



## **New Client Onboarding Package**



## General Information

### COMPANY DATA

Corp. Address:  
6109 Blue Circle Drive  
Minnetonka, MN 55343  
Tax ID: 20-2258491  
MC #: 513622  
SCAC: TMKA  
DOT License: MC-513622-B  
TIA Bond: 13777

### INSURANCE COMPANY

Ahman-Martin  
7555 Market Place Drive  
Eden Prairie, MN 55343

### BANK REFERENCE

Bremer Bank  
372 St. Peter St.  
St Paul, MN 55102  
Jackie Shea  
651-288-3751

### BILLING INFORMATION

Tumalo Creek Transportation  
6109 Blue Circle Drive  
Suite (2000)  
Minnetonka, MN 55343  
ATTN: Accounts Payable  
[www.billing@tumalocreek.us](mailto:www.billing@tumalocreek.us)  
800-874-3570

### AFFILIATIONS

TIA Member  
NASTC – Best Broker Member  
SmartWay Partner  
BBB – Highest ranking

### REFERENCES

Hughes Transportation  
Marshfield, WI 54449  
715-389-8787  
Winter Truck Lines  
Mahnomen, MN 56557  
800-247-7802

*\*Operating authority, insurance and Federal ID documents are attached*



## TCT Facts You Should Know

- National & international coverage
- All transportation modes
- One stop shop
- 13,000 Carriers
- Client specific solutions
- Robust web-based technology platform
- Real time client access
- We do freight audits & analysis
- Two locations for back up
- Client - dedicated teams
- Superior credit rating



## Billing Information

Please provide the following information and return by email ([billing@tumalocreek.us](mailto:billing@tumalocreek.us) – Attention Jen) or by Fax at 800-874-3570

1. What is your normal max load value: \$
2. Do you anticipate any loads that will require additional insurance? Yes  
If so, how much? Please explain
3. Do you accept invoices via email? Yes  
If so please provide the appropriate contact info:
4. Please provide the name and contact information for the AP point of contact:
5. Are you willing to pay invoices via ACH/EFT? Yes  
If so we will contact you to discuss/ Please provide a contact name:
6. Do you accept EDI transactions? Yes  
If so we will contact you to discuss/ Please provide a contact name:
7. Can we exclude bills of lading from your invoices to process your payments? Yes
8. Please provide any additional billing requirements or comments:



# Contract Terms & Conditions

## TUMALO CREEK TRANSPORTATION/SHIPPER TRANSPORTATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and intended to be effective this (the) \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Tumalo Creek Transportation, having headquarters at 6109 Blue Circle Drive, Minnetonka, MN 55343("TCT") and \_\_\_\_\_, having offices at \_\_\_\_\_

("SHIPPER"); collectively, the "PARTIES".

### RECITALS

A. TCT is licensed as TCT by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC-513622, and by appropriate State agencies, and as a licensed Broker, arranges for freight transportation. A copy of TCT's authority is attached as Appendix A, and a copy of TCT's Surety Bond is attached as Appendix B, if not attached, will be provided on request; and

B. SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of TCT to arrange for transportation of SHIPPER's freight.

NOW, THEREFORE, intending to be legally bound, TCT and SHIPPER agree as follows:

### AGREEMENT

1. **TERM.** Subject to Paragraph 12, the term of this Agreement shall be one (1) year, commencing on the date shown above, and shall automatically renew for successive one year periods; provided that either Party may terminate this Agreement on 60 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement
2. **SERVICE.** TCT agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the TCT of the freight covered by this Agreement. TCT's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight.
3. **VOLUME.**
  - A. SHIPPER agrees to tender a minimum of five (5) shipments per year to TCT, and TCT agrees to arrange for the transportation of said shipments, as well as any other shipments offered by SHIPPER. Shipper is not restricted from tendering freight to other TCTs, freight forwarders, third-party logistics providers, or directly to motor carriers. TCT is not restricted from arranging transportation of freight for other parties. 2
  - B. SHIPPER shall be responsible to TCT for timely and accurate delivery specifications and description of the cargo, including, but not limited to, dimensions, weight, freight class, NMFC code if appropriate, any special handling or security requirements, and employing reasonable security protocols to reduce the risk of cargo theft.
4. **FREIGHT CARRIAGE.** TCT warrants that it has entered into, or will enter into, bilateral written contracts with each carrier it arranges shipments with in the performance of this Agreement. TCT further warrants that those contracts comply with all applicable federal and state laws and regulations and shall include (but not be limited to) the substance of the following terms:



A. Carrier's utilized by TCT shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to:

1. Transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
2. Safety regulations;
3. Insurance compliance

B. Carrier's shall agree to defend, indemnify and hold TCT and SHIPPER harmless from all damages, claims or losses arising out of its performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.

C. Carriers shall agree that its liability for cargo loss or damage shall be determined by 49 USC §14706 (the Carmack Amendment). Exclusions in carrier's insurance coverage shall not exonerate carrier from this liability. No limitation of carrier's liability shall apply, unless TCT first obtains the express written consent of SHIPPER.

D. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability - \$1,000,000 (each occurrence)

Auto Liability - \$1,000,000

Cargo Liability - \$100,000

Worker's Compensation - as required by law.

TCT shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

E. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims (except for exempt commodities), for loss, damage, injury or delay to property and the processing of salvage. 3

F. Carrier used to haul SHIPPER's freight will agree that at no time during the term of this contract with TCT, shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA), and that it has no knowledge of any threatened or pending interventions by FMCSA; if carrier receives an "Unsatisfactory" safety rating, or a rating has changed from "Satisfactory" to "Conditional" or if any future safety rating has otherwise been downgraded by FMCSA, it shall immediately notify TCT and shall not transport any freight hereunder without TCT's prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by FMCSA at any time.

**5. RECEIPTS AND BILLS OF LADING.** If requested by SHIPPER, TCT agrees to provide SHIPPER with proof of acceptance and delivery of shipments in the form of a signed Bill of Lading or Proof of Delivery via US Mail, courier, or electronically by fax or email. SHIPPER's insertion of TCT's name on the bill of lading shall be for SHIPPER convenience only and shall not change TCT's status

**6. PAYMENTS.** SHIPPER shall be liable for all applicable charges payable on tendered freight. TCT shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendix \_\_, and any written supplements or revisions that are mutually agreed to between the PARTIES in writing. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon TCT's invoice to SHIPPER and SHIPPER's payment to TCT. SHIPPER agrees to pay TCT's invoice within 30 days of invoice date without deduction or setoff. TCT shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to TCT shall relieve SHIPPER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges. TCT will add a finance charge of 1.5% per month (18% per annum) to accounts 30 days or more past due. Shipper will pay all associated fees if TCT utilizes a collection agency or attorney to collect amounts past due. TCT shall indemnify SHIPPER from and against any claim for freight payment brought by carrier against SHIPPER when SHIPPER has paid TCT and TCT has failed to pay carrier.

## **7. CLAIMS.**

**A. Freight Claims:** SHIPPER must file claims for cargo loss or damage with TCT within one hundred eighty (150) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against TCT in a Court of Law (or commence arbitration) within two (2) years from the date the carrier or TCT provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice.



In no event shall TCT or TCT's Carrier be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed TCT in written or electronic form, in a reasonable amount of time prior to tendering a shipment or series of shipments to TCT, of the potential nature, type and approximate amount of such damages, and TCT specifically agrees in written or electronic form to accept responsibility for such damages.

**B. All Other Claims:** The PARTIES shall notify each other of all known material details within sixty (60) days of receiving notice of any claims other than cargo loss or damage claims, and shall update each other promptly thereafter as more information becomes available. Civil action, or arbitration, if any, shall be commenced within two (2) years from the date either Party provides written notice to the other Party of such a claim.

**8. INSURANCE.** TCT agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

- A. Comprehensive general liability insurance \$1,000,000 covering bodily injury and property damage
- B. Contingent Cargo Insurance \$100,000/\$200,000
- C. Errors and Omissions Insurance \$100,000
- D. Contingent Auto Liability \$1,000,000

TCT shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as "Certificate Holder".

**9. SURETY BOND.** TCT shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of at least \$75,000 or as otherwise required by the FMCSA and furnish SHIPPER with proof upon request.

**10. HAZARDOUS MATERIALS.** SHIPPER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform TCT immediately if any such shipments constitute hazardous materials. SHIPPER shall defend, indemnify and hold TCT harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

**11. HOMELAND SECURITY.** As applicable to each, respectively, TCT and SHIPPER shall comply with state and federal Homeland Security related laws and regulations.

**12. "CURE"/DEFAULT.**

A. Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either Party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days prior written notice to the other Party. SHIPPER shall be responsible to pay TCT for any services performed prior to the termination of this Agreement and for shipments scheduled and in transit but not yet completed and/or not yet invoiced to SHIPPER.

B. Default: The following actions, in addition to any other material breach described elsewhere in this Agreement, shall each constitute a material breach of this Agreement:

- 1. Either Party files a voluntary petition under Chapter 7 or 11 of the U.S. Bankruptcy Code, or any equivalent state law; or such a petition is filed against the Party, under federal or state law which is not dismissed within 60 days.
- 2. TCT's license(s) required for TCT to perform its obligations under this Agreement is revoked, canceled, suspended, or discontinued.

C. In the event of the occurrence of any breach (listed in this Section 12.B.above, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.

**13. ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES. SHIPPER agrees to notify TCT in the event of a change of ownership

**14. SEVERABILITY/SURVIVABILITY.** In the event the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.



**15. INDEPENDENT CONTRACTOR.** It is understood between TCT and SHIPPER that TCT is not an agent for the carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over TCT, its operations, employees, or carriers.

**16. NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

**17. NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission or email with confirmed receipt).

**18. FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or TCT, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

**19. CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota, County of Hennepin, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply

## **20. DISPUTE RESOLUTION:**

### **A. ARBITRATION:**

In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be to arbitration within two years from the date of the alleged loss. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA) or Transportation ADR Council, Inc. (ADR) at the discretion of the party filing the complaint. Upon agreement of the PARTIES: Arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR; arbitration proceedings may be conducted by tele-conference or video-conference. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well those incurred in any action for appeal or injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

**21. CONFIDENTIALITY.** Other than as required to comply with law or legal process requiring disclosure, the Parties agree to the following:

A. TCT shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. TCT will require its carriers and/or other TCTs to comply with this confidentiality clause.

B. 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.

**22. ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. Any modifications to this model contract, as published and copyrighted by TIA shall be highlighted or italicized and initialed by both PARTIES to be valid. The 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.

**IN WITNESS WHEREOF,** the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.





**TCT**

**SHIPPER**

Signed

Signed

Printed Name

Printed Name

Title

Title



# LTL Terms and Conditions

## Less Than Truckload Specific Terms And Conditions

The SHIPPER ("SHIPPER") and TUMALO CREEK TRANSPORTATION LLC, a Minnesota based limited liability company ("TCT"), hereby agree as follows:

**1. Parties.** SHIPPER is a Shipper, Consignee, or Third Party arranging or financially responsible for certain goods it wishes to have transported. TCT is a freight broker. TCT is not acting as either a Motor Carrier, or a Common Carrier within the meaning of USC Title 49. TCT independently contracts with various freight carriers ("Carriers") on behalf of the SHIPPER for the purpose of obtaining rates for transportation. TCT reserves the right, in its sole discretion, to refuse any shipment at any time. TCT and the SHIPPER may be collectively referred to as the "Parties" or individually either may be referred to as "Party" in this Agreement.

**2. Bills of Lading.** SHIPPER must provide motor carrier with TCT's Bill of Lading ("BOL") as expressly provided by TCT and complete all appropriate documents required for carriage. Use of alternate BOLs in place of or with the TCT BOL is prohibited; any additional paper-work required to move with the shipment should be affixed to or packaged with the freight. If the shipper fails to use the TCT BOL, the SHIPPER agrees that TCT shall correct or replace the documents at the expense of the SHIPPER. Failure to provide the proper BOL to the designated Carrier may render the entire transaction void. TCT shall have no obligation to make any payments or honor any rate quotes in instances involving: (i) the unauthorized alteration or use of bill of lading, (ii) the tendering of shipments to any motor carrier other than that designated by TCT, or (iii) the use of any bill of lading not authorized or issued by TCT.

**4. Determination of Charges.** The SHIPPER shall be liable for all charges payable on tendered freight. Such charges include transportation, fuel and other applicable accessorial charges, all adjustments issued by the carrier(s) after the shipment, and all government penalties, fines and taxes. Rates are based on the Carrier's tariff, class of the product as determined by the National Motor Freight Traffic Association ('NMFTA'), shipment weight, pallet count, density, dimensions, and volume of the shipment. TCT may help classify SHIPPER's freight upon request but it absolved of liability from charges due to inaccurate class suggestions. SHIPPER maintains responsibility for the accuracy of its commodity's NMFC number and freight class. TCT reserves the right to amend or adjust charges and to re-invoice the SHIPPER if the original quoted amount was based upon incorrect information provided by the SHIPPER, or if additional services by the Carrier were required. While TCT strives to notify its SHIPPERS of all charges in advance, this is not always possible and unanticipated accessories may be added to the shipment cost. TCT will use reasonable efforts to promptly notify SHIPPER of any such charges once TCT learns of them. SHIPPER acknowledges that post-shipment adjustments may be made, and will be paid by the SHIPPER, as follows: (i) if the original quoted amount was based upon incorrect information provided by the SHIPPER, (ii) if additional services by the carrier were required, (iii) if the SHIPPER authorized the Carrier to perform pick-up, transportation or delivery functions other than noted on the BOL, and/or (iv) if the SHIPPER fails to use the BOL. TCT shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by SHIPPER.

**6. Claims and Limitations of Liability.** TCT is not liable for any loss, damage, mis-delivery or non-delivery caused by: (i) the act, default or omission of a Carrier, the SHIPPER or any other party who claims an interest in the shipment, (ii) the nature of the shipment or any defect therein, (iii) a violation by the SHIPPER of any provision of this Agreement, the BOL, the Carrier's tariff, including, improper or insufficient packing, packaging, securing, marking or addressing, (iv) failure to observe any of the laws, rules or regulations relating to shipments not acceptable for transportation, or shipments acceptable only under certain conditions, (v) acts of God, perils of the air, public enemies, public authorities, acts or omissions of any customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles, aircraft or other equipment, (vi) the acts or omissions of any person other than employees of TCT, and/or (vii) the selection of a Carrier for a particular shipment. SHIPPER acknowledges that in order to provide competitive rates for the services subject to TCT's Terms & Conditions, that the parties have agreed as a material term of this Agreement that the burden of any loss or damage is exclusively on the SHIPPER, and that in any event the maximum amount of TCT's liability is limited to the fees that TCT has earned with respect to the subject shipment. SHIPPER specifically acknowledges that TCT shall have no liability for negligent acts or omissions of its employees except to the extent such actions or omissions constitute gross negligence.

**7. Insurance.** Each Carrier's Tariff will determine the standard liability cargo insurance coverage offered on any shipment, subject to any exception value. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the liability coverage otherwise provided by the Tariff. The SHIPPER acknowledges a claim for damages does not relieve it of payment under the terms of this Agreement. Timely payment is a condition



precedent to the processing of a claim of any type. All freight cargo claims should be submitted immediately to TCT to help ensure timely resolution. TCT will attempt to assist in the resolution of freight claims, but has no responsibility or liability for such claims. Where a damage claim is submitted with Carrier on behalf of SHIPPER, TCT has a lien on any amounts recovered to the extent of open past due invoices on the SHIPPER's account. TCT may have optional Shippers Interest Contingent Cargo Liability Insurance ("Third Party Insurance") available for purchase by the SHIPPER. TCT has no responsibility or liability with respect to the issuance or denial of Third Party Insurance, or in the payment or denial of claims.

**8. Guaranteed Services.** LTL transit times begin the day after the pickup of the shipment, except as otherwise noted by the Carrier. Guaranteed Service transit times do not include holiday and/or "no service" days as defined by the individual carrier. In the event of a Carrier's failure to comply with the guaranteed service requested, the SHIPPER shall have fourteen (14) days from the actual delivery date of shipment to deliver a written claim request to TCT. If TCT does not receive a claim request within fourteen (14) days, the service provided by the Carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied. In the event of a Carrier's failure to comply with the guaranteed service requested, and after a Carrier has agreed to liability and has paid the amount awarded to SHIPPER to TCT, TCT will credit the account of the said SHIPPER with such amount awarded and paid by the Carrier. In no event shall TCT be liable nor will any account be credited, if the SHIPPER does not use TCT's BOL. TCT is not liable for charges arising from a missed guarantee, including opportunity costs, shutdown fees, late charges, consequential damages or other related expenses.

**9. Governing Law and Venue.** The parties agree that governing law and venue are as stated in paragraph of the base contract.

**10. Disclaimer of Warranties.** Except as expressly provided in TCT's LTL Terms & Conditions, TCT makes no warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, with regard to shipment, warehoused goods, items in transit or deliveries or with regard to the information provided or services related to transactions conducted. TCT cannot guarantee delivery by any specific time or date. In no event shall TCT be liable for any special, incidental, or consequential damages, including damages relating to loss of profits or income, whether or not such damages were reasonably foreseeable.

**Authorized SHIPPER Representative**

Signature

Print Name

Title



# Business Credit Application

For fast credit approval, fax form to 612-333-4957

Company \_\_\_\_\_ Type Of Business \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Ownership      Corporation      Partnership      Sole Proprietor      Government      Non-Profit

Years in Business      Tax Exempt      Yes      No      (if yes,include resale card)

Parent Company Names (if different than above)

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## BANK REFERENCES

Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

- 1.
- 2.

## OPEN ACCOUNT REFERENCES

Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

- 1.
- 2.
- 3.

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

INTER OFFICE USE ONLY      Date:\_\_\_\_/\_\_\_\_/\_\_\_\_      Credit Limit \$\_\_\_\_\_      Approvedby:\_\_\_\_\_



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2018
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<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b>																					
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>																					
<b>PRODUCER</b> Associated Benefits & Risk Consulting, LLC 6000 Clearwater Drive Minnetonka, MN 55343	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Nicole Dahle</td> </tr> <tr> <td>PHONE (A/C No, Ext): 952-947-9728</td> <td>FAX (A/C, No): 952-947-9793</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Nicole.Dahle@associatedBRC.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td>INSURER A : Allmerica Financial</td> <td>NAIC # 41840</td> </tr> <tr> <td>INSURER B : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Nicole Dahle		PHONE (A/C No, Ext): 952-947-9728	FAX (A/C, No): 952-947-9793	E-MAIL ADDRESS: Nicole.Dahle@associatedBRC.com		<b>INSURER(S) AFFORDING COVERAGE</b>		INSURER A : Allmerica Financial	NAIC # 41840	INSURER B : Massachusetts Bay Insurance Company	22306	INSURER C : Hanover Insurance Company	22292	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																					
<b>INSURED</b> Tumalo Creek Transportation, LLC 6109 Blue Circle Drive, Suite 2000 Minnetonka, MN 55343	TUMAL-1																				

**COVERAGES** **CERTIFICATE NUMBER: 1007940622** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ODX9482961	3/15/2018	3/15/2019	EACH OCCURRENCE \$ 1,000,000** DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included** GENERAL AGGREGATE \$ 2,000,000* PRODUCTS - COMP/OP AGG \$ Included* \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			ODX9482961	3/15/2018	3/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000** BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	W2XA281345	3/15/2018	3/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Contingent Cargo Deductible: \$2,500			IHX9482210	3/15/2018	3/15/2019	Per Truck \$100,000 Per Loss \$200,000 Error & Omission \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*EACH OCCURRENCE LIMIT SUBJECT TO GENERAL AGGREGATE. \*\*AUTO LIABILITY LIMIT INCLUDED IN GENERAL LIABILITY OCCURRENCE LIMIT. Additional Limit: \$100,000 per Railcar, subject to a \$2,500 Deductible. \$100,000 Errors & Omissions Limit, subject to a \$2,500 deductible.

<b>CERTIFICATE HOLDER</b>  Tumalo Creek Transportation 6109 Blue Circle Drive Suite 2000 Minnetonka MN 55343	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**TIA Bond (BMC-84) Address Change Rider**

ATTACHED TO AND FORMING PART OF BMC-84 BOND NUMBER	DATE RIDER EXECUTED: (M/D/YYYY)	EFFECTIVE DATE OF RIDER: (M/D/YYYY)
<b>13777</b>	<b>6/16/2015</b>	<b>6/16/2015</b>

PRINCIPAL:

**Tumalo Creek Transportation LLC**

At the request of the above Principal, the following change(s) is(are) made, as of the above Effective Date of Rider. It is hereby agreed and understood that the Principal's primary address is amended to:

**6109 Blue Circle Drive Ste 2000 Minnetonka, MN 55343**

The electronic filing of the BMC-84 bond number **13777** has been reissued to reflect this amendment on "Effective date of rider/same as electronic effective date. This electronic filing is required to maintain the bond in effect as amended and it does not increase the obligations of the surety beyond the amount reflected on the original bond.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the above referenced bond, other than as above stated.

NAME OF SURETY

**Southwest Marine and General Insurance Company**  
C/O Avalon Risk Management  
150 Northwest Point Blvd. 2nd. Fl.  
Elk Grove Village, IL 60007

SIGNATURE

**Lisa M. Gelsomino**

ATTORNEY-IN-FACT





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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
February 25, 2005

**LICENSE**  
**MC-513622-B**  
TUMALO CREEK TRANSPORTATION LLC  
MPLS., MN

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief  
Information Systems Division

BPO

# 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.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>TUMALO CREEK TRANSPORTATION</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> 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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input checked="" type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate             </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____             </p> <p><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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6109 BLUE CIRCLE DR - SUITE 2000</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>MINNETONKA, MN 55343</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## 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>									
2	0	-	2	2	5	8	4	9	1

## 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 ▶ **08/28/2018**

## 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.*