



Please include a copy of your certificate of insurance showing proof of coverage for those listed at the bottom of this page.

Thank you for the opportunity to do business with you. This package must be completed and returned to the corporate office of GTO 2000, Inc. by email carriers@gto2000.com or fax 770-535-4111 before we can tender a load to your company. Hover your cursor over fields for explanation.

Carrier Profile

GENERAL INFORMATION

Legal Name _____	Docket # _____
Db Name _____	Authority Date _____
Address _____	SCAC _____
Address2 _____	SmartWay Partner? Yes No
City _____	State _____ Postal Code _____
Toll Free _____	Phone _____ Fax _____

CONTACT INFORMATION

Title	Name	Phone	Mobile	Fax	Email
Principal					
Dispatch					
After Hours					
A/R-Billing					
Insurance					

ADVANCE POLICY

GTO 2000, Inc. does not routinely issue advances for normal operating expenses such as fuel, lumpers and/or pallets. Under most circumstances, advances will not be issued to a carrier hauling for us for the first time. Advance fees in the amount of five percent (5%) of the issued amount, plus four dollars and forty-five cents (\$4.45) per issued check will be charged and deducted from your final settlement. No more than five hundred dollars (\$500.00) will be issued per day. If you do not accept these conditions, but require an advance in order to move a load, then do not accept our load. Please indicate your preferences below.

For what purpose can advances be issued to your company?	Who can receive the advance?
Anything	Driver Dispatcher
Fuel Only	Driver Dispatcher
Anything EXCEPT Fuel	Driver Dispatcher
DO NOT ADVANCE	

INSURANCE POLICY

Carrier must have the following types of insurance: 1) Comprehensive General Liability Insurance, in no event less than one million dollars (\$1,000,000.00); 2) All-Risk, non-scheduled vehicle Cargo Insurance with a per unit minimum liability limit of one hundred thousand dollars (\$100,000.00); and 3) Employer's Liability and Workers Compensation Insurance with limits at or above statutory requirements for states in which you operate, in an amount not less than five hundred thousand dollars (\$500,000.00). Please provide proof of these coverages, listing GTO 2000, Inc. as certificate holder. We utilize a third party for monitoring these coverages. Please be cooperative with their requests for information.

CARRIER TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and executed at Gainesville, Georgia, this _____ day of _____, 20__ by and between **GTO 2000, Inc.** ("Provider") of 2555 Flintridge Rd, Gainesville, Georgia 30501-7426, and _____ ("Carrier") of _____.

RECITALS

WHEREAS, Carrier is a licensed motor carrier pursuant to permit(s), where applicable in Docket No. _____ and Provider desires to utilize the contract carrier services of Carrier designed to meet Provider's distinct needs; and

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

1. **Shipments:** This Agreement contemplates a series of shipments, that Provider has been authorized by its customers to negotiate and arrange for transportation thereof, without commitment as to number.
2. **Term:** This Agreement shall continue in effect for a period of one (1) year and thereafter on a month-to-month basis, subject to cancellation by either party at any time upon fourteen (14) days written notice.
3. **Carrier's Responsibilities:** Carrier shall meet the distinct needs of Provider through transportation of Provider's traffic in an amount equal to the rates, accessorial charges, and to the destination or destinations set forth in Confirmation of Rate and Terms of Carriage Agreements ("Load Confirmation and Rate Agreement"), which by this reference are incorporated in this Agreement. Carrier herein appoints Provider as its agent for receipt of charges for services rendered in the movement of shipments handled by Carrier. Carrier must submit original proof(s) of delivery, any receipts that may be considered for reimbursement, and an invoice to Provider as agent for its customer. Payment terms shall be no more than thirty (30) days from receipt of necessary supporting documentation, barring any disputes or discrepancies. Carrier agrees that Provider is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from any shipper(s), consignee(s) or other party. Carrier will verify that it is named as the "carrier of record" on bill(s) of lading at the time of shipment, and if not, make the necessary corrections. Under no circumstance shall Carrier re-broker or tender a shipment to a third party for delivery without the express written consent of Provider. Carrier shall maintain a satisfactory US DOT (or other governing authority) safety rating and shall be in compliance with all applicable laws.
4. **Equipment and Costs:** Carrier agrees to furnish suitable equipment at its own expense for transportation under this Agreement. Carrier shall assume and pay all costs and expenses incident to the transportation of commodities and goods tendered under this Agreement. Carrier shall maintain and inspect any refrigeration or heating unit(s) in accordance with its insurance policy requirements at a minimum, and retain any records of such inspections for at least one (1) year.
5. **Back Solicitation:** Carrier agrees that it shall not, during the term hereof, and for a period of one (1) year from the date of the termination of this Agreement, do any of the following: (i) directly or indirectly, solicit or otherwise contact any person or customer of Provider with whom Carrier was first introduced by Provider for the purpose of transporting shipments directly for or on behalf of such person or customer, or engaging in any operation competitive with that of Provider; and (ii) directly or indirectly solicit for employment the services of or associate in any business with any person who is or has been employed by Provider during the term hereof, unless such participant or other person shall have ceased to be employed by Provider for at least one (1) year.

- 6. Freight Claims:** Except as otherwise provided, the provisions of 49 CFR § 370 are by this reference incorporated herein. Carrier assumes liability to Provider and the owner of the shipment as a common carrier for loss, damage to, or destruction of any and all cargo while under Carrier's possession, custody or control. Carrier shall inspect each load at the time it is tendered to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Provider immediately. Cargo which has been tendered to Carrier intact and without exception, and delivered in a damaged condition, or lost or destroyed prior to delivery by Carrier shall be conclusively presumed to have been lost, damaged, or destroyed by Carrier and as such liable for the value of the shipment. Claims will be filed with Carrier by the owner of the cargo, or its agent, and may be facilitated or filed by Provider. Owner of the cargo is a third party beneficiary of this Agreement. Claims will be assessed at invoice value or destination market value as applicable, and no special or consequential damages will be assessed unless by special agreement. Carrier shall either pay owner of cargo directly or Provider shall deduct from the amount Provider owes Carrier, and Provider shall pay owner of cargo on behalf of Carrier. Provider shall deduct the full actual loss of a claim, including expenses incurred which directly are related to the loss or damage, from the amount otherwise owed Carrier if Carrier has not resolved the claim within ninety (90) days from the date of the claim. Carrier agrees to indemnify Provider for any payments Provider makes to the lawful claimant or owner of the goods in resolution of a claim. In the event of loss, damage or delay, Carrier shall notify Provider immediately for further instructions. Carrier shall return all undelivered shipments at expense of responsible party (as determined by outcome of claim) to the point of origin or to other points as instructed. Carrier shall waive any and all right of salvage or resale of any cargo, and shall not under any circumstance allow cargo to be sold, made available for sale, or otherwise disposed of in any salvage markets or any other secondary outlets, unless otherwise specified in writing. In the event that cargo is returned and salvaged by the owner, Carrier shall receive credit for the actual salvage value of such cargo
- 7. Confidential Information:** Each Party shall retain in confidence all Confidential Information of the other Party. As used herein, Confidential Information shall mean all information which is not otherwise available to the public, including, without limitation, all pricing and rates of Provider assessed to its customer or paid to Carrier, trade secrets within the Georgia Statutes, 10 OCGA 1-760, financial information, vendor, supplier, and customer information, and which either Party, its respective officers, employees, agents, or subcontractors may come to receive or be provided access to by virtue of the receiving Party visiting or performing its obligations pursuant to this Agreement.
- 8. Insurance:** Carrier will procure and maintain in force continuously throughout the term of this Agreement, the following types of insurance: (i) Comprehensive General Liability Insurance, in no event less than one million dollars (\$1,000,000.00) as; (ii) Public Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) as required by federal regulation (BMC-91) on file; (iii) All-Risk, non-scheduled vehicle Cargo Insurance with a per unit minimum liability limit of one hundred thousand dollars (\$100,000.00); (iv) Employer's Liability and Workers Compensation Insurance with limits at or above statutory requirements for states in which Carrier shall operate, in an amount not less than five hundred thousand dollars (\$500,000.00). All insurance required by this Agreement must be written by an insurance company having an A.M. Best rating of "A-" or better, and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides transportation and related services. Carrier's insurance shall be primary, and required to respond and pay prior to any other available coverage. Carrier agrees that it, its insurer(s), or anyone claiming by, through, or under Carrier shall have no claim, right of action, or right of subrogation against Provider, its affiliates, or its customers based on any loss or liability insured under the foregoing insurance. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Provider as a certificate holder on each of the foregoing insurance policies, and shall cause its insurance company or agent to issue a certificate to Provider evidencing the foregoing coverage. Carrier represents and warrants that it will continuously fulfill the requirements of this

section throughout the duration of this Agreement. Provider shall be notified in writing at least ten (10) days prior to the cancellation, change, or non-renewal of the submitted insurance policies. If Carrier is self-insured, a certificate of the state in which the transportation services are to be performed must be furnished by such state agencies directly to Provider. Self-insured Insurance shall meet or exceed the requirements of federal and state regulatory bodies having jurisdiction over Carrier's performances pursuant to this Agreement.

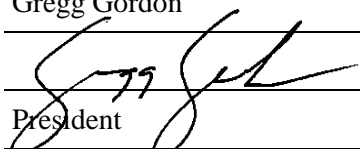
9. **Status of Carrier:** In the performance of the transportation services, Carrier shall be an independent for-hire contract carrier and shall not be nor act as either agent or employee of Provider. Carrier understands it has exclusive control and direction of the work it performs pursuant to this Agreement. Carrier assumes full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for its performance of transportation and related services. Carrier shall provide its Federal Tax Identification Number either by IRS Form W-9, or an alternative form given by Provider prior to commencing any transportation or related services under this Agreement.
10. **Applicable Law:** The terms of this Agreement shall be governed by the laws of the State of Georgia. Any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, including post judgment discovery and collection, shall be resolved in a court having jurisdiction in the county of Hall, in the state of Georgia. **The parties waive the right to jury.** All costs and attorney fees shall be assessed against the losing party.
11. **Indemnification:** Carrier shall indemnify, save, defend, and hold harmless Provider, its customers, and its subsidiaries and their respective officers, directors, employees, and contractors from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including without limitation, fees and expenses of legal counsel and expert witnesses, which are the result of or arising out of any or all of the work or services performed under this Agreement by Carrier, its employees, or its contractors.
12. **Entire Agreement:** This Agreement, together with the Load Confirmation and Rate Agreement constitutes the entire agreement between the parties. This Agreement may be modified by a separate written agreement, signed by both parties, or within, initialed by both parties. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

IN WITNESS WHEREOF, the parties have executed this Transportation Agreement by their duly authorized representatives on the date above first written.

GUARANTY: The undersigned as an inducement to Provider to enter into contract with Carrier, hereby guarantees performance and payment of all terms and conditions of this Agreement on behalf of Carrier.

PROVIDER: GTO 2000, Inc.

Printed Name: Gregg Gordon

Signed: 

Title: President

CARRIER: _____
Printed Name: _____
Signed: _____
Title: _____

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.	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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	GTO 2000, Inc. PO Box 2819 Gainesville, GA 30503-2819
	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 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.

Social security number									
or									
Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.