



*Forward Thinking*

Thank you for the opportunity to do business with you. However, before you can carry the load for GTO 2000, Inc., I must ask for a few documents. Enclosed you will find documents for your records as well as a few that need to be completed and returned to the Corporate Office.

Please fax the following information to **770-535-4111** or email to [carriers@gto2000.com](mailto:carriers@gto2000.com):

- Completed **Carrier Profile & Alternative Form W-9** (Page 2 of this Package)
- Completed and Signed **Agreement** (Pages 3 & 4 of this Package)
- Certificate of Cargo & Liability** Insurance, listing GTO 2000, Inc. as the Certificate Holder (Supplied by your Insurance Company)
- Carrier **Authority** (Supplied by you from the FHWA)

**CORPORATE OFFICE**

GTO 2000, Inc.  
PO Box 2819  
Gainesville, GA 30503-2819  
770-287-9233 Phone  
800-966-0801 Toll-Free  
770-287-7878 Fax

**MC 223164**  
**BOND#: B97001**  
**FED ID#: 58-1245893**  
**TIA#: 19856**  
**D.U.N.S.#: 61-523-0430**  
<http://www.gto2000.com>

**BROKERAGE**

GTO 2000, Inc.  
Gainesville, GA  
Phone 770-287-9233  
Toll-Free 800-966-0801  
Fax 770-287-0105  
[stb.gto@gto2000.com](mailto:stb.gto@gto2000.com)

Normal payment terms are twenty-three (23) days from receipt of the bills of lading AND invoice in the Corporate Office. Any receipts that you wish to be considered for reimbursement must be pre-approved AND included at the time the bills and invoice are presented for payment. Any questions about billing should be directed to the Accounting Department at the Corporate Office. Any questions about the load should be directed to the Agent Office with whom you booked the load.

For copies of our Operating Authority and Surety Bond, please visit our website <http://www.gto2000.com/services/NewCarrier.pdf>.

Thank you for your assistance.

**General Information**

Legal Name \_\_\_\_\_ Motor Carrier # \_\_\_\_\_  
 dba Name \_\_\_\_\_ Taxpayer ID # \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Phone \_\_\_\_\_ Toll-Free \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_ Website \_\_\_\_\_

Individual or Sole Proprietor  
 Corporation  
 Partnership  
 Other: \_\_\_\_\_  
 Exempt from Backup Withholding

**Remittance Information (If Different From Above)**

Payee \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Equipment** Total Number of Tractors: \_\_\_\_\_

Trailer Types	Number of Each	Deck Dimensions	Special Comments
<b>R</b>	<b>15</b>	<b>48x102</b>	<b>Air Ride - EXAMPLE</b>

**Drivers**

How Many Teams Do You Have? \_\_\_\_\_ May We Advance You or Your Drivers?  Yes  No  
 How Do You Communicate With Your Drivers?  Satellite  Radio  Cellular  Pager  Check-Call  \_\_\_\_\_

**Insurance**

Agency Name \_\_\_\_\_ Phone \_\_\_\_\_

**Certification**

I certify that:  
 1. The number entered as Taxpayer ID # above 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.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**CARRIER TRANSPORTATION AGREEMENT**

**THIS AGREEMENT** is made and executed at Gainesville, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 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 had contact 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 employ, hire or otherwise engage 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 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. Claims will be filed with Carrier by the owner of the cargo, or its agent, and may be facilitated 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 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 made hereunder. In the event of a 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. **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 “B+” 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 by Carrier’s insurance company 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 will meet or exceed the requirements of federal and state regulatory bodies having jurisdiction over Carrier’s performances pursuant to this Agreement.
- 8. **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.
- 9. **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, 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.
- 10. **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.
- 11. **Entire Agreement:** This Agreement, together with the Load Confirmation and Rate Agreement constitutes the entire agreement between the parties. This Agreement may only be modified by a separate written agreement, signed 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.**

**CARRIER:**

**SIGN:** \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**BY: Gregg Gordon**

**BY:** \_\_\_\_\_

**ITS: President**

**ITS:** \_\_\_\_\_

PM-25  
(Rev. 10/84)

## INTERSTATE COMMERCE COMMISSION

## LICENSE

No. MC 223164

SERVICE DATE

NOV 30 1989

SOUTHEASTERN TRUCK BROKERS, INC.  
GAINESVILLE, GA

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 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.

**FEDERAL HIGHWAY ADMINISTRATION**NCA  
SERVICE DATE  
Nov 25, 1996**DECISION**No. MC-223164  
SOUTHEASTERN TRUCK BROKERS, INC.

GAINESVILLE, GA

**REENTITLED**

GTO 2000, INC.

On Nov 01, 1996, applicant filed a request to have the Federal Highway Administration's records changed to reflect a name change.

*It is so ordered:*

The Federal Highway Administration's records are amended to reflect the carrier's name as GTO 2000, INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FHWA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FHWA, Office of Motor Carriers, HIA-30, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000. Any other questions regarding the action taken should be directed to (202) 358-7027.

*Decided:* Nov 20, 1996

By the Motor Carrier Board.

John F. Grimm  
Director

License No.

MC- 223164

BOND B-97001

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 10927  
(EXECUTED IN DUPLICATE)

KNOW ALL MEN BY THESE PRESENTS, THAT we GTO 2000, Inc.  
*(Name of Property Broker)*

of Gainesville, Georgia as PRINCIPAL (hereinafter called Principal),  
*(City) (State)*  
and American Southern Insurance Co., a corporation, or a Risk Retention  
*(Name of Surety)*

Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of Georgia 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 the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Interstate Commerce Commission such a bond as will ensure financial responsibility and the supplying of transportation subject to 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 Property Broker of Transportation by motor vehicle with 49 U.S.C. 10927(b), and the rules and regulations of the Interstate Commerce Commission, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be 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 motor carriers 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 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, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 6TH day of JANUARY, 19 97, 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 cancel this bond by written notice to the Interstate Commerce Commission at its office in Washington, D.C., such cancellation to become effective thirty (30) days after actual receipt of said notice by the Commission on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any 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.

The receipt of this filing by the Commission certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 1043.8 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 6TH day of JANUARY, 19 97.

PRINCIPAL SURETY  
Name GTO 2000, Inc. Name American Southern Insurance Company [SEAL]

By Tom Cornett  
*(Signature and Title)*  
**Tom Cornett, President**

By Freda Holt  
*(Signature and Title)*