

Eliason Logistics, LLC

Big Enough to Serve You, Small Enough to Care!

PO BOX 250 Tremonton, UT 84337

435-257-4500 * Fax 435-257-0181 * AFTER HRS 435-257-4500

| Load Coordinating | Dispatch | HR/Safety | Billing |
|--|--|--|--|
| Derek@Eliason.team 435-230-8026 | Kutter@Eliason.team 435-257-1417 | Mike@Eliason.team 435-230-8265 | BOL@Eliason.team 435-257-1858 |
| Jared@Eliason.team 435-230-8413 | Denise@Eliason.team 435-257-1327 | Shop | Dispatch ALL |
| Dale@Eliason.team 435-230-8247 | Diane@Eliason.team 435-230-8151 | Shop@Eliason.team 435-230-8416 | Dispatch@Eliason.team |

| | |
|--|---|
| | Carrier profile |
| | Signed Copy of Broker/Carrier Agreement |
| | Completed W-9 Form |
| | Transflo / Billing 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 |
| | LISTING ELIASON LOGISTICS AS AN ADDITIONAL INSURED |
| | CARGO Insurance Certificate |
| | Naming Eliason Logistics, LLC as Certificate Holder |
| | \$100,000 minimum with no cargo exclusions |
| | LISTING ELIASON LOGISTICS AS AN ADDITIONAL INSURED |
| | WORKMAN'S COMP POLICY |
| | Naming Eliason Logistics, LLC as Certificate Holder |
| | LISTING ELIASON LOGISTICS AS AN ADDITIONAL INSURED |

| | |
|------------------------------|------------------------|
| <i>References</i> | |
| SHARPS TRANSPORTATION | STOKES TRUCKING |
| CONTACT: ZAN | CONTACT: JIMMY |
| PHONE #800-258-2074 | PHONE #435-458-2668 |

| | | | | | | | | | | | | |
|---------------------------|----|----|----|----|----|----|----|----|----|----|----|----|
| <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

Eliason must receive original bill of ladings before any payment is made

TRANSFLO EXPRESS at no 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 small 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.

Initials _____

Date _____

Eliaison Logistics, LLC

CARRIER PROFILE

| | | | | | |
|------|-------|----------|------|-----------------|-----------------|
| MC # | DOT # | FED ID # | SCAC | INS EXP DATE | WCF EXP DATE |
|------|-------|----------|------|-----------------|-----------------|

| | | |
|---------------|------------------|-----------------|
| CARRIER NAME: | PHYSICAL ADDRESS | MAILING ADDRESS |
|---------------|------------------|-----------------|

| | |
|------------------|--------|
| DISPATCH CONTACT | E-MAIL |
|------------------|--------|

| | |
|---------------|---------------|
| WATTS PHONE # | LOCAL PHONE # |
|---------------|---------------|

| | |
|-------|----------------|
| FAX # | MOBILE PHONE # |
|-------|----------------|

PAYMENT INFO:

| | |
|------------------|-----------------|
| CHECK PAYABLE TO | MAILING ADDRESS |
|------------------|-----------------|

| | |
|--|-------------------|
| PAYMENT TERMS FROM THE DATE OF RECEIVING ORIGINALS | CONTACT PERSON |
|--|-------------------|

| | | | |
|-------------|--|----------------|---------|
| 1DAY 3% FEE | | 30 DAYS NO FEE | PHONE # |
|-------------|--|----------------|---------|

| | |
|--|--------|
| *****See rate sheet for more info***** | Email: |
|--|--------|

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

| | | | |
|------------------------|----------------|-------------|---------------|
| DRIVER CONTACT: | SATELLITE: Y/N | PAGERS: Y/N | MOBILE #: Y/N |
|------------------------|----------------|-------------|---------------|

| | |
|---------------------------|-----------------------------|
| CURRENT OPERATING REGIONS | PREFERRED OPERATING REGIONS |
|---------------------------|-----------------------------|

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|-----------------------------------|--|
| 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

Updated 2/16/18

PAGE 1 OF 2

This Master Agreement, between Eliason Logistics, LLC, a Utah Company doing business as

Eliason Logistics, LLC PO Box 250 Tremonton, UT 84337
MC # 447745

hereinafter designated as "Broker" and hereinafter designated as "Carrier".

| Carrier Name | MC Permit # |
|--------------|-------------|
| | |

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).
- "Carrier" shall *at all times during the life of this Agreement carry the following insurance coverage and list Eliason Logistics as a certificate holder and additional insured*:
 - 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 or Workers Comp Waiver (renewed annually) and Occupational Accident Policy, 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 following date:

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

ELIASON REP BY: _____

TITLE: _____

DATE: _____

CARRIER:

Company Name: _____

CO Rep Name: _____

TITLE: _____

Physical Address: _____

Signature: _____

Eliason must receive original bill of ladings before any payment is made.
PO BOX 250 Tremonton, UT 84337
435-257-4500 * Fax 435-257-0181 * AFTER HRS. 435-257-4500

Dispatch Email: Dispatch@Eliason.Team
Billing Email: BOL@Eliason.Team

Initials

Date

Eliason Logistics, LLC

Contractor 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:

| | |
|---|--|
| 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 Bailees – Non-Owned Equipment coverage \$65,000 WCF – Workman’s Comp Certificate OR Workers Comp Waiver & Occ Acc Policy Certificate | 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 |
|---|--|

- Please list the following company as an *additional insured* **AND** *certificate holder*:
Eliason Logistics, LLC
PO Box 250
Tremonton, UT 84337

It is required that the above-listed company in item 2 be named as **ADDITIONAL INSURED AND** be named **CERTIFICATE HOLDER** with a 30-day cancellation notice. **THE CERTIFICATE(S) MUST BE SIGNED.**

Please indicate whether the Insured has ALL RISK or the BROAD FORM type of cargo insurance.

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

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

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

Initials

Date

Eliason Logistics, LLC

Request Cert for Workmans Comp or Occupational Accident Policy

As a requirement to do business with Eliason Logistics, all Service Providers must abide by the Worker's Compensation ("WC") laws as governed by the applicable state. To meet our requirements, Eliason Logistics will need evidence that your company has an active Worker's Compensation policy. In the event that your company is not required to carry WC, you are required to sign the Indemnify and Hold Harmless statement below. Please forward a copy of your certificate of insurance evidencing your WC coverage or a signed copy of this letter to Eliason Logistics.

| |
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| |
|--|

Contractor Company Name

Understands and agrees that Eliason Logistics is not a carrier and that no subcontractor relationship exists between our company and Eliason Logistics. We further agree that we shall indemnify and hold harmless Eliason Logistics from all loses, damages, fines, penalties, expenses, cost, actions, and judgments concerning any injury or incident with our employees, subcontractors and owner operators under the category of Employer's Liability.

*****YOU WILL BE CHARGED A 7% FEE FOR EACH LOAD BOOKED*****
IF THE FORMS ARE NOT TURNED IN TO ELIASON'S

1*Return a certificate of insurance on the above Insured**

Please list the following company as certificate holder:

Eliason Logistics, LLC

PO Box 250

Tremonton, UT 84337

Dispatch@Eliason.Team

2*If Workers Compensation is not required by your state please notate the reason you are exempt and return this form:**

| | |
|--|--|
| | |
|--|--|

State Reason Your Company is Exempt from Workers Compensation in your state

3*ALL Utah carriers---If NO Workman's Compensation Policy please provide:**

UT WCF Waiver AND a copy of your Occupational Accident Policy (stating policy number and effective date).

| | |
|-------------------------------|-------|
| By (Signature) | Title |
| Name (Printed Name of Signer) | Date |

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

Initials

Date

*Please send us a copy of your authority
With your MC # issued from FMCSA*

Initials

Date

Contractor Insurance Cert Request

PLEASE FAX THIS LETTER TO YOUR INSURANCE AGENT

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Attention Insurance Co

Phone

email

| | | |
|--|--|--|
| | | |
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Insured Carrier Name

Phone

email

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)</p> <p>Auto liability (min \$1,000,000 policy – U.S. funds)</p> <p>Cargo liability (min \$100,000 policy – U.S. funds)</p> <p>Reefer Breakdown \$50,000</p> <p>Bailees – Non Owned Equipment coverage \$65,000</p> <p>WCF – Workman’s Comp Certificate OR Occ Acc Policy Certificate (and Utah Waiver if applicable)</p> | <p>Canadian Coverage (whichever applies)</p> <p>Auto liability (min \$2,000,000 policy – U.S. fund equivalent)</p> <p>Cargo liability (min \$200,000 policy – U.S. funds equivalent)</p> <p>Reefer Breakdown \$100,000</p> |
|---|---|

- Please list the following company as a *certificate holder*:

Broker:

It is required that the above-listed company be named as **CERTIFICATE HOLDER** with a 30-day cancellation notice. **THE CERTIFICATE(S) MUST BE SIGNED.**

Please indicate whether the Insured has ALL RISK or the BROAD FORM type of cargo insurance.

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

Dispatch@Eliason.Team

Thank you for your quick response.

Initials

Date

DETENTION / OOR / LAYOVER / PROTOCOL

Communication is key and making sure the right information gets to the right people and then having a system to make sure cases get follow up.

You will need to work with your dispatcher directly Layover and Out of Route mileage. They are still approved by your dispatcher.

So we can better serve you in these situations, we came up with a new system of notifying the office. If you are requesting detention or have an issue with OS&D, **starting today**, will you please follow these instructions?

To Qualify for detention, you must:

1. Be on time for your appointment
2. After waiting 2 hours, notify us by sending an email to BOL@eliason.team
3. Include on your email this information
 - a. Scheduled appointment time
 - b. Actual time in
 - c. Load number
4. You will then need to send a follow up email (go to sent folder and “reply to all”) and add:
 - a. Actual time out
5. There will **no longer** be a need to call your dispatcher **UNLESS:**
 - a. You are at these locations (these companies require instant notification)

Eastern Poultry

US Cold in Illinois and Indiana
 - b. In these locations, you will need to send the email **AND** call Kutter (24/7) at 435-230-3154.

To Notify Dispatchers of OS&D you must:

1. Send an email to BOL@eliason.team that includes this information:
 - a. A picture of the BOL
 - b. A picture of any label on the product
 - c. A picture of the product (if applicable)

Once we get this information via email, it will be forwarded to the people who need to work on it. They will also have a written request that they can refer to help them follow up and you will have a record of turning in the information. We think this will help us be more efficient in tracking detentions and OS&Ds so that nothing will fall through the cracks.

We hope you will understand the need for this change. We appreciate your help in this.

We appreciate and thank you for your hard work!

Initials

Date

**Eliason's DO NOT authorize
advance payments or lumpers for loads.
Driver/Carrier should pay lumper fees and they will be
reimbursed with a valid receipt.**

**If there are no OS&D's, detention, or possible claims
associated with the load and the load is delivered you
can request payment in for a 3% quick pay fee.
And a check will be processed and mailed the
following business day.**

**Please document you want quick pay on your invoice.
Please turn in Invoice, BOL's, Lumpers, and any
reimbursable expenses for the load at the same time.**

You can do this via transflo or email.

Eliason Logistics, LLC
Tremonton, UT
Phone 435-257-4500 * Fax 435-257-0181
Email: **BOL@Eliason.Team**

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...
Diane, Denise, Kate, or Kati may assist you!

What to do if you do not have a Workers Compensation Policy with the state of Utah

If you do not have a Workman's Compensation Policy, please provide us with a UTAH WCF waiver **AND** request that Eliason Logistics be listed as a Cert Holder on your Occupational Accident Policy (or a copy of the Policy Effective and Expiration Dates).

RE: Utah Workers Comp Regulation

The state of Utah requires all employers to have Worker Comp Insurance for their employees. The state of Utah considers sole proprietors, partners, and LLC members as employees. What this means is, even if you've heard otherwise, Owner Operators are required to have a WC policy **OR** a WC waiver issued by the state.

If you have one or more employees: you are required to carry worker comp insurance.

In order to broker loads, we are required to show proof of WC or a Utah WC waiver for all Utah based companies.

If you are the sole owner or a partner in ownership and you have no other employees, you can either:

1. Get a worker comp policy
 - a. which does you no good other than meet the state's requirement because owners cannot make claims against workers comp

ACE \$138.00 phone 385-351-8000 Blake Green for app

Or contact any insurance agent of your choice

Once contract is received and accepted you will need to file for the Utah Waiver

2. Apply for a Utah WC waiver online at: <https://webaccess.laborcommission.utah.gov/wccoveragewaivers/>
 - a. This waiver needs to be renewed every year (\$50 annual fee)
 - b. A list of document options is given to qualify for the waiver. I have found the easiest are:
 - i. A copy of your CDL
 - ii. A copy of your Certificate of Liability insurance
 - iii. A copy of a Certificate of Occ Acc insurance
 1. Needed to qualify for a UT WC Waiver
 2. Contact your insurance agent to get this policy

Please call me if you have any questions,

Thank you,

Mike Martin

Initials

Date

Workers' Compensation Coverage Waivers

The Labor Commission's office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday except for holidays.

<https://webaccess.laborcommission.utah.gov/wccoveragewaivers/>

In Utah, employers are required to provide workers' compensation coverage to its employees. Workers' compensation coverage pays for the medical costs and a portion of the lost wages of an employee injured while working on behalf of his/her employer.

In Utah, certain individuals are allowed to waive their rights to workers' compensation coverage by obtaining a Workers' Compensation Coverage Waiver (WCCW). The following entity categories may be eligible for the waiver:

- **Sole Proprietorships** with no employee other than the owner.
- **Partnerships** with no employee other than the partners. Please note that **Limited Liability Companies** are considered Partnerships and, as such, the members of an LLC may be eligible for a waiver. ****Note:** Limited Liability Companies that are required to be licensed under Utah law Title 58-Chapter 55, Utah Construction Trades Licensing Act, are required to procure and maintain workers' compensation coverage for its members and are not eligible for a waiver as stated in S.B. 35 of the 2011 Utah General Legislative Session.
- **Director and/or officers of a corporation.**
- **Independent Contractors** who fall into any of the above categories, with no employees. Please note that an independent contractor is defined as:

A person engaged in the performance of any work for another whom, while so engaged, is:

1. Independent of the employer in all that pertains to the execution of the work;
2. Not subject to the routine rule or control of the employer;
3. Engaged only in the performance of a definite job or piece of work; and
4. Subordinate to the employer only in effecting a result in accordance with the employer's design.

Eligible parties may apply for a WCCW by completing an application form, providing the required documentation as outlined below and paying a **nonrefundable \$50 processing fee**.

The application may be [completed online](#). The web application allows the user to upload the required documents in PDF, TIFF(TIF), GIF & JPEG(JPG) formats and make an online credit card payment. Applicants also may print the posted application and submit via mail, fax (801-526-9628), or email to WCCW@utah.gov.

To qualify for a workers' compensation Coverage Waiver (WCCW), you must provide:

1. OPTION 1

A copy of two or more of the following:

1. Valid business license,
2. A license to engage in an occupation or profession,
3. Documentation of an active liability insurance policy that covers the business entities activities,
4. The business entity's federal or state income tax return that shows business income for the complete taxable year that immediately proceeds the day on which the entity submits the information.

OR

2. OPTION 2

A copy of A, B, C, or D in Option 1 and a copy of two or more of the following:

1. Proof of a bank account for the business entity,
2. Proof that the business entity has the following:
 1. a telephone number
 2. a physical location
3. An advertisement of services in a newspaper of general circulation or telephone directory showing the business entity's:
 1. name and
 2. contact information

The Labor Commission may investigate a business entity to determine whether the business entity validly elects to not cover an owner, partner, or corporate officer or director as an employee under a workers' compensation policy.

If the Commission determines that a business entity's election is invalid, the Commission may deny the waiver application. If the Commission approves the waiver and if the business becomes ineligible during the one year term, the Commission may revoke the waiver.

Initials

Date

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | 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 of the person whose name is entered on line 1. Check only one of the following seven boxes. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| | <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 | Exempt payee code (if any) _____ |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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 not 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. | Exemption from FATCA reporting code (if any) _____ |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ | (Applies to accounts maintained outside the U.S.) |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| 6 City, state, and ZIP code | | |
| 7 List account number(s) here (optional) | | |

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|--|---|-------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|--|--|--|--|--|--|--|--|---------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 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 <i>How to get a TIN</i> , later. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; padding: 2px;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center; padding: 2px;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | Social security number | | | | | | | | | | | | | | | | | | | | | OR | | | | | | | | | | Employer identification number | | | | | | | | | | | | | | | | | | | | |
| Social security number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| OR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|--|--|
| 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. | |

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

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.

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, 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.

Initials _____
Date



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
January 03, 2008

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 black ink that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

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 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

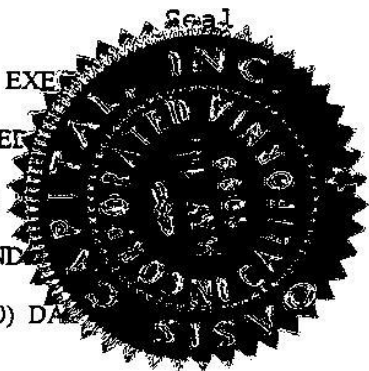
By: JL Warren
JENNIFER L. WARREN, PRES.

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 FROM THE ACTUAL RECEIPT OF THIS NOTICE BY THE FHWA.



DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR