



**NATIONWIDE TRANSPORT LLC**

**P.O. Box 42726**

**Cincinnati, OH 45242**

Phone: 866-389-2907

Fax1: 888-600-5899

Fax2: 513-389-7128

Email: [carrier@nationwidetransport.net](mailto:carrier@nationwidetransport.net)

[www.nationwidetransport.net](http://www.nationwidetransport.net)

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## **NEW CARRIER SETUP**

Information we need from you to set you up as a new carrier:

\_\_\_\_\_ Contact Sheet

\_\_\_\_\_ Motor Carrier Authority

\_\_\_\_\_ Signed W-9 Form

\_\_\_\_\_ Certificate of Insurance naming Nationwide Transport LLC as certificate holder (see attached reference for your insurance co.)

\_\_\_\_\_ Signed Broker-Carrier Agreement (see attached – be sure to initial each page)



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## Contact Sheet

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

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

MC# \_\_\_\_\_ DOT# \_\_\_\_\_ Fed-ID# \_\_\_\_\_

Contact Name(s) \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

Dispatcher Name(s) \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

Website \_\_\_\_\_

### Service Area

Origin (mark "O")/Destination (mark "D")

South \_\_\_\_\_ Southwest \_\_\_\_\_

Southeast \_\_\_\_\_ West \_\_\_\_\_

Northeast \_\_\_\_\_ Northwest \_\_\_\_\_

Midwest \_\_\_\_\_ Canada \_\_\_\_\_

Number of Trucks \_\_\_\_\_ Number of Teams \_\_\_\_\_

Number of Trailer(s): Van \_\_\_ Flatbed \_\_\_ Reefer \_\_\_ Vented Van \_\_\_ 53' \_\_\_

RGN \_\_\_ Steps \_\_\_ DD \_\_\_



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## Insurance Request Form

To: \_\_\_\_\_  
(Carrier's Insurance Agent)

Insured: \_\_\_\_\_  
(Carrier's Company Name/Insured Name)

**Re: Certificate of Insurance**

**Dear Insurance Agent,**

**This fax is to request a signed Certificate of Insurance on the above named insured. The certificate should list the carrier's coverage for Cargo & Auto Liability. The certificate requires the following information:**

- 1. Auto Liability: \$1,000,000 minimum coverage**
- 2. Cargo Liability: \$100,000 minimum coverage**
- 3. The following listed as certificate holder or additional insured with a 30 cancellation notice:**

**Nationwide Transport LLC**

**P.O. Box 42726**

**Cincinnati, OH 45242**

**Please fax back the signed certificate to 888-600-5899 or 513-389-7128**



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## **Invoicing Procedures**

**All POD's must be faxed within 24 hours of Delivery to 866-805-8603**

**Remit all invoices to:**

**Nationwide Transport LLC  
Attn: Carrier Payment Dept.  
P.O. Box 42726  
Cincinnati, OH 45242**

**\*Do not send certified mail requiring a signature to this address since it is a Post Office box. This will delay the receipt of your invoice.**

**For invoicing via Overnight or Certified Mail, send to:**

**Nationwide Transport LLC  
Attn: Carrier Payment Dept.  
4445 Lake Forest Dr.  
Suite 475  
Cincinnati, OH 45242**

**Required Documentation for payment processing:**

- 1. Invoice referencing our Pro#**
- 2. Original Signed Bill of Lading and Proof of Delivery**
- 3. Signed Nationwide Transport Rate Confirmation**

**For payment request, please contact [invoice@nationwidetransport.net](mailto:invoice@nationwidetransport.net).**



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## QUICK PAY AUTHORIZATION FORM

Please select the Quick Pay plan you would like to enroll in:

\_\_\_\_\_ Next Day pay term with a 5% deduction plus a \$25 comcheck fee deduction

\_\_\_\_\_ 7 Day pay term with a 3% deduction plus a \$25 comcheck fee deduction

Select payment form:

\_\_\_\_\_ Comcheck

\_\_\_\_\_ Company Check (Note that the check will be sent regular mail)

I hereby agree that all future invoices will be paid to the undersigned via the above method once your invoice and **ORIGINAL BOL/POD** are received. The undersigned agrees to accept these payments as payment in full and not come back to Nationwide Transport for payment on the above mentioned fees and discounts.

Company Name: \_\_\_\_\_ MC# \_\_\_\_\_

I hereby acknowledge that I am an authorized to sign company documents for the above named company.

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

Printed Name: \_\_\_\_\_

**\*Please fax quick pay authorization form to 513-389-7128 or 888-600-5899**

**\*\*For any questions, please contact Rob Hendricks**

**([rhendricks@nationwidetransport.net](mailto:rhendricks@nationwidetransport.net))**

**\*\*\*Do not send certified or overnight mail that requires a signature to our P.O. Box. Please see invoicing instructions in your carrier pack for alternate mailing address.**

## Nationwide Transport LLC Contract Carrier Agreement

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_ with principal place of business at \_\_\_\_\_

hereinafter referred to as Carrier, and Nationwide Transport LLC, with principal place of business in Cincinnati, OH, hereinafter referred to as Shipper.

### WITNESSETH

Whereas, Carrier is authorized by the Interstate Commerce Commission to engage in the business of transporting General Commodities (except Household Goods), for interstate or foreign commerce under contracts with Shipper.

Whereas, Shipper is a broker of property, authorized by the Interstate Commerce Commission to arrange for the transportation of property by Carrier.

Now, therefore in consideration of the premises and Agreements herein contained, the parties agree as follows:

1. Shipper shall tender freight to Carrier, in an amount not less than one Shipment (truckload) per year. Carrier agrees to accept such shipments and Pickup, transport and deliver each shipment promptly and efficiently, as directed by shipper.
2. Whether Carrier is authorized, or does operate as a common carrier, each and every shipment tendered as Carrier shall be deemed as to a motor contract carrier and shall be subject to the terms of this Agreement and of law applicable to motor contract carriage. Rates published by Carrier in individual or bureau tariffs shall under no circumstances, be applicable to shipments tendered to Carrier by Shipper while this Agreement is in effect.
3. This Agreement shall remain in effect for one year from the date hereof. This Agreement shall renew itself for an additional one year period if not cancelled. Either Shipper or Carrier may terminate this Agreement upon thirty days written notice of its intent to terminate. The termination may be with or without cause. Termination of this Agreement shall not alleviate either party from any liability to the other arising pursuant to this Agreement.

4. Each shipment shall be evidenced by a receipt in the form specified by Shipper, which shall be signed by the Carrier. If the Shipper elects to use a bill of lading, freight receipt or other contract for each shipment. Conditions or provisions of such bill of lading or other form shall be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement shall govern. Upon delivery of each shipment, Carrier shall obtain a signed receipt from the consignee, in a form that is required by Shipper, showing that the goods delivered, the conditions of such goods, and the date and time of delivery.
5. On all shipments tendered to Carrier pursuant to this Agreement, compensation shall be paid to carrier in accordance with the rates, charges, and provision set forth in Appendix A which is attached hereto and made part hereof. The parties hereto may at anytime, agree, in writing or orally to be subsequently confirmed in writing to change such compensation for any specific shipment or shipments.
6. Each freight bill issued by Carrier hereunder, if completed correctly shall be paid by Shipper no later than thirty days after receipt by Shipper. Failure in one of more instances to make such a payment shall not be deemed a breach of this Agreement.
7. Carrier shall comply with all laws, rules and regulations of any duly constituted government Authority, which has a direct affect upon the transportation of goods rendered pursuant in this Agreement. Carrier at its sole cost and expense, shall be responsible for any acts, omissions or violations of its agents or employees. Carrier shall hold Shipper harmless from any fine, penalty or liability resulting from such acts or violations, provided however, that this shall not apply to any wrongful or negligent acts, omissions, or violations by the Shipper, its agents or employees.
8. Carrier shall agree to carry public liability, property damage and cargo liability at all times with a reputable insurance companies in amounts specified by Shipper. Carrier shall provide Shipper, upon request written certificates of insurance.
9. Carrier shall defend, indemnify, and hold harmless Shipper from and against all claims, liabilities and expenses that arise from the transportation service provided hereunder, provided, however, that nothing in this section shall require Carrier to indemnify Shipper against any claim or liability which results from a negligent act or omission on the part of the Shipper, agent of employee.
10. In the event of a shipment tendered to carrier pursuant to this Agreement is lost or damaged, Shipper will submit a detailed claim, in writing within thirty days after discovery of loss or damage, and Carrier shall settle such claim within thirty days from the date of receipt of such claim.
11. During the term of this Agreement in accordance with any subsequent extension thereof, Carrier agrees that neither it nor any employees or agent, shall back solicit the business of any party with whom they have come in contact with or become aware of, as a result of any shipments tendered to Carrier by Shipper pursuant to this Agreement.

12. Carrier shall provide Shipper service as a independent contractor, and Carrier shall provide sufficient personnel and equipment for all shipments provided under this Agreement. Shipper shall not be held responsible for any debts or obligation Carrier incurs under this Agreement. As such, Carrier shall not be held responsible for any debt or obligation incurred by Shipper, except as is expressly written in this Agreement. This is not an agreement creating any partnership or joint venture between parties.
  
13. This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other.
  
14. No modification or waiver of this Agreement and its terms shall be valid or binding unless in writing signed by both parties.
  
15. This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.
  
16. This Agreement shall be interpreted under laws of the State of Ohio.
  
17. This Agreement constitutes the entire agreement and understanding between parties and Supersedes al previous agreements and understanding, either written or oral.
  
18. In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the date first above written.

\_\_\_\_\_  
Carrier

Nationwide Transport LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

PM-26  
(Rev. 1/95)

SERVICE DATE  
April 08, 1998

FEDERAL HIGHWAY ADMINISTRATION

CERTIFICATE

MC 334433 C

NATIONWIDE TRANSPORT SERVICES, INC  
CINCINNATI, OH, US

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to 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 carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining  
Chief, Licensing and Insurance Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590.

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 334433

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906  
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Nationwide Transport, LLC

(Broker)

of 4000 South Faber Place #300 Charleston, SC 29405  
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.,  
(Name of Trustee)

a financial institution created and existing under the laws of the State of California  
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U. S. C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

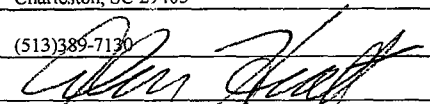
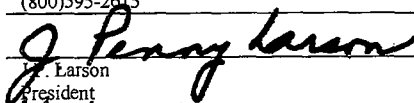


11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 13 day of April, 2010, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 7 day of July, 2011.

TRUSTOR		TRUSTEE	
Name	<u>Nationwide Transport, LLC</u>	Name	<u>PACIFIC FINANCIAL ASSOCIATION, INC.</u>
Address	<u>4000 South Faber Place #300 Charleston, SC 29405</u>	Address	<u>12707 High Bluff #200 San Diego, CA. 92130</u>
Telephone No.	<u>(513)389-7130</u>	Telephone No.	<u>(800)595-2615</u>
By	<u> Alan R. Hiatt President</u>	By	<u> J. Larson President</u>
Witness	<u> (Signature and Title)</u>	Witness	<u> (Signature and Title)</u>

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them

#### NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

\_\_\_\_\_ DATE SIGNED

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE OF TRUSTEE OR TRUSTOR