



Dear Valued Carrier,

Thank you for your interest in Melton Logistics, LLC. We have built a strong base of loyal customers by providing first rate customer service and access to an extensive network of reliable motor carriers throughout North America. We are always looking for quality, reliable carriers to expand our network. Our dedicated account professionals work directly with dispatchers to monitor every load. You can depend on 24/7 support for any questions that may arise during the shipment process.

We have loads for the following modes: van (dry and temperature controlled), standard flatbed, single and double-drop flatbed, specialized, over-dimensional, LTL, heavy haul, and power only.

To become a contract carrier with Melton Logistics, LLC, we require:

1. A copy of your Federal Operating Authority. This will provide your Motor Carrier number and legal company name.
2. Complete our ELD section.
3. A copy of your insurance certificate. The certificate must show the following:
 - a. The company name on the certificate should match the name on the Operating Authority.
 - b. Your address on the insurance certificate must be your current address.
 - c. Melton Logistics, LLC listed as certificate holder and additional insured.
 - d. Certificate of insurance must come from your insurance company.
4. Your completed W-9.
5. Our completed Quick Pay Form – If you want quick pay.
6. Our completed Carrier Profile and signed Master Motor Carrier Agreement.

Please email the above information to your respective Melton Logistics employee

Melton Logistics

Carrier Compliance

Phone:(918) 200-0176

We look forward to working together to service the needs of our customers.

Sincerely,

Patrick Brown
General Manager

Melton Logistics / 808 North 161st E. Avenue / Tulsa, OK 74116

(800) 545-6617

www.meltonlogistics.com



CARRIER CHECKLIST

The following documentation is required for qualification to become an approved carrier with Melton Logistics:

- ☐ COMPLETED Carrier Profile
- ☐ COPY of Operating Authority and Safety Ranking
- ☐ COMPLETED Master Motor Carrier Agreement Form (initial each page, sign/date the final page)
- ☐ COMPLETED W-9 Form
- ☐ COMPLETED Quick Pay Form
- ☐ CERTIFICATE of Liability Insurance

- ___ \$1,000,000 minimum Automobile Liability
- ___ \$100,000 minimum Cargo Liability
- ___ Melton Logistics, LLC listed as certificate holder and additional insured
- ___ Certificate of Liability Insurance MUST come from insurance company
- ___ Have Insurance Company send original to:

Melton Logistics, LLC

808 North 161st East Avenue

Tulsa, OK 74116

Please fax required documents to (918) 270-9695

Documents may also be e-mailed to carriers@meltonlogistics.com

ELD Mandate:

Are your trucks equipped with ELD's: (Yes/No) _____

Device Name(s) _____

ELD Model(s) _____

ELD Manufacturer(s) _____

If you have received any type of DOT waiver to the new ELD Mandate, please include a copy of your waiver.

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INSURANCE CERTIFICATE REQUEST

INSURANCE CERTIFICATE MUST COME FROM INSURANCE CO.

CARRIER APPLICANT - PLEASE FAX THIS REQUEST TO YOUR INSURANCE AGENT

To: _____

(Insurance Agent)

(Insurance Agent Fax Number)

Carrier Name: _____

Carrier Address: _____

Carrier City, State, and Zip Code: _____

Carrier Signature: _____

RE: CERTIFICATE OF INSURANCE REQUEST

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

1. Coverage

- Auto liability (minimum \$1,000,000 policy - U.S. funds)
- Cargo liability (minimum \$100,000 policy - U.S. funds)

2. Please make out the Certificate to the following company:

Melton Logistics, LLC
808 North 161st East Avenue, Suite 100
Tulsa, OK 74116

- 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.
- Please indicate whether the Insured has REEFER BREAKDOWN included in their coverage.
- Please FAX the requested information to (918) 200-0188 or E-MAIL to carriers@meltonlogistics.com and mail an original to the following address:

Melton Logistics, LLC
808 North 161st East Avenue, Suite 100
Tulsa, OK 74116

Melton Logistics / 808 North 161st E. Avenue / Tulsa, OK 74116
(800) 545-6617
www.meltonlogistics.com



CARRIER PROFILE (1 of 3)

Please note the completeness of this profile will increase our ability in matching your company with freight. Please type or print in black or blue ink.

Date Completed: _____ Melton Logistics Account Manager: _____

Carrier Name: _____

Carrier DBA: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Toll-free Phone: _____

Fax: _____ Email: _____

Address: _____

DOT: _____ MC: _____ SCAC: _____

Tax ID #: _____ Years your company has been in business? _____

Does your company own a brokerage? _____

References:

Please list 2 customers we can contact for references:

Company: _____ Contact: _____ Phone: _____

Company: _____ Contact: _____ Phone: _____

Operating Area	Contact Name	Phone w/ Extension	Fax	Email
Primary Contact				
Dispatch				
Dispatch				
After Hours				
Insurance/Risk Mgmt.				
Claims/Safety				
Contracts				
Accounts Receivable				

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CARRIER PROFILE (2 of 3)

Do you haul hazardous materials? (Yes/No) **If yes, please include current HAZ-MAT registration.*

Do you haul nursery loads? (Yes/No) **If yes, please specify your available trucking materials (see below).*

Trucking materials:

☐ 4-foot tarps ☐ 6-foot tarps ☐ 8-foot tarps ☐ Chains ☐ Straps ☐ E-track ☐ Logistics post
☐ Lift gate ☐ Spacesavers ☐ Other _____

Tracking Capabilities: ☐ Satellite ☐ Cellular phone ☐ Pager ☐ Scheduled call-ins ☐ 2-way radio

Customs bonded? (Yes/No) Do you have internet access? (Yes/No) Do you have access to e-mail? (Yes/No)

Are you a SmartWay Transport Partner? (Yes/No) **If yes, please include SmartWay certificate.*

Security/Customs & Border Protection programs participation, if applicable:

- ☐ ACE (Automated Commercial Environment System)
- ☐ AES (Automated Export System)
- ☐ CSI (Container Security Initiative)
- ☐ C-TPAT (Customs – Trade Partnership Against Terrorism)
- ☐ FAST (Free & Secure Trade)
- ☐ PAPS (Pre-Arrival Processing System)
- ☐ PIP (Partners in Protection) [Canada Customs & Revenue Agency for Canadian Carriers]
- ☐ TWIC (Transportation Worker Identification Credential)

Operating Authority:

NE ☐ all NE ☐ CT ☐ DE ☐ MA ☐ MD ☐ ME ☐ NH ☐ NJ ☐ NY ☐ PA ☐ RI ☐ VT ☐ WV
MW ☐ all MW ☐ IL ☐ IN ☐ IA ☐ KY ☐ MI ☐ MN ☐ MO ☐ OH ☐ WI
SE ☐ all SE ☐ AL ☐ AR ☐ FL ☐ GA ☐ LA ☐ MS ☐ NC ☐ SC ☐ TN ☐ VA
SW ☐ all SW ☐ AZ ☐ CA ☐ CO ☐ KS ☐ NM ☐ NV ☐ OK ☐ UT ☐ TX
NW ☐ all NW ☐ ID ☐ MT ☐ NE ☐ ND ☐ OR ☐ SD ☐ WA ☐ WY

Canadian Provinces: ☐ AB ☐ BC ☐ MB ☐ NB ☐ NF ☐ NS ☐ ON ☐ PE ☐ PQ/QC ☐ SK ☐ YT

- ☐ Provincial authority? (copy attached)
- ☐ Mexico-US ☐ Inter-Mexican states
- ☐ Within Mexican state (specify) _____ ☐ State authority? (copy attached)
- ☐ Do your trailers go across US borders?
- ☐ Intrastate (specify states) _____ ☐ State authority? (copy attached)

Over-the-Road Coverage (if applicable, check all that apply)

- ☐ Short-haul (0-500 miles)
- ☐ Long-haul (over 500 miles)

Melton Logistics / 808 North 161st E. Avenue / Tulsa, OK 74116

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CARRIER PROFILE (3 of 3)

Carrier Capabilities: Mode of Service: TL LTL INTERMODAL SMALL PACKAGE AIR
 Area of Service: OTR REGIONAL LOCAL EXPEDITE TEAMS
 Average age of Tractors: _____ Average age of Trailers: _____

	Number	Length	Inside Width	Vented (Yes/No)
Dry Van				
Refrigerated				
Flatbed				
Single Drop/Step deck				
Double Drop				
RGN				
Tractors/Power only				
Other (specify)				



General Information

Established: 2003

SCAC: MLNP

Federal ID Number: 81-0596530

Surety Bond: HNI Risk Services

Motor Carrier Number: 339544

Website: www.meltonlogistics.com

Tulsa Corporate Office

Address: 808 N. 161st E. Avenue
Tulsa, OK 74116

Phone 918-234-4414 or 800-545-6617

Hours: Monday – Friday: 8:00am – 5:00pm CST
24/7 on call availability

<u>Contact</u>	<u>Email Address</u>	<u>Phone</u>
Patrick Brown General Manager	patrick.brown@meltonlogistics.com	918-289-7700
Natalie Burt Operations Manager	natalie.burt@meltonlogistics.com	918-200-0176
Caleb Rovang Business Development Manager	caleb.rovang@meltonlogistics.com	918-280-1243

Laredo Office

Address: 8219 San Lorenzo Drive
Laredo, TX 78045

Hours: Monday – Friday 8:00am to 5:00pm CST
24/7 on call availability

<u>Contact</u>	<u>Email Address</u>	<u>Phone</u>
Alex Chavero Director of Sales Laredo & Mexico	alex.chavero@meltonlogistics.com	956-229-6965
Jerry Saldivar Operations Manager	jerry.saldivar@meltonlogistics.com	956-229-6947

Queretaro, Mexico Office

Address: Paseo de la Republica 135/60 3er.Piso
Industrial Benito Juarez
Queretaro, QA 76120

Phone
442-572-0324

Hours: Monday – Friday 8:30am to 5:30pm CST

Receivables & Payables:

Elisa Thompson Accounts Receivable	elisa.thompson@meltonlogistics.com	918-200-0173
Tyler Brown Accounts Payable	tyler.brown@meltonlogistics.com	918-200-0188
Alma Myer Accounts Payable	alma.myer@meltonlogistics.com	918-280-1005



Credit Information

Remittance Address:	Bank Reference:
Melton Logistics, LLC	BancFirst
P.O. Box 268984	7625 E. 51st Street
Oklahoma City, OK 73126	Tulsa, OK 74145
	918.664.3433

Trade References

M & M Carriers LLC	Prime Source	Bricker Transport LLC
987 Tiara Trail	932 Atlantic Ave Apt F	23457 Mines Rd.
Laredo, TX 78040	Hoffman Estates, IL 60169	Laredo, TX 78045
(713) 921-7700	(630) 237-4179	(956) 723-4393
Open Range	Tri-Alexander	
23389 State Highway 39	1801 N 20 th St	
Aurora, MO 65605	Muskogee, OK 74467	
(417) 689-0562	(918) 683-3600	

Affiliated Organizations

Member - Transportation Intermediaries Association (TIA)



MASTER MOTOR CARRIER AGREEMENT

THIS AGREEMENT, effective as of _____, 20____, is made by and between MELTON LOGISTICS, LLC, 808 N. 161st E. Ave., Tulsa, OK 74116 ("MELTON LOGISTICS"), and _____, with an office at _____, _____, _____ ("Carrier").

WHEREAS, MELTON LOGISTICS arranges transportation services as a logistics company, shipper's agent or property broker for and on behalf of various customers; and WHEREAS, Carrier is a motor carrier providing contract carriage services, with U.S. interstate operating authority at U.S. Docket No. MC-_____, and/or U.S. DOT No. _____, (and if applicable, U.S. state and/or Canadian provincial authority for the state(s)/province(s) of _____ at Docket No(s). _____ [Note – attach separate schedule if needed, but in any case, **attach copies of all operating authorities**]); and

WHEREAS, Carrier is legally authorized to provide all freight transportation and related services hereunder as a motor contract carrier, and Carrier represents it can and will meet the distinct and particular transportation needs and preferences of _____ and its customers in accordance with the terms and conditions hereof;

NOW, THEREFORE, for value received, the parties agree as follows:

1. **Contract Carriage.** All freight tendered by MELTON LOGISTICS and transported by Carrier, and all services provided by Carrier to or for the benefit of MELTON LOGISTICS or its customers shall be deemed contract carriage (49 U.S.C. 14101(b)) subject to this Agreement; to any applicable schedules, addenda or documentation now or hereafter issued or authorized by MELTON LOGISTICS (collectively "schedules"); to any applicable customer service requirements ("service requirements"); and to any U.S.C. Title 49 rights or remedies not inconsistent with this Agreement. No contrary or inconsistent terms and conditions shall apply, whether in Carrier's current or future rules tariffs, rules or rate publications, bills of lading, waybills, manifests, shipping documentation, or otherwise. Pursuant to 49 U.S.C. 14101(b)(1), the parties waive Title 49 rights or remedies (except registration, insurance or safety fitness provisions) that conflict or are inconsistent with this Agreement.
2. **Operating Authorities, Safety Rating and Insurance Coverage.** Carrier warrants that it has a singular carrier operating authority under the name and number reflected above, and does not have or maintain separate broker authority under which to transfer or otherwise assign loads tendered under this contract. Carrier understands and agrees that all carriage assigned under this Agreement must be performed by trucks operating specifically under the DOT authority (name and number above) and by no other carrier. Carrier has and will maintain a satisfactory safety rating; that its aforesaid governmental authorities are valid and in good standing; that Carrier always will remain authorized to lawfully furnish all transportation and related services provided for herein; and that Carrier will immediately notify MELTON LOGISTICS in writing of any loss, suspension or reduction of its operating authorities, safety rating, insurance coverages, or where at any given time it exceeds threshold levels in any two CSA categories. Carrier authorizes MELTON LOGISTICS to check Carrier's financial status at any time via D&B reports or similar services.

Initial _____ Initial _____



3. **Receipts and Bills of Lading** Carrier shall issue and sign a standard uniform straight bill of lading or receipt acceptable to MELTON LOGISTICS and its customers for each shipment, but the absence or loss thereof shall not relieve Carrier of its obligations with respect to any shipment. **Carrier and its drivers will inspect each bill of lading at time of pickup to assure that Carrier --not MELTON LOGISTICS -- is shown thereon as the "carrier," Carrier will immediately notify MELTON LOGISTICS of any problem with the bill of lading before accepting the load and Carrier will defend, indemnify and hold harmless MELTON LOGISTICS and its affiliated companies (including Melton Truck Lines, Inc.) from and against any liability for failure to do so.** Upon delivery of each shipment, Carrier shall obtain and deliver to MELTON LOGISTICS a delivery receipt or receipts from the consignee(s), in a form required or permitted by MELTON LOGISTICS, showing the goods delivered, the condition of such goods and the date and time of delivery. Per Paragraph 1 above, any term or matter written or printed on a bill of lading or delivery receipt to which MELTON LOGISTICS has not specifically agreed in this Agreement shall be ineffective. If any delivery receipt or bill of lading is not clear or if a freight bill is incomplete or incorrect, payment of Carrier's freight charges may be delayed or withheld pending resolution of any freight claim. Carrier shall have no lien, and hereby waives any right to claim any lien, on any shipment.
4. **Independent Contractor.** The parties understand and agree that MELTON LOGISTICS is merely a freight broker; that Carrier's relationship with MELTON LOGISTICS and its customers is solely that of an independent contractor, that Carrier alone employs, leases or retains on its own behalf all drivers and other persons involved in Carrier's services under this Agreement; and such persons are not employees or agents of MELTON LOGISTICS or its customers. Although Carrier agrees to comply with such reasonable customer rules, procedures, policies and requirements as may be communicated from time to time by MELTON LOGISTICS, the parties understand and agree that Carrier's transportation services hereunder and all drivers and other persons connected therewith are subject to direction, control and supervision by Carrier, not by MELTON LOGISTICS or its customers. Carrier agrees that it, and not MELTON LOGISTICS nor its customers, is responsible for and will pay all federal, state or local taxes, withholdings and obligations (including but not limited to worker's compensation, unemployment, disability, and social security insurance), all road, fuel and other taxes, fees or operating permits, and all other operating expenses and financial obligations relating to Carrier's operations or transportation performed hereunder. Carrier will not subcontract, broker, or otherwise permit shipments to be transported by a third party and the use of a third party, not specifically contracted and operating under Carrier's authority and insurance shall be fraud, such that neither MELTON LOGISTICS nor its Customer shall owe any amounts for the shipping or transportation related expenses. Further, should Carrier so fraudulently assign or permit a third party to accept or transport any carriage under this contract, it shall compensate MELTON LOGISTICS and its Customer for any added costs, charges or fees arising from said transportation, indemnifying and holding MELTON LOGISTICS and its Customer from any and all liability arising therefrom.
5. **Carrier's Operations.** Carrier will efficiently and timely transport all shipments in good order and condition to the designated consignee using equipment and qualified drivers operating only under Carrier's authority. When the Shipper or consignee have assigned a pickup or delivery date and/or

Initial_____ Initial_____



appointment time, Carrier agrees that it is the Carrier's sole responsibility to verify that its driver(s) have available hours of service to complete the pickup/delivery within the assigned date and time. If circumstances arise during loading, transport or delivery that require changing an appointment time, Carrier must immediately contact MELTON LOGISTICS. However, MELTON LOGISTICS' assistance in scheduling or rescheduling pickup or delivery times shall in no event alter Carrier's responsibility to provide a driver or drivers with available hours of service to complete pick up and / or delivery as scheduled, and failure to provide at least 24-hour notice for rescheduling will preclude Carrier from receiving any detention or truck order not used pay. Carrier will properly inform its drivers and agents of their responsibilities for the protection and care of shipments hereunder, and will assure that its equipment, personnel and all other aspects of Carrier's operations fully comply with or exceed all DOT and other applicable legal requirements, including but not limited to hours of service; equipment safety; loading, load securement and movement of all shipments; etc. Written or oral directions provided by MELTON LOGISTICS or its customer are solely for informational purposes. It is Carrier's sole responsibility to confirm that it may lawfully operate a loaded vehicle of any weight, commodity or dimension over any road, bridge or route, and Carrier is solely responsible for any fines, penalties, citations or legal violations regarding operation of its vehicles. Carrier warrants that all of its equipment used for transportation of food grade products will comply with the requirements of The Sanitary Food Transportation Act; that no equipment provided for the transportation of food or food grade products has been or will be used for the transportation of any waste, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products or cosmetics. Carrier acknowledges and agrees to devote its equipment and trailer exclusively to each shipment arranged by MELTON LOGISTICS, unless otherwise agreed by both parties in writing. No additional freight for any other party shall be loaded or unloaded, before or after, while any piece of MELTON LOGISTICS customer's freight is on such trailer. Failure to comply with these terms may lead to changes to the rate after the shipment has delivered.

6. **Insurance.** Carrier will procure and continuously maintain for the benefit of MELTON LOGISTICS and its customers, at Carrier's own expense, all insurance coverage required by the U.S.D.O.T. and states where services may be performed, or by other applicable laws, rules or regulations. Specifically, Carrier agrees to maintain the following coverage: One Million (\$1,000,000.00) in both General Liability and Auto Liability coverage; One- Hundred Thousand (\$100,000.00) in Cargo Liability coverage; Workers Compensation Coverage; and Employee Liability Coverage. Carrier immediately will notify MELTON LOGISTICS of any insurer or coverage change, cancellation or insolvency. At least semi-annually and upon other request, Carrier shall provide MELTON LOGISTICS certificates of its insurance coverages, which also shall assure MELTON LOGISTICS at least thirty (30) days written notice of cancellation, non-renewal or material modification. Carrier's liability and excess/umbrella insurance shall be deemed primary coverage, and MELTON LOGISTICS and its customers shall be endorsed as additional insureds, with respect to personal injury, death and property damage arising out of or relating to Carrier's activities hereunder.
7. **Indemnification.** Regardless of the measure or extent of Carrier's cargo liability under applicable law or otherwise, Carrier will defend, indemnify and hold harmless MELTON LOGISTICS against all cargo or freight loss, delay or damage claims, costs, damages or liabilities regarding shipments tendered to

Initial_____ Initial_____



transported by Carrier hereunder. Carrier also will defend, indemnify and hold harmless MELTON LOGISTICS and its affiliated and related companies (including Melton Truck Lines, Inc.) and MELTON LOGISTICS's customers from and against all personal or bodily injury, death, property damage or other losses, damages, actions, claims and expenses caused by, arising from or relating to the negligence, fault, or contractual breach or nonperformance by Carrier or its agents, employees or contractors. Carrier's indemnification obligations under this paragraph shall include legal fees and expenses, and shall survive any termination or expiration of this Agreement.

8. **Rates and Charges.** Freight charges and rates shall be as specified in written or electronically maintained rate schedule(s) issued by MELTON LOGISTICS or to which MELTON LOGISTICS has signed its approval. Carrier's rates and charges cannot be increased, nor deviated from regarding particular shipments, without MELTON LOGISTICS' express written consent prior to Carrier's movement of the freight in question. Under no circumstance shall Carrier assess or bill for fuel surcharges or similar adjustments, except in accordance with MELTON LOGISTICS' issued or approved schedules. Carrier acknowledges and agrees that payment of all rates and charges is ultimately the obligation of MELTON LOGISTICS's customers, not MELTON LOGISTICS itself. MELTON LOGISTICS shall have the right to seek reimbursement or set off of any payments made to Carrier by MELTON LOGISTICS for charges for which MELTON LOGISTICS has not collected.
9. **Freight Payments.** MELTON LOGISTICS will pay Carrier's invoices for linehaul charges within 30 days, if they are complete, correct and accompanied by a signed clear delivery receipt or bill of lading in accordance with Paragraph 3 above. Permitted accessorial charges, if any, will be paid only if and after MELTON LOGISTICS collects payments from its customer under Paragraph 8 above. MELTON LOGISTICS reserves the right to specify if charges for any shipment shall be "prepaid" or "collect," and if the collection of charges from any consignee will be without recourse to MELTON LOGISTICS, according to the provisions of Section 7 of the Uniform Straight Bill of Lading.
10. **Non-exclusive Agreement.** This Agreement is not exclusive by either party. MELTON LOGISTICS is free to utilize the services of any other carrier, and Carrier is not required to accept any shipment tendered by MELTON LOGISTICS hereunder. However, by accepting any shipment, Carrier agrees to comply with this Agreement, applicable schedules and customer service requirements, and any delivery deadline requested by MELTON LOGISTICS or its customer. Carrier specifically acknowledges that MELTON LOGISTICS or its customers may designate certain shipments as "critical," "hot," or otherwise as time sensitive, and that if Carrier accepts such shipments, Carrier will make all arrangements to legally transport such carriage in strict compliance with such delivery requirements.
11. **Non-Solicitation.** Carrier acknowledges that MELTON LOGISTICS' customers and prospects are a valuable business asset of MELTON LOGISTICS. Therefore, for value received, Carrier agrees that during the term of this Agreement and for one year after the last load tendered under this contract or any supplemental contracts or one-time agreements thereto, Carrier will not directly or indirectly (1) solicit or back-solicit any MELTON LOGISTICS customer or prospect, or (2) perform transportation services, without MELTON LOGISTICS' participation or prior written consent, for any MELTON LOGISTICS customer for whom Carrier has been tendered or offered freight hereunder. If Carrier believes it has a prior relationship or circumstance with any MELTON LOGISTICS customer or prospect that justifying an exemption from these

Initial_____ Initial_____



restrictions, Carrier should request and obtain a written waiver signed by MELTON LOGISTICS' CEO or President before Carrier performs any transportation services for such customer or prospect. Except to the extent Carrier seeks and obtains such an exemption, Carrier agrees that these restrictions are necessary and reasonable to protect MELTON LOGISTICS' legitimate business interests, and Carrier agrees to pay MELTON LOGISTICS 10% of the freight charges for each and every shipment transported in violation of this provision.

12. **Freight Loss or Damage or Service Failure.** Carrier contractually assumes the liability of a common carrier under 49 U.S.C. 14706(a) for the full actual value of lost or damaged freight, unless otherwise agreed by written schedule hereto issued or signed by MELTON LOGISTICS. Any other purported cargo liability limitations or exclusions (e.g., in Carrier's rules tariffs, shipping documentation, etc.) shall be ineffective. Procedurally, all freight claims will be handled in accordance with the freight and cargo claim procedures of the Uniform Straight Bill of Lading and the federal freight claim regulations (currently 49 CFR 370 *et seq.*) in effect on the date of this Agreement and shall be governed by the time limitations thereunder. Upon request of MELTON LOGISTICS or its customer, Carrier will not salvage damaged freight, but shall return it to MELTON LOGISTICS' customer at said customer's expense. MELTON LOGISTICS' customer, or MELTON LOGISTICS on its customer's behalf, may set off unpaid freight claims or overcharges against Carrier's freight charges. CARRIER agrees, pursuant to this Agreement, to perform services in an efficient manner. In the event that CARRIER fails to timely arrive at the scheduled time for a pickup or delivery, CARRIER will be responsible for any charges incurred due to service failures (i.e., crane charges, etc.). MELTON LOGISTICS reserves the right to deduct the charges aforementioned from the CARRIER'S freight bill.
13. **Confidentiality.** Except as required by law or upon MELTON LOGISTICS' prior written consent, neither this Agreement's terms or provisions, nor any shipping rates or other information pertaining to shipments hereunder, nor any of MELTON LOGISTICS' or its affiliates' or customers' confidential, business or proprietary information shall be disclosed by Carrier to persons other than Carrier's employees and agents in the ordinary course of Carrier's business, nor shall such information be used for any purpose other than providing services to MELTON LOGISTICS and MELTON LOGISTICS' customers hereunder.
14. **Customer Shipments.** Carrier acknowledges that shipments and goods tendered by MELTON LOGISTICS may belong to MELTON LOGISTICS' customers or their consignors/consignees, not MELTON LOGISTICS, regardless of whether MELTON LOGISTICS issues or is named in any bill of lading or other shipping documentation. Accordingly, Carrier warrants that its cargo responsibility, liability and insurance hereunder shall run and inure to the benefit of MELTON LOGISTICS' customers and their consignors/consignees as well as to MELTON LOGISTICS itself, and Carrier covenants that MELTON LOGISTICS' customers may assert cargo claims directly against Carrier without MELTON LOGISTICS' involvement or joinder.
15. **Term, Termination and Modification.** This Agreement shall be effective for an initial period of one (1) year from the date hereof, and shall automatically renew from year to year thereafter. Either MELTON LOGISTICS or Carrier may terminate this Agreement at any time, with or without cause upon at least thirty (30) days prior written notice to the other, but any obligations accruing prior to the termination

Initial_____ Initial_____



or expiration hereof, or which by their nature would survive same (including but not limited to Carrier's indemnity obligations and the parties' forum selection agreement) shall survive any cancellation, termination or expiration of this Agreement. No modification or waiver of this Agreement or any term thereof shall be effective unless in writing.

16. **Dispute Resolution.** This Agreement will be interpreted according to Oklahoma law, and for value received, Carrier irrevocably consents and agrees that any matters, claims or disputes between the parties will at MELTON LOGISTICS' request be determined exclusively in and by the District Court of Tulsa County, Oklahoma. Carrier waiving any jurisdictional or other objection to said court and any removal or transfer rights therefrom.
17. **Agreement Controlling; Miscellaneous.** If there is any inconsistency between this Agreement and any schedule or other agreement by or between these parties, this Agreement's terms shall control, unless the parties expressly and specifically agree otherwise in writing, with specific reference to this Agreement. Being a product of mutual negotiation, this Agreement should be construed neutrally and not in favor of or against either party. Facsimile signatures shall be effective as originals.
18. **FMCSA Rules and Regulations.** Carrier warrants that they are in compliance with all the FMCSA Rules and Regulations.

MELTON LOGISTICS, LLC

CARRIER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Initial_____ Initial_____

Melton Logistics / 808 North 161st E. Avenue / Tulsa, OK 74116

(800) 545-6617

www.meltonlogistics.com



Melton
Logistics

Page **W-9**
(Rev. October 2015)
Department of the Treasury
Internal Revenue Service

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.

1. Name (as shown on your income tax return). Name is required on this form; do not leave this line blank.
Conexus, LLC.

2. Business name (regarded as the name of the entity) (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.

☐ Individual owner, proprietor, or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C corporation, S corporation, Partnership) **S**

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.

☐ Other (do not use unless instructed)

4. Exemption (codes apply only to certain entities; not individuals; see instructions on page 3).
Exemption code (if any) _____
Exemption from FATCA reporting code (if any) _____
Model taxpayer's name (as shown on the IRS)

5. Address (number, street, apt. or suite no.) See instructions.
808 North 161st East Avenue

6. City, state, and ZIP code
Tulsa, OK 74116

7. List account number(s) (see instructions)

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

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

Social security number:

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OR

Employer identification number:

8	1	-	0	5	9	6	5	3	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be assigned to me); and
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form, if any, indicate that I am exempt from FATCA reporting, is correct.

Certification instructions. You must check box 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 all 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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **[Signature]**

Date **1-28-20**

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 (dividend income 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 1099-H (mortgage interest), 1099-E (student loan interest), 1099-I (tuition)
- Form 1099-C (cancelled 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.

