

Eliason Logistics, LLC

Eliason must receive original paperwork before any payment is made.

PO BOX 250 Tremonton, UT 84337

800-760-8135 * 435-257-4500 * Fax 435-257-0181 AFTER HRS. 435-282-0021

Dispatch Email: TravisJohnson.ERT@gmail.com

Billing Email: EliasonBOL@gmail.com

	Carrier profile
	Signed Copy of Broker/Carrier Agreement
	Completed W-9 Form
	Scan N Go Agreement
	Copy of Original Operating Authority and MC #

	Liability Insurance Certificate
	Naming Eliason Logistics, LLC as Certificate Holder
	Combined single limit minimum of \$1,000,000

	Cargo Insurance Certificate
	Naming Eliason Logistics, LLC as Certificate Holder
	\$100,000 minimum with no cargo exclusions

	Workers Comp Policy
	Naming Eliason Logistics, LLC as Certificate Holder

<i>References</i>	
SHARPS TRANSPORTATION	STOKES TRUCKING
CONTACT: ZAN	CONTACT: JIMMY
PHONE #800-258-2074	PHONE #435-458-2668
SUMMERS TRUCKING	LUNKWITZ TRUCKING
CONTACT: EVAN	CONTACT: GREG
PHONE #801-750-7456	PHONE #801-580-8398

<i>States Licensed in</i>												
AL	AR	AZ	CA	CO	GA	IA	ID	IL	IN	KS	KY	LA
MD	MI	MN	MO	MS	MT	NC	ND	NE	NM	NV	OH	OK
OR	PA	SC	SD	TN	TX	UT	VA	WA	WI	WV	WY	

BILLING INFORMATION

TRANSFLO EXPRESS at not cost to you SCAN COVER SHEET & **ALL** DOCS
COVER SHEET W/ Reference Carrier Name & Load number and transflo bar
Scan all bill of ladings, proof of delivery, lumper, and invoice
Carrier may fax or email invoice once paperwork is scanned.

As long as the BOLs, and lumpers are legible you will be set to pay with the payment terms.

o Quickpay for a fee of 3 percent, for payment within 1 day of clean BOLs.

o Regular 30 days from the date of receipt of clean BOLs.

If lumpers are not authorized **AND** turned in with the bills they will not be reimbursed. If there are discrepancies on the bills then payment may be delayed.

We have made this process SUPER SIMPLE for the drivers and should only take a few short minutes of their time benefiting both sides!

You can choose to mail in the required documents but that will delay your payment.

Initials

Date

Eliason Logistics, LLC

CARRIER PROFILE

MC #	FED ID #	DOT #	SCAC #	INS EXP DATE
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CARRIER NAME:	PHYSICAL ADDRESS	MAILING ADDRESS
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DISPATCH CONTACT	E-MAIL
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WATTS PHONE #	LOCAL PHONE #
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FAX #	MOBILE PHONE #
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PAYMENT INFO:

CHECK PAYABLE TO	MAILING ADDRESS
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PAYMENT TERMS			CONTACT PERSON
FROM THE DATE OF RECEIVING ORIGINALS			
1DAY 3% FEE	15 DAYS 2% FEE	30 DAYS NO FEE	PHONE #
			Email:

EQUIPMENT SUMMARY:	NUMBER OF TRACTORS		NUMBER OF TRAILERS	
	OVER THE ROAD	#	TYPE	SIZE
	LOCAL	#	REEFER #	48 53
			DRY VANS #	48 53
			OTHER	

DRIVER CONTACT:	SATELLITE: Y/N	PAGERS: Y/N	MOBILE #: Y/N
CURRENT OPERATING REGIONS		PREFERRED OPERATING REGIONS	
HOW DID YOU HEAR ABOUT ELIASON'S?			

CREDIT REF:	BANK NAME	CITY / ST	FAX #	PHONE #
TRADE REF:	NAME	CITY / ST	FAX #	PHONE #
TRUCKING CO				
TRUCKING CO				

Initials

Date

Eliason Logistics, LLC

BROKER/CARRIER AGREEMENT

PAGE 1 OF 2

This Master Agreement, between Eliason Logistics, LLC, a Utah Company doing business as
Eliason Logistics, LLC MC # 447745.
hereinafter designated as "Broker" and

MC Permit #	
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hereinafter designated as "Carrier".

WITNESSETH:

- "Carrier" is a *contract carrier of property*, authorized by Permit MC number stated above (a copy of which is attached hereto and made a part hereof) to provide transportation of property to meet the distinct needs of the "Broker," And
- "Broker" is a *duly licensed motor carrier broker*, licensed to arrange for the transportation of property by License MC number stated above (a copy of which license is attached hereto and made a part hereof).
- "Broker" shall *tender for transportation* and "Carrier" shall *transport*, subject to availability of "Carrier's" equipment, a series of shipments meaning not less than three (3) shipments per year throughout the duration of this contract.
- "Carrier" shall *at all times during the life of this Agreement carry the following insurance coverage:*
 - For *Public Liability and Property Damage with a combined single limit of \$1,000,000*. Such insurance policy shall name the "Carrier" and the "Broker" as insured with respect to liabilities for personal injury, including death and property damage arising out of the ownership, maintenance, use or operation of the equipment.
 - For *All Risk Cargo Coverage* with a minimum of \$100,000 to compensate "Broker," Owner, or Consignee whenever release value Bill of Lading are utilized. Whenever a valuation in excess of release value is declared on "shipper's" Bill of Lading, "Carrier" shall provide evidence of All Risk Common Carrier Liability Cargo insurance to the "Broker" for the full value declared prior to movement of the shipment. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2(b), and shall have no exclusions of any description.
 - "Broker" shall be named as *additional insured for the public and property damage liability and all risk cargo insurance* described in sub paragraphs (a) and (b) above, as such "Carrier" shall cause its insurance agent/company to provide "Broker" a standard certificate of insurance evidencing such insurance. In addition to naming "Broker" as an additional insured to the policy, the certificate must provide "Broker" with thirty (30) days minimum notice of cancellation/non-renewal and expressly waive the "other insurance" clause in the case of cargo and auto liability insurance. All such insurance provided by "Carrier" shall be deemed to be primary in the event of any loss or damage.
 - "Carrier" *agrees to defend and hold harmless "Broker" against loss, damage, or delay claims on each shipment transported by "Carrier"* pursuant to this contract and shall be liable as a common carrier and insurer of the shipment. "Carrier" further agrees to defend and hold harmless "Broker" from any and all liability costs and damages arising out of "Carrier's" operations hereunder, including but not limited to all road, fuel, and other taxes, fees or operating permits related to the shipment transported by "Carrier" as arranged by "Broker". Except as otherwise provided herein, each party hereto shall indemnify and hold harmless the other party hereto from and against all loss, damage, fines, expense, actions, and claims for injury to persons (including injury resulting in death) and damage to property, caused by the acts or omissions of such party, its agents or employees.
- As full *compensation for the services provided by "Carrier"* pursuant to the terms and conditions of this contract "Broker" shall pay to "Carrier" in accordance with the rates and charges as provided in this contract. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contracts shall be reduced to writing and signed by the parties prior to actual movement of freight by "Carrier". Signed written agreements may be transmitted between the parties by fax, electronically or by US Mail.
- "Carrier" shall assume *full responsibility* for, and shall pay, all State and Federal Taxes, assessments, insurance (including but not limited to *worker's compensation, unemployment compensation, disability, old age pension, and social security insurance*) and other financial obligations arising out of the transportation performed hereunder.
- "Carrier" shall, on each movement, issue a uniform (standard) Bill of Lading and the *traffic shall move under the terms and conditions* of the said bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims.
- "Broker" agrees to pay "Carrier" for the applicable freight charges under this contract *within thirty (30) days of the receipt by "Broker" of "Carrier's" freight bill, Bill of lading, delivery receipt, and lumper receipt (if applicable)*. The Bill of Lading shall note that the shipments were transported by the "Carrier" acting as a carrier, and that the shipment was arranged by the "Broker," acting as a broker.

Initials

Date

- 9. "Carrier" hereby releases the services of "Broker" as its agent for the solicitation and dispatch of merchandise available for transportation by motor vehicle with full power and authority to act in "Carrier's" behalf for the sole purpose of securing merchandise and accepting payment for transportation. "Carrier" authorizes "Broker" to invoice shipper, receiver, consignor, or consignee for freight charges as an agent for and on behalf of "Carrier". "Broker" is hereby authorized and empowered to keep any amount over the charges agreed to with the "Carrier" as its commission fee. Payment for the freight charges to "Broker" shall relieve shipper, receiver, consignor, or consignee of any liability to the "Carrier" for nonpayment of charges.
- 10. Neither party hereto will be liable for the failure to tender or timely transport freight under this contract if such failure, delay or other omission is caused by *strikes, acts of God, war accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.*
- 11. "Carrier shall be liable to "Broker" for loss or damage to any property transported under this contract. Such liability shall begin at the time the freight is loaded in or on "Carrier's" equipment at the point of origin, and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop-off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s).
- 12. "Broker" shall submit to "Carrier" written notice of any cargo claims, including loss or expenses resulting from "Carrier's" delay in providing service, within twelve (12) months of the delivery date of the shipment, or if no delivery date, the date of the occurrence resulting in the claim. The filing, processing and disposition of all claims by "Carrier" shall be governed by 49 C.F.R. 1005 et seq.
- 13. The relationship of the "Carrier" to the "Broker" shall, at all times be *that of an independent contractor*, except that the "Broker" shall be the agent for the "Carrier" for the collection of charges.
- 14. "Carrier" specifically agrees that all freight tendered to it through the "Broker" shall be transported on equipment operated only under the authority of the "Carrier," and that "Carrier" shall *not in any manner subcontract, broker or in any other form, arrange for the freight to be transported by a third party without the specific written consent of "Broker"*.
- 15. "Carrier" agrees that *it will not "back solicit" traffic from any shipper, consignor, consignee, or customer of "Broker"* where the availability of such traffic first became known to "Carrier" as a result of "Broker's" efforts, or the traffic was first tendered to "Carrier" by "Broker". If "Carrier" violates the provisions of this paragraph, "Carrier" agrees to pay "Broker" as liquidated damages and not as a penalty, an amount equal to ten (10) percent of all freight charges billed by "Carrier" on each load of "back solicited" traffic for a period of eighteen months from the date of such violation.
- 16. This Agreement shall be construed in accordance with the laws of the State of Utah. *All civil actions filed as a result of disputes arising out of this Agreement shall be filed exclusively in the court of proper jurisdiction of the courts of Utah and appoints the Secretary of State of Utah as its agent for service in this regard to so serve if there is no other duly appointed agent for the service in Utah for "Carrier"*.

The terms of this contract shall commence on the _____ day of _____, 20____, and shall remain in full force for a period of twelve (12) months from its effective date and from year to year thereafter, provided however, that either party may terminate this contract upon not less than thirty days prior written notice to the other party.

BROKER:

Eliason Logistics, LLC

PO BOX 250

Tremonton, UT 84337

DATE: _____

BY: Derek Eliason / Travis Johnson

TITLE: Vice President / Load Coordinator

CARRIER:

Name: _____

Physical Address: _____

DATE: _____

BY: _____

TITLE: _____

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PO BOX 250 Tremonton, UT 84337

800-760-8135 * 435-257-4500 * Fax 435-257-0181 AFTER HRS. 435-282-0021

Dispatch Email: TravisJohnson.ERT@gmail.com

Billing Email: EliasonBOL@gmail.com

Initials

Date

Eliason Logistics, LLC
Tremonton, UT
Phone 435-257-4500 * Fax 435-257-0181
Email: Eliasonbol@gmail.com

ATTENTION ALL CARRIERS

In order to speed up paperwork and payment we have implemented the TRANSFLO program

Scan in Load Sheet and all paperwork together including lumper.

Please scan the bill of lading and proof of delivery, lumper receipt, and invoice.

Use the Carriers name and Eliason Load number (starting with the last zero...for example load #0024234 use 01234.)

THIS IS AVAILABLE AT NO COST TO YOU!

If the driver does not have an invoice the office can then choose to fax or email the confirmation sheet and invoice to the Tremonton branch.

As long as the BOLs, and lumpers are legible you will be set to pay with the payment terms agreed upon.

- o *Quickpay for small fee of THREE percent, for payment within ONE day of clean BOLs. PLEASE WRITE QUICKPAY ON INVOICE!*
- o *Regular 30 days from the date of receipt of clean BOLs.*

If lumpers are not approved and turned in with the bills they will not be reimbursed. If there are discrepancies on the bills then payment may be delayed.

We have made this process SUPER SIMPLE for the drivers and should only take a few short minutes of their time benefiting both sides!

ANY QUESTIONS PLEASE FEEL FREE TO CALL OUR OFFICE...Brandi, Kate, or Kati may assist you!

Eliason Logistics, LLC

Carrier Insurance Request

PLEASE FAX THIS LETTER TO YOUR INSURANCE AGENT

Attention Insurance Co	Phone	Fax
Insured Carrier Name	Phone	Fax

RE: CERTIFICATE OF INSURANCE

Dear Insurance Agent:

This fax is to request a signed, certificate of insurance on the above Insured. Please include the following information:

<p>Coverage (whichever applies) Auto liability (min \$1,000,000 policy – U.S. funds) Cargo liability (min \$100,000 policy – U.S. funds) Reefer Breakdown \$50,000</p>	<p>Canadian Coverage (whichever applies) Auto liability (min \$2,000,000 policy – U.S. fund equivalent) Cargo liability (min \$200,000 policy – U.S. funds equivalent) Reefer Breakdown \$100,000</p>
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1. Please make out the Certificate to the following company:
Eliason Logistics, LLC
PO Box 250
Tremonton, UT 84337

1. It is required that the above-listed company in item 2 be named as ADDITIONAL INSURED or be named CERTIFICATE HOLDER with a 30-day cancellation notice. THE CERTIFICATE(S) MUST BE SIGNED.
2. Please indicate whether the Insured has ALL RISK or the BROAD FORM type of cargo insurance.

Note to Insurance Agent * **Please FAX the requested information to:**

Eliason Logistics, LLC
 PO Box 250
 Tremonton, UT 84337
 Fax # 435-257-0181

Please call 435-257-4500 if you have any questions. Thank you for your quick response.

 Initials

 Date

Eliason Logistics

Carrier Contract Rate Changes

Name of Carrier

Authorized Rep / printed name

Today's Date

RATES: % of line haul to be withheld

Check all that apply

	CURRENT	CHANGES	
		ADD	DELETE
Flat Line + FS			
Dispatch Fee = 10%			
ERT Trailer = 10%			
Quick Pay = 3%			
EFS Card = 2%			

Trailer may only be dropped in Eliason Yard

All Eliason trailer Drop & Hook's and Maintenance must be authorized by Brett

All receipts must be turned in for reimbursement

Certificate from insurance showing Bailey's coverage (non-ownded trailer coverage)

Authorized Rep/ Signature

Effective Date

load #	Driver	Trk	Trl

load #	Driver	Trk	Trl

Agreed with Eliason's Rep

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
January 03, 2003

LICENSE

MC-447745-B

ELLASON LOGISTICS LLC

TREMONTON, UT

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

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

A handwritten signature in cursive script that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

8. Trustee shall immediately give written notice to the FHWA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FHWA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FHWA's Washington, D.C. office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FHWA upon request.

12. This agreement shall be governed by the laws in the State of CALIFORNIA, to the extent not inconsistent with the rules and regulations of the FHWA.

This trust fund agreement is effective the 30th day of Dec. 2002 at 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 30th day of Dec. 2002

Name: ELIASON LOGISTICS LLC
18 N 200 E Ste 314
Address: Tremont, UT 84337

Telephone: (435) 257-4500

By: _____
SHANE D. ELIASON

Witness: _____
(Signature and Title)

Name: OASIS CAPITAL, LLC
ONE CENTERPOINTE Dr. 210
Address: La Palma, Ca. 90623

Telephone: (714) 690-3762

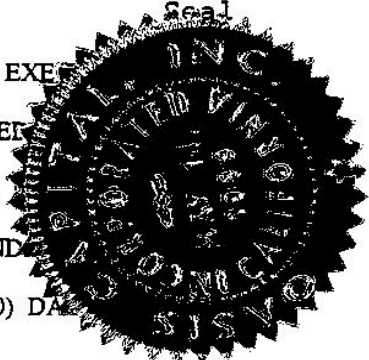
By: _____
JENNIFER L. WARREN, PRES.

Witness: _____
(Signature and Title)

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON _____ DAY OF _____, _____ IS HEREBY CANCELED IN COMPLIANCE WITH THE FHWA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) EFFECTIVE AS OF THE _____ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FHWA.



DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR