

TRUCKALOCITY, LLC AGENT APPLICATION

Thank you for applying to be an AGENT of Truckalocity, LLC MC# 360363, a Licensed Property Broker as defined in 49 CFR 370 et seq, *to arrange transportation between authorized and creditworthy parties.*

Disclaimer: Nothing in this Application is to be considered a "Business Opportunity" or an offering from LoadTraining.com, or its training offerings, its textbooks, LoadSchool.com or DavidGDwinell.com. Signing this and any other subsequent documents for Truckalocity, LLC represent your request for business services from a licensed broker, to your corporation, you individually, and/or principal and start up business entity.

Truckalocity, LLC is a service for and on behalf of qualified Broker/Agent, trained or untrained, who need the benefit of cash management and fund distribution services. Truckalocity, LLC will, if you are accepted, endeavor to provide the best in Transportation Brokering, credit, credit acceptance, paper management, and funds distribution. Complete this form and submit back to Truckalocity by email to Michelle@Truckalocity.com or by fax to 623-399-1222.

Your Name _____ hereinafter (Agent)

Business or Agency Co. Name _____

Address _____

City _____ State _____ Zip Code _____

Email Address _____ Website _____

Your EIN # or SS# _____ Are you a corporation? Yes ___ No ___

Your signature provides permission to investigate banking information and conduct a background and credit check.

Signature _____ Date _____

Phone # _____ Cell # _____

Please provide an outline of your trucking and other business experiences and your educational level that would qualify you as an Agent for Truckalocity, LLC.

You may not have or hold a Brokers License, or be an Agent for any other Licensed Property Broker and be accepted by Truckalocity, LLC. You may own, operate and represent any Motor Carrier Authority, or Forwarders License, or be an Agent of a Licensed NVOCC, without reference to Truckalocity, LLC MC360363, as long as you keep the representations of the various entities separate and distinct. You may not broker as a motor carrier to another motor carrier, unless other motor carrier is not authorized and is therefore an owner operator. You may not broker freight to any owner operator. Disclose now what other transportation entity(s) that you will want to represent in conjunction with Truckalocity, LLC.

License, MC, or FF numbers

You may only represent to the shipping public the Property Brokers License of Truckalocity, LLC (MC# 360363). Failure to maintain proper representation is grounds for cancellation of this Application and Agency Agreement. Willful misrepresentation is a felony and will be actionable in every venue available. Why did you select Truckalocity, LLC over other Broker/Agent services?

You must disclose all prior existing shipper relationships (no brokers) after Application and Agency Agreement acceptance by Truckalocity, LLC. If you wish to represent your existing shippers and their creditworthiness to Truckalocity, LLC as potential clients, Credit Applications for each shipper must be received by Truckalocity, LLC, 48 hours in advance of first load movement. All new and existing shippers must complete the Truckalocity, LLC Credit Application to receive acceptance and credit extension by Truckalocity, LLC MC360363.

We would expect you to invest money for the success of your Start up Agency as Truckalocity, LLC will be investing theirs in background & credit checking, and opening accounts.

I REPRESENT THAT THIS APPLICATION IS A TRUE AND ACCURATE PROFILE OF ME, THE AGENT APPLICANT, AND DEMONSTRATES MY WILLINGNESS TO QUALIFY FOR AGENCY WITH TRUCKALOCITY, LLC MC360363. I UNDERSTAND THAT I HAVE GIVEN PERMISSION TO INVESTIGATE ME AND THE LISTED INFORMATION PROVIDED ON THIS APPLICATION.

Date

Signature

Printed Name

TRUCKALOCITY, LLC AGENCY AGREEMENT

This Agreement is between _____ (your name)

Your Agency Company name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Fax # _____ Email _____ Web site _____

As AGENT BROKER (hereinafter “Agent”) and **LICENSED BROKER Truckalocity, LLC** (hereinafter “Broker”) The purpose of this AGREEMENT is to provide a working program for the Agent to represent Broker to the Agent’s clients for purposes of arranging transportation between Agent’s client’s freight and Authorized and insured Motor Carriers.

WHEREAS: Truckalocity, LLC is a Federal licensed Broker # MC360363 bonded by Pacific Financial, Phoenix AZ.; and is respected in the shipping and trucking industries throughout the North America; and **Whereas,** Agent’s shipping and trucking clients wish to **utilize Brokers Name, Goodwill, Bond & License** to qualify with shippers and motor carriers, to perform credit and cash collection and disbursements services as authorized by FMCSA, including splitting and disbursing realized commissions (the difference between the A/R and the A/P per transaction; **Therefore:** The Agent agrees to represent the Broker to his clients, as an authorized licensed, insured, bonded Transportation Brokers as defined by 49 CFR 370 et seq.; and, the Agent agrees to utilize only authorized, insured motor carriers or other authorized modes of transportation as defined by DOT, or FMCSA, ; and forward a record of each freight movement transaction (booking) negotiated, and confirm load delivery to the Broker; and, the Broker agrees to provide Agent with an agreed share of the Gross Commission.

AGENT DUTIES

- 1) Secure freight shipments from shippers for brokering with Brokers’ License
- 2) Avoid double brokering any freight shipment to unauthorized transportation parties
- 3) To co-broker only when Broker can invoice the shipper or pay the truck directly, except with transportation providers lawfully in possession of cargo, such as shippers Agents, or Truckers Agent, or Forwarders, or NVOCCs
- 4) Agent agrees to book their brokering business exclusively with the Broker on authorized and insured carriers
- 5) Agent agrees to provide sufficient credit information about his shipper clients for broker evaluation, acceptance and extension
- 6) Agent is to initiate the Motor carrier verification and contracting process after a booking of truck;
 - a) Faxing Brokers credentials to the trucker; and then
 - b) Completing the online broker rate confirmation
- 7) Confirm deliveries of loads and absence of claims
- 8) Assist the Broker in collection of overdue freight bills and be liable for uncollectible freight bills

- 9) Agent is to conduct his business without incurring non-carrier or related expenses to Broker and offering rebates from broker to shippers for loading consideration, or violating DOT, FMCSA, DOT regulations, including taking possession of freight in brokers name including Hazardous Material; as defined

BROKER DUTIES

- 1) Provide all legal and credit accouterments that permit the Agent to properly negotiate and receive commitments from shippers and motor carriers, to fulfill the brokers transportation obligations as defined by 49 CFR 370, et seq and negotiate Broker's Contract for transportation services
- 2) To provide access to brokers promotional trademarks
- 3) To invoice Agents' shipper clients, receive truckers freight bills and make disbursement called for in the rate confirmation and this Agreement
- 4) Assist the Agent in expanding his shipper client base thru sales efforts
- 5) Maintain an excellent credit rating for the Agent to represent to his shipper and trucker clientele
- 6) To communicate a trucker database of those who have approved Brokers for credit to the Agent
- 7) To maintain all transportation and IRS records that is required by LAW and the Agent
- 8) Assist the Agent with "Help Desk" services when needed as the Agent determines

BACK SOLICITATION

Agent herein agrees not to directly or indirectly solicit any customer of Broker, where the availability of such freight first became known to agent through Broker's effort or, where the freight was first tendered to Agent from Broker. In the event Agent breaches this back-solicitation provision of this agreement, Broker shall be entitled to a fee or conversion equal to fifteen percent (15%) of the gross revenue resulting from such Customer. Agent further agrees to reimburse Broker or all costs incurred, including attorney fees, by Broker in enforcing this provision.

CONSIDERATION

COSTS: Agents will pay \$399 one-time fee to Broker for Background Check, Credit Check, Consulting advice and data entry on behalf of the Agent.

COMMISSIONS: The Agent shall earn between 60 and 80% of each commission realized and collected by Broker on all A/R (load payment) paid in full by Customer. Agent's commission paid 15th and last day of every month. Commissions are calculated on a sliding scale based on the margin created by the difference of what is charged to Agent's Customer and what is paid to the carrier on each load.

Truckalocity requires a minimum per load margin of \$100. For any loads booked with a margin of less than \$100, No commissions will be due and payable to the agent. Load margins between \$100 and \$300 receive a 60/40 percentage split. Margins Between \$300 and \$450 receive a 70/30 percentage split. Margins \$450 and above receive a 80/20 percentage split; the larger percentage always going to the Agent.

COLLECTION OF RECEIVABLES: After the 34th day of invoice, Broker will notify Agent of delinquency and require Agent to contact shipper regarding receipt of invoice and disposition for payment and communicate findings to Broker. Failing receipt of receivable by Broker on the 44th day of invoice, Agent is notified by Broker that no further credit will be extended until delinquency is corrected. Broker may require the Agent to make a personal visit to shipper client to collect check for delinquency; failing, the invoice will be sent out for collection services. On the 120th day of delinquency, Broker requires Agent to pay the Invoice and collection costs from Agents' commission share check or holdback account, until Invoice is satisfied or A/R receipt by broker.

TERMS

This Agreement is a continuous contract until terminated by either party with 10 days verbal and written notice, one to the other. From the first day, an Agency Dissolution program takes effect, in which all Agents shippers and truckers, and Brokers' Bondsman are notified of the dissolution within 24 hours. Broker shall receive and disburse all accounts, funds and proceeds to Agents bookings and no further commission shares will be paid Broker to Agent until all invoices and truckers obligations are satisfied. Upon completion of Brokers obligations, a check from Broker to Agent for all commission and incentives will be made in 24 hours.

DEFINITIONS

For purposes of this Agreement and in the representations made by either party to others, A **Shipper** is defined as the person who pays the bills, **Consignor**, is person who creates the BOL or other means of consignment; **Consignee** is the person who executes the consignment and BOL. **Agent** is the party authorized to represent Broker only. **Trucker, or Carrier**, is any person Authorized by FMCSA, DOT, FHWA, Agricultural Department or other Government Entity to engage in transportation as a "mode" of transportation. The **License** of the Broker is defined as ... "arrange transportation of FAK in the 50 States, except for customs brokering, explosives, household goods as defined by DOT and Hazardous Waste". Agent is always, an "**Independent Contractor**", whose customers are their own, and not the property of the broker, and who will conduct themselves in their own name, website, corporate image, referring to Truckaloccity, LLC as "the broker" and/or "billing and paying agent" for the Agents clientele business transactions.

TERMINATION

Agency will be considered terminated the moment that Agent misrepresents Broker or the License to any party in a transaction, or takes possession of freight by use of BOL or other conveyance, as well as violates any of the covenants herein agreed and those of the Standard Operating Procedure attached and made part of this Agreement. Litigation of the Agreement will occur thru jurisdiction of the State of Arizona, USA.

BROKER ACCEPTS THE SIGNOR AS AN AGENT

Broker

Agent

Date

Date

Request for Taxpayer Identification Number and Certification

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

▶ Go to 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 one of the following seven boxes. <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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 not 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <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.

Social security number																				
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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); 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.

Sign Here	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.

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.