



## Carrier Set Up Packet

Dear Valued Customer,

Thank you for your time and interest in Leon Cannon Logistics. Being a minority owned and asset-based business for over 20 years has taught us the importance and value that you, the truck, provide to Leon Cannon. It is my sincerest hope and belief that this is the beginning of a long and mutually prosperous business relationship.

*"We are a customer-focused transportation and logistics company. Our mission is to align ourselves with company partners that conduct business through collaboration and communication."*

### Please return the following items:

- Copy of your Carrier Authority
- Insurance Certificate from insurance company showing Leon Cannon Logistics as certificate holder on your policy *\*\*Please Note: Need the Certificate from Insurance Company or Agent*
- Signed 2018 or newer copy of W-9
- Carrier Profile Sheet
- Signed Broker – Carrier Transportation Agreement

## Leon Cannon Information

<b>Corporate Name</b> WMJ Enterprises, LLC.	<b>DBA</b> Leon Cannon Logistics
<b>FID #</b> 270850239 <b>Authority</b> 276676	<b>DOT #</b> 1978629 <b>SCAC #</b> CNKD
<b>Mailing Address</b> PO Box 979 Lowell, AR 72745	<b>Physical Address</b> 200 S. Bloomington Ste H Lowell, AR 72745
<b>Phone Number</b> 888-782-5828	<b>Accounting Email</b> payables@leon-cannon.com
<b>Insurance Company</b> CSI Insurance	<b>Insurance Contact</b> Donna Hindsman
<b>Insurance Phone Number</b> 479-968-5553	

**General Liability** \$2M    **Auto Liability** \$1M    **Workers Comp** \$1M    **Motor Cargo** \$100M    **Deductible** \$1000.00

Leon-Cannon Logistics is a participating member of the **Diamond Broker Program** at **Level I** (Highest level)

**Internet Truckstop®** and **ITTrust** gives the following assurances

\***ITS Financial Services** is either the holder or affiliated with the holder of the Broker's bond. **ITS Financial Services** verifies the bond is fully funded, current and in full compliance with all F.M.C.S.A regulations.

Leon-Cannon Logistics consistently maintains an "A" credit score and has a proven record with **Internet Truckstop®** of meeting or exceeding industry standards and no valid claims filed or been filed on this bond within the past 6 months.



## Credit References

<b>Angie's Transportation</b> MC# 808134    DOT# 2358678 St Louis, MO 63147 Ph.# 314-385-3540 angiestrans@gmail.com	<b>American Eagle Transport INC</b> MC# 676605    DOT# 1873886 Lake Dallas, TX 75065 Ph.# 940-808-0290 dispatch@americaneagletransport.com	<b>Hubfly Logistics</b> MC# 815256    DOT# 2375272 Elk Grove Village, IL 60009 Ph.# 773-569-3251 hubflylogistics@gmail.com
<b>Wipeout Transportation</b> MC# 965450    DOT# 2876701 Bowling Green, KY Ph.# 270-495-1141 wipeoutlogistics@gmail.com	<b>Vynera Transportation INC</b> MC# 586954    DOT# 1585417 Woodridge, IL 60517 Ph.# 815-630-5362 x4460 dispatch@vynera.com	<b>C&amp;W Transport Carriers LLC</b> MC# 824020 Lake City, CA 30260 Ph.# 678-246-6733 Christverry1@gmail.com



## Bond Agreement

BOND NO: 20130926600

ACCT LOC ID: 100119059

Page 1 of 2

License No.: MC - 276676

### Indemnity Bond

KNOW ALL MEN BY THESE PRESENTS, that  
**WMJ ENTERPRISES LLC**  
**LEON CANNON LOGISTICS**

Property Broker Name

(hereinafter referred to as "Principal"), as principal, and AMERICAN ALTERNATIVE INSURANCE CORPORATION (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto ITS FINANCIAL SERVICES LLC, (hereinafter referred to as "ITSFS"), as Oblige, in the sum of Fifty Thousand and no/100 Dollars (\$50,000), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Witness our hands and seals this 27 day of September, 2013.  
Date Month Year

WHEREAS, ITSFS has entered into an agreement with Principal under the terms of which ITSFS has agreed to act as Trustee under that certain Trust Fund Agreement on behalf of Principal as required pursuant to regulations as promulgated by the Federal Motor Carrier Safety Administration (FMCSA) as "Financial Security" in connection with Principal's desire to be duly licensed as a Property Broker or a Household Goods Broker which regulations require Principal and ITSFS provide a trust fund in the amount of Seventy Five Thousand and no/100 Dollars (\$75,000.00); and

WHEREAS, Principal has deposited the sum of Twenty Five Thousand and no/100 Dollars (\$25,000) in trust to ITSFS, which funds are held in a trust account for Principal under trust account number 20130926600; and  
Trust Account Number

WHEREAS, ITSFS has agreed to continue as Trustee on behalf of Principal in connection with the regulations of the FMCSA provided Principal provides this Indemnity Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

1. This bond shall apply only to losses that may accrue against the trust account funds for payment that would be required under the Financial Security regulations of FMCSA resulting from acts of Principal in its capacity as a Property Broker or a Household Goods Broker.
2. This bond shall act as excess over and above said trust fund and shall be applied only in the event any loss for any single claimant or any group of claimants exceeds said trust fund amount.
3. ITSFS shall use funds in said trust for any valid claim against Principal prior to acting upon this bond obligation, and shall provide proof of payment to Surety as an additional condition to recovery hereunder.
4. ITSFS shall provide Principal and Surety with proof of all claims within 10 days of receipt thereof and proof of payment of the full cash amount in trust within 5 days from the date of final payment.
5. It is understood and agreed that Surety reserves all rights to review and determine the validity of all claims, prior to making payment hereunder.
6. Any recoveries received from Principal in the event of any losses paid shall first be applied to any payments made hereunder. Surety shall be subrogated to ITSFS's rights of recovery hereunder and shall have the right to pursue recovery from the Principal at its sole discretion.
7. Regardless of the number of claims made hereunder, or the number of claimants for which payment is made, the aggregate liability of the Surety for any and all such claims shall not exceed the penal sum of Fifty Thousand and no/100 Dollars (\$50,000.00).
8. Regardless of the number years this bond may be in force, the penalty shall not be cumulative and the aggregate liability of the Surety for all years shall not exceed Fifty Thousand and no/100 Dollars (\$50,000.00).



2567



**MC Authority**

**LICENSE**

**MC-276676-B**

**WMJ ENTERPRISES LLC  
LEON CANNON LOGISTICS  
LOWELL, AR**



**U.S. Department of Transportation**

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

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**



**Carrier Profile**

<b>MC AUTHORITY #</b>		<b>U.S. DOT #</b>
<b>COMPANY NAME</b>		<b>DISPATCH CONTACT NAME</b>
<b>MAILING ADDRESS</b>	<b>CITY, STATE, ZIP</b>	<b>EMAIL ADDRESS</b>
<b>Phone#</b>	<b>Fax</b>	<b>After Hours Contact</b>

**EQUIPMENT TYPES (QUANTITY)**

\*\*Please tell us any of any Preferred / Backhaul lanes you would be interested in.\*\*

**DRY VAN                      FLATBED/SD                      REEFER                      OTHER**

**Insurance Provider Information**

<b>INSURANCE COMPANY NAME</b>	<b>AGENT/CONTACT</b>
<b>PHONE #</b>	<b>POLICY #</b>

**References**

<b>Company Name</b>	<b>City, State</b>	<b># Loads Done</b>
<b>Contact Name</b>	<b>Phone #</b>	<b>Email</b>
<b>Company Name</b>	<b>City, State</b>	<b># Loads Done</b>
<b>Contact Name</b>	<b>Phone #</b>	<b>Email</b>
<b>Company Name</b>	<b>City, State</b>	<b># Loads Done</b>
<b>Contact Name</b>	<b>Phone #</b>	<b>Email</b>

**Factoring Company Information**

<b>Factoring Company Name</b>	<b>Account/Reference #</b>	
<b>Address</b>	<b>City, ST, Zip</b>	<b>Phone #</b>
<b>Contact Name</b>	<b>Email Address</b>	



### Broker – Carrier Transportation Agreement

This Broker- Motor Carrier Transportation Agreement (hereinafter referred to as the “**AGREEMENT**”), is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and **WMJ ENTERPRISES LLC., DBA Leon Cannon Logistics** with its office located at 200 S. Bloomington Ste. H, Lowell, AR 72745 (hereinafter referred to as “**BROKER**”) and \_\_\_\_\_ (hereinafter referred to as “**CARRIER**”) (hereinafter “**BROKER**” and “**CARRIER**” will be collectively known as “**PARTIES**”).

WHEREAS, “**BROKER**” is a licensed Property Broker by the Federal Motor Carrier Safety Administration (FMCSA), in Docket Number MC - 276676 , or by appropriate State agencies, and as a licensed broker, arranges the transportation of goods or merchandise from point of origin to the point of destination for compensation by the most effective mode or means of transport.

WHEREAS, “**CARRIER**” is a person (or company) registered (“registered” means operating under authority issued by all applicable regulatory authorities) to carry the goods / merchandise (property) of another person (or company) by commercial motor vehicle for compensation (copies of “**BROKER**” Operating Authorities sent upon request and be found online at [http //li-public.fmcsa.dot.gov/](http://li-public.fmcsa.dot.gov/)).

WHEREAS, the name “**SHIPPER**” will be known as the “**CUSTOMER**” of the “**BROKER**”, and is also known but not limited to the names “**CONSIGNOR**”, “**CONSIGNEE**”, and “**RECEIVER**”.

### Carrier Represents and Warrants

- 1.1.** is an operator of commercial motor vehicles, authorized to provide the transportation of goods under contracts with shippers, receivers and brokers of materials, merchandise and general commodities, and
- 1.2.** shall transport the goods or merchandise (property), under its own Operating Authority and is subject to the terms of this Agreement, and
- 1.3.** makes the representations herein for the purpose of inducing **BROKER** to enter into this Agreement, and
- 1.4.** agrees that a Shipper’s insertion of **BROKER**’s name as the carrier on a bill of lading shall be for the Shipper’s convenience only and shall not change **BROKER**’s or **CARRIER**’s status as defined above, and
- 1.5.** will not re-broker, assign or interline 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 1.8, **CARRIER** will be liable for consequential damages for violation of this Paragraph, and
- 1.6.** is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial (or state) and local laws relating to the provision of its services including, but not limited to transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation 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
- 1.7.** **CARRIER** will notify **BROKER** immediately if any Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change
- 1.8.** **CARRIER** shall defend, indemnify and hold **BROKER** and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. **BROKER** shall not be liable to the **CARRIER** for any claims, actions or damages due to the negligence of the **CARRIER**, or the shipper. The obligation to defend shall include all costs of defense as they accrue, and
- 1.9.** does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify **BROKER** in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”, and
- 1.10.** authorizes **BROKER** to invoice **CARRIER**’s freight charges to shipper, consignee, or third parties responsible for payment, and
- 1.11.** has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of **BROKER** and is granting **BROKER** credit terms accordingly.

<u>Initial</u>	<u>Date</u>
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## Broker Responsibilities

**2.1. SHIPMENTS, BILLING & RATES** BROKER agrees to tender freight of its Customers to CARRIER and BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

**2.2.** BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit 1, et seq.). Additional rates for truckload or LTL shipments, or requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit 1, Amendment 1.1, et seq.

**2.3. 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 has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit 1, Amendment 1.1, et seq. 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.

**2.4. PAYMENT (2.4) i.** CARRIER shall make a best effort to invoice BROKER within thirty (30) days of a shipment's delivery. BROKER agrees to pay CARRIER's invoice upon receipt of bill of lading within thirty (30) days, or by payment options listed in Sec 2.8 of this agreement or as otherwise agreed in writing by BROKER from CARRIER or (1) the original bill of lading or shipping order, (2) delivery receipt (such bills of lading, shipping orders and delivery receipts shall be referred to as "Shipment Documents"), (3) a copy of the tender and (4) CARRIER's invoice. CARRIER shall write the BROKER load number on each invoice for purposes of identification and cross-referencing. CARRIER shall note payment option on Invoice, if no payment option noted BROKER shall pay CARRIER'S invoice within terms of agreement. BROKER reserves right to withhold payment or short-pay CARRIER to recover losses caused by CARRIER. Failure by CARRIER to provide shipment documents within 15 days may, within the sole discretion of and to the satisfaction of BROKER, be grounds for withholding or delaying payment for services related to the subject shipment. BROKER shall have no responsibility to pay and invoice received more than one hundred eighty (180) days from the date of shipment's delivery. The parties agree that any monies owed by BROKER to CARRIER may be withheld or offset by any claims or other amounts that CARRIER may owe to BROKER, including but not limited to for any claims or other amounts that CARRIER may owe to BROKER, including but not limited to for any overpayments or payments made in error by BROKER. In addition, the CARRIER ceases operations, has insurance coverage's cancelled, revoked, otherwise breaches AGREEMENT, files petition in bankruptcy, has a trustee appointed to liquidate assets of CARRIER, the parties agree any monies owed by BROKER to be withheld and offset any claims or amounts that may be owed by CARRIER to BROKER.

**(2.4) ii.** Payment and other disputes are subject to the terms of Par 4.4, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

**(2.4) iii. Responsibility for Payment** CARRIER agrees that it shall look solely to BROKER for payment for any services rendered hereunder, and shall not, in any event whatsoever, contact the Customer, Shipper, Consignor or Consignee regarding payment of freight bills without the prior, express written consent of BROKER. In the event CARRIER or any of its independent contractors, subcontractors, owner operators or other agents violates this provision, then CARRIER shall be subject to the penalty of \$500 per occurrence.

**2.5. NO LIEN** CARRIER shall have no lien and CARRIER hereby expressly waives its right to any lien on any cargo or other property of BROKER or its Customers. As such, CARRIER shall not withhold any freight due to a dispute with BROKER regarding any freight charges.

**2.6. INDEMNITY BOND** BROKER shall maintain a surety bond 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.

**(2.6) i.** Filed with FMCSA on the 27th day of September, 2013 -Bond NO 20130926600; Acct ID 100119059. AMERICAN ALTERNATIVE INSURANCE CORPORATION referred as "SURETY" and BROKER are held and firmly bound unto ITS FINANCIAL SERVICES LLC, the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) and acts as TRUSTEE on behalf of BROKER. Under the Bond Agreement deposits by BROKER and ITS FINANCIAL SERVICES LLC have provided Trust Fund for "FINANCIAL SECURITY" in the amount of Seventy Five Thousand and no/100 Dollars (\$75,000.00) in connection with the regulations of the FMCSA (Copy of Bond Agreement Below).

**2.7.** If applicable, BROKER will notify CARRIER immediately if its Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, 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.

**2.8. PAYMENT ADVANCES, OPTIONS & FEES** Unless otherwise agreed to in writing by BROKER and CARRIER, the following payment options, advances and service fees (if applicable) are available to CARRIER for their convenience. CARRIER acknowledges that payment options are provided by BROKER as convenience and use of payment options applicable fees do apply. CARRIER authorizes BROKER to deduct applicable fees from monies owed CARRIER for use of payment options and advances.

**(2.8) i. FUEL ADVANCE** Up to forty percent (40%) of the CARRIER line haul rate in form of COM-CHECK (COMDATA CHECK) upon verification that CARRIER is loaded. Verification from Shipper and a Copy of load BOL is needed before advance is given.

**(2.8) ii. PAYMENTS** Payment options for services agreed upon are available to CARRIER if they so choose otherwise payment is issued as stated above in Par (2.4.) i. or *\*Option 1* Payment by Check issued for full amount within 30 days upon receipt of Carrier Invoice, Original Shipment BOL or copy, and Leon Cannon Rate Confirmation. *Convenience Fee for Option 1* No fee applies.

*\*Option 2* Payment by Check issued for full amount within 10 Business days upon receipt of Carrier Invoice, Original Shipment BOL, and Leon Cannon Rate Confirmation. *Convenience Fee for Option 2* Five percent (5%) of actual check amount.

<u>Initial</u>	<u>Date</u>

## Carrier Qualifications

- 3.1. AUTHORITY** As stated in the Recitals, CARRIER shall provide proof that it is duly authorized to perform the specified services it is to provide BROKER. CARRIER shall not transport any tendered shipment and shall notify BROKER immediately in the event all or any part of such required authority is cancelled. If CARRIER performs any services for which it does not or no longer possesses proper authority, then it shall forfeit the right to payment for such services and shall hold BROKER and Customers harmless under the terms of Indemnification herein.
- 3.2. SAFETY RATING** Unless otherwise approved, the safety rating for CARRIER must be Satisfactory. CARRIER shall immediately notify BROKER if CARRIER'S safety rating becomes Conditional or Unsatisfactory. In the event of a Conditional or Unsatisfactory rating, BROKER may suspend all tender of all shipments until such rating is again acceptable and BROKER may exercise the right to immediate termination of the AGREEMENT.

## Carrier Responsibilities

- 4.1. EQUIPMENT** CARRIER shall ensure that the transportation services shall be performed with equipment which is in good order, condition and repair which meets with all applicable federal and state laws, rules and regulations, including, but not limited to those of the DOT.
- 4.2. BILLS OF LADING** CARRIER shall issue a Uniform Bill of Lading for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible / liable for the freight when it takes/receives possession thereof, and the trailer(s) is 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 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.
- 4.3 LOSS AND DAMAGE CLAIMS** CARRIER shall be liable to BROKER, and its Customers, as set forth in Title 49 United States Code 14706 (the Carmack Amendment) and applicable common law for any or all loss of the shipment due to loss of or damage (injury) to cargo transported pursuant to this AGREEMENT, occurring while in the care, custody or control of CARRIER irrespective of where the loss, damage, delay occurs (interstate, intrastate, domestic, trans-border commerce originating at a point in and/or destined to a point in the United States or Canada). Any attempt by CARRIER to limit their liability or amend this AGREEMENT by provisions contained in any BOL, delivery receipt or tariff (filed, published or independently determined), whether purported to be incorporated by reference into AGREEMENT by attachment or otherwise shall be deemed null and void.
- (4.3) ii. CLAIMS** BROKER shall act as the third party administrator for any claim brought by Customers. CARRIER hereby acknowledges receipt of and agrees to follow the Leon Cannon Cargo Claims and Accident Reporting Procedures. In the event that the receiver refuses to accept a load for delivery or any portion of a load, CARRIER agrees to cooperate with BROKER in investigating and resolving the delivery of the load at issue, including, but not limited to, waiting at the receiver or other designated location until an adjuster arrives to inspect the load, the receiver is persuaded to accept the load, and or the shipper provides other directions regarding the disposition of the load. CARRIER agrees to comply with any reasonable request of BROKER, the shipper or receiver regarding the disposition of the load CARRIER agrees to comply with any reasonable request of BROKER, If CARRIER fails to cooperate, BROKER shall be entitled to withhold and offset any such amounts against and amount owed by BROKER to CARRIER. Except as specifically set forth to contrary herein, all claims for overage, shortage, loss and damage and any salvage arising there from 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 (120) days of receipt.
- (4.3) iii. SALVAGE** In the event branded or labeled goods are damaged, BROKER (in conjunction with Customer) may determine, in its sole discretion, whether the goods may be salvaged, and if salvageable, the value of such salvage. CARRIER 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.
- 4.4. INSURANCE**
- (4.4) i. PROCUREMENT** CARRIER shall procure and maintain, at no cost to BROKER, and with reputable and financially responsible insurance underwriters with an AM Best rating of "B" or better, the following insurance coverage's
- (4.4) ii. CARGO LIABILITY INSURANCE** Whether All-Risk or Board Form, covering risks for loss of or damage to shipments, in the minimum amount not less than One Hundred Thousand Dollars (\$100,000) per shipment;
- (4.4) iii. AUTOMOBILE LIABILITY INSURANCE** for bodily injury (including injury resulting in death) and loss of damage to property, in the amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and extending to "Any Auto" or "All Owned, Hired, and Non-Owned Autos." "Scheduled Autos" is acceptable providing the specific vehicle to utilize is named on the CONTRACTOR'S insurance schedule.
- (4.4) iv. WORKERS COMPENSATION INSURANCE** As required by applicable law (AM Best rating of "B" or better is acceptable for workers' compensation coverage);
- (4.4) v. ADDITIONAL INSURANCE** Any requirements under any and all applicable United States, Canada and Mexico federal, state, provincial and local laws, regulations and rules.
- (4.4) vi. HIGH VALUE CARGO** CARRIER hauling Freeport McMorran loads shall maintain Cargo \$250,000 limit and Auto \$2,000,000 limit. Coverage must be written with a CARRIER rated "A-" or better as rated by AM BEST COMPANY.

<b>Initial</b>	<b>Date</b>

**4.5. CERTIFICATION** CARRIER shall furnish to BROKER written certificates showing that the above insurance has been procured and is being maintained, the amount of any deductibles, self-insured retentions or the like applying to each policy, and specifying the name of the insurer, insurance underwriter, producers or issuing agency, the policy number or numbers, and the expiration date or dates. BROKER shall be certificate holder by the CARRIER holder on the policies described above and, as to each policy, 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. Should CARRIER'S insurance be cancelled at any time for any reason whatsoever then CARRIER shall not accept any further shipments.

**4.6. INDEPENDANT CARRIER INSURANCE** provided by CARRIER hereunder shall completely and unconditionally apply and extend to cover losses or liabilities occasioned by any and all independent carriers, subcontracted carriers or owner operators of any tier utilized by CARRIER to transport freight tendered by BROKER. Certificates of insurance provided to BROKER shall specify such application to and coverage of sub independent contracture carriers and owner operators.

**4.7. EXCLUSIONS AND RESTRICTIONS** The coverage provided under the cargo policy and other policies required herein shall have no exclusions or restrictions of any type that would foresee ably preclude coverage relating to loss and damage claims, including reasonable cargo claims, CARRIER hereby agrees to provide to BROKER and grants permission to and requires its insurance producers and insurers to provide directly to BROKER upon BROKER'S request a copy of all insurance policies of every coverage type, including a copy of all exclusions from the cargo policy. CARRIER'S cargo insurance policies shall be primary and not contingent and shall not exclude coverage for infidelity, fraud, dishonesty, or criminal acts of CARRIER or of personnel (including officers and directors), contractors, subcontractors, owner operators or other agents of CARRIER. If said policy contains such exclusions, CARRIER shall obtain and furnish a policy extension or surety bond providing such coverage to the satisfaction of BROKER.

**4.8. PREMIUMS AND DEDUCTIBLES** CARRIER shall be responsible for all premiums and deductibles, and not withstanding any provision of the paragraph, it is understood and agreed that the liability assumed by CARRIER hereunder shall not be limited to the insurance coverage stipulated herein. No policy shall have a deductible, retention, self-insured retention or the like in excess of \$10,000.

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

**4.10. FAILURE OF COMPLIANCE WITH REQUIREMENTS** CARRIER agrees that breach of the provisions of the Article 5 constitutes material breach of this AGREEMENT whereupon BROKER may upon notice immediately terminate this AGREEMENT

### **Miscellaneous**

**5.1. INDEPENDENT CONTRACTED CARRIER** 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, and nothing contained herein shall be construed to be inconsistent with this provision.

**5.2. 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.

**5.3. WAIVER OF PROVISIONS (5.3) 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.

**(5.3) ii.** This Agreement is for specified services pursuant to 49 U.S.C. §14101(b), where applicable. To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

**(5.3) iii. FORCE MAJEURE** Non-Performance caused by Acts of God or Governments, Fire, Riots, Wars, Labor Disturbances, Major Snow Storms, Natural Catastrophe, or other circumstances beyond the control of the Parties, shall be excused so long as hindrance to performance exists. CARRIER will notify BROKER upon incurring and Force Majeure condition which prevents their performance under this agreement.

**5.4. NO BACK SOLICITATION (5.4) i.** Except where mutual customer exist, CARRIER hereby agrees that neither it nor its independent contractors, subcontractors, owner operators or agents will, while this AGREEMENT is effective and for a period of one (1) year following termination of this AGREEMENT, directly or indirectly solicit or accept traffic from customers, shippers, or consignees initially introduced to it by BROKER or from customer-specific shipping origins and destination point-to-point lane combinations that were first tendered to CARRIER by BROKER (hereinafter "BROKER Traffic"). The term "mutual customers" includes any customers with whom CARRIER has provided transportation services within 6 months prior to CARRIER'S execution of this AGREEMENT and who also do business with BROKER.

**(5.4) ii.** CARRIER hereby agrees and acknowledges that it is strictly prohibited from using other motor carriers, or brokers, or "substituted services" for the services to be performed hereunder for BROKER and Customers. Trip leasing shall not be allowed hereunder. Should CARRIER violate any of the prohibitions contained in this section, CARRIER agrees that it shall be fully liable for any loss, damage or delay to the Commodities of BROKER'S Customer(s), and any and all liabilities, losses, claims, costs, damages, and injuries (including death) incurred in transit to the same extent that CARRIER would be liable if it performed the transportation directly. Should CARRIER use other motor CARRIERS "substituted services" or broker out any movement tendered by BROKER, such action shall constitute a breach of this AGREEMENT. Each incident of such breach shall subject the CARRIER to immediate termination of this AGREEMENT, subject to the sole discretion of BROKER. Such penalty shall not be a limitation of remedies available to BROKER for any such breach.

<b>Initial</b>	<b>Date</b>



**5.5. CONFIDENTIALITY (5.5) i.** In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

**(5.5) i.** In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

**5.6. NOTICES (5.6) i.** All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested by certified mail, return receipt requested or by overnight courier, to the addresses shown herein with postage prepaid.

**(5.6) ii.** THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

**(5.6) iii.** Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

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

**5.8. MODIFICATION OF AGREEMENT** This Agreement and Exhibit A et.seq. attached, may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.2 and 2.3).

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

**5.10. 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 parties hereunder shall survive termination of this Agreement for any reason.

**5.11 ACCEPTANCE** Provided applicability of this Agreement is referred to on the BROKER's load confirmation sheet as per 2.2 of this Agreement, acceptance of the load tendered to the CARRIER by the BROKER constitutes acceptance of the terms and conditions of this Agreement.

**5.12. ENTIRE AGREEMENT** Except for Exhibit 1 and its amendments, unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. 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.

**5.13. DISPUTES** In the event of a dispute arising out of this Agreement, including but not limited to Federal Laws and Laws of the State of Arkansas, Without regard to its conflict of law rules. The Parties agree proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, that for all claims personal jurisdiction and proceedings venue will be conducted in the State of Arkansas and Carrier agrees to waive any and all obligations thereto. The decision of the proceedings shall be binding and final and the award of the judge may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of proceedings. If any part of this agreement is deemed to be in violation of any law, such part shall be severed from this agreement and remaining provisions of this agreement shall continue in full force and effect.

<b>Agreement and Signatures</b>	
IN WITNESS WHEREOF, we have signed this Agreement is entered into this ____ day of _____, 2020.	
<b>Authorized by: Leon Cannon Logistics</b>	<b>Authorized Signature:</b>
<b>Approved by:</b>	<b>Print Name:</b>
<b>Address, City, St, Zip: 200 S. Bloomington Ste H, Lowell, AR 72745</b>	<b>Address, City, St, Zip:</b>
<b>Phone: 1-888-782-5828</b>	<b>Phone:</b>
<b>Email: mstewart@leon-cannon.com</b>	<b>Email:</b>
Contract revised by HCW of WMJ ENT. 07/14/15 from a Copy of Contract 7.02 that is endorsed by NTBA and FMSCA.	

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*