

# ALLEY-CASSETTY

## TRUCKING

P.O. Box 101503 • Nashville, TN 37224  
MC # 184117 • US DOT # 127328  
FED I.D.# 62-0715354 • Duns: 03-482-0779

### TRADE REFERENCES

- |                          |   |
|--------------------------|---|
| 1) Hoover, Inc.          | Phone: 615-793-2600 • Fax: 615-793-2614 |
| 2) General Shale Brick   | Phone: 423-282-4661 • Fax: 423-952-4105 |
| 3) Parman Energy         | Phone: 615-350-7443 • Fax: 615-350-8561 |
| 4) US Bulk Transport Inc | Phone: 800-609-6611 • Fax: 814-824-9608 |

### Dispatch Contact Information

Phone: 800-264-7196 • Fax: 615-242-3644

Lora Bell – Freight Manager – ext. 132  
[lbell@alley-cassetty.com](mailto:lbell@alley-cassetty.com)

Brandy Layne – Dispatcher – ext. 130  
[dispatch2@alley-cassetty.com](mailto:dispatch2@alley-cassetty.com)

Jamie Overby – Dispatcher – ext. 140  
[dispatch3@alley-cassetty.com](mailto:dispatch3@alley-cassetty.com)

### Accounts Payable

Kayla Trent – AP Clerk – ext. 132  
[ap15@alley-cassetty.com](mailto:ap15@alley-cassetty.com)

### Transportation/Asset

Beth Butterworth – Transportation Mgr. – ext. 131  
[bbutterworth@alley-cassetty.com](mailto:bbutterworth@alley-cassetty.com)

### Division Manager

Lynn Ross – ext. 129  
[lross@alley-cassetty.com](mailto:lross@alley-cassetty.com)

### Insurance

Brown & Brown of Tennessee, Inc  
Phone: 615-385-2860

**For new vendor set up, please provide the following:**

Our new customer #  Remit information  Rev. Dec 2018 W-9 Form



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

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
February 21, 2008

**DECISION**  
MC-184117  
ALLEY-CASSETTY COAL CO., INC.  
D/B/A ALLEY-CASSETTY TRUCKING  
NASHVILLE, TN  
**REENTITLED**  
ALLEY CASSETTY COMPANIES INC  
D/B/A ALLEY CASSETTY TRUCKING

On February 14, 2008, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

**It is ordered:**

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as ALLEY CASSETTY COMPANIES INC, D/B/A ALLEY CASSETTY TRUCKING.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

**Decided:** February 15, 2008

By the Federal Motor Carrier Safety Administration

Kathy Weiner, Chief  
Information Systems Division

NCA

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2018-2019

**Registrant:** ALLEY CASSETTY TRUCKING

ATTN: Robin Frost  
727 FESSLERS LANE  
NASHVILLE, TN 37210

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 062918550132A    Effective: July 1, 2018    Expires: June 30, 2019**

**HM Company ID: 14373**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

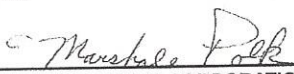
<b>PRODUCER</b> Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200  Brentwood TN 37027		<b>CONTACT NAME:</b> Cherri Carr <b>PHONE (A/C, No, Ext):</b> (615) 385-2860 <b>FAX (A/C, No):</b> (615) 385-8360 <b>E-MAIL ADDRESS:</b> ccarr@bbtennessee.com															
<b>INSURED</b> Alley Cassetty Companies, Inc. P.O. Box 23305  Nashville TN 37202		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Great American Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER D: Great American Alliance Insurance Company</td> <td>26832</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: The Travelers Indemnity Company	25658	INSURER C: Great American Insurance Companies		INSURER D: Great American Alliance Insurance Company	26832	INSURER E:		INSURER F:	
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INSURER F:																	

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 Master w/Cargo      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6308F08021A	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8409G298829	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU564293316	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC356894717	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6308F08021A	05/01/2018	05/01/2019	Equipment Floater \$100,000 Ded: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Alley Cassetty Trucking PO Box 101503  Nashville TN 37210	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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. <b>ALLEY-CASSETTY COMPANIES, INC</b>	
2 Business name/disregarded entity name, if different from above <b>ALLEY-CASSETTY TRUCKING</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" 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) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>711 FESSLERS LANE</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>NASHVILLE, TN 37210</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, 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 line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
6	2	-	0	7	1	5	3	5	4

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/1/2017
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## 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](http://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-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Alley Cassetty Companies/ Alley Cassetty Trucking  
Broker- Carrier Agreement

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between  
Alley Cassetty Trucking (“BROKER”), a Registered Property Broker, Lic. Number MC-184117-B  
and \_\_\_\_\_ (“CARRIER”), a Registered Motor Carrier,  
Permit/Certificate NO. \_\_\_\_\_, collectively the “Parties”. (“Registered” means operating  
under authority issued by the Federal Motor Carrier Safety Administration or its predecessors  
within the U.S. Department Of Transportation.)

**1. CARRIER REPRESENTS AND WARRANTS THAT IT:**

- A.** Is a Registered Motor Carrier of Property Authorized to transportation of property under contracts with shippers and provide receivers and/or brokers of general commodities;
- B.** Shall transport the property, under it’s own operating authority and subject to the terms of this agreement;
- C.** Makes the representation herein for the purpose of inducing BROKER to enter into this Agreement;
- D.** Agrees that a shipper’s insertion of BROKER’s name as the carrier on a bill of lading shall be for the shippers convenience only and shall not change BROKER’s status as a property broker nor CARRIER’s status as a motor carrier;
- E.** Will not re-broker, assign or interline the shipments hereunder without prior written consent of BROKER. If Carrier breaches this provision, BROKER’s shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, on lieu of payment to CARRIER. Upon BROKERS payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this paragraph;
- F.** Is in, and shall maintain during the term of this agreement, compliance with all applicable federal, state and local laws relating to the provision of its services including: security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including but not limited to hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; qualification, licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and the method of transportation including but not limited to performance of its drivers.

**G.** Will notify Broker immediately if its federal operating authority is revoked, suspended or render inactive for any reason ; and / or if it is sold or if there is a change in company name, control of ownership; and/or if any insurance required is hereunder threatened to be or is terminated, cancelled, suspended or revoked for any reason;

**H.** Subject to the express monetary insurance limits in Pat 3. As to CARRIER, and BROKER,s monetary insurance limits for public liability (\$1,000,000.00) or such other amounts as mutually agreed by the parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper and/or customer harmless from any claims, actions or damages arising out of its performance under this agreement including cargo loss, damage, theft delay or contamination, damage to property, and personal injury or death. Neither party shall be liable to the other for any claims, actions or damages due to the negligence of the other party or the shipper. The obligation to defend shall include all costs of defense as they accrue.

**I.** Does not have an “Unsatisfactory” safety rating issued by the (FMCSA) of the U. S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to (“Unsatisfactory”) or “ Conditional”;

**J.** Authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment;

**K.** Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly;

## **2. BROKER RESPONSIBILITIES:**

**A. SHIPMENTS:** BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements of which BROKER has been timely notified.

**B. BILLING:** BROKER agrees to conduct al billing services to shipper, CARRIER shall invoice BROKER for its (CARRIER’s) charges as mutually agreed in writing, by fax or electronic means, contained in BROKER’s load confirmation sheets incorporated herein by reference ( Exhibit A, et seq.) Additional rates for truckload or LTL shipments, or modification or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing by both parties. Any such additional, modified, or amended rates, shall automatically be incorporated herein by reference as part of Exhibit A, amendment 1,et seq.

**C. RATES:** Additionally, any which may be verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be

incorporated herein by reference as part of EXHIBIT A, amendment 1, et seq. Rates or charges other than freight, including but not limited to stop-offs, detention, trucks ordered but not used, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the parties.

**D. PAYMENT:**

i. The parties agree that **BROKER** is the sole party responsible for payment of **CARRIER's** charges. Failure of **BROKER** to collect payment from its customer shall not exonerate **BROKER** of its obligation to pay freight charges to **CARRIER** unless customer's refusal to pay results from **CARRIER's** actions or inaction. **BROKER** agrees to pay **CARRIER's** invoice within thirty days of receipt of all required bills of lading and/or proofs of delivery, provided **CARRIER** is not in default under the terms of this agreement.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

**E. BOND:** Broker shall maintain a surety bond/trust fund in the amount of \$10,000.00 as agreed and on file with FMCSA in the form and amount not less than that required by the agency's regulations.

**F. AUTHORITY:** Broker will notify **CARRIER** immediately if its federal operating authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in company name or control of ownership; and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

**3. CARRIER RESPONSIBILITIES:**

**A. EQUIPMENT:** Subject to its representations and warranties in Par 1. Above, **CARRIER** agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for **BROKER** and/or its customers. **CARRIER** agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

**B. BILLS OF LADING:** **CARRIER** shall issue a bill of lading for the property it receives for transportation under this agreement. Unless otherwise agreed in writing, **CARRIER** shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is (are) loaded, regardless of whether a bill of lading has been issued, signed, and/or delivered to **CARRIER**, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this agreement. Failure by **CARRIER** to issue a bill of lading acknowledging receipt of the cargo shall not affect the liability of the **CARRIER**.



**C. LOSS AND DAMAGE CLAIMS:** CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within thirty days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within thirty day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this agreement.

**D. INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination and, unless otherwise agreed in writing, subject to the following minimum limits; Public liability motor vehicle (including hired and non owned vehicles) \$1,000,000.00; cargo damage/loss \$50,000.00; workers compensation with limits required by law. Except for higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the FMCSA and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER's liability due to any exclusion or deductible in any insurance policy.

**E. ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from shipper or any responsible third party on receipt of payment from BROKER.

#### **4. MISCELLANEOUS:**

**A. INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer relationship exists or is intended. BROKER has no control of any kind over CARRIER, included but not limited to routing of freight, and nothing contained herein shall be inconsistent with this provision.

**B. NON EXCLUSIVE AGREEMENT:** CARRIER and BROKER acknowledge and agree that this contract does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers or freight forwarders.

**C. WAIVER OF PROVISIONS:** Failure of either party to enforce a breach of waiver of any provision or term of this agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, shall not effect or limit the right of either party to thereafter enforce such a term or provision.

**D. DISPUTES:** In the event of a dispute arising out of this agreement, including but not limited to Federal or State statutory claims, the party's sole recourse shall be to arbitrate pursuant to the rules and with the American Arbitration Association (AAA) arbitration proceedings shall be started within eighteen months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event of further legal action is taken to enforce the award.

**E. NO BACK SOLICITATION:**

i. Unless otherwise agreed in writing, **CARRIER** shall not knowingly solicit freight shipments for a period of twelve months following termination of this agreement for any reason from any shipper, consignor, consignee, or customer of **BROKER**, when such shipments of shipper and/or customers were first tendered to **CARRIER** by **BROKER**.

ii. **IN** the event of breach of this provision, **BROKER** shall be entitled, for a period of twelve months following delivery of the last shipment transported by **CARRIER** under this agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by **CARRIER** for the transportation of said freight as liquidated damages. Additionally, **BROKER** may seek injunctive relief and, in the event it is successful, **CARRIER** shall be liable for all cost and expenses incurred by **BROKER**, included but to limited to reasonable attorney's fees.

**F. CONFIDENTIALITY:**

i. In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their customers, shall be treated as confidential and shall not be disclosed or used for any reason without prior written consent.

ii. In the event of violation of this confidentiality paragraph, the parties agree that the remedy at law, including monetary damages, may be inadequate and that the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating party from further violation of this agreement in which case the prevailing party shall be liable for all cost and expenses incurred, including but not limited to reasonable attorney's fees.

**G. MODIFICATION OF AGREEMENT:** This agreement and exhibit A et. Seq. attached may not be amended except by mutual written agreement, or the procedures set forth above ( Pars 2.B and 2.C).

**H. NOTICES:**

i. All notices provided or required by this agreement, shall be made in writing and delivered, return receipt requested, to the address shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

ii. The parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of parties performance of this agreement.

iii. Notices sent as required hereunder, to the addresses shown in this agreement shall be deemed sent to the correct address, unless parties are notified in writing of any changes in address.

**I. CONTRACT TERM:** The term of this agreement shall be one (1) year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated by thirty (30) days prior written notice, with or without cause, by either party at any time, including the initial term. In the event of termination of this agreement for any reason, the parties shall be obligated to complete performance of any work in progress in accordance with the terms of this agreement.

**J. SEVERANCE/ SURVIVAL:** In the event any of the terms of this agreement are determined to be invalid or unenforceable, no other terms shall be affected and right and obligations of the parties hereunder shall survive termination of this agreement for any reason.

**K. COUNTERPARTS:** This agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

**L. FAX CONSENT:** The parties to this agreement are authorized to fax to each other at the numbers shown herein (or otherwise modified in writing from time to time) shipment availabilities, equipment and rates.

**M. ENTIRE AGREEMENT:** Except for exhibit A and its amendments, and unless otherwise agreed in writing, this agreement contains the entire understanding of the parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the parties relating to the subject matter stated herein. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this agreement in any judicial or arbitration proceeding involving this agreement.

In Witness Whereof, we have signed this Agreement the date and year first shown above.

**(BROKER)**

**Company Name:**

**ALLEY CASSETTY TRUCKING**

**Authorized Signature**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Company Address:**

**727 FESSLERS LANE**

**NASHVILLE, TENNESSEE 37210**

**Phone : 615-244-7196 / 1800-264-7196**

**Fax: 615-242-3644**

**Email: \_\_\_\_\_**

**(CARRIER)**

**Company Name:**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Company Address:**

\_\_\_\_\_

\_\_\_\_\_

**Phone:**

**Fax:**

**Email: \_\_\_\_\_**



Dear Valued Vendor,

As part of our commitment to remaining a leader in the market and keeping up with progressive technology, we are pleased to announce that we now offer our vendors electronic payments. This will allow us to continue to provide excellent customer service, while offering the most up-to-date payment processing to you in a more efficient manner directly to your Financial Institution.

You would still invoice as usual; however, once the invoice is processed for payment, an electronic remittance would be emailed to you and your bank account would be credited. The remittance advice would include statement-type information such as invoice number(s), invoice date and amount of the invoice paid.

Please complete and return the enclosed direct deposit authorization form with a voided company check. We will update your vendor account and the next payment due will be made via electronic payment to the account provided.

You can send your completed direct deposit authorization form and/or questions about this process to Beth Butterworth at [butterworth@alley-cassetty.com](mailto:butterworth@alley-cassetty.com)

We appreciate your business and look forward to providing you with this more efficient payment method.

Sincerely,

*Bill P. Westman*

Bill P. Westman, CPA  
Director of Finance & IT

ALLEY-CASSETTY COMPANIES, INC  
ALLEY-CASSETTY TRUCKING  
PO BOX 101503  
NASHVILLE, TN 37224

**ALLEY-CASSETTY COMPANIES, INC  
DIRECT DEPOSIT AUTHORIZATION FORM**

\_\_\_\_\_ hereby authorizes Alley-Cassetty Companies, Inc. and its entities  
(Company Name)

Blockworks, LLC to initiate deposits of vendor payments into the account of the Financial Institution shown on the attached voided check and further authorize Financial Institution to credit the account indicated with deposits. If funds to which the said company is not entitled are deposited into this account, the Company authorizes debits from our account and the return of such funds. The authority is to remain in effect until Company or Financial Institution has received notification of termination of such authorization in such time and manner as to afford Company and Financial Institution a reasonable opportunity to act on those instructions or until Company or Financial Institution cancels the direct deposit arrangement.

Attached a voided Company Check (do not attach a deposit slip)

Account type \_\_\_\_\_ Checking \_\_\_\_\_ Savings

**I authorize Alley-Cassetty Companies, Inc. and all other entities to disburse vendor payments by direct deposit according to the above.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

**Valid email address for remittance:** \_\_\_\_\_  
**Please Print**

**Contact phone number:** \_\_\_\_\_

ALLEY-CASSETTY COMPANIES, INC  
ALLEY-CASSETTY TRUCKING  
PO BOX 101503  
NASHVILLE, TN 37224