

CARRIER PROFILE AT A GLANCE!

COMPANY NAME: _____	Today's Date: _____
Physical Address: _____	Your Name (Primary Contact): _____
_____	Cellular Phone: () _____
City, State, Zip: _____	Local Phone: () _____
E-mail: _____	Fax: () _____
SCAC: _____	
MC# _____	COMPANY TYPE
DOT# _____	Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>
	FID# _____ SSN# _____

EQUIPMENT & INSURANCE	INSURANCE COMPANY: _____
# of REFRIGERATED VAN(s) _____	# of DRY VAN(s) _____
	Fax: () _____

PREFERRED AREAS	48 States <input type="checkbox"/> Texas <input type="checkbox"/>	PAYMENT TERMS	QuickPay 3% <input type="checkbox"/>
	11 Western <input type="checkbox"/> CA & AZ <input type="checkbox"/>	Reference packet for full info*	Net 30 Days <input type="checkbox"/>
REQUEST: _____			Roundtrip / Other <input type="checkbox"/>

COMPANY CONTACTS (Leave blank if same)		
DISPATCH	AFTER-HOURS DISPATCH	ACCOUNTS PAYABLE
Name: _____	_____	_____
Phone: () _____	() _____	() _____
Fax: () _____	() _____	() _____
E-mail: _____	_____	_____

MC# 349067 **BANK INSTITUTION**
 FID# 55-0850546 **WELLS FARGO BANK, Fresno, CA**
 DOT# 1197487 (559) 271-0113
 SCAC: TKEI

ACCLAIMED REFERENCES

LUCKY TRANSPORT- Fresno, CA (510) 387-1185
 CONTACT: Seema

NAVAR TRUCKING- Calexico, CA (760) 768-9644
 CONTACT: Leo

GEORGE LOYA TRUCKING- Pico Rivera, CA (714) 402-1410
 CONTACT: George

J TAYLOR & SON- Fresno, CA (510) 287-0549
 CONTACT: Jacky

NTL, INC- Elk Grove, CA (916) 226-6933
 CONTACT: Robby

**** YOU MUST REPORT ANY SHORTAGE, DAMAGE, & POSSIBLE CLAIM, OTHERWISE, DELAY OF PAYMENT WILL OCCURE.**

***** YOUR CONTRACT IS NOT COMPLETE UNTIL WE HAVE ALL LOAD PAPERWORK IN HAND.**

COMPLETE AND FAX BACK A S A P

CARRIER CHECK LIST		PAGES
1. CARRIER PROFILE 'AT A GLANCE!'	<input type="checkbox"/>	1
2. SERVICE AGREEMENT	<input type="checkbox"/>	5
3. CARRIER BILLING & INSURANCE	<input type="checkbox"/>	1
4. CARRIER PAYMENT PLAN	<input type="checkbox"/>	1
5. SECURED LOAD/CERT OF ELECTION	<input type="checkbox"/>	1
ADDITIONAL DOCX REQUESTED		
6. COMPLETED W-9	<input type="checkbox"/>	1
7. MC AUTHORITY	<input type="checkbox"/>	1
8. INSURANCE CERTIFICATE	<input type="checkbox"/>	1

TRANSLINK TRANSPORTATION, INC.

3639 WEST BELMONT AVENUE, FRESNO, CA 93722
 P: 800-397-5238 559-276-2695 F: 559-276-5025

PACKET IMAGED

WWW.TRANSLINKTRANSPORTATION.COM

TRANSLINK TRANSPORTATION INC.

TRANSPORTATION SERVICES AGREEMENT

This agreement is made effective as of _____, 20____, by and between TRANSLINK TRANSPORTATION, a California Corporation, located at 3639 Belmont Ave., Fresno, Ca. 93722, and _____ located at _____, hereinafter referred to as "CARRIER "

1 PARTIES

- 1.1. CARRIER is a motor carrier authorized to operate in interprovincial, provincial, interstate and/or intrastate transportation as described and defined by Carrier's Authority(s), Certificate(s), Permit(s), Registration(s), and License(s) attached hereto as Attachment 1 to Appendix A, and possesses or will provide the expertise, quality personnel, facilities, and equipment necessary to safely, properly and lawfully transport freight by motor vehicle for hire.
- 1.2. TRANSLINK TRANSPORTATION INC., is a company that controls the transportation of freight under contractual arrangements with various consignors and consignees (hereafter designated as "CUSTOMER"); desires to engage the services of CARRIER for transportation of Freight as hereafter set forth.

2 RELATIONSHIP OF TRANSLINK TRANSPORTATION INC., TO CARRIER

- 2.1. It is clearly understood and agreed that it is the intention of the parties hereto that the relationship of CARRIER to TRANSLINK TRANSPORTATION INC., shall be that of an Independent Contractor and that the sole purpose of this Agreement is to establish the terms upon which the CARRIER, its drivers, drivers's helpers, agents, sub-contractors, employees, and/or other workers and equipment, are to be used in that CARRIER, is not the agent, employee or representative of TRANSLINK TRANSPORTATION INC., for any purposes.
- 2.2. CARRIER agrees that TRANSLINK TRANSPORTATION INC., shall have no responsibility whatsoever to CARRIER, its drivers, drivers' helpers, agents, sub-contractors, employees and/or other workers for payment of any salaries, wages, fines or subsistence or for any resulting expenses of any nature incurred from the use of the aforementioned persons/equipment.

3 TRANSPORTATION SERVICE - COMMITMENT

- 3.1. TRANSLINK TRANSPORTATION INC., agrees to tender to CARRIER and CARRIER agrees to transport freight between the points and places and at the rates and charges set forth herein. A transportation commitment shall be evidenced by an individual "Load Sheet" executed as provided in this agreement. Each Load Sheet shall be considered a separate and enforceable contract incorporating the terms and conditions of this Agreement and shall contain such additional and/or alternative terms and conditions as the parties shall agree upon. Carrier must accept the terms of the Load Sheet by faxing a signed copy to TRANSLINK TRANSPORTATION INC., prior to loading. In the event of a conflict between the language of this Agreement and any Load Sheet, the language of the Load Sheet will prevail.
- 3.2. CARRIER agrees to provide TRANSLINK TRANSPORTATION INC., with transportation services consisting of pickup, transfer, transport, break-bulk and delivery at such time and place as may from time to time be required by TRANSLINK TRANSPORTATION INC., or any authorized agent of TRANSLINK TRANSPORTATION INC.. Notwithstanding this agreement, TRANSLINK TRANSPORTATION INC., shall have the right to use services of any other CARRIER (s) of its choice.
- 3.3. CARRIER shall perform the transportation services in accordance with the term and conditions of each Shippers Bill of Lading, and shall be liable for all loss, damage, or delay in transit applicable thereto.
- 3.4. CARRIER agrees to safely perform the transportation and related services set forth in this Agreement and each Load Sheet without delay caused by anything in Carrier's control, and all occurrences which would be probable or certain to cause delay shall immediately communicated to TRANSLINK TRANSPORTATION INC., by Carrier. Carrier agrees that under no circumstances will they Broker, interline, assign, or sub-lease shipments moved under this agreement to another party.
- 3.5. CARRIER shall assume and be responsible for all claims or pending claims up to the deductible amounts and TRANSLINK TRANSPORTATION INC., reserves the right to deduct a reasonable amount for said claims at the time of settlement. TRANSLINK TRANSPORTATION INC., may retain said deductions until the claims are resolved by TRANSLINK TRANSPORTATION INC., and CARRIER and/or legal proceeding. Prior to any of the aforesaid deductions for property or cargo claims, TRANSLINK TRANSPORTATION INC., will present carrier with a written explanation and itemization of the deduction to be made

Initial _____

3.6. If CARRIER anticipates or has knowledge that a delivery appointment is not going to be met by Carrier's driver, CARRIER must notify TRANSLINK TRANSPORTATION INC., twenty-four (24) hours in advance so that new appointments may be scheduled. If said twenty-four (24) hours notice is not given and there are claims associated with the delivery not being met, any charges incurred by TRANSLINK TRANSPORTATION INC., applicable thereto will be passed to and paid by CARRIER.

3.7. This Agreement does not grant Carrier an exclusive right to perform the transportation and related services for TRANSLINK TRANSPORTATION INC. or its Customer. TRANSLINK TRANSPORTATION INC., does not guarantee any specific amount of shipment, tonnage, or revenue to Carrier.

4. ASSOCIATION

4.1. CARRIER understands and agrees that carrier is an independent contractor of TRANSLINK TRANSPORTATION INC., and that CARRIER has exclusive control and direction of the work CARRIER performs pursuant to this Agreement and each Load Sheet. CARRIER agrees to assume full responsibility for the payment of all applicable local, state, federal, and intraprovincial payroll taxes, and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related protection with respect to the persons engaged in the performance of such transportation and related services for Carrier, and carrier shall indemnify, defend and hold TRANSLINK TRANSPORTATION INC., and its Customers harmless therefrom. Carrier shall provide TRANSLINK TRANSPORTATION INC., with carrier's Federal Tax ID number and attach a copy of Carrier's IRS Form W-9 to this agreement as Attachment 2 to Appendix A.

4.2. CARRIER shall furnish all drivers and other necessary labor to transport, load, and unload (if necessary), on behalf of such commodities as TRANSLINK TRANSPORTATION INC., may from time to time make available to CARRIER.

4.3. CARRIER'S or drivers must check call in to TRANSLINK TRANSPORTATION INC., and report their location twice a day, between the hours of 5:00 a.m. and 6:00 a.m., and 2:30-3:30 PM, Pacific Standard Time. If CARRIER is making delivery of shipment, a \$50.00 per day fine for any Carrier's and/or drivers not telephoning/check calling from time of pick-up until load is completely delivered.

4.4. CARRIER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each Load Sheet in a safe, efficient and economical manner. Carrier personnel (whether agents, employees or independent contractors of Carrier) are expected to conduct themselves in a professional manner at all times, and shall ascertain and comply with all of Customer's plant rules and regulations while on Customer's premises. Any Carrier personnel who do not comply with all of Customer's plant rules and regulations may be directed by Customer of TRANSLINK TRANSPORTATION INC., to immediately leave the Customer's premises at the exclusive risk and expense of the Carrier.

4.5. TRANSLINK TRANSPORTATION INC., shall be entitled to deduct from any payments/compensations due to CARRIER the following: any advances made to CARRIER or its drivers, and reasonable fees for same;

5. COSTS OF OPERATIONS

5.1. CARRIER agrees to pay all operating and maintenance expenses appertaining to the transportation of cargo, which is the subject matter of this agreement. Such expenses shall include, but are not limited to, fuel, tires, oils, rims, equipment, repairs, fines for moving violations, parking, overweight violations, safety regulation violations, weight/scales tickets and fees, empty mileage, permits of all types, tolls, ferries, detention and accessorial services, towing, base plates and licenses, tractor equipment use fees or taxes, driver's licenses fees and any other fees, fines and/or expenses assessed against CARRIER, its drivers, drivers' helpers, agents and/or other workers employed by CARRIER and/or equipment utilized in the performance of this agreement and any unused portion of such items.

5.2. Carrier, at its own cost, agrees to comply with all applicable provisions of provincial, federal, State and/or local law or ordinances, all applicable lawful orders, rules and regulations issued thereunder and any provision, representation or agreement, or contractual clause required thereby be including or incorporating by reference or by operation of law in this Agreement and each Load Sheet.

5.3. CARRIER will, and at its own expense, provide whatever labor it deems necessary or reasonably calculated to perform the services as herein calculated.

6. INSURANCE

6.1. CARRIER shall maintain at its sole cost, and shall require any sub-contractor it may engage to maintain, at all times while performing work hereunder, the insurance coverage set forth herein with companies satisfactory to

Initial _____

TRANSLINK TRANSPORTATION INC., will full policy limits applying, but not less than stated. A certificate naming TRANSLINK TRANSPORTATION INC., as additional insured evidencing the following coverage shall be delivered to TRANSLINK TRANSPORTATION INC., prior to commencement of the work pursuant to this agreement. Such certificate shall provide any changes restricting or reducing coverage or the cancellation of any policies under which certificates are issued cannot be valid until TRANSLINK TRANSPORTATION INC., has received thirty (30) days notice in writing of such change or cancellation. CARRIER or their insurance company must disclose to TRANSLINK TRANSPORTATION INC., any exclusion to their policies at the time of presentation of Certificate of Insurance.

- 6.2. General Liability Insurance with limits of liability of not less than \$1,000,000.00 for bodily injuries for each occurrence or \$1,000,000.00 aggregate and Property Damage with limits of liability of not less than \$1,000,000 aggregate;
- 6.3. Worker's Compensation Insurance or qualified self-insurance in an amount which complies with all applicable statutory worker's compensation laws;
- 6.4. Cargo Coverage of at least \$100,000 per vehicle including reefer breakdown. At time of presentation of Certificate of Insurance, a copy of the copy of the Cargo policy shall be provided. Evidence of a cargo policy with an unattended vehicle restriction or commodity restrictions is unacceptable.
- 6.5. Trucker's (Automobile) Liability Insurance with a limit liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability.
- 6.6. CARRIER shall be responsible and liable to TRANSLINK TRANSPORTATION INC., for the entire amount of any claim for shortage of; pilferage or loss of; delay in delivery of or damage to cargo, including legal fees in defense thereof, transported by CARRIER, including its agents or employees, in the service of TRANSLINK TRANSPORTATION INC., unless such shortage, loss or damage is the result of fire, collision, or upset other event covered by CARRIER's cargo policy as above mentioned. TRANSLINK TRANSPORTATION INC., shall be authorized to deduct and retain a reasonable amount for said claims as aforesaid and shall, prior to deduction present CARRIER with a written explanation and itemization of the deduction.
- 6.7. TRANSLINK TRANSPORTATION INC., shall not be responsible and liable to CARRIER for any damages that may occur to the equipment of CARRIER used in the performance of this agreement, and when CARRIER's equipment is used to pull a trailer or semi-trailer, owned or operated by TRANSLINK TRANSPORTATION INC., CARRIER shall be strictly liable to TRANSLINK TRANSPORTATION INC., for any loss or damage to said trailer or semi-trailer, including any accessories. TRANSLINK TRANSPORTATION INC., is not responsible for damage to CARRIER's equipment whether under dispatch or otherwise.

7 GENERAL INDEMNITY

- 7.1. CARRIER covenants and agrees to fully defend, protect, indemnify and hold harmless TRANSLINK TRANSPORTATION INC., its employees and agents from and against each and every Claim, Demand or Cause of Action and any liability costs, expense (including but not limited to Attorney's fees and expense occurred in defense of TRANSLINK TRANSPORTATION INC.), damage or loss in connection therewith, which may be made or asserted by CARRIER, CARRIER's drivers, driver's helpers, agents, subcontractors, employees, other workers and/or third parties (including but not limited to TRANSLINK TRANSPORTATION INC., agents, servants and/or employees) resulting from:
- 7.2. Injury to or death of persons, loss or destruction of or damage or delay to property, including the conversion thereof caused by, or resulting in any manner, from any acts or omissions, negligent or otherwise, of CARRIER or any of CARRIER's drivers, drivers' helpers, agents, subcontractors, employees, or other workers in performing or failing to perform or otherwise arising out of or in connection with any of the services or duties under this agreement.
- 7.3. The making or issuance of any false or fraudulent Bill of Lading, Freight Bills or manifest or the giving or receiving of any false or fraudulent receipts for any freight charges by CARRIER, or by any of CARRIER's drivers, drivers' helpers, agents, sub-contractors, employees and/or other workers
- 7.4. Theft, embezzlement or defalcation on the part of CARRIER and/or CARRIER's drivers, drivers' helpers, agents, sub-contractors, employees and/or other workers. CARRIER's obligation under this Clause shall survive the termination of this agreement

8 TERMS OF AGREEMENT

- 8.1. This Agreement shall be for a period of one (1) year from the execution hereof and shall be renewed automatically for additional one (1) year periods or until terminated by either party giving not less than thirty (30) days written notice to the other party; provided this agreement may be terminated for cause by TRANSLINK TRANSPORTATION INC., at any time upon written notice. Upon termination of this agreement as herein provide

Initial _____

neither party shall be under any further obligation to the other, except for the obligations incurred before termination. CARRIER shall also be obligated to return to TRANSLINK TRANSPORTATION INC., any proprietary or confidential information or any TRANSLINK TRANSPORTATION INC., customer list whether or not identified as proprietary or confidential, or any other materials or records at the time of termination.

9 CUSTOMERS

9.1. All shippers or consignees of shipments tendered to CARRIER will be treated as TRANSLINK TRANSPORTATION INC., accounts during the lifetime of this agreement, unless CARRIER has done business directly with the account at any time during the twelve (12) months prior to the TRANSLINK TRANSPORTATION INC., initial tender of any shipment or the account to CARRIER.

9.2. If CARRIER directly does business with the any Shipper/Consignee/Account originally handled and tendered by the TRANSLINK TRANSPORTATION INC., to CARRIER either during the lifetime of this agreement or after termination, commissions on all of TRANSLINK TRANSPORTATION INC., Shippers/Consignees/Accounts will be paid to TRANSLINK TRANSPORTATION INC., by CARRIER at the rate of 10% of the gross freight charges received by CARRIER, for a period of one (1) year after termination.

10 PARTIES IN INTEREST

10.1. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of Law) and shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legal representatives and successors.

11 ENTIRE AGREEMENT

11.1. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which together fully and completely expresses their Agreement and understanding relating to the subject matter of this Agreement.

12 COUNTERPARTS

12.1. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement.

13 PAYMENT

13.1. Carrier shall accurately bill TRANSLINK TRANSPORTATION INC., for transportation and related services performed pursuant to Load Sheets. TRANSLINK TRANSPORTATION INC., shall pay Carrier's invoice after receipt by TRANSLINK TRANSPORTATION INC., provided that such charges are correct and that Carrier has provided TRANSLINK TRANSPORTATION INC., with all necessary billing documents including but not limited to signed Load Sheet, Delivery receipts and bill of lading. Neither TRANSLINK TRANSPORTATION INC., its Customers will be responsible for any late payment charges or interest, or late payment penalties of any kind. Any Carrier document or other writing which attempts to impose such penalties or charges for shipments made under this Agreement shall be null and void. In the event a dispute exists concerning the cargo delivered TRANSLINK TRANSPORTATION INC., is under no obligation to pay Carrier until said dispute is resolved to the satisfaction of TRANSLINK TRANSPORTATION INC.

14 CARRIER'S CARGO LIABILITY

14.1. Claims will be filed and resolved in accordance with the provisions of 49 C.F.R. Part 370. Carrier assumes full liability as a common carrier for loss, damage to or destruction of any and all of Customer's good or property while under Carrier's care, custody or control. All cargo claims liability standards and burdens of proof will be governed by the common law and the provision of 49 U.S.C. Part 14706 (the Carmack Amendment). Carrier agrees to promptly report any exceptions (over, short, damaged, or refused) to TRANSLINK TRANSPORTATION INC., claim Department. TRANSLINK TRANSPORTATION INC., agrees to assist Carrier in resolving, or reducing Carrier's claim whenever possible. Carrier shall pay, decline or settle all documented claims within ninety (90) days. Carrier shall either pay TRANSLINK TRANSPORTATION INC., directly or allow TRANSLINK TRANSPORTATION INC., to deduct from amount TRANSLINK TRANSPORTATION INC., owes Carrier the amount of Customer's full actual loss or the amount of determined Carrier liability. Unless declined by clear and convincing evidence, all claims that are not resolved within ninety (90) days may be fully deducted by TRANSLINK TRANSPORTATION INC.

15 SALVAGE CLAIMS

Initial _____

TRANSLINK TRANSPORTATION INC., recognizes the Carrier's right to salvage, and Carrier recognizes the Customer's right to control the disposition of its goods. Carrier waives any and all right of salvage or resale of any of Customer's damaged goods without TRANSLINK TRANSPORTATION INC., written consent. Carrier shall not, under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee store, or any other secondary outlets and shall, at TRANSLINK TRANSPORTATION INC., reasonable request and direction, promptly return or dispose, at Carrier's initial cost, any and all of Customer's damaged and overage goods shipped by Carrier under a Load Sheet. In the event that damaged goods are returned to Customer and/or salvaged by Customer, Carrier shall receive a credit for actual salvage value of such goods. Return transportation charges will be borne by the party responsible for damage to the cargo and will be apportioned under the process set forth in paragraph 14.1, above

16 APPLICABLE LAW

16.1. This Agreement shall, in each and every respect, be interpreted and enforced in accordance with the Laws of the State of California and each of the Parties agrees for all purposes of this Agreement to submit itself to the jurisdiction of the Courts of California for purposes of the enforcement hereof.

16.2. The parties agree that any and all actions or proceedings commenced to enforce the terms of this agreement shall be brought in the state of federal courts located in the City and County of Fresno, State of California. Each party consents to the exclusive personal and subject matter jurisdiction of such courts, and waives any objections to venue in such courts

17 WAIVER

17.1. The Waiver of a Breach of any of the Terms and Conditions hereof shall be limited to the act or acts constituting such Breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to the future acts or happenings, notwithstanding any such waiver.

17.2. Each party hereby unconditionally and irrevocably waive any and all rights to trial by jury in any suit, counterclaims, or cross-claim arising in connection with, out of, or otherwise relating to this agreement

18 FORCE MAJEURE

18.1. This Agreement and the affected Load Sheet shall be temporarily suspended during any period(s) where Carrier and TRANSLINK TRANSPORTATION INC., is unable to carry out its obligations under this Agreement and the affected Load Sheet by reason of act of God or the public enemy, fire, war, flood, labor disorder, civil commotion, closing of public highways, government, interference, government regulations, or any similar event or occurrence beyond the reasonable control of the affected party, and neither party shall have any liability to the other party for delay in performance or failure to perform while Agreement and affected Load Sheet is temporarily suspended. Should Carrier invoke this clause, TRANSLINK TRANSPORTATION INC., shall have the right to use other means to fulfill TRANSLINK TRANSPORTATION INC. transportation requirements during such period of force majeure and until ten (10) days following receipt of Carrier's notice of resumption. Carrier shall promptly notify TRANSLINK TRANSPORTATION INC. of any of any force majeure event or period affecting Carrier and Carrier shall be responsible for any cost incurred by TRANSLINK TRANSPORTATION INC., due to Carrier's failure to provide such notice.

19 ATTORNEY'S FEES AND COSTS

19.1. If any action at Law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it/he may be entitled. This provision shall be construed as applicable as to the entire contract.

IN WITNESS THEREOF, the parties hereto have caused their names to be herein under subscribed, and each party has caused their respective corporate names to be hereunto subscribed by the Officers thereunto duly authorized, as the day and year delineated infra

TRANSLINK TRANSPORTATION INC.

CARRIER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

* NOTE: THIS FORM CAN ONLY BE SIGNED BY OWNERS, PARTNERS, OR OFFICERS STATING THEY HAVE ELECTED NO TO COVER THEMSELVES

SECURED LOAD POLICY

Trace ability has caused concern for the companies; making them take extra precautions regarding contamination of their products. It is this cause for concern that TRANSLINK TRANSPORTATION, INC. has developed this process to protect the integrity of our customer's freight while in transit.

If upon delivery, our trailer seal is broken without the receiver's authorization, they will consider the product possibly damaged and/or tampered with. Their Quality Control (QC) and/or Quality Assurance (QA) people will be called and the shipment(s) will be refused to the carrier for non-compliance of "TRUCK DRIVER SEAL RESPONSIBILITY" as outlined below.

BASICALLY, PLEASE TELL YOUR DRIVERS NOT TO BREAK ANY SEAL AT ANY TIME!!! RECEIVER IS THE ONLY ONE ALLOWED TO BREAK A SEAL. IF THERE IS SOMEONE REQUESTING TO BREAK A SEAL OR ANYONE ELSE BREAKS THE SEAL--- **YOU ARE TO CONTACT TRANSLINK TRANSPORTATION, INC. IMMEDIATELY.**

TRUCK DRIVER SEAL RESPONSIBILITY POLICY

TRANSLINK will discuss with your driver upon dispatching the load as well.

- DRIVER MUST VERIFY SEAL# UPON LOADING AND VERIFY NUMBER MATCHES SEAL# ON BOL.
- DRIVER MUST CALL IN SEAL# PRIOR TO LEAVING SHIPPER AT (559) 276-2695.
- DRIVER MUST CHECK CALL DAILY AND VERIFY SEALS IS STILL INTACT.
- DRIVER MUST CALL IN UPON DELIVERY; VERIFYING SEAL HAS BEEN BROKEN ONLY BY RECEIVER AND SEAL# MATCHES NUMBER ON BOL.

In the even of a broken security seal, the load will be truned away and rejected by the consignee. This includes unreadable numbers or non-matching numbers or non-matching numbers with the BOL. The receiving manager will be notified along with the carrier's dispatcher and representative from the facility where the load originated.

Pertaining to an inspection where the seal must be broken, the driver is responsible to have the authorities indicate, by stating directly on the BOL, that the seal was broken in their presence.

THE FOLLOWING INFORMATION MUST BE CALLED IN IMMEDIATELY TO TRANSLINK TRANSPORTATION, INC.

- LOCATION OF SEAL BEING BROKEN.
- AGENT/OFFICER NAME
- AGENT/OFFICER BADGE NUMBER
- PHONE NUMBER OF AGENCY AND/OR LOCAL AUTHORITY

Truck driver responsible to have authorities re-seal the truck with their authorized own seal and identify doing so directly on the BOL. If seal must be broken for any reason- driver is responsible to contact 24- hour on-call person at TRANSLINK

This process will help secure all products during transportation and will remove all unnecessary risks to our customers, suppliers, carriers, and TRANSLINK TRANSPORTATION, INC. We appreciate your cooperation.

Carrier Initial: _____

CERTIFICATE OF ELECTION

CERTIFICATION:

- This is to certify that the firm named below:
 - Has **no employees**
 - Use **no independent contractors**
- Based upon the election not to cover owners, partners or officers, the fact there are no other employees and that no independent contractors are used, a workers' compensation coverage will be furnished prior to the commencement of any work.

AGREEMENT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workings's compenstaion coverage will be furnished prior to the commenement of any work.

PERIOD

The period of this agreement is vailid from _____ / _____ / 20____ to _____ / _____ / 20____.

Signed By: _____	Broker Name: <u>TRANSLINK TRANSPORTATION, INC.</u>
Name: _____	Name: <u>Vikramjit Singh</u>
Carrier Name: _____	Signature: _____
Signature: _____	Title: <u>President/CEO</u>
Print Name: _____	Date: _____

TRANSLINK TRANSPORTION, INC.

3639 WEST BELMONT AVENUE, FRESNO, CA 93722
P: 800-397-5238 559-276-2695 F: 559-276-5025

CARRIER BILLING & INSURANCE

FREIGHT BILLING INFORMATION REQUIREMENTS

I. One load per Invoice

II. Freight Invoices to Include

Shipper Name
Shipper Address
Destination Address
Translink Order Number
If **SLC**, Seal number is **MUST**
Delivery Signature
Cases Signed for
Overages and Shortages **CLEARLY MARKED**
Date received
Shipping Platform Information
Pallet Exchange
Record of Exchange with Vendor
Record of Exchange with Tranlink
Chep, Floor load or Slip sheet should be indicated where it applies
If Chep, number/amount of Chep on Load.

III. Charges

Linehaul amount
Agreed rate
Stop off charges where if applies
Each stop must be listed
Unloading Charges
ONLY if agreed in **ADVANCE**

IV. Each invoice will be paid or declined on its own merit.

V. Any invoice for short payment must reference the original invoice and contain a full explanation

INSURANCE RESPONSIBILITY

INSURANCE ON COMMERCIAL RENTAL VEHICLES IS THE LAW

Certificate of Insurance is required to be on file with Translink Transportation, Inc.

The Certificate of Insurance must include all four (4) of the following.

1 Liability coverage as follows:

Combined Single Limits (Tractor/Trailers) \$1,000,000.00

2 Physical Damage

3 The Certificate Holder must be:

TRANSLINK TRANSPORTATION, INC.
3639 WEST BELMONT AVENUE
FRESNO, CA 93722

4 ALL CERTIFICATES MUST BE WORDED AS FOLLOWS:

TRANSLINK TRANSPORTATION, INC. as additional insured and loss payee for all vehicles licensed or rented for
TRANSLINK TRANSPORTATION, INC., including substitutes, extras, permanent replacements or interim vehicles.

Please sign this page, and fax back with the rest of this packet.

Name (print): _____ Signature: _____ Date: _____

Title: _____ Carrier Company Name: _____

TRANSLINK TRANSPORTATION, INC.

3639 WEST BELMONT AVENUE, FRESNO, CA 93722

P: 800-397-5238 559-276-2695 F: 559-276-5025

CARRIER PAYMENT PLAN

All invoices are paid in 30 days from the date we receive the Invoice accompanied with clean BOL and/or any lumber or any other receipts if applicable. We require original BOLs and receipts. The cut off time for receiving the paper work is 2PM and if received after 2PM it will be received on the next business day. Make sure all paperwork pertaining to the load is turned in, if for any reason something is missing, it may delay the processing of payment. We understand the needs of our Carrier, so we provide alternatives to our 30 day contracts.

Please check the BOX in which you wish to opt for.

Please choose a payment plan:

- ☐ **Thirty (30) Day Plan:** Carrier are paid within 30 days from the date Invoice is received.
- ☐ **Two-round Trip Hold:** Carriers make three (3) round trips, and receives payment for the first (1st) round trip.
- ☐ **Quick Pay:** Low 3% charge is applied to the agreed load rate between Translink Transportation, Inc. and Carrier. Carriers are paid *next business day* from the receipt of Invoice, accompanied by clean BOL, and/or any other paperwork associated with the load. All Invoices, BOLs, and receipts must be originals. The paperwork must be turned in by 2PM to be paid by the closes next business day; however, if turned in after 2PM, payment will be made available in a forty-eight (48) hour period.

ADVANCES/COM-CHECKS (OPTIONAL)

Translink Transportation, Inc. does not encourage Carriers to take advances while on working on a load. We expect them to take care of their own expenses, but we do understand the need in understanding times. The Advance Policy is as follows:

- 1 There will be a 5% charge applied to the amount advanced Plus \$3.55 transaction fee per Com Checks. Any advanced amount above \$1,000, \$3.55 transaction fee will increase to \$7.55 per Com Checks.
 - 2 The Maximum amount Advanced per trip is capped upto 40% of the agreed load rate between Translink Transportation, Inc. and Carrier.
- ☐ Yes, I would like to avail the Advance/COM Checks Plan. If you wish to opt out at this time, but feel the need to borrow advanced credit in the future; please contact take dispatch.

Translink Transportation, Inc. Payment Policy is permitted to pay within 30 days from the receipt of Invoice as stated above. Any form of other Payment Plans and Advance/COM Checks Plan are courtesy of Translink Transportation, Inc. and are at the sole

FACTORYING COMPANY

WILL YOUR PAYMENTS BE PROCESSED BY A FACTORING COMPANY? **YES / NO**

If yes, please provide the following:

Factoring Company: _____

Physical Mailing Address: _____

Phone: _____

Fax: _____

Contact Name: _____

*** IF CARRIER DOES NOT INDICATE ANY PLAN, TRANSLINK TRANSPORTATION, INC. WILL ASSIGN CARRIER TO THE 30 DAY PLAN UNTIL REQUESTED DIFFERENT BY CARRIER COMPANY.**

TRANSLINK TRANSPORTION, INC.

3639 WEST BELMONT AVENUE, FRESNO, CA 93722
P: 800-397-5238 559-276-2695 F: 559-276-5025

Carrier Initial: _____

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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								
				-				

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.

Diamond Broker Program

ITTrust
Your bond working for you

INTERNET TRUCKSTOP 

Translink Transportation Inc

Is a participating member of the

Internet Truckstops' Diamond Broker Program

Meeting all performance, credit and bonding requirements



Valid through June of 2014 – MC 349067