER in performance of this Agreement which is contrary to the information communicated by BROKER to CARRIER AND/OR BROKER under Paragraph 2.a., and any other material aspect of CARRIER AND/OR BROKERS’S service hereunder which conflicts with the specific requirements of each shipment transported hereunder.



- i) Does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier and/or Broker Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”.
- j) Authorizes BROKER to render an invoice to the party contractually liable to BROKER for transportation service charges, which shall include CARRIER AND/OR BROKER’S freight charges and BROKER’S fees and charges.
- k) Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

CARRIER AND/OR BROKER shall defend, indemnify and hold BROKER, its shipper customer, and the bill of lading parties harmless from any claims, actions or damages, arising out of its performance under this Agreement or breach of CARRIER AND/OR BROKER’S representations under Paragraph 1, including damages of any kind asserted against BROKER for negligent hiring of CARRIER AND/OR BROKER, cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of BROKER’S performance hereunder, except that BROKER shall have no liability to defend, hold harmless, and indemnify CARRIER AND/OR BROKER for the negligent hiring of CARRIER AND/OR BROKER. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees to defense as they accrue.

2. CARRIER AND/OR BROKER’S RESPONSIBILITIES:

- a) In addition to the representation and warranties in Paragraph 1, CARRIER AND/OR BROKER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required by BROKER and BROKER’S customers. Unless CARRIER AND/OR BROKER holds Registered status as a hazardous materials hauler and BROKER has notified CARRIER AND/OR BROKER in writing on the Carrier and/or Broker Rate Confirmation that a shipment contains hazardous materials, CARRIER AND/OR BROKER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §361.1 et. Seq. CARRIER AND/OR BROKER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- b) CARRIER AND/OR BROKER shall issue (or execute) a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER AND/OR BROKER shall become liable for the full actual value of the freight when it takes and receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER AND/OR BROKER, and which reasonability and reliability shall continue until delivery of the shipment to the consignee and the consignee signs the bills of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this assignment shall be null and the terms of this Agreement shall apply. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER AND/OR BROKER, shall not affect the liability of CARRIER AND/OR BROKER if its established that CARRIER AND/OR BROKER received the lading.
- c) CARRIER AND/OR BROKER shall serve the best interests of BROKER and the bill of lading parties regarding the processing and settlement of cargo claims, overages, shortages, and damages. In doing so,
  - i. CARRIER AND/OR BROKER shall comply with C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier and/or Broker Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.
  - ii. CARRIER AND/OR BROKER’S liability for any cargo damage, loss, or theft from any cause shall be determined under the provisions and principles of the Carmack Amendment, 49 U.S.C. §14706. Notwithstanding, CARRIER AND/OR BROKER’S liability shall be for the full actual value of the damaged, lost, stolen, or delayed freight.
  - iii. CARRIER AND/OR BROKER’S obligation to indemnify BROKER and the parties entitled to recover under the bill of lading for freight loss and damage claims shall include legal fees, which shall constitute special damages, the risk of which is expressly assumed by CARRIER AND/OR BROKER, and which shall not be limited by any liability of CARRIER AND/OR BROKER under this Agreement
  - iv. Except as provided in Paragraph 1.e above, neither Party shall be liable to the other for consequential damages arising out of cargo loss or damages without prior written notification of the risk of loss by type and amount, and agreement to assume such responsibility is stated in writing.
  - v. Notwithstanding the terms of 49 C.F.R. 370.9, CARRIER AND/OR BROKER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within THIRTY (30) days of receipt of the claim, Failure of CARRIER AND/OR BROKER to pay, decline or offer settlement within this time period shall be deemed admission by CARRIER AND/OR BROKER of full liability for the amount claimed and a material breach of this Agreement.



- vi. CARRIER AND/OR BROKER'S liability for cargo damage, loss, or theft from any cause for any one shipment, shall not exceed the full invoice value of the shipment plus taxing costs.
- vii. CARRIER AND/OR BROKER shall recognize and process cargo claims submitted by BROKER on behalf of BROKER'S shipping customer(s) as though the claim were submitted directly by the same.
- d) CARRIER AND/OR BROKER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) day advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits:
  - i. Public liability \$1,000,000;
  - ii. Motor vehicle (including hired and non-owner vehicles), property damage, and personal injury liability \$1,000,000 (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances);
  - iii. Cargo damages/loss \$1,000,000
  - iv. Workers compensation with limits required by law.

Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER AND/OR BROKER'S liability due to any insurance policy.

CARRIER AND/OR BROKER shall submit its Certificate of Insurance to: Pro Transportation Services, Inc 5151 Southwestern Blvd., Hamburg, NY 14075 attention: Insurance Representative Telephone: 716-646-0464 Fax: 716-312-7901. Pro Transportation Services Inc MUST be listed as the Certificate Holder.

- e) CARRIER AND/OR BROKER irrevocably assigns to BROKER all its rights to collect freight charges from the Shipper or any responsible third party on the receipt of payment from BROKER. As such, CARRIER AND/OR BROKER shall provide BROKER with an invoice, a signed copy of the Carrier and/or Broker Rate Confirmation, signed bill of lading or proof of delivery, and all documentation in support of accessorial charges in a timely manner, and in no event later than 21 days from date of delivery.

CARRIER AND/OR BROKER shall defend, indemnify and hold BROKER, its shipper customer, and the bill of lading parties harmless from any claims, actions, or damages, arising out of its performance under this Agreement or breach of CARRIER AND/OR BROKER'S representations under Paragraph 2, including damages of any kind asserted against BROKER for negligent hiring of CARRIER AND/OR BROKER, cargo loss and damage, theft, delay, damage to property, and personal injury or death, PROVIDED that, likewise, BROKER shall defend, indemnify, and hold CARRIER AND/OR BROKER harmless from any claims, actions, of damages, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, arising out of BROKER'S performance hereunder, except that BROKER shall have no liability to defend, hold harmless and indemnify CARRIER AND/OR BROKER for the negligent hiring of the CARRIER AND/OR BROKER. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense as they accrue.

3. BROKER RESPONSIBILITIES:

- a) Broker shall solicit and obtain freight transportation business for CARRIER AND/OR BROKER to the mutual benefit of CARRIER AND/OR BROKER and BROKER. BROKER shall inform CARRIER AND/OR BROKER of (a) the place of origin and destination of each shipment tendered under Agreement; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- b) BROKER shall invoice the services of BROKER and CARRIER AND/OR BROKER to the party, which is contractually responsible for payment to BROKER.

CARRIER AND/OR BROKER shall invoice BROKER for CARRIER AND/OR BROKER'S charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S written Carrier and/or Broker Rate Confirmation, each of which shall be incorporated herewith upon execution by BROKER and delivery to CARRIER AND/OR BROKER by facsimile or electronic transmission.

CARRIER AND/OR BROKER SHALL SUBMIT TO BROKER WITH ITS INVOICE A COPY OF THE SIGNED (BY BROKER) CARRIER AND/OR BROKER RATE CONFIRMATION WHICH REFLECTS THE FINAL CHARGES DUE CARRIER AND/OR BROKER.





- c) Rates which are verbally agreed upon shall be deemed confirmed in writing where CARRIER AND/OR BROKER has billed the agreed rate and BROKER has paid it. All written Carrier and/or Broker Rate Confirmations, including confirmations by billing and payment, shall be incorporated herewith.

Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or vales, or tariff rules or circulars, shall only be valid when specially agreed to in a signed writing by the Parties.

**NOTE: CARRIER AND/OR BROKER should insist that all accessorial charges be confirmed in writing by BROKER, as the absence of such written confirmation will delay or excuse payment to CARRIER AND/OR BROKER. \_\_\_\_\_**  
**CARRIER AND/OR BROKER INITIAL**

- d) The Parties that BROKER shall be responsible for the billing and collection of freight charges as follow:
- i. BROKER is the sole party responsible for payment of CARRIER AND/OR BROKER'S charges. Failure of BROKER to collect payment from its customer shall not release BROKER of its obligation to pay CARRIER AND/OR BROKER, provided, however, that BROKER shall have the right, duty and privilege to assert against CARRIER AND/OR BROKER all customer defense(s) to payment. Notwithstanding, BROKER shall pay CARRIER AND/OR BROKER'S invoice(s) within Thirty (30) days of receipt of the bill of lading or proof of delivery, and all additional supporting documents in connection with CARRIER AND/OR BROKER shall and may not seek payment from any bill of lading party which can prove payment to BROKER.
  - ii. Payment and other disputes are subject to the terms in Paragraph 4.d, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
- e) BROKER shall maintain a surety bond / trust fund in the amount of TEN THOUSAND DOLLARS (\$10,000) and file evidence of the same with the Federal Motor Safety Administration (FMCSA).
- f) BROKER will notify CARRIER AND/OR BROKER immediately if BROKER'S Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

4. MISCELLANEOUS:

- a) The relationship between BROKER and CARRIER AND/OR BROKER is that of independent contractor and not that of employer / employee.
- BROKER has insufficient control of CARRIER AND/OR BROKER, including but not limited to CARRIER AND/OR BROKER'S discretion to route freight, assign equipment and drivers, and otherwise the means or methods of CARRIER AND/OR BROKER'S service and nothing contained herein shall be construed to be inconsistent with this provision.
- b) CARRIER AND/OR BROKER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other Carrier and/or Brokers, brokers, or freight forwarders.
- c) CARRIER AND/OR BROKER and BROKER acknowledge and agree that certain procedures shall apply in the event of breach or dispute.
- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
  - ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights to remedies they may have under such laws.
- d) In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, Venue for any such action shall be in New York, Erie County. Unless preempted or controlled by federal transportation law and regulations, the laws of the state of New York shall be controlling.
- e) CARRIER AND/OR BROKER shall not knowingly solicit freight shipments so long as this Agreement is in effect and for TWELVE (12) months following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER AND/OR BROKER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of TWELVE (12) months following delivery of the last shipment transported by CARRIER AND/OR BROKER under this Agreement, to a commission of FIFTEEN percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER AND/OR BROKER for the transportation of said freight as liquidated damages.



Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER AND/OR BROKER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

- f) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- g) This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs 3.b and 3.c).
- h) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the address shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. Notices sent as required hereunder, to the addresses shown in this Agreement, shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- i) The term of this Agreement shall be one (1) year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- j) In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, right and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- k) This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- l) The Parties to this Agreement are authorized to fax and email to each other at the numbers and addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- m) This Agreement contains the entire understanding of the Parties and supersedes all verbal and written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The parties further intend that this Agreement constitutes the complete and exclusive statement of it's terms, proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

**PRO TRANSPORTATION SERVICES, INC CARRIER AND/OR BROKER**

**Authorized Signature**

**Title:** President

**Authorized Signature**

**Title:**

**Company Address:**

**City/State/Zip:**

**Phone:**

**Fax:**

**Email:**

**MUST RETURNED COMPLETED WITH VALID INSURANCE, W-9,  
AUTHORITY AND CARRIER PROFILE SHEET  
FAX TO 716-646-5891 OR EMAIL**



### Motor Carrier Details

<b>US DOT:</b>	434104	<b>Docket Number:</b>	MC239010	
<b>Legal Name:</b>	PRO TRANSPORTATION SERVICES, INC.			
<b>Doing-Business-As Name:</b>				
<b>Business Address</b>	<b>Business Telephone and Fax</b>	<b>Mail Address</b>	<b>Mail Telephone and Fax</b>	<b>Undeliverable Mail</b>
5151 SOUTHWESTERN BLVD HAMBURG NY 14075	(716) 646-0464 Fax: (716) 646-5472			NO
<b>Authority Type</b>	<b>Authority Status</b>	<b>Application Pending</b>		
<b>Common</b>	NONE	NO		
<b>Contract</b>	NONE	NO		
<b>Broker</b>	ACTIVE	NO		
<b>Property</b>	<b>Passenger</b>	<b>Household Goods</b>	<b>Private</b>	<b>Enterprise</b>
YES	NO	NO	NO	NO
<b>Insurance Type</b>	<b>Insurance Required</b>	<b>Insurance on File</b>		
<b>BIPD</b>	\$0	\$0		
<b>Cargo</b>	NO	NO		
<b>Bond</b>	YES	YES		

**BOC-3:** YES

**Blanket Company:** [TRUCK PROCESS AGENTS OF AMERICA, INC](#)

[Web Site Content and BOC-3 Information Clarification](#)

[| Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

April 10, 2014





April 16, 2013

KAREN TKACZYK  
PRO TRANSPORTATION SERVICES INC  
5151 SOUTHWESTERN BLVD  
HAMBURG, NY 14075

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **PTPQ** has been renewed for:

PRO TRANSPORTATION SERVICES INC  
5151 SOUTHWESTERN BLVD  
HAMBURG, NY 14075  
MC-239010  
US DOT-434104

This Alpha Code will apply only to the company name shown above through June 30, 2014. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing  
Bureau of Customs and Border Protection  
7681 Boston Blvd., Beauregard 1st FI Wing A  
Springfield, VA 22153  
AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810

## 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) <b>Pro Transportation Services, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>5151 Southwestern Blvd.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Hamburg, NY 14075</b>		
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.

Social security number									

Employer identification number										
1	6		-	1	3	7	6	0	9	6

**Note.** If the account is in more than one name, see the chart on page 4 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>4/10/2014</b>
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### General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, 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:

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.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.