



HTC, Inc.  
Carrier Packet



Revised 01.16.12

\*\*\*\*Please fax packet to 616-928-3357\*\*\*\*



Dear Valued Carrier:

Thank you for your interest in HTC Inc.,

HTC Inc. is commonly owned along with Hutt Trucking Company and its subsidiaries.

For your reference, HTC Inc. pays all carriers within 30 days of invoice upon receipt and with a clean Proof of Delivery. When freight is tendered to you, it will include fuel surcharge. Please have your representative review and fax back the load tender confirmation with their signature, driver name, driver cell phone, truck number, and trailer number. Should there be a discrepancy of the agreed upon amount, please confirm with HTC Inc. the correct amount before accepting the dispatch.

We look forward to the prospect of doing business with you; please provide copies of your Profile, Carrier Authority, Certificate of Insurance, your signed Contract and a complete W-9. We offer several options to send the necessary documentation: email, fax or postal mail.

[loads@hutt.com](mailto:loads@hutt.com)

Phone: 800-841-9431 or 616-928-2300

Fax: 616-928-3357

1362 Lincoln Ave, Holland, MI 49423

# HTC CARRIER PROFILE

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## SECTION A (Required)

CARRIER NAME \_\_\_\_\_

DBA (IF APPLICABLE) \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

GENERAL EMAIL ADDRESS \_\_\_\_\_

WEB SITE ADDRESS \_\_\_\_\_

OWNER/PRESIDENT/PRINCIPAL \_\_\_\_\_

*\*\*\*\*\* IF YOUR ACCOUNTS RECEIVABLES ADDRESS IS DIFFERENT THAN YOUR PHYSICAL ADDRESS, OR IF YOUR ARE USING A FACOTRING COMPANY, PLEASE COMPLETE SECTION B. \*\*\*\*\**

## SECTION B (Optional)

RECEIVABLE/FACTORING CO. NAME \_\_\_\_\_

RECEIVABLE ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

## SECTION C (Required)

DISPATCHER/CONTACT \_\_\_\_\_  
(First) (Last)

LOCAL PHONE NUMBER \_\_\_\_\_ MC NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_ F.I.D. NUMBER (EIN) \_\_\_\_\_

WATTS NUMBER \_\_\_\_\_ DRIVERS ALLOWED ADVANCES \_\_\_\_\_

EMERG/AFTER HOURS PH. NO. \_\_\_\_\_ DISPATCH ALLOWED ADVANCES \_\_\_\_\_

INSURANCE AGENT PHONE NO. \_\_\_\_\_

INSURANCE AGENT FAX NO. \_\_\_\_\_

INS. AGENT'S NAME \_\_\_\_\_

LIABILITY COVERAGE \$ \_\_\_\_\_ CARGO COVERAGE (REQUIRED) \$ \_\_\_\_\_

ANY CARGO EXCLUSIONS? \_\_\_\_\_

# HTC Carrier Safety / Equipment Survey

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Carrier Docket (MC) Number \_\_\_\_\_

Carrier Name: \_\_\_\_\_

Safety Rating: \_\_\_\_\_

Date of DOT Authority: \_\_\_\_\_

Requirements for hiring and employing drivers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you DOT compliant with drug testing policies? **YES / NO**

Has your insurance ever been cancelled? **YES / NO**

Do you have a safety program in place to protect the Cargo and the Public? **YES / NO**

Do you have a valid DOT authority? **YES / NO**

Check all federal authorities that you hold:  **Common**  **Contract**  **Broker**

Number of Power Units \_\_\_\_\_

Number of Van Trailers 53 ft \_\_\_\_\_ 48 ft \_\_\_\_\_

Number of Reefer Trailers 53 ft \_\_\_\_\_ 48 ft \_\_\_\_\_

Average age of your Tractors \_\_\_\_\_ Trailers \_\_\_\_\_

Number of Drivers \_\_\_\_\_

Number of Company Drivers \_\_\_\_\_

Number of Owner-Operators \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Carrier Areas of Service

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Please check the appropriate areas that you service:

**USA (Which states do you ship from?)**

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

**USA (Which states do you deliver to?)**

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

**Canada ( Do you service any of these areas?)**

AB  BC  MB  NB  NF  NS  ON  PE  PQ  SK  YT

Would you like to receive emails from HTC about available shipments in areas that you service?

If yes, what email address would you like them sent to?

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## Carrier Payment Options

Please select ONE payment term:

**Quick Pay.** Payment is made within 24 hours of the receipt of PODs. The fee is 3% of the balance due. We can issue a check to be placed in the mail or it can be direct deposited. We require a copy of a voided business check for direct deposit. The deposit will be in the carrier's account by 9am the next day.

**30 Day.** Payment is made 30 business days after complete paperwork is received.

Please select ONE payment method:

Direct Deposit (please return a voided check with packet)

Check

Factoring company (please provide remittance address in carrier profile)

\*Does your company allow Advances to drivers?  Yes  No

**Advances are available after the driver is loaded. The advance fee is 3% of the amount taken, with a minimum charge of \$22.00.**

\_\_\_\_\_  
Carrier Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

## Workman's Compensation Exclusion Declaration

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To: HTC, Inc. Carrier Management

I certify that \_\_\_\_\_ is not required to have Workers' Compensation coverage.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**HTC, Inc.**  
**1362 Lincoln Ave Holland, MI 49423**  
**(800) 841-9431 (Telephone) (616) 928-3357 (General Fax)**

**THIS DOCUMENT NEEDS TO BE FILLED OUT BY YOUR INSURANCE COMPANY.**

**INSURANCE COMPANY:** \_\_\_\_\_

**PLEASE FAX TO 616-928-3357 WITH INSURANCE CERTIFICATES**

**Insured:** \_\_\_\_\_

**Policy #** \_\_\_\_\_

**Covered Property Exclusions:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> No Property Exclusions                | <input type="checkbox"/> Garments, Shoes or Wearing | <input type="checkbox"/> Geographical Exclusions   |
| <input type="checkbox"/> Reefer Breakdown                      | <input type="checkbox"/> Liquor                     | <input type="checkbox"/> Please Indicate Territory |
| <input type="checkbox"/> Reefer Breakdown After<br>Certain Age | <input type="checkbox"/> Tobacco Products           | _____  |
| <input type="checkbox"/> Computers                             | <input type="checkbox"/> Textiles                   | _____  |
|  | <input type="checkbox"/> Computer Peripherals       | <input type="checkbox"/> TVs, VCRs, DVD Players    |
|  |   | <input type="checkbox"/> Stereos, ect              |

**Other Exclusions:** \_\_\_\_\_  
\_\_\_\_\_

**Sub-Limits of Insurance:**

- |   |                  |                  |
|---|------------------|------------------|
| <input type="checkbox"/> NO SUB-LIMITS                            | Commodity: _____ | Sub-Limit: _____ |
| <input type="checkbox"/> Sub-Limit Based on Peril Insured Against | Peril: _____     | Limit: _____     |

**Vehicle Coverage:**

- Any Vehicle     All Owned Vehicles     Hired Vehicles     Scheduled Vehicles

**Special Conditions:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> No Special Conditions | <input type="checkbox"/> Unattended Vehicle Exclusion | <input type="checkbox"/> Property Loaded on<br>Vehicle Overnight |
| <input type="checkbox"/> Stationary Vehicles   | <input type="checkbox"/> Co-Insurance                 | <input type="checkbox"/> Vehicle Alarm Required                  |
| <input type="checkbox"/> Unnamed Terminals     | <input type="checkbox"/> Locked Vehicle Warranty      | <input type="checkbox"/> Unattached Trailer Exclusion            |
| <input type="checkbox"/> Attended Trailer      | <input type="checkbox"/> Attended Vehicle             |  |
| <input type="checkbox"/> Other:                | _____   |  |

**Note:** If any of the above special conditions are marked, please specify or attach declarations page & any endorsements for reference

**Changes in Policy:**

In order to protect the best interests of all parties involved, please notify HTC, Inc. in writing within 24 hours of any changes to the insured's cargo policy

**Print Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

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

**Company:** \_\_\_\_\_

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



1362 Lincoln Avenue Holland, Michigan 49423



## Customer References

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Please list three customer references below:

1. Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_ EXT \_\_\_\_\_  
Customer Since \_\_\_\_\_  
Number of Loads Hauled \_\_\_\_\_

2. Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_ EXT \_\_\_\_\_  
Customer Since \_\_\_\_\_  
Number of Loads Hauled \_\_\_\_\_

3. Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_ EXT \_\_\_\_\_  
Customer Since \_\_\_\_\_  
Number of Loads Hauled \_\_\_\_\_

**Note: Do not list TQL or CH Robinson as they will not give references.**



This Agreement is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2\_\_\_\_, by and between HTC, Inc., Holland, MI ("BROKER"), a Registered Property Broker, Lic. No. MC-272938, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT-\_\_\_\_\_ ("CARRIER"); collectively, the "Parties" ("Registered" means operated 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:**

(a) CARRIER is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities. "Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

(b) CARRIER shall transport the property, under its own operations authority identified above, and not under the authority of any other Motor Carrier, and subject to the terms of the Agreement.

(c) CARRIER is the sole Motor Carrier for any property transported pursuant to this Agreement or offered to CARRIER by BROKER,

(d) CARRIER agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading is erroneous, shall be corrected by CARRIER, and if not corrected, shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker, nor shall it change CARRIER's status as a motor carrier.

(e) CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the Delivering Carrier, in lieu of payment to CARRIER. Upon BROKER's 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(j), CARRIER will be liable for consequential damages for violation of this Paragraph. Delivering Carrier means the motor carrier that physically transported the freight.

(f) i. CARRIER is in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous materials; 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; qualifications and licensing and training of drivers; implantation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and all applicable insurance laws and regulations, including, but not limited to, workers' compensation.

ii. CARRIER is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER's vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, or information from BROKER or BROKER's customer(s) with respect to any shipment at any time.

(g) CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold as an entity or in the case of an asset purchase involving a significant percentage of the company's assets, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

(h) CARRIER may transport temperature controlled goods and represents and warrants that when such loads are accepted, CARRIER is experienced in transporting refrigerated products and understands that delivery time requirements and temperature specifications are critical. CARRIER agrees that in the event that a shipment is rejected due to late delivery and/or actual or alleged damage or loss to a temperature-controlled products arising from a temperature related issues that CARRIER will immediately notify BROKER.

(i) CARRIER shall provide broker with immediate notice of any alleged or actual circumstances that may have caused, contributed to, or resulted in freight damage or loss. Notice shall be provided by telephone, fax, and/or email. CARRIER shall not sell, auction, or otherwise salvage or dispose of any allegedly damaged or compromised shipment without providing at least thirty (30) days notice in writing (certified mail or fax with proof of delivery machine printed on paper) to BROKER and shipper of the scheduled date, time and place of sale or other intended disposition. Any salvage of goods must comply with the shipper or consignee's instructions regarding such goods and shall be subject to the shipper or consignee's sole discretion.

(j) INDEMNITY: CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any and all claims, actions, suits, demands, or damages, arising out of or related to CARRIER'S acts, omissions, or performance under this Agreement, including, but not limited to, cargo loss or damage, theft, delay, damage to real or personal property, personal injury or death. The obligation to defend shall include any and all costs of defense as they accrue, including but not limited to attorney's fees from counsel of BROKER'S choice. The term, "claims" as used herein shall include, but not be limited to, actions, suits, demands, or damages of any kind. The indemnity obligations of this paragraph include but are not limited to the following circumstances with respect to the transportation of temperature-controlled freight: Claims, suits, or damages

**\*\*Carrier Initial:** \_\_\_\_\_

arising out of or related to security (including but not limited to seals) causing, contributing to, or resulting in contamination, compromise, damage or loss in whole or in part to any shipment;

Claims, suits, or damages arising out of incorrect temperatures, including but not limited to failure of CARRIER to pre-cool a trailer to the proper temperature; Claims relating to destruction or salvage of any shipment requiring temperature control protection that resulted in required destruction of the shipment due to failure to maintain required temperatures eliminating the ability to salvage the shipment in whole or in part.

Claims, suits, or damages arising out of or related to discrepancies with respect to dates and temperature requirements on bills of lading and load/rate confirmation sheets.

Claims, suits, or damages arising out of or related to any refrigerated shipment that is partially or wholly rejected for any reason, or that CARRIER is unable to deliver for any reason.

Claims, suits, or damages arising out of disposition or salvage of any product, including but not limited to failure to follow instructions of shipper or BROKER to ensure that the product is maintained to permit salvage such as, (but not limited to), placing temperature-controlled freight in a storage facility at the required temperature.

(k) CARRIER does not have an "unfit," "unsatisfactory," "conditional" or "marginal" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "unfit," "unsatisfactory," "conditional," or "marginal". CARRIER shall be responsible and indemnify BROKER for all liability, fees, defense costs, and damages asserted or imposed against BROKER arising out of or related to violation of this paragraph.

(l) CARRIER authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

(m) CARRIER has investigated, monitored, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

## **2. Broker responsibilities:**

(a) SHIPMENTS, BILLING, & RATES: BROKER agrees to solicit and make efforts to 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) the place of origin and destination of all shipments; and (b) if applicable, any special, unusual, or unique shipping instructions or special, unusual, or unique equipment requirements, of which BROKER has been timely notified by shipper.

(b) BROKER agrees to conduct all billing services to shippers or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER'S) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Rate Confirmation Sheet(s), which are incorporated herein by reference. 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 (or by fax or email or other written electronic means) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

(c) RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER had paid it. All written confirmations or rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, 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: The Parties agree that BROKER is the sole party responsible for collection and payment of CARRIER's charges. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of a legible and understandable copy of the bill of lading, signed Rate Confirmation Sheet, and any and all other documents pertaining to the load reasonably required by BROKER, provided CARRIER is not in default under the terms of the Agreement. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

(e) BOND: BROKER shall maintain a surety bond/trust fund as agreed to in the amount of \$10,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

(f) BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

## **3. Carrier responsibilities:**

(a) EQUIPMENT: Subject to its representations and warranties herein, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid, or liquid, regardless of whether they meet the definition in 40 C.F.R. § 261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered timely as required by shipper or BROKER. When transporting temperature controlled goods, CARRIER will furnish equipment for transporting refrigerated products which is sanitary, and free of any contamination, suitable for the particular commodity being transported, and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. § 342.

(b) BILLS OF LADING: CARRIER shall sign a bill of lading in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under the Agreement, and CARRIER shall clearly identify itself as the CARRIER on the bill of lading. 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, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the

**\*\*Carrier Initial:** \_\_\_\_\_

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 shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

**(c) LOSS & DAMAGE CLAIMS:**

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage;

ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

iii. Special Damages: CARRIER's indemnification liability herein for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.

iv. Except as provided herein, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of refrigerated shipments shall not constitute "consequential damages" but fall within the categories of damages covered by the Indemnity Section 1(j) and elsewhere herein.

v. Notwithstanding the terms of 49 C.F.R. 370.9, BROKER, on its own account or on behalf of the Shipper, will submit freight loss and damage claims in compliance with 49 CFR 370.1 et seq. to CARRIER within 12 months of delivery date or scheduled delivery whichever is later. CARRIER shall pay, decline or make settlement offer in writing on all cargo loss and damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of the Agreement.

**(d) INSURANCE:** CARRIER is responsible for its own insurance in accordance with federal law, and shall provide evidence to BROKER of coverage for CARRIER by furnishing BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles), \$1,000,000.00 (\$5,000,000.00 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances) and including coverage for remediation and clean-up costs; cargo damage/loss \$100,000.00; workers' compensation, insurance for CARRIER'S employees as required by law with limits required by law. Except for the higher coverage limits that may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to limit CARRIER's liability due to any exclusion or deductible in any insurance policy. CARRIER is permitted to carry "scheduled autos" policies, provided the specific vehicle to be utilized under this agreement is named on CARRIER's insurance schedule,

and that the coverage limits of the utilized vehicle meet the above specifications. CARRIER agrees to only utilize vehicles that carry the above-specified limits for BROKER'S shipments. In the event of a breach of this term, CARRIER shall be fully liable for any loss or damage not covered by insurance, including but not limited to reasonable attorney fees, and agrees to indemnify BROKER therefore.

**(e) ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any other responsible third party on receipt of payment from BROKER.

**(f) CARRIER assumes full responsibility and liability for payment of the following items:** All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations. Carrier acknowledges that CARRIER is solely responsible for the operation of CARRIER'S business, that CARRIER alone is responsible for the financial success of CARRIER'S business, that the opportunity for profit and risk of loss is that of CARRIER alone, and that CARRIER is accordingly responsible for all taxes, fees, or other obligations owed by CARRIER to governmental entities or other third parties.

**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/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, or any other aspects of the manner or method of the work or services performed by CARRIER or otherwise, and nothing contained herein shall be construed to be inconsistent with this provision. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.

**(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:**

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

**\*\*Carrier Initial: \_\_\_\_\_**

(ii) This Agreement is for specified services pursuant to 49 U.S.C. § 14101(b). To the extent that terms and conditions herein are inconsistent with part (b) Subtitle IV, of Title 49 U.S.C., the Parties expressly waive all rights and remedies they may have under the Act.

d) DISPUTES:

i. 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 (except as provided below) shall be to arbitration. Provided, however, either Party may apply to a court of competent jurisdiction with venue in Michigan for injunctive relief. Arbitration proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLC (TAM), or upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrator(s) shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recover costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator(s). Arbitration proceedings shall be conducted at the office of the TAM nearest Holland, MI, or such other place as mutually agreed upon by the parties in writing. Proceedings may be conducted by telephone or videoconference, or as directed by the acting arbitrator(s). Venue for any such action or enforcement of any arbitration decision shall be in the state in which the arbitration occurred, or if disputed by the parties, Holland, MI. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Michigan shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

ii. Subject to the time limitation set forth in Sub par. i above, for disputes where the amount in controversy exceeds \$10,000, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing party shall be entitled to recover costs, expenses, and reasonable attorney's fees, including, but not limited to, any incurred on appeals.

iii. Subject to the time limitation set forth in Sub par. i above, for disputes where the amount of controversy does not exceed \$10,000, BROKER shall have the right, but not the obligation, to select litigation in small claims court in order to resolve any disputes arising hereunder. The prevailing party shall be entitled to recover costs, expenses, and reasonable attorney's fees, including, but not limited to, any incurred on appeals.

iv. Venue, controlling law, and jurisdiction in any legal proceedings under Subps. .ii. and .iii. above shall be exclusive to the State of Michigan, Ottawa County.

(e) BROKER'S ACCOUNTS: Except as otherwise agreed to in writing by BROKER: (1) During the term of the Agreement, and for a period of 24 months following termination of this Agreement, CARRIER agrees not to solicit business from, nor perform CARRIER OR BROKER services directly or indirectly on behalf of any of BROKER's customers first introduced to it by BROKER, or through the performance of this Agreement. However, if CARRIER conducted business with BROKER's customers within one year prior to entering into this Agreement, then CARRIER can continue to solicit those lanes previously served. "Traffic lanes" for purposes of

this Agreement shall mean origination locations to destination locations for both truckload and LTL shipments. "BROKER'S customers" for purposes of this Agreement shall mean any shipper, consignee or other party responsible for payment, for whom BROKER provided transportation services and was billed for those services; and (2) where shipper and/or consignee BROKER customers have multiple traffic lanes, the prohibition of the paragraph is intended to apply only to those traffic lanes for which BROKER provided transportation services as described above. The prohibitions of this paragraph are intended to be effective regardless of whether BROKER's customers are treated as confidential for any reason. If CARRIER violates the terms of this paragraph, BROKER shall be entitled to elect its damages, including but not limited to BROKER'S lost profits, CARRIER'S disgorgement of profits, or to collect/recover 20% of the gross compensation received by CARRIER from any and all such customers on all shipments that CARRIER transports for any such customer(s) during the term of the Agreement and/or the 24 month period following the date of termination. In addition to the above remedy, BROKER may seek injunctive relief and CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not 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 and other proprietary, confidential, or sensitive 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, that is 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 the Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and 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 the Agreement in which case the prevailing Party shall be entitled to recover all costs and expenses incurred, including but not limited to reasonable attorney's fees.

(g) NOTICES: All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(h) 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-year periods, unless terminated, upon 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 in the terms of the Agreement.

(i) 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 the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the

**\*\*Carrier Initial:** \_\_\_\_\_

parties hereunder shall survive termination of the Agreement for any reason.

(j) FAX or EMAIL CONSENT: The Parties to this Agreement are authorized to fax or email to each other at the numbers shown herein (or otherwise modified in writing from time to time) shipment availabilities, equipments and rate promotions, or any advertisements of new services.

(k) ENTIRE AGREEMENT: Unless otherwise agreed to in writing, this Agreement contains the entire agreement and understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and/or understanding 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.

HTC, Inc.  
\_\_\_\_\_

**Broker**

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

\_\_\_\_\_  
**Print First and Last Name**

\_\_\_\_\_  
**Title**

1362 Lincoln Ave Holland, MI 49423  
\_\_\_\_\_

**Company Address**

800-841-9431  
\_\_\_\_\_

**Phone Number**

616-928-3357  
\_\_\_\_\_

**Fax #**

**CARRIER COMPLETES THIS PORTION**

\_\_\_\_\_  
**Carrier**

\_\_\_\_\_  
**Authorized Signature (Sign)**

\_\_\_\_\_  
**Print First and Last Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company Address**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Fax #**

**\*\*Carrier Initial:** \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



1362 Lincoln Avenue Holland, Michigan 49423



## Company Information

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### Company Name

HTC, Inc.  
1362 Lincoln Ave.  
Holland, MI 49423

### Company Information

Broker Authority MC 272938  
Federal ID 38-3227975  
Payment Terms 30 Days  
Year Founded 1995

### Corporate Contact Information

Telephone (616) 928-2300  
Fax (616) 928-3357  
Email loads@hutt.com  
Website <http://www.hutt.com>

### Paperwork Necessary for Payment

1. Proof of Delivery
2. Invoice
3. Rate Conformation Sheet

### Banking Information

Chemical Bank Dan Becksvoort  
Holland, MI Asst. Vice President  
616-738-2036

### Description:

Since 1995, HTC has built its reputation on providing dedicated services to our shipper customers. Our goal is to provide transportation cost savings across the board, while allowing customers to focus on their core business practices. HTC Inc. is a wholly-owned subsidiary of Hutt Trucking Co., Inc.

### Quick Pay/Advances:

Quick Pay is payment within 24 hours of the receipt of PODs. The fee is 3% of the balance due. We can issue a check to be placed in the mail or it can be direct deposited to your account. We require a copy of a voided business for direct deposit. The deposit will be in the carriers account by 9am the next day. Advances are also available after the driver is loaded. The advance fee is 3% of the amount taken, with a minimum charge of \$22.00.

## Trade References

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Company Name	Contact Person	Phone Number
1. Triple Crown	Accounts Receivable	260-416-3704
2. DR Smith	Accounts Receivable	260-352-2115
3. RTS Financial	Accounts Receivable	800-860-7926

