



5044 Midland Road	Phone: 406-655-0111
P O Box 80166	Fax: 406-655-0122
Billings, MT 59108	www.agexpressinc.net

Welcome to the Agricultural Express-Gravel Division 2016

We are pleased to have you on board! Attached you will find our Standard Truck Hauling Subcontract Agreement. Please do not hesitate to contact us if you have questions.

The following documents are required to complete your contract before placing you on a job:

- ✓ **Standard Truck Hauling Subcontract Agreement**
 - **Must** be signed by an authorized company/carrier representative
 - **Each** section must be initialed and dated
- ✓ **Preferred Carrier Profile**
 - Must be completed in its entirety
 - Must provide a DOT number **and** MC number
 - Copy of you Certificate of Authority
- ✓ **A copy of your Certificate of Liability Insurance naming Agricultural Express Inc., PO Box 80166, Billings, MT 59108 as an Additional Insured/Cert Holder**
 - General Commercial Liability and Auto Liability of \$1,000,000.00
 - Cargo \$30,000 (Needed for any possible asphalt jobs)
 - **A copy of Work Comp Coverage Certificate or an Exemption form from your state of residency and the Hold Harmless Form Signed**
- ✓ **W-9**
 - Must include a valid FEIN number
 - Physical Address
 - Legal name of company
 - Signed by authorized company representative
- ✓ **Copy of all persons who may drive your trucks**
 - CDL (front and back)
 - Medical Card
 - Contact number of **all drivers** in the field (also cell phone carrier)
- ✓ **Copy of truck information**
 - Truck registration that includes the VIN #
 - Truck Number
 - Trailer Number
 - Truck at highest GVW 90,000 to 105,500
- ✓ **TWIC and or TERO (Gravel) cards if possessed**

Please fax all completed forms to 406-655-0122 or email safety@agexpressinc.net. Do not hesitate to call if you have any questions.



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PREFERRED CARRIER PROFILE

Company Legal Name: _____

Mailing Address: _____

Street City State Zip

Contact Name: _____ **Contact Phone:** () _____ - _____

Contact Fax: () _____ - _____ **Contact Email:** _____@_____

Contact Cell: () _____ - _____ **Cell phone carrier:** _____ (needed for texting)

Year of Tractor(s): _____ **Trailer(s):** Side (tri axle) _____ Belly (tri axle) _____

Insurance:

Company: _____ **Phone:** () _____ - _____ **Fax:** () _____ - _____

Truck Numbers: _____, _____, _____, _____, _____, _____, _____, _____.

D.O.T. # _____ **MC#** _____ **FEIN#** _____

Certificate of Authority: Send in copy _____ **Registrations:** Send in Copy(s) _____

Does company have all local, state, and Federal Permits required to Work? YES / NO

State and Regions Company is servicing. _____

Tero Permit _____ **Work Comp Coverage** _____ **TWIC Card** _____

Hauling References:

Company: _____

Contact: _____

Phone: () _____ - _____

Company: _____

Contact: _____

Phone: () _____ - _____

Company: _____

Contact: _____

Phone: () _____ - _____

Company: _____

Contact: _____

Phone: () _____ - _____



Agricultural Express, Inc.
Standard Truck Hauling Subcontract Agreement-2016

This agreement, hereinafter called the Contract, effective this ____ day of _____, 2016 by and between Agricultural Express, Inc. (hereinafter "Ag Express"), a Montana corporation and licensed property broker holding authority conferred by the Federal Motor Carrier Safety Administration (FMSCA) in Docket No. MC-195889 (hereinafter referred to as "Shipper") located at 5044 Midland Road., Billings, MT 59102, and _____ located at _____, a licensed motor carrier (hereinafter referred to as "Carrier").

1. **Carrier** agrees to be bound to Shipper by all terms and conditions, technical and commercial, of the General Contractor and to conform to and comply with their provisions and to assume toward Shipper all the obligations and responsibilities Shipper assumes in and by the General Contractor insofar as they are applicable to this Contract. Where any provision of this Contract is inconsistent with any provision of the General Contractor, the more stringent provision shall govern. (____ Initials)

2. **Scope of Carrier.** Carrier agrees to furnish all supervision, labor, materials, tools, services, equipment and all other items necessary to perform truck hauling listed below in accordance with all applicable plans and specifications.

**** SEE ADDENDUM(S) FOR RATE(S) SENT ON A PER JOB BASIS BY SHIPPER TO THE CARRIER****

Each job will have a different rate of pay and **will require a rate addendum** to be signed by Carrier and returned within 48 hours, before any issuance of payment for that specific job will be made.

If Carrier starts a new job project with Shipper, it is Carrier's responsibility to contact Shipper's home office to ensure Carrier has a **CONTRACT ADDENDUM FOR THE NEW RATE.** (____ Initials)

2.1 **Administration Fee.** A two percent (2%) administration fee (Admin. Fee) will be withheld from all settlements for clerical and administrative cost. (____ Initials)

2.2 **Factoring Companies.** Shipper will pay factoring companies on any/all settlements under this contract owed to the carrier minus any fees, fuel or parts received from Ag Express. All Factoring companies will receive a final settlement weekly from the shipper for work performed by the carrier. (____ Initials)

3. **Dispatching.** Agricultural Express will be implementing an Email/Texting Dispatch system, this system will also be developing into a record keeping system for reporting loads and tonnage. Every carrier will need the following equipment to receive dispatches and complete paperwork for payment.

******Smart Phone or Tablet running at a Minimum the Android 4.1 operating system that can receive text and Emails.******

Dispatchers will send out a mass email or text message letting all carrier not currently assigned to a job the information on an upcoming job. This message will include the number of trucks, type of trucks and pay for that specific job. Once all slots are filled with qualifying equipment (Belly or side dumps, etc.) The job will be closed. So it is imperative that if you are wishing to have your trucks on that job that you responded to the email/text promptly. (____ Initials)

4. Delivery/Completion Schedule. Time is of the essence Carrier shall be required to haul materials on the date or dates and quantities set forth by the General Contractor and as directed by Shipper. (____ Initials)

4.1 The following schedule of delivery dates and production quantities shall be effective in the Contract.
Which can be anytime during a 24-hr period with the quantities set by the General Contractor

Carrier shall perform its work in a diligent, efficient and skillful manner. If at any time Carrier fails to perform its work or furnish sufficient skilled workers, equipment, or materials as determined by Shipper to be necessary to meet the Contract schedule. Shipper may direct Carrier to accelerate its work by whatever means necessary to return the work to the original schedule without an increase in cost to the Shipper. (____ Initials)

4.2 Carrier's equipment must be DOT certified and in good working condition. All equipment used on Shipper's job sites must pass a DOT inspection. Inspection must be completed by an outside authorized/licensed service center. (____ Initials)

4.3 Special Job Requirements. The Carrier is responsible to provide a driver that holds a qualified Commercial Driver's License on **ALL** job sites for Shipper. A copy of the driver's CDL and medical card shall be sent to Shipper's home office to be placed on file for verification of driver qualifications. (Please refer to "**Addendum B**" located on page 11 of this contract for all supporting documentation required to complete contract.

Carrier will provide at their own expense any and all special card requirements for each job: Transportation Worker Identification Credential, aka TWIC card and/or Tribal Employment Rights Ordinance, aka TERO card. No Carrier will be allowed on the job sites until these special cards are purchased when applicable and/or required by Contractor. (____ Initials)

5. Payments. Upon Carrier's presentation of a proper pay request, **Carrier will be paid when the Shipper is paid from the General Contractor (see page 3A)**, according to the Rate Agreement stated in paragraph 2 of this agreement for the work actually performed on the project during the applicable pay period. (____ Initials)

5.1 The Shipper may withhold payment in whole or part of any sum due or claimed by Carrier and to offset any expenses held by Shipper from loss on account of any of the following:

A) Fuel, Parts, Mechanic Labor, Lost Product or any damage created by the carrier but charged to the shipper. These amounts would be deducted from the carrier's settlement.

B) Any Claims done by the carrier but filed against the shipper needs to be processed through carriers insurance company. If not the claim will be deducted from carriers settlement.

C) Failure of Carrier to make prompt payment to his/her employees, suppliers or subcontractors. "Ag Express" reserves the right to make payments jointly to carrier and their employees, suppliers or subcontractors in the event "Ag Express" receives notice or constructive notice that carrier is not making the prompt payments required in this paragraph. (____ Initials)

D) **Truck Lead** certain job will require that we place a Carrier as the "Truck Lead" Responsibilities of the truck lead are as follows:

- Obtain a morning sign in sheet with signatures of all trucks on the job that day
- Submit "Sign In" sheet to Shippers office via picture (dispatch@agexpressinc.net) by 8 am Mountain Time.
- Act as supervisor for trucks on job (Answering question, helping with issues, being in contact with Shipper regarding any issues that may arise.)
- Collecting all paperwork from other trucks at end of day
- Sending in paperwork to Shippers office within designated time frame

If you elect to do the job of Truck lead you will need to complete all the above criteria.

This page is in conjunction with section 4 - Payments

It is known to all parties that the Carrier will be paid by the Shipper when the Shipper has received payment from the Contractor. This can take anywhere from 30 to 60 business days from the time the paperwork is received in the Shippers office and billed out to the Contractor.

*****There will be no early payments made to any carrier for any reason.*****

If the carrier is using a factoring company the factoring company will receive a copy of the settlement from the Shipper "Agricultural Express Inc."

By my signature below I understand the payment procedure of Ag Express.

Carrier Signature

Date

D) Failure by Carrier to diligently prosecute the work and maintain satisfactory progress required to meet the General Contractor's delivery/completion schedule.

E) Any other material breach by Carrier of its obligations under the Contract Documents.

F) In the event any failure to pay a third party or other default by carrier to a third party results in a claim being asserted against "Ag Express", carrier agrees to hold harmless and indemnify "Ag Express" from and for all such claims, including attorneys' fees and costs incurred by "Ag Express" in responding to such claims. (____ Initials)

6. **Changes.** Carrier agrees to make any and all changes, to the equipment that the Shipper may require without nullifying this Contract, at an equitable price adjustment or time extension to which Carrier is entitled. No changes or modifications shall be made without the written authorization of Shipper. (____ Initials)

7. **General Obligations.** Subject to the provisions of this Contract, Carrier shall deliver the material in strict accordance with the applicable documents as specified to the satisfaction of Shipper and shall comply with all Federal and State laws, codes and regulations where the work is to be performed and Carrier shall pay all fees, taxes, including sales and use taxes, and expenses connected with such compliance.

7.1 Carrier agrees to comply with all rules and accepts full and exclusive liability for the payment of all contributions and taxes for unemployment insurance, old age retirement benefits, annuities pension or hereafter imposed by any federal or state government, measured by wages, salaries, or other monies paid to Carrier's employees. Carrier agrees to fully reimburse Ag Express upon demand for the amount thereof, (including penalties and interest) and Ag Express shall have the right to deduct any amount so paid from any sums due Carrier. (____ Initials)

8. **Inspection and Tests.** Carrier shall allow Shipper access to its premises at all reasonable times to inspect the material and shall honor Shippers reasonable requests for information and documentation relating thereof. Shipper specifically reserves the right to reject any and all material which the General Contractor deems to be defective or not in conformance with Contracts and project specifications. (____ Initials)

9. **Waiver.** Shipper's waiver of any breach of any of the provisions of this agreement by Carrier shall not constitute a waiver of any other breach of the same of any other provisions. Shipper's rights and remedies under any provision of this agreement shall be in addition to and not in substitution or limitation of any other right and remedies available to Shipper under applicable law. (____ Initials)

10. **Equal Opportunity.** Carrier, during the performance of this agreement shall take affirmative action to ensure that all employees and applicants are treated without discrimination with regard to race, color, creed, age, sex or national origin; shall comply with all Federal, State and local laws, ordinances, orders and regulations; shall be and remain qualified by all applicable EEO agencies and shall certify that it does not maintain or provide for its employees any segregated facilities at any of its establishments as required by law, ordinance, order or regulations. Carrier agrees to comply with any specific requirements of the Contract regarding equal opportunity and affirmative action. (____ Initials)

12. **Safety and Health.** Carrier shall take all precautions in the performance of its work to protect the safety and health of employees and the public and shall comply with all safety and health measures initiated by Shipper or required by the Contract and shall comply with all applicable laws, codes, ordinance rules, regulations, and lawful orders of any public authority for the safety of persons or property.

Carrier shall be solely responsible for the protection and safety of its employees, for the first selection of all safety methods and means, for required safety reports and records, for daily inspection of its work area and its employees' safety equipment and for the continual instruction of its employees on health safety, including weekly safety meetings. When so ordered, Carrier shall stop any part of the work that Shipper deems unsafe until corrective measures satisfactory to Shipper have been taken. Failure on the part of Shipper to stop unsafe practices shall in no way relieve Carrier of its responsibilities, Carrier shall indemnify, defend and hold Shipper and Contractor and their agents and employees harmless from and against all claims, damages, losses, fines, and expenses, (including, without limitations, legal fees, costs and disbursements) arising out of Carrier's failure to comply with the provisions of this paragraph. (____ Initials)

13. **Environmental.** Carrier shall take all precautions in the performance of its work to protect at all times environment and shall comply with all environmental requirements initiated by the Shipper, to include but not limited to: requirements of Contract documents, all applicable laws, codes, ordinance rules, regulations, and lawful orders of any public or regulatory authority for the safety of persons or property.

Carrier agrees to work site inspections by Shipper at any time, to notify Shipper in the event of release of materials to the environment and further agree to take appropriate action to protect the environment in the work area as deemed necessary by Shipper's representatives.

14. **Performance.** Carrier is an independent contractor and not an agent or employee of Ag Express. Work is to be entirely under Carrier's supervision and control. Carrier shall recognize any apparent risk and take precautions to eliminate or minimize it.

14.1 Carrier shall not assign or sublet any rights and/or obligations without Ag Express' prior written consent. (_____ Initials)

14.2 Shipper will not place other carrier or carrier equipment on a job contracted by the Shipper. All equipment must be owned by Contracted Carrier or proof of lease agreement (copy of lease and picture of equipment showing "leased to") must be present in the carriers file prior to working on any job for the Shipper.

15. **General Terms.** Neither Party shall be liable for default or delay in performing if caused by fire, strike, riot, war, act of God, governmental order or regulation implemented after the date of this Contract, complete or partial shutdown of plant due to lack of sufficient materials or power beyond the control of the Party, or any other event beyond a Party's reasonable control.

15.1 Ag Express reserves the right to cancel this order at any time and its liability shall not exceed Carrier's unrecoverable costs incurred prior to cancellation.

15.2 Ag Express will contract only on the terms offered here, which constitute the entire agreement of the parties and Carrier's acceptance is expressly limited to them. Any terms in Carrier's acceptance which is additional to, different from, or in conflict with these terms is deemed material alteration and is objectionable and rejected. Ag Express acceptance is expressly conditional on Carrier's adherence to these terms. Carrier's forms and documents will be for record and accounting purposes only. Any modification or waiver must be expressed in writing and separately signed by Ag Express. (_____ Initials)

16. **Laws and Policies.** Carrier shall comply, where and as applicable, with the following Sections and Parts of Title 41 of the Code and Federal Regulations: Section 1.4 (Equal Opportunity), 60-1.7 (Reports and Other Required Information), 60-1.8 (Non-Segregated Facilities), 60-1.40 (Affirmative Action Programs), 60-1.42 (Notices to be Posted), 60-250 (Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of Vietnam Era), 1-1.2302 (Environmental Protection). Carrier shall also comply, where and as applicable, with the following sections of Title 48 of the Code of Federal Regulations: 52.223-2 (Clean Air and Water) and 52.223-3 (Hazardous Material Identification and Material Safety Data). All of the foregoing and hereby incorporated by reference to the extent applicable. The parties agree that any disputes arising under this agreement will be determined under Montana law, and that the jurisdiction and venue that any such dispute shall be exclusively in Billings, Yellowstone County, MT.

16.1 Carrier agrees to defend, release, indemnify and hold Ag Express and the General Contractor and their respective employees, officers, directors and agents harmless from any and all claims, liability and causes of action of all kinds, including without limitation, claims of damage to or loss of property of Ag Express or others, injury, illness, or death arising out of or being in any way connected with the Carrier's operations under this agreement, except for matters shown by final judgment to have been caused by the sole negligence or willful misconduct of Ag Express. This indemnification shall be effective to the maximum extent permitted by law.

16.2 Carrier agrees to defend, indemnify and hold Ag Express harmless from and against any and all loss, damage, liability, or expense (including without limitation, attorney's fee) by reason of any actual or alleged infringement of any patent, copyright or other proprietary right of a third party arising out of any work done by Carrier. (____ Initials)

17. **Insurance.** Prior to the start of any work described by this Contract, the Carrier agrees to obtain and maintain insurance acceptable to Ag Express with regard to Job Projects, Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance on all owned, non-owned and hired vehicles. Failure by Carrier to obtain or maintain any insurance coverage(s) as required by this Contract shall constitute termination of such Contract.

Ag Express, Inc. shall be listed as additional insured/cert holder on each of these insurance policies except for Workers Compensation Insurance.

17.1 The policies shall be written with limits of liability not less than the following:
(____ Initials)

A. Commercial General Liability including Premises Operation and Completed Operations:

Bodily Injury & Property Damage: \$1,000,000 per Occurrence

\$1,000,000 Aggregate for Bodily Insurance and
Property Damage, including Personal Injury.

B. Automobile Liability:

\$1,000,000 Combined Single Limit for Bodily Injury
and Property Damage on all Owned, Non-Owned, and
Hired Vehicles.

C. Cargo:

\$30,000 cargo insurance

D. Worker's Compensation: Statutory coverage in accordance with the laws of the state and/or states in which the work is to be performed. The certificate must show the state where the Project is located and the Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

Before commencement of work, Carrier shall furnish Certificates of Insurance acceptable to Ag Express that provides that all coverage will not be cancelled prior to thirty (30) days advanced written notice to Ag Express. (____ Initials)

18. Carrier shall provide Ag Express office with their truck/trailer number, VIN number, registration, driver's name, cell phone number and a copy of drivers CDL and medical card. (____ Initials)

19. **Safety.** Safety Vest, Eye Goggles, Hard Hats, Ear Plugs, and First-Aid kits are required in each truck in compliance with Contractors on-site-safety regulations. (____ Initials)

20. **Contract Terms and Conditions Listed Below:** Shipper and Carrier agree to be bound by these Terms and Conditions for Truck Hauling: (____ Initials)

20.1 **Daily truck time sheets**, with truck and trailer number, driver name, hours worked or tonnage hauled shall be signed by Contractor and turned into Ag Express' Project manager/Job Boss **on a daily basis** for project record and payment.

20.2 **Time Sheets** and/or **Tonnage** weight tickets must be turned in **DAILY** and/or **NO later than 24 HOURS after** the date of work per the Time Sheets and Tonnage weight tickets. **No time sheets and/or tonnage weight tickets will be paid if turned in late: After 24 HOURS after the date of work per contractor's Time Sheet/Tonnage weight tickets.**

Time Sheets/Tonnage weight tickets must be turned in daily to Ag Express Job Bosses or assigned representative for Ag Express for payment. **If there is no Job Boss available at the end of day. You will need to call the office first thing on the next business day morning for instruction on how to get paperwork turned in.**

Any tickets not turned in before the fiscal month is closed will not be processed for payment. It is the carriers responsibility to make sure all tickets are accurate and turned in within the required time frame as shown above. (____ Initials)

20.3 Maximum legal weight must be hauled on all tonnage jobs. (____ Initials)

20.4 Trailer tarps are required by Contractor(s) and by state law. (____ Initials)

20.5 Billing hours are based on onsite hours of service and signed by "Pit-boss" with Contractor. If the Contractor uses their company bill of lading or time sheets for work performed and pay Shipper off the Contractor's company time sheet/bill of lading, Ag Express will pay the Carrier based on the hours signed by the Contractor **on the Contractor's time sheet/bill of lading. Pay begins when the first load is picked up.** Travel time if allowed will be dictated by customer on a per job basis. (____ Initials)

21. No Disclosure Clause. Ag Express will make available to the certain Carrier Confidential Information of the Shipper, previously non-disclosed to him or her, which will enable him or her to optimize the performance of his or her duties to the Shipper. In exchange, the Carrier agrees to use such Confidential Information solely for the Shipper's benefit. Notwithstanding the preceding sentence, the Carrier agrees that upon the expiration (one year from date contract signed) or termination of the Contract, the Shipper shall have no obligation to provide or otherwise make available to the Carrier any of its Confidential Information. "Confidential Information" means any Shipper proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Shippers on whom the Carrier called or with whom he or she became acquainted during the term of the contract), markets software, developments, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Carrier by the Shipper either directly or indirectly in writing, orally or observation of parts or equipment. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act or omission of the Carrier or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof. (____ Initials)

21.1 Strictest Confidence. The Carrier agrees at all times during the term of engagement pursuant to the Contract with the Shipper and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of the Shipper, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Shipper, any Confidential Information of the Shipper. (____ Initials)

21.2 Limited Time and Duration. The undersigned Carrier hereby agrees that during the course of the Contract and for a period of twelve (12) months immediately following the expiration or termination of the Contract for any reason, whether with or without good cause or for any or no cause, at the option either of the Shipper or the Carrier, with or without written notice, the Carrier will not compete with the Shipper and its successors and assigns, without the prior written consent of the Shipper. (____ Initials)

21.3 Solicitation of Employees. For a period of twelve (12) months immediately following the expiration or termination of the Contract for any reason, whether with or without good cause or for any or no cause, at the option of either party, with or without notice, the Carrier will not hire any employees of the Shipper and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Shipper's employees to leave its employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Shipper, either on behalf of the Carrier personally or for any other person or entity. (____ Initials)

23. Carrier Contact Information.

Contact Person: _____

Cell Phone Number: _____

Alternate Contact Person: _____

Cell Phone Number: _____

Billing Address: _____

City/State/Zip: _____

Email: _____

Office Phone Number: _____

Federal Tax ID Number: _____ (required for payment)

MC Number: _____

IN WITNESS WHEREOF, THE Shipper and Carrier have executed this agreement effective as of the date signed below.

Agricultural Express, Inc.

Carrier Name

Shipper Name

Signature

Signature

Printed Name

Date

Printed Name

Date

ADDENDUM B

The following documents are required to complete your contract before placing you on a job:

- ✓ **Standard Truck Hauling Subcontract Agreement** (____ Initials)
 - **Must** be signed by an authorized company/carrier representative
 - **Each** page must be initialed and dated

- ✓ **Preferred Carrier Profile** (____ Initials)
 - Must be completed in its entirety
 - Must provide a DOT number **and** MC number
 - Copy of you Certificate of Authority

- ✓ **A copy of your Certificate of Liability Insurance naming Agricultural Express Inc., PO Box 80166, Billings, MT 59108 as an Additional Insured/Cert Holder** (____ Initials)
 - General Commercial Liability and Auto Liability of \$1,000,000.00
 - Cargo \$30,000 (Needed for any possible asphalt jobs)
 - **A copy of Work Comp Coverage Certificate or an Exemption form from your state of residency and the Hold Harmless Signed**

- ✓ **W-9** (____ Initials)
 - Must include a valid FEIN number
 - Physical Address
 - Legal name of company
 - Signed by authorized company representative

- ✓ **Copy of all persons who may drive your trucks** (____ Initials)
 - CDL (front and back)
 - Medical Card
 - Contact number of **all drivers** in the field (also cell phone carrier)

- ✓ **Copy of truck information** (____ Initials)
 - Truck registration that includes the VIN #
 - Truck Number
 - Trailer Number
 - Truck at highest GVW 90,000 to 105,500

- ✓ **TWIC and or TERO (Gravel) cards if possessed** (____ Initials)

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																													
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;">-</td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;">-</td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> <p style="text-align: center;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;">-</td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> <td style="width: 25px; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>	Social security number				-			-															Employer identification number				-																	
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<i>Note.</i> If the account is in more than one name, see the instructions for line 1 and 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.	

Sign Here	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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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-INT (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? on page 2.

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?* on page 2 for further information.



HOLD HARMLESS FROM WORKERS COMPENSATION CLAIMS WAIVER OF COVERAGE

Attention: Carrier

If you have no employees and have elected to not purchase work comp on yourself, partners, corporate officers etc. then you must provide our company with an **Independent Contractor Exemption Certificate** from **The Montana Department of Labor and Industry** or that which is required by the law(s) of the your (Carrier's) residing state.

Therefore, consider this Hold Harmless agreement in that by signing below you, your company and or your company driver (s) WILL NOT HOLD Agricultural Express, Inc. responsible for any work related vehicle accident or product handling related injury to your driver while on contract to haul for Agricultural Express, Inc.

Signature of Authorized Company Representative

Date

CARRIER _____

MC# _____

FED ID# _____