



Kelley Logistics, LLC is a logistics management company dedicated to the efficient movement of freight using all modes of transportation. We offer customized supply chain solutions, based on experience and expertise, to help shippers meet their tough transportation challenges.

**We are interested in building quality service relationships with the best carriers in the industry. For those who wish to participate, we offer a Carrier Quick Pay Agreement. Regardless of mode, our primary goal is to align ourselves directly with dependable, asset-based carriers.**

Please complete the following information and return **all required documents** by fax (317-883-0141) or e-mail [ops@kelleylogistics.com](mailto:ops@kelleylogistics.com).

- Carrier Profile (attached)
- Current Carrier's Registration & D.O.T Safety Rating (copy required)
- Certificate of cargo and liability insurance naming Kelley Logistics, LLC, certificate holder.
- Minority documentation (if applicable)
- Signed copy of Transportation Brokerage Agreement (attached)
- W9 Form (attached) 1 through 6 MUST be completed.
- HazMat – 232 Compliance, signed (attached) (if applicable)
- Operating authority (copy required)

To learn more about Kelley Logistics, please visit [kelleylogistics.com](http://kelleylogistics.com) or call us at PH. 888.535.5392. I look forward to speaking with you!

**INNOVATIVE. FLEXIBLE. RESPONSIVE**  
**[kelleylogistics.com](http://kelleylogistics.com)**

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CUSTOMIZED SUPPLY CHAIN SOLUTIONS

Kelley Logistics, LLC | 25 S. Park Blvd. Greenwood IN 46143  
TF 888.535.5392 | P 317.883.0136 | F 317.883



## Carrier Profile

### General Information:

Carrier Legal Name: \_\_\_\_\_ DBA: \_\_\_\_\_

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

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

MC # \_\_\_\_\_ DOT # \_\_\_\_\_ SCAC Code: \_\_\_\_\_ ELD Compliant: Yes \_\_\_ No \_\_\_  
(Electronic Log)

Federal ID –EIN – SSN: \_\_\_\_\_

### Operations/Dispatch Information:

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

Phone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

Cell \_\_\_\_\_ Alternate: \_\_\_\_\_ Afterhours: \_\_\_\_\_

### Payment Information:

\*\*\*\*Please note if information below is not complete checks will be mailed to Physical Address\*\*\*\*

Remit Address: \_\_\_\_\_ P.O. BOX \_\_\_\_\_

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

Account Receivable Contact: \_\_\_\_\_ Email: \_\_\_\_\_

**Do you Factor your Invoices? Y/N: \_\_\_** Factoring company Name: \_\_\_\_\_  
(Please provide a Letter of Assignment)

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

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

### Freight Bill/ Invoice Requirements:

1. Carrier Invoice - Invoice must reference Load Confirmation Shipment ID #
2. Rate Confirmation Agreement
3. Signed Copy of the Delivery Receipt

### Freight Bill/ Invoice Submission Via:

Mail: \_\_\_\_\_ Fax: \_\_\_\_\_ fax #: 317-883-0141 E-Mail: \_\_\_\_\_ [ap@kelleylogistics.com](mailto:ap@kelleylogistics.com)

(All freight bills submitted via E-mail will be acknowledge within 24 business hours- if you do not receive a return email acknowledging receipt- invoice was not received and payment can be delayed.)

CUSTOMIZED SUPPLY CHAIN SOLUTIONS



Service Areas: 48 States, West, NE, SE, MW, NW, SW (Circle all that apply)

Truckload Equipment Types:

How Many Tractors: \_\_\_\_\_ How Many Teams: \_\_\_\_\_ E- Track Trailers: \_\_\_\_\_

48' Dry Van: \_\_\_\_\_ 48' Reefers: \_\_\_\_\_ FlatBed: \_\_\_\_\_

53' Dry Van: \_\_\_\_\_ 53' Reefers: \_\_\_\_\_ Step Deck: \_\_\_\_\_

Super Vans: \_\_\_\_\_ Curtain Vans: \_\_\_\_\_ Conestoga: \_\_\_\_\_

Expedite Equipment:

Cargo vans: \_\_\_\_\_ Sprinters \_\_\_\_\_ St. Trucks \_\_\_\_\_ Semi's \_\_\_\_\_

Lift Gate: \_\_\_\_\_

Operating Authority:

Contract  Common  Broker  Authorized for Hire

Interstate  Intrastate Only  Forwarder  TSA/Indirect Air Carrier

Canadian:  Mexico  HAZMAT  Bonded

Permit # \_\_\_\_\_

Certificates & Special Permits:

Smartway Certified  Yes  NO

CTPAT Certified  Yes  NO

FAST Certified  Yes  NO

TWIK  Yes  NO

Liquor Permit  Yes  NO States: \_\_\_\_\_

IM capabilities  Yes  NO TOFC, COFC or Both? \_\_\_\_\_

07/03/18

CUSTOMIZED SUPPLY CHAIN SOLUTIONS



Dear Kelley Logistics Service Provider:

**Freight Bill/ Invoice Submission Via:**

Mail: \_\_\_\_\_ Fax: \_\_\_\_\_ fax #: 317-883-0141 E Mail: [ap@kelleylogistics.com](mailto:ap@kelleylogistics.com)

\*\*\*\*All freight bills submitted via E-mail will be acknowledge within 24 business hours- if you do not receive a return email acknowledging receipt- invoice was not received and payment can be delayed. \*\*\*\*

**Freight Bill/ Invoice Requirements:**

- 1) **Carrier Invoice** - Carrier Invoice must reference our unique **Shipment ID #**. This is located on the top of the Rate Confirmation.



Page 1

**Shipment ID 1213000**

The Shipment ID # will be required on your Carrier Invoice. This will be the key identifier to link your freight bill with our load tender. **All bills will be rejected without the Shipment ID #.**

- 2) **Rate Confirmation Agreement**

This Rate confirmation verifies the mutually agreed upon rate(s) and service(s) on the shipment. Rate confirmation must be signed and returned to Kelley Logistics.

- 3) **Signed Copy of the Delivery Receipt**

We appreciate your support and look forward to a successful launch.

Sue Lindhorst  
[slindhorst@kelleylogistics.com](mailto:slindhorst@kelleylogistics.com)  
V.P. of Logistics

Allyson Sweeney  
[asweeney@kelleylogistics.com](mailto:asweeney@kelleylogistics.com)  
AP Logistic Administrator

CUSTOMIZED SUPPLY CHAIN SOLUTIONS



# Carrier Quick Pay Agreement

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Carrier Name City and State MC Number

A Contract Carrier for Kelley Logistics (broker), located at 25 South Park Blvd, Greenwood, IN 46143, wishes to participate in the **Quick Pay** program offered by Kelley Logistics.

It is agreed that two percent (2%), or \$20.00 minimum each settlement period, will be deducted from any and all settlements to \_\_\_\_\_ (Carrier), provided that all documents required by Kelley Logistics (Broker), are received by Kelley Logistics (Broker), no later than 5:00 PM on the Tuesday following delivery to the consignee in order for a check to be cut and mailed by 5:00 PM Friday of that week.

Document required:

**Carrier invoice**

**Copy of Carrier Quick Pay Agreement OR QUICK PAY clearly noted on face of invoice.**

**Rate Confirmation**

**Bill of Lading/signed delivery receipt**

**All receipts for scales and lumper service (if applicable)**

By my signature below, I hereby certify I am authorized representative of the company and do hereby agree to the terms as stated above.

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

Kelley Logistics

\_\_\_\_\_  
Authorized Signature / Title

\_\_\_\_\_  
Authorized Signature / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Email or fax your paperwork to Allyson Sweeney:  
[asweeney@kelleylogistics.com](mailto:asweeney@kelleylogistics.com)

Fax # 317-883-0141

CUSTOMIZED SUPPLY CHAIN SOLUTIONS

## BROKER – MOTOR CARRIER TRANSPORTATION BROKERAGE AGREEMENT

THIS TRANSPORTATION BROKERAGE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("Carrier") and Kelley Logistics, LLC ("Broker"), each a "Party" and collectively the "Parties".

### RECITALS

1. Broker represents and warrants that it is duly registered under License No. MC459697 with the Federal Motor Carrier Safety Administration ("FMCSA") as a property transportation broker pursuant to 49 U.S.C. § 13904. As defined at 49 U.S.C. § 13102(2), Broker arranges for motor carrier freight transportation under its contracts with consignors and consignees ("Customer") and transportation vendors ("Vendors").
2. Carrier represents and warrants that it is duly registered with FMCSA under U.S. Department of Transportation ("DOT") Identification No. \_\_\_\_\_ as a motor carrier of property in interstate, intrastate and/or foreign commerce pursuant to 49 U.S.C. § 13902 and Permit No. \_\_\_\_\_ or is an exempt carrier as defined in 49 U.S.C. § 13506(b)(1) operating entirely within a municipality. Carrier provides motor carrier transportation services and related services ("Transportation Service") of regulated and non-regulated property.
3. Broker desires to engage, on a non-exclusive basis, Transportation Service of Carrier as set forth in appendices attached hereto to meet some of the distinct needs of Broker, and Carrier desires to furnish, on a non-exclusive basis, such Transportation Service.

NOW, THEREFORE, intending to be legally bound, the parties agree to the terms as set forth herein this Agreement.

### AGREEMENTS

#### 1. TERM AND TERMINATION.

##### 1.1 Term.

This Agreement commences on the Effective Date and continues for a one (1) year period ("Term") and shall automatically renew for successive one (1) year Terms until terminated as provided below.

##### 1.2 Termination.

Agreement may be canceled or terminated at any time by either Party upon not less than thirty (30) days prior written notice to the other Party.

##### 1.3 Termination for Breach.

Either Party may terminate this Agreement immediately and without any further obligations to the other Party in the event that such other Party is in material breach of its obligations under this Agreement, the Party terminating the Agreement notifies such other Party in writing of such material breach, and such other Party fails to cure such material breach within ten (10) days after the receipt of such notice. No breach of this Agreement shall affect the rights and obligations of either Party.

#### 2. VOLUME OF FREIGHT.

There is no minimum volume of freight shipments contemplated by this Agreement. Broker is not restricted against tendering its shipments to other carriers. Carrier is not restricted against performing Transportation Services for other shippers. In the event that Broker requests Carrier to transport any shipment required by the DOT to be placarded as a hazardous material or substance, the Parties agree that Carrier will comply with all Federal, State and local laws and regulations pertaining to such hazardous materials or substances.

#### 3. CARRIER REPRESENTATIONS AND WARRANTIES.

Carrier represents and warrants that it:

- (a) Is duly authorized and qualified as a motor carrier of property to provide the Transportation Service contemplated herein.
- (b) Does not have a Conditional or Unsatisfactory safety rating issued by FMCSA.
- (c) Will comply with all Federal, State and local laws regarding Transportation Service contemplated herein, including transportation of hazardous materials and substances when such property is accepted for transportation.
- (d) Will be wholly responsible for performing the contemplated Transportation Service contemplated herein.
- (e) Will accept, transport and deliver shipments under its own operating authority and in accordance with the terms of this Agreement and to the extent of Carrier capacity and provisions of Federal, State and local laws.
- (f) Owns, or has under its control, motor vehicles used to furnish Transportation Service provided under this Agreement.
- (g) Will accept, transport and deliver shipments containing hazardous materials and substances only when in full compliance with D.O.T. regulations pertaining to such shipments.

#### 4. BROKER REPRESENTATIONS AND WARRANTIES.

Broker represents and warrants that it:

- (a) Is duly licensed and qualified as a property broker to arrange motor carrier freight transportation.
- (b) Holds an effective property broker's surety bond or trust arrangement in the amount of US\$10,000 and has filed FMCSA Form BMC-84 (Property Broker's Surety Bond) or Form BMC-85 (Property Broker's Trust Fund Agreement) with FMCSA as required by 49 C.F.R. Part 387.
- (c) Is duly authorized by the Customer and has working control of the routing of such shipments covered by this Agreement to arrange Transportation Service of Carrier hereunder.
- (d) Assumes full responsibility for payment of all freight bills and all other invoices for Transportation Service performed for it by Carrier when contracted by Broker.
- (e) Shall not request and Carrier shall not be expected to perform Transportation Service that will require Carrier or any of its agents, employees or subcontractors to exceed or violate speed or safety laws or related regulations.
- (f) Will comply with all Federal, State and local laws regarding Transportation Service contemplated herein.

#### 5. TRANSPORTATION WITHOUT DELAY.

Carrier will provide Transportation Service of shipments tendered by Broker only on equipment operated under Carrier's operating authority. Carrier will pick up, transport and deliver shipments with reasonable dispatch and without delay caused by anything in Carrier's control to the consignee as directed by the bill of lading. Carrier will immediately notify Broker of any accident or likelihood of delay or other event that prevents a timely or safe delivery.

**6. RATES AND CHARGES.**

The Parties agree the rates and charges shall be mutually determined and agreed for each individual shipment prior to commencement of the contemplated Transportation Service. Rates and charges shall be as set forth in an appendix attached hereto or in a Rate Confirmation Agreement. Broker shall issue a signed Rate Confirmation Sheet of the agreed rates and charges by confirmed facsimile ("Fax") transmission to Carrier, and Carrier will confirm by signature and return by confirmed Fax to Broker. Unless Carrier objects within twenty-four (24) hours of receipt of the Rate Confirmation Sheet or prior to actual pickup of the shipment by Carrier, whichever occurs first, Carrier shall be conclusively presumed to have agreed that the terms and conditions set forth on the Rate Confirmation Sheet are fully and correctly stated. All such Rate Confirmation Sheets will be considered attachments to this Agreement and incorporated herein. Except as otherwise provided in a Rate Confirmation Sheet or this Agreement, each shipment shall be governed by provisions of the applicable Carrier's rules that are in effect at time of shipment. To the extent that any applicable rate or charge is based upon a rate, rule or practice maintained by Carrier, Broker hereby requests a copy thereof in accordance with Federal law.

**7. RECEIPT OR BILL OF LADING FOR GOODS TENDERED.**

Carrier shall issue to shipper a receipt or bill of lading in accordance with 49 C.F.R. § 373.101 and any amendments thereto for all property tendered and received for transportation. The Parties agree that a standard bill of lading prepared by shipper in accordance with 49 C.F.R. § 373.101 shall be considered as though Carrier prepared and issued said bill of lading and shall fulfill the duty of Carrier to issue a bill of lading. Any terms, conditions and provisions of the bill of lading or other receipt, shall be subject and subordinate to the terms, conditions and provisions of this Agreement. Such receipt shall be *prima facie* evidence of receipt of the property in apparent good order and condition, unless otherwise noted on the face of the receipt. Unless otherwise mutually agreed in writing, Carrier shall become liable for the shipment when it takes or receives possession thereof, and the trailer is loaded, regardless of whether a bill of lading has been issued, signed or delivered to Carrier, and shall remain liable until delivery of the shipment to the consignee and the consignee issues a receipt for goods delivered. Carrier shall be liable to the person entitled to recover under the bill of lading. Such written receipt may be in the form of bill of lading, receipt or such other form showing the date received, kind and quantity of commodities received and to be delivered in apparent good order, and the signature of the person receiving shipment for Carrier. Any terms, conditions and provisions of a bill of lading or other receipt shall be subject and subordinate to this Agreement. Documents for shipments under this Agreement shall name Broker as "broker", Carrier as "carrier" and shipper or Customer as "shipper". The Parties agree that a shipper's insertion of Broker's name as the routing or carrier on a bill of lading or other shipping document shall be for the shipper's convenience only and shall not change Broker's status as a property broker nor Carrier's status as a motor carrier.

**8. DELIVERY OF GOODS.**

Carrier shall deliver shipments to the consignee in apparent good order and in the same condition as received from shipper. Carrier agrees to abide by the routing instructions as designated on the bill of lading and not to directly or indirectly by any device or arrangement whatsoever, pay, refund, or rebate to any consignor, consignee, or owner all or any part of the payments received by Carrier hereunder, unless specifically included in this Agreement.

**9. RECEIPT FOR GOODS DELIVERED.**

Carrier will obtain from consignee upon delivery of shipment a complete, signed delivery receipt ("Delivery Receipt") for each shipment. Such Delivery Receipt shall be *prima facie* evidence of receipt of the property by consignee in apparent good order and condition, unless otherwise noted on the face of the Delivery Receipt. Carrier shall notify Broker immediately of any exception notation on any Delivery Receipt or document. Carrier shall send Broker Delivery Receipts and bills of lading within twenty-four (24) hours of delivery of each shipment, as Broker directs.

**10. INVOICES.**

Carrier will submit to Broker each freight bill for Transportation Services accompanied by the applicable original executed bill of lading or shipping document, clear Delivery Receipt, and any other documents necessary to enable Broker to ascertain Transportation Service was provided as required. Carrier will submit each invoice to Broker or Broker's designee at the address set forth herein and in accordance with this Agreement immediately after the delivery or tender of delivery of the shipment by Carrier. Provided, however, that in no event shall Carrier submit an invoice later than one hundred and eighty (180) days after the delivery or tender of delivery of the shipment by Carrier. Only Broker and not Carrier shall bill Customer for Transportation Service.

**11. PAYMENT.**

**11.1 Payment by Broker.**

Broker will pay Carrier the agreed amount within thirty (30) days after Broker's receipt of Carrier's correct and complete freight bill and required documents, provided Carrier is not in default of this Agreement. Broker shall be authorized to deduct from its payment to Carrier any (i) authorized advances made by Broker to Carrier or to Carrier's agents, subcontractors, or employees; (ii) charges incurred by Broker to wire advances to Carrier, its agents, subcontractors, or employees; and (iii) such other charges as Broker and Carrier may from time to time agree in writing. The Parties agree that Broker is the sole party responsible for payment of Carrier's charges to Carrier and for invoicing and collection of charges from its Customer. Payment by Broker or Broker's designee to Carrier of all applicable freight charges in accordance with agreed rates shall be deemed payment to Carrier. Upon such payment, Carrier shall hold Broker and its Customer harmless, including reasonable attorney fees, against any and all claims, demands, and suits by Carrier or others seeking duplicate payment of freight charges from Broker. Failure of Broker to collect payment from its Customer shall not relieve Broker of its obligation to pay Carrier. Carrier agrees that its sole recourse in the event of nonpayment shall be against Broker. Provided, however, if Broker has not paid Carrier's invoice within sixty days and Carrier has complied with this Agreement, Carrier may seek payment from Customer or other party that received the benefit of the Transportation Service provided for the shipment after giving Broker advance written notice not less than five (5) business days. Carrier shall not seek payment from Customer if Customer can prove payment to Broker. This undertaking by Carrier shall survive this Agreement.

**11.2 Disputed Charges or Payments.**

**11.2.1 Disputed Charges.** Any disputed charge on a Carrier invoice shall not be cause for Broker's refusal to make payment of such Carrier invoice. Upon Carrier's receipt from Broker of such written notice of dispute of any charge on a Carrier invoice, Carrier will timely investigate and attempt to resolve with Broker such disputed charges. Any amount legitimately in dispute shall not be payable by Broker until resolution of such dispute.

11.2.2 Disputed Payments. Carrier agrees that all payments by Broker shall be final when funds are accepted by Carrier, provided, however, that Carrier shall have the right to provide written notice of objection with Broker within fifteen (15) days of payment receipt stating that Carrier disputes the payment and demands further explanation or action by Broker. If no such notice is filed, the payment shall be conclusively presumed by Carrier to be true and correct in all respects and Carrier further waives such rights or claims that Carrier may have against Broker as to the accuracy of such payment.

**12. VEHICLES AND EQUIPMENT.**

Carrier shall, at its sole cost and expense, provide all vehicles, equipment, fuel, oil, supplies, and trained personnel necessary for the performance of Transportation Service pursuant to this Agreement and shall bear all expenses for repair and road service in connection with the use and operation of such equipment. Carrier shall maintain or cause to be maintained all such vehicles and equipment in good, safe and working condition in compliance with safety regulations of the FMCSA and other relevant agencies.

**13. DRIVERS AND PERSONNEL.**

13.1.1 Independent Contractor.

Carrier is considered an independent contractor under this Agreement and as such is wholly responsible in every way for such persons as Carrier hires or employs. Broker neither exercises nor retains any control over Carrier, its operations, agents, employees, vendors or subcontractors in any manner whatsoever. Broker or Customer shall not be liable or responsible for the acts, omissions, or liabilities of Carrier or its agents, employees, vendors or subcontractors. Carrier shall indemnify and hold Broker and Customer harmless from any claims or actions against Broker or Customer brought by Carrier's agents, employees, vendors or subcontractors, except to the extent such claims or actions are caused by negligence of Broker or Customer.

13.2 Qualifications and Training.

Carrier's drivers and other personnel used shall be competent, skilled, properly trained, qualified and, if necessary, licensed to perform the Transportation Service in a safe manner.

13.3 Safety and Security Compliance.

Carrier's drivers and other personnel shall be in compliance with safety regulations of the FMCSA and other relevant agencies and customs and security laws that are applicable to motor carriers transporting goods domestically in the United States or for import or export from or to the United States.

**14. LICENSES.**

Carrier, at its sole cost and expense, shall procure and maintain all licenses and permits required by Federal, State and local authorities with respect to Transportation Service rendered hereunder.

**15. LEGAL IMPAIRMENT.**

In the event the operating authority of either Party is revoked, suspended or rendered inactive, the Party shall promptly notify the other Party in writing of such revocation, suspension or inactivation when it becomes known to the Party.

**16. INSURANCE.**

16.1 Minimum Insurance Requirements.

Carrier shall procure and maintain, at its sole cost and expense, liability insurance with an insurance company ("Insurer") rated by A. M. Best Company as B+ or better Insurer and that such rating is the most current rating issued for the Insurer during the period of applicable covered required herein. The absence of insurance as required herein shall be considered a material breach.

16.1.1 Commercial Automobile Liability Insurance including owned, non-owned, and hired vehicles used to provide Transportation Service, with minimum limits of (i) not less than US\$1,000,000 per occurrence and (ii) not less than US\$1,000,000 for personal injury and property damage covering liability arising out of the Carrier's performance under this Agreement.

16.1.2 Broad Form Comprehensive General Liability Insurance including blanket contractual liability insurance, with minimum limits of not less than US\$1,000,000 per occurrence covering general liability, personal injury and property damage liability arising out of Carrier's performance under this Agreement.

16.1.3 All-Risk Broad Form Cargo Liability Insurance in an amount not less than US\$100,000 per occurrence. Such insurance policy shall list Broker as loss payee and provide coverage to Broker, the Customer or the Owner and/or consignee for any loss, damage or delay claim to any property coming into possession of Carrier under this Agreement. Unless approved in advance by Broker, the coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foresee ably preclude coverage relating to a cargo loss, damage or delay claim.

16.1.4 Hazardous Liability insurance coverage required by all applicable Federal, State, or local authorities for hazardous materials or substances carried with limits no less than as set forth in 49 C.F.R. § 387.9. This provision shall be applicable only if Carrier is authorized by FMCSA to transport hazardous materials or substances as defined and listed in 49 C.F.R. § 171.8 and § 172.101 and Carrier accepts a shipment containing hazardous materials or substances..

16.1.5 Workers' Compensation coverage as provided for by State and/or Federal laws to include a waiver of subrogation in favor of Provider.

16.2 Insurance Certificates.

Carrier shall cause its Insurer to furnish to Broker, free of charge, one or more certificates that such insurance is in force and that Broker is named as Additional Insured as it pertains to the scope of Transportation Service encompassed in this Agreement. Such certificate shall provide name of Insurer, policy numbers and expiration date and that such Insurer shall not terminate, cancel, or materially modify such insurance coverage without at least thirty- (30) days prior written notice to Broker. Insurance required in this Agreement shall be primary coverage to any other insurance that may be available to Carrier.

**17. LIABILITY; INDEMNITY.**

17.1 Liability.

17.1.1 Co-brokerage. Carrier will not co-broker any shipments arranged by Broker under this Agreement with another property broker.



17.1.2 Third-party Transportation. Carrier will not assign, interline or arrange for transportation by a third party a shipment without prior written consent of Broker, except Carrier may employ subcontractor owner-operator or other independent person for the performance of all or any portion of the Transportation Service. Carrier agrees that if it breaches this provision or employs subcontractor owner-operator or other independent person for the performance of all or any portion of the Transportation Service that Carrier will be and remain liable to Broker pursuant to this Agreement. Such liability shall include, without limitation, liability for loss, damage or delay of any shipment in accordance with the provisions and the limitations of liability of this Agreement, whether such loss, damage or delay occurred while such shipment was in the possession of Carrier or such subcontractor or other independent person. Carrier shall assume full responsibility for payment of all freight bills and all other invoices for transportation and other services performed for it by underlying subcontractors or other independent persons contracted by Carrier. In addition to the Indemnity obligation, Carrier will be liable for consequential damages caused by such subcontractor or other independent person.

17.2 Indemnity.

Each Party shall defend, indemnify ("Indemnifying Party"), and hold harmless the other Party, its agents, subcontractors, employees, and subsidiaries and Customer and its agents, subcontractors, employees, and subsidiaries (singularly or collectively "Indemnities") from and against all loss, damage, expense, including reasonable attorney's fees, actions and claims for injury to persons, including injury resulting in death, and damage to property arising out of or in connection with the Indemnifying party's, its agent's, subcontractors and/or employee's failure to observe and/or enforce the duties and responsibilities set forth in this Agreement or in any other way related to the Indemnifying party's, its agent's, subcontractors or employee's negligent acts, omissions or performance of its obligations under this Agreement, unless such injury is caused by the sole negligence of Indemnities. If Carrier and Broker or Customer are determined to be jointly negligent, each party shall be responsible for its *pro-rata* share of damages and expenses subject to the terms and conditions set forth herein. This indemnification clause shall survive the termination of this Agreement.

18. LOSS OR DAMAGE LIABILITY.

18.1 Liability.

Carrier shall assume common carrier liability of the Carmack Amendment (codified at 49 U.S.C. § 14706) for Full Actual Value of shipment while shipment is under Carrier's care, custody, or control. "Full Actual Value" shall be defined as the lesser of (i) full actual destination value as determined by shipper's invoice value plus applicable freight charges or (ii) the cost of repair, subject to the maximum amount of Carrier's cargo liability insurance per vehicle as required in this Agreement, reduced by reasonable salvage value of any damaged commodities.

18.1.1 Limitation of Liability.

Carrier's cargo liability will be limited to the maximum amount of Carrier's cargo liability insurance coverage set forth in Section 16 of this Agreement, per vehicle, regardless of any policy limitation of applicability, plus the limits of the insurance provided by Broker, if any. In addition, for any claim arising from reckless, dishonest, or illegal acts of Carrier's agent, subcontractor, or employee, or claim arising from Carrier furnishing contaminated equipment, Carrier shall be solely liable and responsible for such claim. Carrier shall not accept any shipment with a declared or actual value of greater than US\$1 million unless and until Carrier has contacted Broker for instructions. Any limitations of liability that may be incorporated in any contract between shipper and Carrier or on the bill of lading without Broker's knowledge or written consent shall be null and void. Notwithstanding anything to the contrary herein, no limitation of liability shall apply to shipments hereunder, unless expressly and specifically agreed to in writing by Broker and Carrier or by provisions of the Agreement.

19. LOSS AND DAMAGE CLAIMS.

Claims against Carrier for loss or damage shall be processed in accordance with 49 C.F.R. Part 370. The referenced statute shall be the statutory remedy for loss and damage claims.

(a) All claims for recovery by Customer or the owner of the shipment ("Claimant") as provided herein and as to each shipment, must be filed in writing within nine (9) months of the date of delivery or tender of delivery of that shipment reasonably should have been. Broker may assist Claimant in the processing of claims against Carrier or others.

(b) If Carrier fails to pay or declines any claim properly and timely filed for recovery made against it hereunder within thirty (30) days following the date of submission of such claim to Carrier, Broker may terminate this Agreement by sending written notice of termination to Carrier, which termination shall be effective immediately upon receipt of such notice. In addition, Broker shall be entitled to offset the amount of any claims that remain unpaid or unresolved after such 30-day period against amounts owing from Broker to Carrier hereunder.

(c) Actions at law for loss or damage shall be initiated against Carrier no later than two (2) years and one (1) day from the day when written notice is given by Carrier to Claimant that Carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or actions at law are not initiated thereon in accordance with this Agreement, Carrier shall not be liable, and such claims will not be paid.

20. UNDERCHARGE PAYMENT CLAIMS.

Any claim by Carrier to recover undercharges alleged to be due hereunder shall be filed in writing not more than one hundred and eighty (180) days from the date of receipt of the original invoice by Broker with respect to which such charges or undercharges are claimed. Any action at law by Carrier to recover undercharges alleged to be due hereunder shall be commenced within eighteen (18) months from date of delivery or tender of delivery of the associated shipment by Carrier. To the extent permitted by applicable law, the expiration of the said period shall be a complete and absolute defense to any such action, without regard to any mitigating or extenuating circumstances or excuse whatsoever, unless the party named as defendant in any such action has expressly agreed in writing to waive such defense in whole or in part. The provisions of this Section shall survive this Agreement.

21. OVERCHARGE AND DUPLICATE PAYMENT CLAIMS.

The provisions set forth in this Section shall govern the processing of overcharge or duplicate payment claims for freight bills subject to this Agreement. When this Section does not specifically set forth a provision necessary for processing overcharge and duplicate payment claims, the provisions set forth in 49 C.F.R. Part 378 and in 49 U.S.C. § 13710 and § 14705 will govern this Section only. Any claim by Broker to recover overcharges or duplicate payments alleged to be due hereunder shall be filed in writing not more than one hundred and eighty (180) days from the date of receipt of the original invoice by Broker with respect to which such charges or overcharges are claimed. Any action at law by Broker to recover overcharges alleged to be due hereunder shall be commenced within eighteen (18) months from date of delivery or tender of delivery of the associated shipment and an additional six (6) months from date of disallowance of overcharge claim by Carrier. To the extent permitted by applicable law, the expiration of the said period shall be a complete and absolute defense to any such action, without regard to any mitigating or

extenuating circumstances or excuse whatsoever, unless the Party named as defendant in any such action has expressly agreed in writing to waive such defense in whole or in part. The provisions of this Section shall survive this Agreement.

**22. NO LIEN.**

Carrier shall not withhold any shipment due to any dispute with Broker regarding freight charges. Carrier shall have no lien and hereby waives and releases its right to any lien upon any of Broker's or Customer's shipments in its possession.

**23. CONFIDENTIALITY; BACK-SOLICITATION.**

**23.1 Confidential Information.**

Broker and Carrier acknowledge that Carrier during the Term of this Agreement has, may gain, or may require access to certain confidential and proprietary information and trade secrets regarding various aspects of Broker's business as described herein to provide Transportation Services for the mutual benefit of the Parties. Confidential information ("Confidential Information") includes, but is not limited to, Customer lists; transportation vendor lists; marketing strategies; intellectual property; pricing information; business processes; freight invoice transaction information, including but not limited to rates, value, shipper, origin, consignee, destination identity, for any shipment within the scope of Transportation Services; and computer data and calculations which were collected, designed, transformed and developed by Broker. Such information is secret and confidential; is unique and constitutes the exclusive property and trade secrets of the Broker; and use or disclosure other than for the sole benefit of the Broker would be a violation of this Agreement and would cause irreparable injury to the Broker.

**23.2 Disclosure.**

Except to the extent required by law, neither Party shall disclose Confidential Information to third parties without first obtaining the prior written consent of Broker, which if given shall be conditioned upon such third parties signing a confidential agreement in such form and substance satisfactory to Broker. The disclosing Party will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to the foregoing sentence that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Broker, any of the Confidential Information.

**23.3 Back-solicitation.**

Broker has at great expense developed a Customer and Vendor list that is essential to the successful operation of Broker. Except upon a material breach of this Agreement by Broker or prior written authorization by Broker, Carrier expressly agrees it shall refrain from directly soliciting freight business or performing Transportation Service during the Term of this Agreement, or for six (6) months thereafter termination, from any Customer or Vendor which (i) was not solicited by Carrier prior to the Effective Date and (ii) actually tenders at least one (1) shipment to Carrier during the Term of this Agreement. Each shipment handled by Carrier as a result of such solicitation or performance will be considered a separate violation of this provision and damaging to Broker. Each violation shall be subject to appropriate injunctive relief to enjoin Carrier from further soliciting freight from or performing Transportation Service for such Customer or Vendor. In addition, Carrier agrees it shall pay damages to Broker within ten (10) days of each violation in an amount equal to ten percent (10%) of all revenues invoiced by Carrier to a Customer or Vendor.

**24. ASSIGNMENT.**

Neither Party may assign or transfer this Agreement, in whole or in part, or any right, duty, responsibility, obligation, or interest arising hereunder, without prior written consent of the other Party. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto.

**25. WAIVER.**

Carrier and Broker expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of either party to insist upon the other's performance under this Agreement or to exercise any right or privilege, herein, shall not be a waiver of any of the party's rights or privileges herein.

**26. FORCE MAJEURE.**

Neither Carrier nor Broker shall be liable for any delay in the performance of their respective obligations under this Agreement resulting directly or indirectly from or contributed to by any *force majeure*, including, but not limited to, acts of God, acts of the other Party, acts of government or other civil or military authorities, acts of terrorists, fires, accidents, floods, war, riot or other circumstances beyond their reasonable control. Whenever possible, in the event of a *force majeure*, the affected Party shall promptly notify the other Party, stating the reasons for the inability to comply with the provisions of this Agreement. Should Carrier invoke this clause, Broker shall have the right to use other means to fulfill its transportation requirements for shipments made by Broker by such other means during such period of *force majeure*.

**27. ENTIRE AGREEMENT.**

This Agreement is the entire agreement between the Parties and supersedes all earlier agreements, oral or written, if any, with respect of the subject matter. No modification ("Addendum") of this Agreement and no waiver of any its terms, conditions or provisions shall be valid or binding unless in writing duly executed by the authorized representatives of both Parties.

**28. NOTICES.**

Notices required by this Agreement ("Notice") shall be in writing, signed on behalf of the Party giving Notice, and personally delivered or sent by confirmed Fax, by certified mail with postage prepaid or by national overnight courier or delivery service to the telephone numbers or addresses ("Notification Address") listed below or to such other addresses or phone numbers as either Party may furnish the other in writing. Such Notice will be considered as having been given by either Party to the other Party upon making personal delivery to the other Party, upon Fax transmission, upon receipted mailing by certified mail, or upon receipt by an overnight national courier or delivery service at the appropriate Notification Address.

**29. APPLICABLE LAW.**

This Agreement shall be construed in accordance with the laws of the State of Ohio. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in Ohio. In the event any part of this Agreement conflicts with any law, such part shall be severed and the Agreement's remaining provisions shall continue in full force and effect.

**30. HEADINGS.**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

**31. SURVIVAL.**

Notwithstanding any other provisions of this Agreement, the obligations and rights of the Parties under this Agreement shall survive any cancellation of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

For: Broker  
KELLEY LOGISTICS, LLC  
(EIN No.: 31-1000719 )

For: Carrier  
\_\_\_\_\_  
(EIN No.: \_\_\_\_\_ )

By \_\_\_\_\_

By \_\_\_\_\_

Printed: Sue Lindhorst

Printed: \_\_\_\_\_

Title: Vice President of Logistics

Title:

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

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

**BROKER NOTIFICATION ADDRESS:**

**CARRIER NOTIFICATION ADDRESS:**

Kelley Logistics, LLC  
25 South Park Boulevard  
Greenwood, IN 46143  
Telephone: (317) 883-0136  
Fax: (317) 883-0141

Telephone:  
Fax:

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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 for Part II, later.

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

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

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

**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.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.