



**Fly True**  
t r a n s p o r t

## **CARRIER PACK**

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**Fly True Transport**  
**MC-390708-B**

PO Box 4120 #43363, Portland, OR 97208-4120

*Please email or fax completed Client Pack*

**Email:** [Matt.True@FlyTrue.com](mailto:Matt.True@FlyTrue.com)

**Phone:**

**Office:** 877.883.3758 (Ext 777)

**Cell:** 208.284.4468

**Fax:** 208.323.7626

# FlyTrue Transport

## Company Snapshot

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-MC: 390708-B

-DOT: 2591145

-Website: [www.FlyTrue.com](http://www.FlyTrue.com)

-Company Phone: 877.883.3758

-Company Fax: 208.323.7626

-Accounting Phone: 877.883.3758 Ext 6 Deanna

-Accounting Fax: 206-905-5905

-Accounting Email: [DGildea@TadAccounting.com](mailto:DGildea@TadAccounting.com)

-Mailing address: PO Box 4120 #43363, Portland, OR 97208-4120

-Physical address: 321 S Cotterell Dr. Boise, ID 83709

-FEIN: 80-0922952

-SCAC Code: FYTR

# FlyTrue trucking

MC-390708

Carrier

DOT-2591145

Broker

MC-390708-B



FlyTrue Transport LLC, previously operating under MC 741666 is excited to announce our merge with FlyTrue Trucking LLC MC-390708. A name change is effect with the FMCSA and will be finalized by 4-30-2015. The new name will be: FlyTrue Trucking LLC dba FlyTrue Transport LLC to be able to operate both companies with their own name and EIN.

We will be taking our company structure (LLC, Name, FEIN, Address, BMC-85 Broker Bond and Premium Reputation) and will be operating alongside our sister company FlyTrue Trucking LLC. Our new MC will be: MC-390708-B. Nothing will change in our operations except the MC number we operate under.

We're excited for the future services we can offer having a brokerage, a dispatching service and asset-based trucking company, all working beside each other.

We voluntarily revoked our broker operating authority under MC-741666 to be able to take our company structure and operate under MC-390708-B. Currently our broker bond is still active and getting transferred from our old MC number to our current MC number.

We will be sending you all the updated paperwork as soon as it's all processed. Feel free to contact us with any questions.

Warm Regards,

**Matt True**

CEO

Office: 877-883-3758 (ext 777)

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

<b>Employer identification number</b>																					
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### 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.

1. \_\_\_\_\_ Contact Information
2. \_\_\_\_\_ Copy of Authority (MC# and USDOT)
3. \_\_\_\_\_ Certificate of Liability and Cargo Insurance showing FlyTrue Transport as additional insured.
4. \_\_\_\_\_ W-9
5. \_\_\_\_\_ Broker/Carrier Agreement
6. \_\_\_\_\_ Direct Deposit Info and Voided Check (Optional)
7. \_\_\_\_\_ 5% Quick Pay Info and Voided Check (Optional)
8. \_\_\_\_\_ Schedule of Charge

## PROFILE PAGE

Name(s) of (point of

Contact: \_\_\_\_\_

Phone

Number(s): \_\_\_\_\_

Fax

Number(s): \_\_\_\_\_

E-mail(s): \_\_\_\_\_

Mailing

Address: \_\_\_\_\_

FEIN

Number(s): \_\_\_\_\_

MC

Numbers(s): \_\_\_\_\_

DOT

Numbers(s): \_\_\_\_\_

**Payment Options**  
**FOR PROMPT PAYMENT:**

Fax or e-mail paperwork to:

**FlyTrue Transport**

Fax: 206-905-5905

E-mail: [Accounting@FlyTrue.com](mailto:Accounting@FlyTrue.com) & [DGildea@TadAccounting.com](mailto:DGildea@TadAccounting.com)

Thank you for your cooperation and assistance,

**Deanna Gildea** (FlyTrue Accountant)

**Phone:**

877-883-3758 Ext. 6

**Email:**

[DGildea@TadAccounting.com](mailto:DGildea@TadAccounting.com)

**Fax:**

206-905-5905

**Quick Pay:** Issued the day after receipt of paperwork at the rate of 5% net pay. Invoices must be adjusted accordingly to reflect the quick pay amount. Invoices that are not adjusted will be paid at the full amount 2 business days after the receipt.

**Check:** Payments by check will be mailed out 20 days

**Direct Deposit:** Payments by direct deposit will be activated 20 days after receipt of paperwork. All paperwork must be clean and legible. If bills of lading/scale tickets are difficult to read, please write down the information on the paperwork & mail in originals.

**Quick Pay/Direct Deposit Info**

**5% Quick Pay - Yes \_\_\_\_\_ No \_\_\_\_\_**

Contact Deanna to get set up with our Direct Deposit program (normal pay or quick pay).  
Get it set up **ASAP** to avoid any delay in payment.

Thank You

**Phone:**

877-883-3758 Ext. 6

**Email:**

[DGildea@TadAccounting.com](mailto:DGildea@TadAccounting.com)

**Fax:**

206-905-5905

## **BROKER-CARRIER AGREEMENT**

**THIS Broker-Carrier Agreement** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between FlyTrue Transport, LLC an Idaho Limited Liability Company, with its place of business at 321 South Cotterell Drive, Boise, Idaho 83709 ("Broker"), which is a transportation broker of property properly authorized and registered with the Federal Motor Carrier Safety Administration ("FMCSA") of the Department of Transportation ("DOT") with license number MC390708, USDOT Number: 2591145, and \_\_\_\_\_, with its place of business at \_\_\_\_\_ ("Carrier").

### **RECITALS:**

**WHEREAS**, Broker regularly has the opportunity to control the routing of shipments under its arrangements with various consignees and consignors ("Customers"), including the working control over the selection of carrier and the payment of the charges for the transportation; and

**WHEREAS**, Broker desires Carrier to perform transportation of shipments that the Broker has obtained under its arrangements with various Customers; and

**WHEREAS**, Broker is a property broker registered and authorized by the FMCSA and Carrier is a motor contract carrier registered and authorized to operate in interstate and/or intrastate commerce by the applicable federal, state and local regulatory agencies, transporting general commodities and providing motor carrier services to meet the distinct needs of the Broker and the Customers.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants contained herein and intending to be legally bound, the Broker and Carrier agree as follows:

1. **Transportation Services.** Broker agrees to offer to the Carrier, from time to time, on a non-exclusive basis, shipments for Carrier to transport as a motor contract carrier to and from such points between which service may be required and Carrier is authorized to serve. Upon execution of this Agreement, Carrier shall furnish Broker a copy of each of its operating authorities and/or evidence of proper registration with the applicable federal, state and local authorities. Carrier shall accept said shipments and perform the transportation service in a prompt, competent and efficient manner within the generally-accepted service standards of the trucking industry and within the restrictions, if any, set by Customer(s). Carrier shall transport all accepted loads on equipment owned by or permanently leased to Carrier and may not broker the loads to any other carrier, or utilize substituted rail or other services. All services performed by Carrier at the direction of or on behalf of Broker during the term of this Agreement, shall be deemed to be that of a contract carrier by motor vehicle subject to all of the terms and conditions hereunder, and unless otherwise specifically agreed to in writing, this Agreement shall apply to all services rendered by Carrier to Broker.

2. Compensation to Carrier. Carrier and Broker shall establish mutually-acceptable contract rates, rules and accessorial charges and Carrier shall be paid, as its full compensation, solely on the basis of such rates and rules for the specified transportation services performed by Carrier. All such rates, rules and accessorial charges will be confirmed in writing or by facsimile or other agreed upon electronic transmission, properly signed by authorized representatives of each party, and by this reference fully incorporated herein. The source for miles to be used in the calculation of compensation for mileage based rates shall be the then current version of Google Maps© reflecting The Household Goods Carriers' Bureau Mileage Guide Tariff, unless otherwise agreed in writing by the parties.
3. Receipts and Bills of Lading. Each shipment hereunder shall be evidenced by a receipt, which shall be signed by Carrier or Carrier's agents or employee showing the kind and quantity of product received by Carrier at origin. Such receipt shall be evidence of Carrier's receipt of such shipment in good order and condition unless the contents of such shipment are not readily observable or as may otherwise be noted on the face of such receipt. If Carrier, Broker or its Customer elects to use a bill of lading, manifest or other documents, any terms, conditions and provisions of such bill of lading, manifest or other documents shall not modify or add to, but shall be subject and subordinate to the terms, conditions and provisions of this Agreement and, in the event they conflict with this Agreement, the terms, conditions and provisions of this Agreement shall prevail and take precedence.

Upon delivery of each shipment to the destination specified by Broker or its Customer, Carrier shall obtain a signature from the consignee or its agent showing the kind and quantity of product delivered, and any damages, overages or shortages thereof. Carrier shall notify Broker of any such damages, overages or shortages via phone immediately upon delivery, and confirm same in writing to Broker via facsimile within twenty four (24) hours of delivery.

4. Payment. Broker shall pay Carrier, on Customer's behalf, for Carrier's services within twenty (20) days of receipt of all necessary documentation, to be identified at acceptance of the load by Carrier, which may include, but shall not be limited to, the original bill of lading or shipping order, delivery receipt and Carrier's invoice indicating the trailer number and Broker's control number. Carrier agrees that it shall look solely to Broker for payment for any services rendered hereunder, and shall not, in any event, contact the Shipper regarding payment of freight bills without the prior, express written consent of Broker. Carrier agrees that no penalties, interest or late charges of any nature whatsoever will be assessed against Broker or its Customer(s) for occasional and inadvertent late payments.

Broker shall not be liable for payment to Carrier for services rendered hereunder until and unless Broker has received payment for the same services from its Customer. In the event Broker's Customer fails or refuses to pay Broker for services performed by Carrier hereunder, Broker shall have no liability to Carrier for payment and Carrier agrees to



seek recovery for any charges due solely from the defaulting Customer; however only upon written confirmation by Broker. In any such case, Carrier agrees not to file any claim, charge or action at law against Broker for payment of charges due hereunder.

5. Compliance with Laws. With respect to the transportation services provided herein, Carrier shall comply with all federal, state and local laws, rules, regulations and ordinances, including, but not limited to all rules and regulations promulgated by the STB, DOT and all other Federal and state agencies and departments having jurisdiction over the transportation services to be performed. Carrier shall defend, indemnify, and hold Broker and its Customers harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature whatsoever arising or resulting from Carrier's failure to comply with all such laws, rules, regulations and ordinances.
6. Equipment. The transportation services to be performed by Carrier shall be performed with equipment which is in good order, condition and repair and which meets with all applicable federal and state laws, rules and regulations, including, but not limited to those of the Department of Transportation.

Carrier understands that Broker deals in commodities requiring sanitary equipment which is in compliance with local, state and federal statutes and regulations. Carrier agrees that it will provide motor carrier equipment which is in compliance with such statutes and regulations, and specifically agrees that it will not provide equipment which has ever been utilized to haul garbage, trash, hazardous waste or Division 6.1 Poisonous/Toxic Material (as defined by 49 CFR §173.132).

7. DOT Safety Rating. Carrier hereby represents and warrants that its current safety rating (if any) issued the Department of Transportation is not less than "Satisfactory". In the event Carrier is issued a safety rating of less than "Satisfactory" at any time during the term of this Agreement, Carrier agrees to notify Broker immediately in the manner prescribed in the Notices provision contained herein. Broker shall have the right to terminate this Agreement immediately upon on any such issuance of a safety rating of less than "Satisfactory".
8. Public Liability Insurance and Indemnity. Carrier shall procure and maintain, at its sole cost and expense, with reputable and financially responsible insurance underwriters, acceptable to Broker, the following insurance coverages:
  - (a) Comprehensive General Liability insurance, occurrence basis, (including contractual coverage for the liabilities assumed herein) covering bodily injury (including injury resulting in death) and loss of or damage to property, in an amount not less than \$1,000,000 combined single limit per occurrence.
  - (b) Automobile Liability insurance (including contractual coverage for the liabilities assumed herein) to include any auto, or all owned, non-owned and hired autos, covering bodily injury (including injury resulting in death) and loss

of or damage to property (including environmental restoration), in an amount not less than \$1,000,000 combined single limit per occurrence.

- (c) Worker's Compensation insurance in the amounts required by statute in the jurisdictions where the services hereunder will be performed, and Employer's Liability insurance in an amount not less than \$500,000 per occurrence.
- (d) All Risk Cargo Liability insurance, to include mechanical refrigeration unit breakdown if applicable, in an amount not less than \$100,000 per trailer, and shall not contain any exclusions for employee theft or dishonesty.
- (e) Any other insurance which may be required by any applicable federal, state or local laws, rules, regulations or ordinances.

Absent applicable state laws or regulations to the contrary, the policies specified in (a) and (b) above shall not contain any exclusions for punitive damages. Carrier shall furnish to Broker written certificates without request (and, if requested by Broker, copies of insurance policies) showing that the above insurance has been procured and is being maintained, the amount of any deductibles applying to each policy, and specifying the name of the insurance underwriter, issuing agency or broker, the policy number or numbers, and the expiration date or dates. Such insurance policies shall provide (without reservation or restriction) that in the event of cancellation or material modification of any policy, written notice shall be given to Broker at least thirty (30) days prior to the effective date of such cancellation or modification as to each policy.

Carrier specifically acknowledges that providing proof of the insurance coverages required herein shall in no event be construed as limiting its liability in the performance of its obligations hereunder, and shall not constitute a representation by Broker or its Customers that such insurance and its limits of coverage are adequate to protect the interests of Carrier.

9. Indemnity. Carrier shall defend, indemnify and hold Broker and its Customers and their respective past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which Broker may be subjected on account of loss or destruction or damage to any property whatsoever (including cargo), or injury to, or death of, persons whomsoever, arising out of or in connection with the transportation of property under this Agreement by Carrier, its agents, or employees. Carrier's obligation to defend, indemnify and hold Broker and its Customers harmless under this Section 9 shall not in any manner be limited by any limitation on the amount or types of damages, compensation or benefits payable by Carrier, its agents or subcontractors under applicable worker's compensation acts, disability benefit acts or other employee benefit acts, and Carrier hereby specifically waives any immunity it may have under such acts.

10. Cargo Liability and Claims. Carrier shall be liable to Broker, and its Customers, for all loss, damage or injury to all cargo occurring while in the possession or under the control of Carrier hereunder, or resulting from Carrier's performance or failure to perform the services undertaken by Carrier under the terms of this Agreement. Any attempt by Carrier to limit its liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt or tariff (whether filed, published or independently determined), whether purported to be incorporated by reference into this Agreement by an attachment or otherwise shall be deemed null and void.

Except as specifically set forth to the contrary herein, all claims for overage, shortage, loss and damage and any salvage arising therefrom under this Agreement shall be submitted to Carrier and handled and processed in accordance with 49 CFR Part 370. Carrier shall acknowledge receipt of all such claims within thirty (30) days, and shall settle all claims within sixty (60) days of receipt. Broker reserves the right to withhold payment of any money due for services rendered by Broker where claim liability is disputed, until the Broker and Carrier come to a mutual understanding.

In the event branded or labeled goods are damaged, Broker may determine, in its sole discretion, whether the goods may be salvaged and, if salvageable, the value of such salvage. Carrier agrees that it shall not sell, otherwise dispose of, or permit the sale, disposal or salvage of any goods bearing any trade name, trademark, logo or service mark without first obtaining the written consent of Broker and then removing all such trade names, trademarks, logos or service marks prior to such sale or disposal.

The time limits for filing of loss and damage claims, and the time limits for filing any action at law for disallowance of claims, shall be governed by the provisions contained in 49 U.S.C. Section 14706.

11. Undercharge and Overcharge Claims. Except as otherwise expressly provided for herein, Carrier shall process all overcharge and duplicate payments as provided in 49 C.F.R. Part 1008. The time limit for filing of initial claims for alleged undercharges or overcharges under the terms of this Agreement shall be one hundred and eighty (180) days from the date of delivery of the shipment. Failure to file a claim challenging initial charges within said one hundred and eighty (180) day period shall forever bar any action at law for recovery of same. Any action at law by either party to collect alleged undercharges or overcharges under the terms of this Agreement shall be commenced not later than eighteen (18) months after delivery of the shipment. Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.
12. Independent Contractor. Carrier is a lawfully licensed operator with required insurance, process agents and motor common carrier or contract carrier authority under the Interstate Commerce Act and shall provide service under its own certificate(s) or permit(s). This Agreement does not make Carrier an agent, a legal representative, joint venture, or partner of Broker for any purpose whatsoever. It is understood between the parties hereto that Carrier is to act as an independent contractor and is in no way authorized to make

any contract, warranty or representation on behalf of Broker, or to create any obligation expressed or implied on behalf of Broker. It is expressly agreed and understood that Carrier shall not be considered under the provisions of this Agreement or otherwise as having any employment status with Broker, or as being entitled to partake in any plans, distributions, or benefits extended by Broker to its employees. Carrier assumes full responsibility for payment of federal, state and local taxes or contributions for unemployment insurance, pensions, workers' compensation or other social security and related protection with respect to the persons engaged in the performance of the services rendered hereunder and agrees to comply with applicable federal, state and local laws, ordinances, regulations and rules applicable thereto. Carrier does hereby indemnify and hold harmless Broker and its Customers from any liability, loss or expense on account of Carrier's failure to comply with such applicable federal, state and local laws.

13. No Lien. Carrier shall have no lien, and hereby expressly waives its right to any lien, on any cargo or other property of Broker or its Customers.
14. Termination. This Agreement shall be effective on the date hereof and shall continue until terminated by ten (10) days' written notice from one party to the other. Unless otherwise specifically agreed to in writing, this Agreement shall apply to all services rendered by Carrier to Broker.
15. Waiver of Remedies. Pursuant to Title 49 U.S.C. Section 14101(b)(1) the parties hereby expressly agree to waive all rights and remedies available under the Interstate Commerce Act as amended, and regulations promulgated thereunder, except as otherwise provided in this Agreement, and excepting those provisions governing registration, insurance, and safety fitness. The exclusive remedy for alleged breach of this Agreement shall be an action filed in an appropriate State court or United States District Court.
16. Choice of Law. This Agreement shall be deemed executed in the State of Idaho and shall be interpreted, in the event of a dispute arising hereunder, under the laws of Idaho with the exception of its conflicts of laws provisions. In the event that a dispute shall arise concerning the terms, conditions or performance under this Agreement, then the dispute shall be settled in the appropriate Idaho state court or the Federal District Court for the District of Idaho.
17. Notices. All notices as required by any of the terms and conditions of this Agreement shall be deemed given with the notices prepared, adequately addressed and deposited in the United States mail, postage prepaid. Notices to Broker and Carrier are adequately addressed as follows:

Broker:  
FlyTrue Transport  
PO Box 4120 #43363  
Portland, OR 97208-4120  
\_\_\_\_\_

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

18. Non- Waiver. If either party fails to enforce, or waives the breach of any term or condition of this Agreement, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any other part of this Agreement, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to this Agreement.
19. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.
20. Confidentiality. During the course of the performance of this contract, Broker may divulge to Carrier, or Carrier may acquire certain confidential, proprietary information, which is the property of the Broker. Such information may include but not be limited to, custom lists, pricing arrangements, routing information, business plans, ideas for future business plans and similar information, including trade secrets as that term is defined in Idaho Cede 48-801(5), as now constituted or as may hereafter be amended. Carrier agrees to absolutely not disclose any confidential information as set forth in this paragraph without the express written consent of the Broker. This duty shall apply throughout the period of this transportation contract and shall continue to apply after its termination. If this contract is terminated for any reason, Carrier will immediately return to Broker all confidential information of the Broker which it possesses in written or electronic form and will destroy any copies, summaries or other accounts thereof which may be in its possession or under its control. The parties hereto shall protect the confidentiality of all non-public information developed by either of them in connection with the Agreement. This Agreement and all such information developed in connection herewith shall be held in confidence by each party for the duration of the Agreement and for a period of three (3) years thereafter unless prior written approval authorizing such disclosure is obtained from the other party or either party is required by law or governmental authority to disclose.
21. Non-competition/Non-solicitation. For a period of three (3) years following the termination of this agreement, the Carrier agrees to not, in any form whatsoever, whether as a corporation, limited liability corporation, partnership, contractor, employer, or employee, or in any other form, directly or indirectly, compete with the Broker in the motor carrier broker business, within Broker's traditional marketing area, which for purposes of this agreement shall be considered. Should Carrier be in violation of this paragraph, it may be enforced by Broker for an action at law for damages or by a suit in equity for an injunction or both, at the option of the Broker.

Additionally, Carrier shall not, in any form whatsoever, whether as a corporation, limited liability corporation, partnership, contractor, employer, or employee, or in any other form, act as a Carrier or otherwise transport products for any shipper of property for which Carrier has provided transportation services pursuant to this agreement three (3) years after the termination of this agreement. For every breach of this paragraph, Carrier shall pay to Broker as liquidated damages, and not as a penalty, a sum equal to

three (3) times the amount received by Carrier from the shipper for transportation of property in violation of this paragraph.

- 22. Administrative - Severability. In the event that any provision of this Agreement shall be construed as or declared to be invalid, unenforceable or unconstitutional, then said provision shall be considered severed from this Agreement to the extent of such invalidation, unenforceability or unconstitutionality. All remaining provisions of this Agreement shall remain in full force and effect.
- 23. Section Headings. All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- 24. Preferred Form. This Agreement exclusively and completely states the rights and obligations of the parties hereto with respect to the subject matter hereof and supersedes all other agreements, oral or written, with respect to such subject matter and, except as and to the extent expressly provided herein, supersedes all tariffs or rates heretofore or hereafter published, filed or independently determined by Carrier. Any modification or alteration of this Agreement shall have no force or effect unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first hereinabove written.

**Broker:**

**Carrier:**

FlyTrue Transport LLC

Matt True  
(Print Name)  
[Signature]  
(Signature)

CEO & Freight Specialist

\_\_\_\_\_  
(name of carrier)

By: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

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

**Request for Taxpayer  
Identification Number and Certification**

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

Name (as shown on your income tax return)  
**FlyTrue Transport LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee  
 Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt, or suite no.)  
**321 S Cotterell Dr**

City, state, and ZIP code  
**Boise, ID 83709**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number										
			-				-			

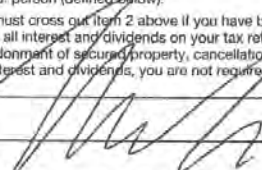
Employer identification number									
8	0	-	0	9	2	2	9	5	2

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶ **5/14/2013**

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.



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

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

**SERVICE DATE**  
April 22, 2015

**LICENSE**  
**MC-390708-B**  
U.S. DOT No. 2591145  
FLYTRUE TRUCKING LLC  
BOISE, ID

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.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO



A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906  
or Notice of Cancellation of the Agreement

# FORM BMC-85

Filer FMCSA Account Number: 26027

License No. MC- 390708

KNOW ALL MEN BY THESE PRESENTS, that we, FlyTrue Trucking, LLC d/b/a FlyTrue Transport  
*(Name of Broker or Freight Forwarder)*  
of 321 S Cotterell Dr Boise Idaho 83709  
*(Street) (City) (State) (Zip)*  
as TRUSTOR (hereinafter called Trustor), and Transport Financial Services, LLC  
*(Name of Trustee)*  
a financial institution created and existing under the laws of the State of Florida as TRUSTEE (hereinafter called Trustee)  
*(State)*

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 either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) 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 either a licensed Broker or a licensed Freight Forwarder 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:

- 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.
- 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.
- 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.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, 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 Trust or 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 Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
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 Florida, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1st day of October, 2013, 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 Principal and Surety have executed this instrument on the 1st day of October, 2013.

**TRUSTOR**

FlyTrue Trucking, LLC d/b/a FlyTrue Transport  
 COMPANY NAME  
321 S Cotterell Dr Boise  
 STREET ADDRESS CITY  
Idaho 83709 208-284-4468  
 STATE ZIP CODE TELEPHONE NUMBER

Matt C True  
 (type or print Principal officer's name and title)

[Signature]  
 (Principal officer's signature)

[Signature]  
 (type or print witness's name)

Sara True  
 (witness's signature)

**TRUSTEE**

Transport Financial Services, LLC  
 COMPANY NAME  
850 W Garden Street Suite A Pensacola  
 STREET ADDRESS CITY  
Florida 32502 850-433-2294  
 STATE ZIP CODE TELEPHONE NUMBER

Marold Studesville  
 (type or print Principal officer's name and title)

[Signature]  
 (Principal officer's signature)

Lacey Hammes  
 (type or print witness's name)

[Signature]  
 (witness's signature)

**NOTICE OF CANCELLATION**

This is to advise that the above Trust Fund Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is hereby cancelled 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 \_\_\_\_\_

Only financial institutions as defined under 49 CFR 387.307(c) 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.



FILED EFFECTIVE



# CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2013 MAY 13 AM 10:37

SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited liability company is:

FlyTrue Transport LLC

2. The complete street and mailing addresses of the initial designated office:

321 S Catterell Dr

(Street Address)

Boise ID 83709

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Matt True

(Name)

321 S Catterell Dr

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Matt True

321 S Catterell Dr, Boise ID 83709

5. Mailing address for future correspondence (annual report notices):

321 S Catterell Dr, Boise ID, 83709

6. Future effective date of filing (optional): \_\_\_\_\_

Signature of a manager, member or authorized person.

Signature

Typed Name: Matt True

Signature \_\_\_\_\_

Typed Name: \_\_\_\_\_

Secretary of State use only

IDAHO SECRETARY OF STATE  
05/13/2013 05:00  
CK: 1396838 CT: 172899 DH: 1373486  
1 @ 30.00 = 30.00 CONVERSION # 2  
1 @ 20.00 = 20.00 EXPEDITE C # 3

W125160

**CREDITSTOP® BROKER**
**REPORT A BROKER!**

Print Activate Your Watchlist

FLYTRUE TRANSPORT LLC  
 Location: BOISE, ID  
 Phone Number: (877) 883-3758  
 Fax: (208) 323-7626  
 Toll-Free: (877) 883-3758

Average Days-to-Pay

**21**[View Trend Chart](#)

Experience Factor

**A**[Show Legend](#)Get the CreditStop Shipper report for [Broker MC Number 390708](#)**Insurance Information**

Liability Information - Policy #CA 3617-74

Insurance Co: UNITED FINANCIAL CASUALTY COMPANY Insurance Date: 04/01/2015

Fund Information - Policy #26027

Insurance Co: TRANSPORT FINANCIAL SERVICES, LLC Insurance Date: 04/16/2015

**Authority Information**

Broker MC Number 390708

Authority Type	Authority Status	Application Pending	Revocation Pending
Common	A	N	N
Broker	A	N	N

Insurance Type	Insurance Required	Insurance on File
BIPD	Y	Y
BOND	Y	Y

**FMCSA**[Federal Motor Carrier Safety Administration](#)

[Click Here to view any updated Insurance, Bond, and Registration Info based on Broker MC Number 390708.](#)

**Information Submitted by FLYTRUE TRANSPORT LLC**

Type: CORPORATION  
 Company Start Date: 2000  
 Owner: MATT TRUE  
 Employee Count: 12  
 Volume:  
 MC, DOT, OR FF: 390708

Bond Company: TRANSPORT FINANCIAL SERVICES LLC  
 Contact Name: CLAIMS DEPARTMENT  
 Phone: (800) 595-2615  
 Fax: (623) 209-2610  
 Start Date: 4/16/2015 12:00:00 AM  
 Exemption:

Needed Paperwork: INV,BOL,SCALE TICKETS  
 Payment Policy: NET 20

**References Submitted by FLYTRUE TRANSPORT LLC**

Name: LJT TRUCKING LLC  
 Contact: BRIAN 870475-C  
 Phone: (775) 340-2428  
 Fax: (775) 738-8887

Name: FISCUS MOTOR FREIGHT INC  
 Contact: 134329  
 Phone: (509) 969-2007  
 Fax: (509) 248-6971

Name: LCS ENTERPRISES  
 Contact: LEE SMITH 190137-C

# References

## **FlyTrue Transport**

Phone: 877.883.3758 Fax: 208.323.7626

PO Box 4120 #43363, Portland, OR 97208-4120

**X-X-X-X-X-X-X-X-X-X-X-X-X-X-X**

**American Drilling  
Spokane Valley, WA  
Jose: 509.863.1183**

**LJT Trucking  
Elko, NV  
Brian: 775.340.2428**

**Stone Wings  
Ellensburg, WA  
509. 962. 3331**

**Pacific Steel & Recycling  
Missoula, MT  
Gary: 406. 791. 8530**

**Clayton Tree Farms  
Wilder, ID  
Joe: 208. 447. 6254 all**

**Fast Way Transport  
Spokane, WA  
Chris: 509.533.0701**