



In order to set your company up as a carrier with Falcon Transport Company, we will need the following information:

- _____ Signed Contract Carrier Agreement (*return both pages*)
- _____ W-9 (*must have authorized signature*)
- _____ Authority (*Contract and/or Common*)
- _____ DOT Safety Rating
- _____ Customs-Trade Partnership Against Terrorism Certification
- _____ Carrier Profile
- _____ Invoice Requirements Acknowledgement
- _____ Certificate of insurance faxed/mailed with Falcon as holder:
Falcon Transport Co.
P.O. Box 6023
Youngstown, OH 44501

Please fax all material to 330-759-1679

Company Name: Falcon Transport Company

Mailing Address: PO Box 6023
Youngstown, OH 44501-6023

Physical Address: 4944 Belmont Ave.
Youngstown, OH 44505-1018

Toll Free Phone: 800-935-0481

Phone: 330-793-1345

FAX: 330-759-1679

Website: falcontransport.com

FED ID: 34-1376177

DUNS: 03-040-7050

MC: 148604

US DOT: 260165

Flatbed Dispatch: 330-793-1345 ext 2610

Van Dispatch: 330-793-1345 ext 2611

Brokerage Operations: 800-935-0481

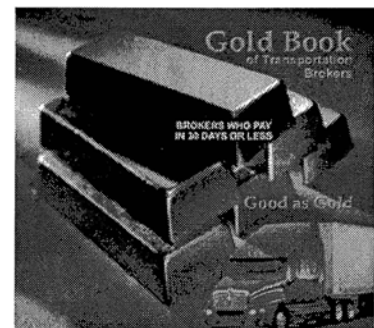


ISO 9001



Terminal Locations

Birmingham, AL	800-862-0343
Gary, IN	800-826-2575
Paulsboro, NJ	800-445-8063
Florence, KY	888-884-8104
Baltimore, MD	800-859-8484
Detroit, MI	800-654-0964
Florence, SC	843-669-7666
Nashville, TN	800-225-9002
Weirton, WV	800-441-9373
Youngstown, OH	800-935-0481





PROPERTY BROKER – CONTRACT CARRIER AGREEMENT

Whereas, **Falcon Transport** is a transportation company which is authorized by the Federal Highway Administration (FHWA) to operate as a property broker in interstate or foreign commerce at Docket No. MC – 148604 (herein referred to as “**BROKER**”) with offices located at 4944 Belmont Ave, Youngstown, Ohio 44505.

Whereas, _____, hereinafter called “**CARRIER**” with offices located at _____

holds authority issued by the FHWA at Docket No. MC - _____ to transport property as a motor contract carrier in interstate or foreign commerce (copy of permit attached), or is authorized to transport property as a motor contract carrier intrastate by the appropriate state regulatory authorities; and

Whereas, **BROKER** desires to tender freight to **CARRIER**, and **CARRIER** desires to accept freight from **BROKER**;

Now, therefore, in consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. **CARRIER** is an independent contractor and shall have exclusive control and direction of the persons operating vehicles or otherwise engaged in providing transportation services. **CARRIER** assumes full responsibility for the payment of all local, state and federal payroll and/or withholding taxes; contributions or taxes for unemployment insurance, old age pensions, Social Security, workers’ compensation and other social security related protection; and all other costs related to the employment of persons engaged in the performance of transportation services. **CARRIER** is not authorized or empowered to obligate or bind **BROKER** as to third parties in any manner whatsoever.
2. From time to time, **BROKER** has unique, distinct, and continuing transportation needs and **CARRIER** agrees to provide motor carrier services designed to meet these needs. These needs may include flatbed service, van service, short notice availability, delivery scheduling, detention, stops in transit, scale requirements, rate making negotiability, and permit securement.
3. The compensation which shall be paid by **BROKER** to **CARRIER** for the transportation services shall be agreed upon by the parties prior to the performance of any service by **CARRIER** and set forth in a rate confirmation sheet sent via facsimile by **BROKER** and received by **CARRIER**.
4. **CARRIER** agrees that rates negotiated with **BROKER**, and evidenced by **CARRIER’S** freight bill verifying such rates, shall take precedence over any published tariff rates **CARRIER** may have on file as a common carrier. If **CARRIER** subsequently issues a “balance-due” freight bill, or files an undercharge claim, in an effort to collect its published tariff rates, the parties agree that the entire amount of such balance-due bills or undercharge claims shall represent a commission owed to **BROKER**. Rules in tariffs filed and published by **CARRIER** shall not apply to any shipment tendered by **BROKER**.
5. Except as otherwise provided, **BROKER** shall pay **CARRIER’S** invoices, after verification and acceptance, within thirty-one (31) days after **BROKER** receives from **CARRIER** proof of delivery (without exception), certificates of insurance and other documents deemed necessary by **BROKER** to secure payment from the shipper or thirty (30) days from delivery, whichever is later. One hundred percent (100%) of all detention and truck ordered not used charges will be forwarded to **CARRIER** only when **BROKER** receives payment from the customer.
6. **CARRIER** will promptly transmit to **BROKER** claims for loss or delay of shipments handled for **BROKER** while transportation a shipment for **BROKER**. **CARRIER** shall also be liable for any loss, damage, injury or delay of any shipment while in the custody, possession or control of **CARRIER** or resulting from **CARRIER’S** failure to properly perform its obligations under this agreement. **CARRIER’S** liability shall be the same as if **CARRIER** were operating as a motor common carrier subject to the cargo liability obligations of motor common carriers. The parties acknowledge that the provision of 49 U.S.C. 11707 and Part 1005 of Title 49, Code of Federal Regulations, and the cases, regulations, and administrative ruling interpreting those provisions are applicable and controlling. The aforementioned provisions notwithstanding. **BROKER** may withhold from compensation due **CARRIER** amounts sufficient to satisfy claims or pending claims for loss, shortage or damage, including pallet shortages, arising out of transportation of shipments under this Agreement.



PROPERTY BROKER – CONTRACT CARRIER AGREEMENT *(continued)*

7. **CARRIER** indemnifies, saves harmless, and defends **BROKER** from and against loss, damage, injury and/or claims (including attorney fees) asserted by any and all persons, including employees of **CARRIER**, which arise out of negligence or breach of contract of **CARRIER** in connection with the transportation of any and all shipments under this Agreement. **CARRIER** agrees to procure and to keep and maintain in full force and effect at its own expense, cargo insurance on all merchandise carried hereunder in amounts equal to the greater of **\$100,000.00 or replacement value** of the cargo hauled on each trip and bodily injury and property damage liability insurance on all motor vehicles of **CARRIER** used in transportation under this Agreement in amounts at least equal to coverage limits required by the Interstate Commerce Commission. This coverage shall include the additional requirements for shipment of hazardous material if the **CARRIER** agrees to transport hazardous materials on behalf of **BROKER**.

Carrier shall furnish written evidence of adequate BI/PD public liability and cargo insurance in at least the minimum amounts above, shall name **BROKER** as a loss payee on said coverage and require the insurance company to give **BROKER** written notice ten (10) days prior to the cancellation of said coverage.

8. **CARRIER** will not, without the prior written authorization of **BROKER**, directly or indirectly, contact, communicate with or deal with any of **BROKER'S** accounts during the term of this agreement or for a period of one (1) year following its termination. **BROKER'S** accounts shall be defined as any consignor or consignee introduced to **CARRIER** by **BROKER** and for which **CARRIER** cannot provide a valid bill of lading and invoice for transportation service dated within six months prior to the **BROKER'S** introduction of the account to **CARRIER**. In the event that **CARRIER** breaches this provision, **CARRIER** shall be liable to **BROKER** for a commission in the amount of thirty-five (35%) percent of the gross revenue per load on any freight transported by **CARRIER** for any of **BROKER'S** accounts and costs and reasonable attorney's fees in the event legal proceedings are necessary to collect said amounts. This commission is payable for any shipments handled during the period that this Agreement remains in force, and for a period of one year after the termination of this Agreement by either party. **CARRIER** also hereby consents to the issuance of an injunction against it to prohibit any further violations of this paragraph.

9. The terms of this Agreement shall not be modified except by a written amendment signed by both parties.

10. This agreement shall continue in effect until termination by either party upon thirty (30) days prior written notice by certified mail.

11. This Agreement shall be construed in accordance with the laws of the State of Ohio except that any status or period of limitation applicable to interstate commerce shall apply. If any of this Agreement is determined to be contrary to the laws or regulations of any jurisdictions, such determination shall not affect the validity of any other terms of conditions.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement on the

_____ day of _____, _____, which shall be the effective date.
(day) (month) (year)

Carrier: _____

Broker: FALCON TRANSPORT, CO

Signed: _____

Signed: _____

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____



CARRIER PROFILE

Company Name _____
Physical Address _____

Mailing Address _____

Corporate Address _____

Main Line _____ Fax _____
Wats _____ Night _____

Dispatch Contacts _____
email Address _____

MC # _____ SCAC _____
Federal ID # _____ DOT # _____

Equipment Description

Power Units _____
Flats _____ 45' _____ 48' or 53'
Sides _____ 45' _____ 48' or 53'
Vans _____ 48' _____ 53'
Specialized _____

Factoring Information

Factoring Company _____
Mailing Address _____

Main Line _____ Fax _____
Contact Name _____
email Address _____



INVOICE REQUIREMENTS

In an effort to maintain proper flow within our accounts payable department, Falcon Transport Co. has implemented the following procedure for processing your invoices.

All invoices submitted for payment must include the following information:

1. Bill of Lading
2. Signed Rate Confirmation
3. Falcon order number (*upper right of rate confirmation*)
4. Your invoice with complete address for mailing payment

If you use a factoring company to handle your billing, please enter that information on the *Carrier Profile* sheet or submit letter of introduction now!

Invoices submitted without the proper paperwork and Falcon Transport Co. order number will be REJECTED for payment. Please take the time to double check your paperwork before mailing your invoice.

In advance I thank you for the taking the time necessary to ensure your prompt payment.



Cyndi Hale

Signature Carrier Representative

Printed Name

Carrier Name



4944 Belmont Avenue
PO Box 6147
Youngstown, OH 44501
Main 330-793-1345
Fax 330-759-1679

Please sign & fax to 330-759-1679



Dear Carrier:

Falcon Transport Co. is a Customs-Trade Partnership Against Terrorism(C-TPAT) certified Broker. In our efforts to remain compliant with our C-TPAT requirements, we need verification of your C-TPAT status.

Are you a C-TPAT certified carrier?

YES

NO

If yes, please provide your Status Verification Interface Number (SVI)

Carrier Name: _____

MC # _____

Carrier Signature: _____

Date: _____

SERVICE DATE

JUN 8 1990

PM-25
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

LICENSE

No. MC-148604 Sub 10(B)*

FALCON TRANSPORT CO.
Youngstown, OH

This license is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC-148604 Sub 10(B)*

To engage in operations as a broker, in arranging for the transportation of general commodities (except household goods), between points in the United States (except Alaska and Hawaii).

*This License cancels License No. MC-148604 Sub 10(B), issued September 28, 1983.

BROKER'S SURETY BOND UNDER SECTION 211(c) OF THE
INTERSTATE COMMERCE ACT

(EXECUTED IN DUPLICATE)

Know all men by these presents, That we FALCON TRANSPORT CO.
(Name of broker exactly as recorded with I.C.C.)

of Youngstown, Ohio RS
(City) (State)

PRINCIPAL (hereinafter called Principal), and THE AETNA CASUALTY & SURETY COMPANY
(Name of Surety)

a corporation created and existing under the laws of the State of Connecticut as SURETY
(State)

(hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of part II of the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission relating to insurance or other security for the protection of travelers and shippers, and has elected to file with the Interstate Commerce Commission such a bond as will insure financial responsibility and the supplying of transportation subject to part II of said Act in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Broker of Transportation by motor vehicle with section 211 of the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission, relating to insurance or other security for the protection of travelers and shippers, and shall inure to the benefit of any and all travelers or shippers to whom the Principal may be held legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to travelers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to part II of the Interstate Commerce Act under license issued to the Principal by the Interstate Commerce Commission, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Interstate Commerce Commission forthwith of all suits, filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 8th day of June, 1988, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Interstate Commerce Commission at its office in Washington, D.C., such termination to become effective thirty (30) days after actual receipt of said notice by the Commission. The Surety shall not be liable hereunder for the payment of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 8th day of June, 1988.

PRINCIPAL
FALCON TRANSPORT CO.

Name

By [Signature]
(Signature and Title)

Witness

SURETY

Name THE AETNA CASUALTY & SURETY COMPANY [SEAL]

By [Signature]
(Signature and Title)
PAULA A. OILER, ATTORNEY-IN-FACT

Witness [Signature]

Only corporations may qualify to act as surety and they must establish to the satisfaction of the Interstate Commerce Commission legal authority to assume the obligations of surety and financial ability to discharge them.