



AMERICAN FREIGHT INC

2399 Merry Ln. White City, OR 97503

541-826-5277 Office / 541-826-5176 Fax

Print Forms

SUBMIT

Carrier Packet

_____ Payment Method Form

_____ Copy of Hauling Authority

_____ Signed Broker & Carrier Contract - Contract must be filled out completely and unaltered.

_____ W-9

_____ Proof of Insurance - We require carriers to have one of the following:

1) Broad Form Cargo Coverage 2) A list of commodities that are covered on said Cargo 3) List of Cargo not covered by insurance company (excluded Cargo). All certificates must also show American Freight Inc as Cert Holder.

_____ CARB Cert (if California is a hauling lane)



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Alternative Pay Available

Our standard pay term is "Net 21" days from receipt. However, we have additional pay terms available. Please select only **one** of the following.

Quick pay: (3.5% fee) next business day mail (check):

Quick pay: (3.5% +\$1.00 fee) 2 business day direct deposit:

Net 21: (\$1.00 fee) direct deposit:

Net 21: standard terms (no fee) check:

*We do not "quick pay" loads with perishable commodities (eg: Produce).

*Subject to receiving ORIGINAL bill of lading

If you selected direct deposit please make sure to attach a voided check and fill out the ACH authorization form.

Name (print): _____

Signed: _____

Date: _____

**CERTIFICATE OF ELECTION TO NOT MAINTAIN
WORKERS' COMPENSATION COVERAGE
AND
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

This Certificate is given by the motor carrier named below (Carrier) to American Freight, Inc., an Oregon corporation, 2399 Merry Lane, White City, OR 97503 (AFI); and this Certificate is intended to be and is an addendum to and incorporated into the Broker-Carrier Contract executed between AFI and Carrier.

1. As a condition of brokering shipments to Carrier, AFI requires that Carrier provide AFI with either (a) written proof that Carrier maintains workers' compensation insurance coverage for all subject workers as required by applicable state law, **or** (b) written proof that Carrier maintains alternative insurance coverage comparable to workers' compensation insurance coverage that is acceptable to AFI and its customers, **or** (c) this Certificate certifying that the carrier has elected to not maintain workers' compensation insurance coverage and further agreeing as set forth herein.
2. Carrier hereby represents, warrants and covenants that it is not required by any applicable state law to maintain workers' compensation insurance covering any worker supplied by Carrier, directly or indirectly, including but not limited to independent contractors who lease equipment with a driver to or subcontract with Carrier to provide service arranged by AFI; and, further, that Carrier has done everything necessary to opt out, elect not to be covered by, or otherwise exempt itself from any applicable state law requiring that it maintain workers' compensation insurance on any such worker supplied by Carrier.
3. In the event Carrier (a) becomes subject to any applicable state law requiring it to maintain workers' compensation insurance on any worker supplied by Carrier, directly or indirectly, including but not limited to independent contractors who lease equipment with a driver or subcontract with Carrier to provide service arranged by AFI, or (b) changes its election described in paragraph 2 and elects to maintain workers' compensation insurance, Carrier will immediately provide AFI with proof of it workers' compensation insurance coverage in compliance with paragraph 1.(a) above and the terms of the Broker-Carrier Contract executed between Carrier and AFI.
4. Carrier hereby further represents, warrants and covenants that no worker supplied by Carrier, directly or indirectly, including but not limited to independent contractors who lease equipment with a driver or subcontract with Carrier to provide service arranged by AFI, is or will be or at any time will claim to be a subject worker of AFI or any of its customers required to be covered by Workers' Compensation insurance coverage provided by AFI or any of its customers under any applicable state law.
5. Carrier agrees to and shall hold harmless and indemnify AFI from and against any and all claims, liabilities, damages, losses, demands, fines, penalties, costs, attorney fees, administrative expense, and other cost, fee or expense arising in any way out of Carrier's breach of any of Carrier's representations, warranties, covenants and obligations hereunder. AFI's customers are intended third party beneficiaries of this Certification and are expressly entitled to enforce Carrier's obligations hereunder.

DATE: _____, 20__


"CARRIER"

Printed Name of Carrier

BY: _____
Signature & Title

"AFI"

AMERICAN FREIGHT, INC.

BY:  PRESIDENT
Signature & Title

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



AMERICAN FREIGHT INC

2399 Merry Ln. White City, OR 97503
541-826-5277 Office / 541-826-5176 Fax

BROKER-MOTOR CARRIER TRANSPORTATION SERVICES CONTRACT

THIS CONTRACT IS MADE THIS DATE: _____

BETWEEN: AMERICAN FREIGHT, INC.

“AFI”

an Oregon corporation
2399 Merry Lane
White City, Oregon 97503

AND: _____

“CARRIER”

MC-_____ ; USDOT # _____

RECITALS

- A. AFI is a Federal Motor Carrier Safety Administration (“FMCSA”) registered property broker holding License No. MC-417538, which is incorporated herein by reference.
- B. CARRIER is an FMCSA registered motor carrier and is assigned the MC and USDOT numbers indicated above, which are incorporated by reference;
- C. AFI and CARRIER are entering into this Contract so that all shipments of freight tendered by AFI to CARRIER and accepted by CARRIER are handled pursuant to this Contract.
- D. This Contract is executed pursuant to 49 U.S.C. §§ 13102(4)(B) and 14101(b).

AGREEMENT

1. Scope; Contract Carriage; Waiver.

- a. **Scope.** This Contract governs all shipments, whether moving in interstate, intrastate or foreign commerce, tendered by AFI to CARRIER and accepted by CARRIER.
- b. **Contract Carriage.** All motor carrier services performed by CARRIER shall be as a contract carrier pursuant to 49 USC §§ 13102(4)(B) and 14101(b) and the regulations issued thereunder, if any.
- c. **Limited Waiver of Statutory Rights Under 49 USC § 14101(b).** Except to the extent that the provisions of this Contract conflict with the provisions of 49 USC Subtitle IV, Part B, the parties do **not** waive any rights and remedies they have thereunder. Limited to the extent the provisions of this Contract conflict or are inconsistent with those provisions, AFI and CARRIER expressly waive their rights and remedies thereunder.

2. Term and Termination. The term of this Contract shall begin on the date set forth above, and shall remain in effect until terminated by either party giving the other party at least thirty (30) days prior written notice, except as otherwise provided hereunder.

3. Specific Obligations of AFI.

1 – BROKER-MOTOR CARRIER TRANSPORTATION SERVICES CONTRACT
(F:\CLIENTS\6136\Other\Broker - Carrier Agreement - Final.doc)

CARRIER'S
INITIALS _____

(Date)

- a. **Volume.** AFI anticipates tendering a series of shipments to CARRIER during the term of this Contract, but is not obligated to tender any minimum number of shipments.
- b. **Payment.** AFI will pay CARRIER for its services the charges set forth in paragraph 6 herein, within terms of (21) days after CARRIER's invoice is received by AFI.

4. **Specific Obligations of CARRIER.**

- a. **Service.** CARRIER will transport each shipment it accepts as a motor carrier in accordance with the service requirements specified in the Load Confirmation/Contract and this Contract. CARRIER has the sole and absolute right to accept or reject any shipment tendered to it.
- b. **Costs and Expenses.** CARRIER, at its sole cost and expense, shall
 - (1) furnish all equipment (including accessorial equipment) needed to transport a shipment;
 - (2) maintain the equipment provided in clean, odor- and contaminant-free condition, good repair and working order;
 - (3) provide all drivers and other workers necessary to provide the required service; and all drivers and other personnel shall be competent and legally qualified and authorized to do the work they perform;
 - (4) load and unload shipments as required by AFI, the consignor and consignee;
 - (5) be solely responsible for and pay all costs, expenses and taxes, directly or indirectly incurred in providing service; and, in the event AFI pays or incurs a liability for any of these costs, expenses or taxes, AFI has the right to deduct that amount from any monies owed CARRIER;
 - (6) pay any and all costs, expenses and taxes in the first instance and not charge any such amount to AFI or AFI's account.
- c. **Subcontracting Prohibited.** Without the prior written consent of AFI, CARRIER shall not broker, subcontract or otherwise arrange for or allow any shipment to be transported or arranged to be transported by any other motor carrier, person or entity. CARRIER covenants that it will transport all shipments with equipment registered, licensed and insured under its own name, MC and USDOT numbers, and insurance policies.
- d. **Bill of Lading.**
 - (1) **Issuance.** CARRIER shall issue a bill of lading or other receipt ("bill of lading") for each shipment it receives for transportation, but CARRIER's failure to do so does not affect its liability hereunder.
 - (2) **Exceptions to be Noted.** The bill of lading establishes receipt of the described property by CARRIER in good order and kind, quantity and condition, except as noted on its face at the time CARRIER takes possession.
 - (3) **Conflict of Provisions.** If the language in the bill of lading or receipt conflicts or is inconsistent with this Contract, this Contract shall prevail.
 - (4) **Receipt Only.** The bill of lading or receipt is a receipt only and does not constitute a contract between CARRIER and AFI or between CARRIER and either the consignor or consignee.

CARRIER'S INITIALS <hr/> (Date)

- (5) **Liability Limitations Tariffs Null & Void.** Any provision in a bill of lading that purports to limit CARRIER's liability for freight loss, damage and/or delay, and any document that the bill of lading purports to incorporate by reference is null and void.
- (6) **Preparation.** The bill of lading shall state that CARRIER is the carrier. If AFI's name is listed as the carrier on a shipper-prepared bill of lading, CARRIER shall cross out AFI's name and insert its own name as the carrier. The name of the shipper shall be inserted in the blank for the consignor, and the name of the receiver shall be inserted in the blank for the consignee. The bill of lading must be signed by CARRIER upon receipt of the shipment and show the kind, quantity and condition of the freight when received from the consignor. CARRIER must obtain the consignee's signature when the shipment is delivered, and any shortages or damage must be noted by the consignee. It is CARRIER's obligation to insure that the bill of lading or other receipt is issued in strict compliance with the requirements set forth in this paragraph, regardless who prepares it.

e. CARRIER's Liability for Cargo Loss, Damage & Delay.

- (1) **Carmack Amendment Liability.** CARRIER is liable for cargo loss, damage and delay pursuant to, and to the extent provided by, the Carmack Amendment, 49 USC 14706, except that CARRIER's liability shall not be limited under the provisions of 49 U.S.C. § 14706(c) or in any other manner. Carmack Amendment liability standards shall apply even if a shipment or service is exempt from the Carmack Amendment.
- (2) **Liability for Special and Consequential Damages.** If the Load Confirmation/Contract or bill of lading specifies pickup and/or delivery times or other special or specific services to be provided, CARRIER is obligated to meet those pickup and/or delivery times and provide those other special or specific services; and if CARRIER fails to do so, it shall be liable for special and consequential damages.
- (3) **Measure of Damages.** Except as otherwise provided, CARRIER is liable pursuant to the Carmack Amendment for the actual loss or injury to the shipment. Full value of lost or damaged items means any replacement cost established by trade sale or other invoice documentation, plus any additional transportation cost, and, further, expenses of delay will include employee or equipment compensation, overtime and the like. Damages for delay shall include loss of sale and/or profit.
- (4) **Attorney Fees.** If AFI is required, as determined in its sole discretion, to hire an attorney to represent or advise it in connection with any claim made against CARRIER under this subparagraph 4.e., it shall be entitled to recover its attorney fees, regardless whether an arbitration, settlement conference, mediation, lawsuit or other legal proceeding is filed or held.

f. Claims for Cargo Loss, Damage & Delay.

- (1) **Parties Entitled to Make a Claim.** Claims against CARRIER for cargo loss, damage and/or delay may be filed with CARRIER by AFI, parties to the bill of lading, and the beneficial owner of the shipment.
- (2) **Claim Handling Procedures; Deadline for Determination; Consequence of Failing to Meet Deadline.** CARRIER will process claims in accordance with 49 C.F.R. Part 370; provided, however, that CARRIER shall make a disposition of the claim pursuant to 49 C.F.R. § 370.9 (a) within 45 days after the receipt of the claim. If CARRIER fails to make a disposition of the claim within the 45 day period, CARRIER shall be conclusively deemed to have accepted liability for the claim as filed and shall pay the claim amount within 20 days thereafter.
- (3) **Claims filed by AFI: Exclusive Dealing.** If AFI files a claim, CARRIER shall (i) deal exclusively with AFI in resolving the claim and shall not contact any other party to the bill of lading or the

CARRIER'S INITIALS _____ (Date)
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beneficial owner of the shipment in an effort to adjust and settle the claim unless authorized in writing by AFI and (ii) shall cooperate with and provide all requested documents and information to AFI.

- (4) **Time Limits.** The time limits for filing a cargo claim and lawsuit shall be the minimum times allowed by 49 USC § 14706(e). Filing a claim is not a requirement for filing a lawsuit.

g. CARRIER'S Insurance Obligation.

- (1) CARRIER shall maintain insurance in the following types and amounts: Coverage

Minimum Limits

Public Liability	\$ 1,000,000 _____ per occurrence.
Automobile Liability (including hired and non-owned vehicles)	\$ 1,000,000 _____ per occurrence
Cargo loss or damage ("all risks")	\$ 100,000 _____ or the value of the cargo, whichever is higher.
Worker's Compensation	As Required by law

- (2) CARRIER shall require its insurance carrier(s) to provide AFI with a Certificate of Insurance prior to providing any service and whenever requested by AFI.
- (3) CARRIER shall require (i) AFI to be named a "loss payee" on its cargo policy and (ii) its insurance policies to be endorsed with the requirement that the insurer shall give AFI advance notice of cancellation, termination or modification of any policy or coverage.
- (4) CARRIER shall provide AFI with no less than five (5) days advance notice of cancellation, termination or modification of any policy or coverage.
- (5) CARRIER will provide AFI with a complete copy of its insurance policy(ies) within three (3) business days of AFI's request.
- (6) CARRIER's insurance policy(ies) shall comply with the minimum requirements of the FMCSA and any other applicable regulatory agency.
- (7) All of CARRIER's insurance policies and coverages are subject AFI's approval.
- (8) Nothing in this Contract shall be construed to avoid, limit or modify CARRIER's liability due to any limitation, exclusion or deductible in any insurance policy.

- h. Duration of Liability.** CARRIER's liability (except for delay in pickup) shall begin at the time CARRIER assumes possession or control of a shipment or any portion thereof, which in no event will be later than the time it is loaded on CARRIER's equipment, and shall continue until the shipment is unloaded from CARRIER's equipment, is delivered to the consignee, and the consignee signs and gives CARRIER a receipt acknowledging delivery.

- i. **Indemnification.** To the fullest extent allowed by applicable law, CARRIER shall indemnify, defend and hold harmless AFI from any and all liability, costs (including attorney fees), damages, fines, penalties, claims and the like for:
- (1) Cargo loss or damage; loss or damage resulting from delay; and cargo loss or damage resulting from CARRIER's failure to provide the service requirements specified in the Load Confirmation/Contract or this Contract;
 - (2) Personal injury (including death), property loss or damage (excluding cargo loss, damage and delay) claims arising out of the acts or omissions of CARRIER; and
 - (3) CARRIER's failure to perform any obligation under this Contract or Load Confirmation/Contract; provided, however, that-
 - (4) CARRIER's indemnification obligation is limited by the extent that AFI's negligence or failure to perform its obligations under this Contract proximately caused the loss.

j. **Authority; Compliance with Safety Laws & Regulations.**

- (1) **Authority.** CARRIER warrants that it has, and will have, authority from all federal, state, provincial, municipal, and other governmental agencies to legally provide all services called for and provided hereunder.
- (2) **Compliance; Safety Rating.** CARRIER warrants that: (i) all service will be provided in full compliance with all applicable laws, rules and regulations, including, but not limited to, the Federal Motor Carrier Safety Regulations (FMCSR); (ii) that the driver(s) provided will be qualified and properly licensed to provide the requested service and will have sufficient hours available under the FMCSRs to provide the requested service without delay and in accordance with the pickup and delivery schedule specified in the Load Confirmation/Contract; (iii) it shall at all times maintain a USDOT safety rating that authorizes it to provide the service required, (iv) it shall immediately give notice to AFI, refuse to accept any shipment tendered, and discontinue transporting any shipment that is in transit immediately upon being made aware in any manner that it has been or is going to be assigned an "unsatisfactory" or comparable USDOT safety rating that prohibits or will prohibit it from providing service or otherwise places its equipment or driver "out of service."

k. **Waiver of Lien.** CARRIER shall neither have nor claim any lien rights on or against any shipment transported. In the event that CARRIER violates the terms of this paragraph, it shall (i) forfeit all monies then due and owing to CARRIER by AFI, including charges relating to the shipment against which the lien is claimed; and (ii) be strictly liable for conversion to AFI, AFI's customer, the parties to the bill of lading, and the beneficial owner of the shipment.

l. **Foods, Drugs and Cosmetics.** CARRIER warrants that it will comply with the Food Safety and Inspection Service Safety and Security Guide for the Transportation and Distribution of Meat, Poultry, and Egg Products; the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Pub L. 107- 188, 2002 HR 3448); all applicable rules and regulations of the Food and Drug Administration; and any and all other federal, state, municipal and provincial laws applicable to the transportation of foodstuffs, drugs, cosmetics and the like. All CARRIER's equipment used to transport foodstuffs shall meet the standards established by the consignor and consignee, and it is CARRIER's obligation to obtain and know those standards.

5. **Agreement; Load Confirmation/Contract.**

a. **Oral Agreement Confirmed by Load Confirmation/Contract.** AFI generally discusses a shipment, and the service requirements and the rate with CARRIER orally by telephone, and CARRIER will verbally accept

or reject the tender. If agreement is reached, AFI prepares a written Load Confirmation/Contract confirming the oral agreement and faxes, emails or otherwise delivers it to CARRIER to sign and return confirming the agreement. Failure of AFI to prepare and/or deliver or CARRIER to sign and/or return a Load Confirmation/Contract with respect to a shipment shall not affect AFI's or CARRIER's rights and liabilities orally agreed upon and as provided hereunder. A sample of a Load Confirmation/Contract is attached as Exhibit A, but is subject to change by AFI in its sole discretion. Facsimile machine and electronically transmitted copies and signatures are accepted and treated as originals.

- b. **Modification.** Any modification to a signed Load Confirmation/Contract shall be indicated by changes thereon initialed by the parties or by execution of a replacement Load Confirmation/Contract.
- c. **Addendum to Contract.** Executed Load Confirmation/Contracts constitute an addendum to this Contract with respect to the shipment described.
- d. **Retention.** The originals or copies of all Load Confirmations/Contracts shall be retained by CARRIER and by AFI together with this Contract during the term of this Contract and three (3) years thereafter.

6. **Freight Charges; Billing; Payment.**

- a. **Charges.** The charge CARRIER agrees to accept in full payment, and AFI agrees to pay, for all services provided with respect to a shipment is as stated in the Load Confirmation/Contract. The charge generally will be a "flat rate," that is, an all inclusive amount for all services, except as otherwise noted. In the event the charges are not stated in a Load Confirmation/Contract, the charges shall be the amount orally agreed upon or, if there is a dispute over that amount, then the default rate shall be \$1.00 per loaded mile.
- b. **Time.** CARRIER shall request payment for services provided by delivering an invoice to AFI for each shipment transported within ten (10) days after delivery of shipment.
- c. **Delivery Receipt.** CARRIER's invoice shall provide the information requested by AFI and shall be accompanied by the original or a true copy of the signed delivery receipt(s). CARRIER will provide AFI with the original signed delivery receipt upon request.
- d. **Responsibility.** AFI shall be solely responsible for the payment of CARRIER's charges, and CARRIER shall not seek to collect its charges from any person or entity.
- e. **Collection.** CARRIER authorizes AFI, as its limited special agent, to invoice and collect its charges from the responsible party, and payment of the charges to AFI constitutes payment to CARRIER and relieves the consignor, consignee, owner and "bill-to party" of any liability to the CARRIER for non-payment of charges or undercharge claims.
- f. **Time Limitation.** If CARRIER fails to request payment for a shipment within 45 days after delivery, it forfeits its right to payment for that shipment. Any claim for under-payment or non-payment of a rate or charge by CARRIER against AFI must be made within 45 days after the date of delivery of the shipment. Any claim for return of an overpayment by AFI against CARRIER must be made within 90 days after the date of AFI's payment to CARRIER.
- g. **Right of Set-Off.** In the event (i) any amount is owed to AFI by CARRIER under this Contract or otherwise or (ii) any claim made with respect to a shipment is pending against CARRIER, AFI has the right to set-off an amount sufficient to satisfy the amount owed or the amount of the pending claim, and to deduct and withhold such amount from any amounts due CARRIER. As part of the amount set-off, AFI shall have the right to withhold any and all administrative expense, attorney fees, adjustment fee, insurance deductible, or other cost, fee or expense, of whatever kind, incurred or reasonably anticipated to be incurred by AFI in connection with the amount owed or claimed giving rise to the set-off.

CARRIER'S INITIALS _____ (Date)
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7. **Back Solicitation Prohibited; Confidentiality.**

- a. **Prohibited Solicitation; Liability.** CARRIER shall not solicit shipments from any consignor, consignee, party to a bill of lading, or customer of AFI where (i) the availability of such shipments first became known to CARRIER as a result of AFI'S efforts or actions; or (ii) where such shipments were first tendered to CARRIER by AFI. If CARRIER solicits such shipments, AFI is entitled, for a period of 18 months from the time of the solicitation, to twenty percent (20%) of the gross charges billed by CARRIER regardless whether collected.
- b. **Confidentiality.** CARRIER shall disclose any information regarding any shipment to any person or entity not named in the Load Confirmation/Contract or bill of lading.

8. **No Authority to Bind AFI.** CARRIER is not AFI's agent and shall take no action on behalf of AFI except as expressly authorized herein. CARRIER shall insure that third parties know that it is not AFI's agent.

9. **Independent Contractor Relationship.** The relationship of the CARRIER to AFI shall at all times be that of an independent contractor, and CARRIER is not a servant, agent, employee, joint venturer or partner of AFI. CARRIER has total and absolute control over the means and manner of providing the transportation and related service required with respect to a shipment, as described in the Load Confirmation/Contract. CARRIER has the sole and absolute discretion to accept or reject any shipment tendered to it by AFI.

10. **Non-Exclusive.** This Contract and the relationship between AFI and CARRIER is non-exclusive. AFI and CARRIER each currently work with other customers in similar business relationships and will continue to do so.

11. **Third-Party Beneficiaries.** AFI's customers, the consignors and consignees named on the bills of lading, the beneficial owner of the shipment, are third-party beneficiaries of this Contract.

12. **Force Majeure.** Neither party is liable for the failure to tender or timely transport shipments if the delay or other omission is caused by strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities.

13. **Attorney Fees.** In any arbitration, mediation, lawsuit, or other legal proceeding, including appeals, involving this Contract, the prevailing party shall recover from the losing party its attorney fees incurred in connection with the proceeding, action or suit, in addition to any other sums allowed by law.

14. **Non-assignment.** Neither party shall sell, convey, assign, transfer, dispose or encumber any of its rights, interests, benefits, obligations or liabilities under this Contract without obtaining prior written consent of the other party.

15. **Integration.** This Contract embodies the entire understanding between the parties, and it is agreed that there are no other arrangements, agreements or understandings, oral or written, which affect this Contract in any way. This Contract may not be changed, waived or modified only by written agreement signed by both parties stating that it is an amendment to this Contract.

16. **Severability.** If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. **Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, except to the extent preempted by federal transportation law, including, but not limited to, 49 USC Subtitle IV, Part B. Any action filed in relation to this Contract shall be filed in the Circuit Court of the State of Oregon for Jackson County or the United States District Court for the District of Oregon, Medford Division, which courts have exclusive jurisdiction. CARRIER agrees to, and hereby does, submit to the exclusive jurisdiction of these

courts and further consents that the proper and exclusive venue for any action shall be in Medford, Jackson County, Oregon.

18. Nonwaiver. Waiver of any default or breach of this Contract or of any warranty, representation, covenant or obligation contained herein shall not be construed as a waiver of any subsequent breach.

19. Authority of Representatives to Bind Parties. The parties warrant that the persons signing this Contract respectively for CARRIER and AFI are their authorized representatives to sign such Contract. No further proof of authorization is or shall be required.

20. Originals and Counterparts. This Contract may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original hereof. Facsimile and electronically signed copies of this Contract shall have the same force and effect as an original

21. Notices. All notices under this Contract shall be given orally and confirmed immediately in writing sent by facsimile (with machine confirmation), or by overnight delivery service, to the address to the facsimile number and address set forth in the signature section of this Contract.

AFI:

AMERICAN FREIGHT, INC.

By Dave Marleau

Dave Marleau Vice President of Operations

Printed Name and Title

AMERICAN FREIGHT, INC.
2399 Merry Lane
While City, OR 97503 Phone:
Phone: (541) 826-5277
Fax: (541) 826-5176

CARRIER:

(Name of CARRIER)

By _____

Printed Name and Title

Location Address:

Mailing Address:

Phone: _____

Fax: _____

Email: _____

CARRIER'S INITIALS _____ (Date)
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AMERICAN FREIGHT INC

2399 Merry Ln. White City, OR 97503

541-826-5277 Office / 541-826-5176 Fax

CORPORATION INFORMATION FOR CARRIERS

Incorporated: September 2001

Federal ID Number: 93-1325573

OFFICERS:

Authority: MC-417538-B

Troy Hutchens- President
Dave Marleau- Vice President of Operations

SCAC Code: AMFG

CREDIT REFERENCES

Axcel Trucking
PH: (562) 453-3360

F V Martin Trucking
PH: (541) 826-6014

D & S Factors
PH: (888) 777-5543

Richard R Wilson
PH: (541) 826-4115



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
November 19, 2001

LICENSE

MC-417538-B

AMERICAN FREIGHT, INC

WHITE CITY, OR

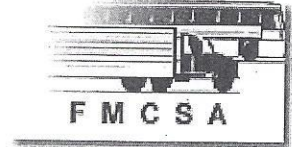
This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

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

Terry Shelton, Director
Office of Data Analysis & Information Systems

FMCSA Motor Carrier

USDOT Number: **2228405**
Docket Number: **MC417538**
Legal Name: **AMERICAN FREIGHT, INC.**
DBA (Doing-Business-As) Name



Addresses

Business Address: **2399 MERRY LANE
WHITE CITY, OR 97503**

Business Phone: **(541) 826-6014** Business Fax:

Mail Address:

Mail Phone:

Mail Fax:

Undeliverable Mail: **NO**

Authorities:

Common Authority:	NONE	Application Pending:	NO		
Contract Authority:	NONE	Application Pending:	NO		
Broker Authority:	ACTIVE	Application Pending:	NO		
Property:	YES	Passenger:	NO	Household Goods:	NO
Private:	NO	Enterprise:	NO		

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES

Blanket Company: **ALL AMERICAN AGENTS OF PROCESS**

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 09/16/2013
Policy/Surety Number: 105993657	Coverage From: \$0	To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: **TRAVELERS CASUALTY & SURETY CO. OF AMERICA**
Attn: **CLAIM=BFPCLAIMS@TRAVELERS.COM/VERIFY=AHAWKIN1**
Address: **ONE TOWER SQUARE-5GS
HARTFORD,, CT 06183 US**
Telephone: Fax: **(888) 460 - 6622**

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.



June 06, 2013

TROY HUTCHINS
AMERICAN FREIGHT INC
2399 MERRY LN
WHITE CITY, OR 97503

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **AMFG** has been renewed for:

AMERICAN FREIGHT INC
2399 MERRY LN
WHITE CITY, OR 97503
MC- 417538

This Alpha Code will apply only to the company name shown above through June 30, 2014. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
7681 Boston Blvd., Beauregard 1st FI Wing A
Springfield, VA 22153
AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC inconection with freight rates. For participation and membership information, please call (703) 838-1810



July 06, 2015

Alison Smith
WHA INSURANCE AGENCY (0VE134)
P O BOX 1421
EUGENE, OR 97440-1421

Roselily D Belo
1501 Fourth Avenue, Suite 1000
SEATTLE, WA 98101

Phone: (206) 326-4267
Fax: (206) 326-4292
Email: RBELO@travelers.com

This is an Agency Billed Policy.

This is the Renewal for: **AMERICAN FREIGHT, INC.**
2399 MERRY LANE
WHITE CITY, OR 97503

Bond Number: **105993657**
Type of Bond: **ICC Property Broker Bond**
Obligee Name: **Federal Motor Carrier Safety Administration**
Obligee Address: **1200 New Jersey Avenue SE**
Obligee City, State & Zip: **WASHINGTON, DC 20590 USA**
Transaction Effective Date: **October 01, 2015**
Premium Effective Date: **October 01, 2015**
Premium Expiry Date: **October 01, 2016**
Bond Limit: **\$75,000.00**

Comments:

Producer Name: **SMITH, MARK S**

S-4123 (9/96) Premium Evidence