



P.O. Box 540547  
Dallas, TX 75354  
Phone: 214-631-3080  
[www.summittransportation.com](http://www.summittransportation.com)

<b>To:</b> New Carrier Set Up	<b>From:</b> Summit Transportation, Inc.
<b>Date:</b> Today	<b>Fax:</b> SEE BELOW
<b>Re:</b> Carrier set up packet	<b>Pages:</b> 17 including coversheet

To All New Carriers:

Please fill out our entire packet and fax back to dispatcher you booked the load with at the number listed below:

**LORI: 469-484-6211 ~ LINDSEY: 214-884-3463**

We must receive an insurance certificate from your insurance company showing Summit Transportation, Inc. as the certificate holder before we can dispatch your driver. Please have your insurance company fax/email the certificate to us ASAP. This will save time in getting your company set up as an approved carrier for Summit Transportation, Inc.

The certificate should show:  
Summit Transportation, Inc.  
P.O. Box 540547  
Dallas, TX 75354  
Fax: 469-484-6213  
Email: [certs@st-tx.com](mailto:certs@st-tx.com)

Invoices will be paid 30 days from receipt. You can email your invoice, pods and rate confirmation to [accounting@st-tx.com](mailto:accounting@st-tx.com), instead of mailing them. Please make sure the pods are legible when emailing them.

**View our available loads at [www.st-tx.com](http://www.st-tx.com), loads updated daily.**

If you have any question, please call 214-631-3080.

Thank you,  
Summit Transportation, Inc.

facsimile

Date: \_\_\_\_\_



**Please fax back to:**  
**Lori: 469-484-6211 ~ Lindsey: 214-884-3463**  
**Email: [CarrierSetup@st-tx.com](mailto:CarrierSetup@st-tx.com)**

**PLEASE FILL OUT & RETURN WITH:**

Signed & Dated Contract (all 7 pages), W-9, MC Authority and Proof of Insurance

Carrier Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Toll Free: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Dispatcher Name(s): \_\_\_\_\_ Email: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ ( ) Corporation ( ) Partner ( ) Sole SCAC Code: \_\_\_\_\_

MC#: \_\_\_\_\_ ( ) Common ( ) Contract ( ) Broker DOT# \_\_\_\_\_

Factor Company Name, if factored: \_\_\_\_\_

Factor Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

SafeStat Rating: \_\_\_\_\_ Date of Last Safety Review: \_\_\_\_\_

**C-TPAT Certified:** ( ) Yes ( ) No **C-TPAT#:** \_\_\_\_\_ **Program:** \_\_\_\_\_

**EQUIPMENT**

Tractors # \_\_\_\_\_ Vans # \_\_\_\_\_ Reefers # \_\_\_\_\_ Flatbed # \_\_\_\_\_ Step Deck \_\_\_\_\_

Hazmat Certified: ( ) Yes ( ) No If yes, we will need a copy of Hazmat Certificate.

**INSURANCE INFORMATION**

**We require a certificate from your insurance company listing Summit Transportation, Inc. as the certificate holder. Certificate MUST be faxed from insurance company BEFORE load will be dispatched.**

Auto Liability – Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Policy Amount: \$ \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Cargo Insurance - Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Policy Amount: \$ \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_



## BROKER/CARRIER AGREEMENT

THIS AGREEMENT ("**Agreement**"), is made and intended to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SUMMIT TRANSPORTATION, INC., whose main office is located at 3000 Pegasus Park Dr, Bldg. 3, Dallas, TX 75247 ("**Broker**") and \_\_\_\_\_, whose main office is located at \_\_\_\_\_ ("**Carrier**"), collectively the "**Parties.**"

### RECITALS

WHEREAS, Broker is licensed by the Federal Motor Carrier Safety Administration in Docket No. MC-334192 to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods), and as a broker, arranges services for various consignors, consignees, motor carriers and/or other third Parties (hereinafter individually or collectively "**Customer(s)**");

WHEREAS, Carrier holds motor carrier operating authority from the Federal Highway Administration in Certificate No. MC \_\_\_\_\_ and, or, Permit/Certificate No. DOT- \_\_\_\_\_ to engage in transportation as a common or contract carrier of property (except household goods, and class A and B explosives) under contracts with shippers and receivers and/or brokers of general commodities, and shall transport said property under its own operating authority and subject to the terms of this Agreement, and makes the representations herein for the purpose of inducing Broker to enter into this Agreement; and

WHEREAS, Broker, to satisfy some of the freight transportation needs of its Customers, desires to use the services of Carrier on a non-exclusive basis.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

### AGREEMENT

1. **TERM.** The term of this Agreement shall be one (1) year, commencing on the date first mentioned above. This Agreement shall automatically renew itself for successive one year periods. Notwithstanding the foregoing, either Party may terminate this Agreement on 30 days prior written notice, at any time, to the other Party, with or without cause, or as otherwise provided in this Agreement.
2. **LOAD REQUIREMENT.** Broker hereby engages Carrier, for the duration of this contract, to transport, and Carrier shall promptly render such services whenever and wherever called upon, within the limit of Carrier's equipment and facilities.
3. **CARRIER'S COVENANTS.** In performing transportation services hereunder, Carrier agrees that it shall, at all times and at its own expense, provide and maintain:
  - (a) driver(s) with enough available hours of service to pick up and complete delivery of the tendered loads within time frames requested by Broker and/or its Customer(s), without violating the FMCSA hours of service regulations contained at 49 C.F.R. § 395;
  - (b) 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: 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; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and



(c) Carrier will notify Broker immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

4. **COMPENSATION.** The transportation services performed hereunder are to be compensated on the basis of the provisions and the rates and charges as are more particularly described in Appendix A hereto and supplements thereto wherein the parties mutually agree to changes in such rates and charges and reissues thereof. Broker will endeavor to pay Carrier within 30 days of receipt of signed, original bills, but will pay immediately upon receipt of payment from its Customers. Any overage, shortage or damage notated on bills may delay payment to carrier. Carrier shall bill Broker for the freight charges and shall not bill the shipper or consignee of the cargo. Carrier agrees that Broker is the sole party responsible for payment of Carrier invoices and that, under no circumstance, will Carrier seek payment from the shipper or consignee. Broker and Carrier shall use their best efforts to ensure the accuracy of all freight charge billings tendered by Broker to Customers for transportation services performed by Carrier under this Agreement. Broker shall have the right to audit, from time to time, any and all freight charge billings by Carrier, and Carrier shall cooperate fully with the conduct of such audits. Except in case of *Force Majeure*, Carrier will be responsible for any additional costs incurred upon Broker when replacement services are required.

5. **DOT SAFETY RATING.** At all times during the term of this Agreement, Carrier shall maintain a “*satisfactory*” DOT safety rating or equivalent.

6. **INSURANCE.** Carrier shall obtain and maintain in effect during the term of this Agreement at least the following types and amounts of insurance coverage from reliable insurance companies having a Best rating of A-VII or better. All such insurance shall be written and be required to respond and pay prior to any other available coverage:

(a) Comprehensive Auto Liability Insurance for liability for injuries to persons, including injuries resulting in death, and loss or destruction of or physical damage to property, including any other equipment furnished by the Broker's Customers for or in connection with services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence. (BMC-91X on file with the FMCSA.)

Any carrier hauling hazardous materials must have the proper hazmat authority and must have the CA9948 upset and overturn pollution coverage endorsed to their Auto Liability Insurance.

(b) Cargo Insurance providing coverage coextensive with carrier's legal liability against liability for loss of or damage to freight while in the custody, possession or control of Carrier, with liability limits of not less than \$100,000.00 for each truckload;

(c) Comprehensive General Liability Insurance (including blanket contractual liability, broad form property damage liability, and extended bodily injury coverage) insuring Carrier, Broker and Broker's Customers against liability for injuries to persons, including injuries resulting in death, and loss or destruction of or physical damage to property, including any other equipment furnished by Broker's Customers for or in connection with services under this Agreement, with combined single limits of not less than \$1,000,000.00 per occurrence;

(d) Workers' Compensation Insurance coverage, as statutorily required; and

(e) Any other insurance required by DOT or any other government agency whose rules and regulations may apply to Carrier's performance of the terms of this Agreement.

Carrier shall furnish Broker with a certificate of insurance, in a form satisfactory to Broker, to prove that each of the coverages specified in this paragraph is in effect. Such certificate of insurance shall reflect that all liability policies name Broker as certificate holder, and if requested by Broker, Broker and Broker's Customers shall be named as additional insureds or loss payees.



Upon request by Broker or any Customer of Broker, Carrier shall provide an actual copy of the policies currently in effect along with any exclusions, exemptions, or riders that are not depicted in the governing certificate of insurance.

7. **HAZMAT.** If Broker requests Carrier to transport any shipment required to be placarded under the Department of Transportation (DOT) rules as a Hazardous Material, the additional requirements, as determined and delivered in writing by Carrier to Broker, shall apply for each such shipment.

8. **CARGO LIABILITY AND CLAIMS.** Carrier shall issue a bill of lading in compliance with 49 U.S.C. § 80101 et seq., 49 C.F.R. § 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect liability of Carrier. Under no circumstances shall Carrier execute any bill of lading or any other document which represents or holds out Broker as the person responsible for delivery of any freight. If a consignee refuses a shipment, or Carrier is unable to deliver it for any reason, Carrier's liability as a warehouseman shall not begin until Carrier has provided 24 hour prior written notification of request for directions, and if no other directions are received, either has placed the shipment in a Broker approved public warehouse, or in Carrier's terminal or storage facility under reasonable security. Carrier shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. All liability standards, time limitations and burdens of proof regardless of whether Carrier has common or contract authority shall be governed by the common law applicable to common carriers and by 49 U.S.C. § 14706 (the Carmack Amendment). Broker reserves the right to offset any claim(s) with pending invoices. Notwithstanding the terms of 49 C.F.R. § 370.9, Carrier shall pay, decline or make settlement offers in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 30 day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.

9. **INDEPENDENT CONTRACTORS AND BROKER RIGHTS.** The relationship between Broker and Carrier shall, at all times, be that of independent contractors. Carrier shall employ, pay, supervise, direct, discipline, discharge and assume full responsibility for all persons required for the performance of Carrier's duties under this Agreement. Under no circumstances shall Carrier or any of its approved carriers, agents or employees deemed to be or hold themselves out as employees of Broker or any Customer. Furthermore, Broker is not restricted from tendering freight to other carriers.

10. **INDEMNIFICATION.** Carrier agrees to indemnify, hold harmless and defend Broker, its affiliates, partners, directors, officers, employees, agents and advisor, and its Customers and its affiliates, partners, directors, officers, employees, agents and advisor (collectively, the "**Indemnified Parties**") from and against any and all claims for loss, damage or injury (including but not limited to reasonable attorney's fees), from and against any lawsuits, actions, and administrative or legal proceedings brought against any Indemnified Party for or on account of any loss or damage to any property of any Indemnified Party or other persons, or for or on account of any injury received or sustained by any person, caused by or arising out of the performance of Carrier, its employees or approved carriers, **in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of any Indemnified Party.** This paragraph shall survive the termination of this Agreement.

11. **BROKER'S ACCOUNTS.** Carrier agrees to treat all Broker's Customers as Broker's accounts during the term of this Agreement. If this Agreement is terminated for any reason whatsoever, Carrier agrees not to solicit freight or provide transportation services to any of Broker's Customers for a period of 15 months after the termination date of this Agreement. If Carrier does solicit freight or provide transportation services for any of Broker's Customers in violation of this paragraph, then Broker shall be entitled to collect twenty percent (20%) of the gross compensation



received by Carrier from any and all such Customers on all shipments that Carrier transports for any such Customer(s) during the 15 month period following the date of termination. This paragraph shall survive the termination of this Agreement.

12. Unless otherwise agreed in writing, Carrier warrants that all services will be rendered in commercial motor vehicles operated, placarded and insured by Carrier pursuant to regulations promulgated by the FMCSA.

13. **WAIVER AND DISCHARGE.** The failure of either Party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or the right of either Party to enforce such provision in the future or in any way to affect the validity of this Agreement or any part hereof.

14. **NOTICES.** All notices required or permitted under this Agreement shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be sent to the respective Party at the address listed below the signature lines hereto via certified U.S. Mail, overnight courier with delivery receipt, or facsimile with machine printed proof of delivery.

15. **GOVERNING LAW.** Unless preempted by or controlled by Federal Transportation Laws and Regulations, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Carrier and Broker further agree that the exclusive jurisdiction and venue for any lawsuit necessary to resolve a dispute hereunder shall be in state or federal court in Dallas, Dallas County, Texas.

16. **ARBITRATION.** The Parties agree that upon the request of Broker, any dispute arising out of this transaction may be submitted to binding arbitration pursuant to the Transportation Lawyers Association ADR Council.

17. **LIMITATION OF LIABILITY.** BROKER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, LOST PROFITS, AND/OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING UNDER ANY CIRCUMSTANCES RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

18. **ENTIRE AGREEMENT AND INVALIDITY OF PROVISIONS.** This Agreement and its Appendix constitute the entire agreement between the Parties. 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. If a court of competent jurisdiction declares any provision of this Agreement invalid, such decision shall not affect the validity of any remaining provisions, and all remaining provisions of this Agreement shall remain in full force and effect.

19. **ASSIGNMENT AND DELEGATION.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties, provided, however, that no assignment by Carrier of rights and no delegation of duties under this Agreement shall be effective without the prior written consent of Broker. Broker, in its sole discretion, shall not be obligated to honor any factoring, assignment or any other transfer of Carrier's right to receive any payments hereunder.

20. **CONFIDENTIALITY.** In addition to confidential information protected by law, statutory or otherwise, Carrier agree that all of Broker's financial information and that of Broker's Customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, amounts of freight charges paid, freight volume requirements, as well as personal Customer information, Customer shipping or other logistics requirements shared or learned between the Parties and Broker's Customers, shall be treated as confidential by Carrier, and shall not be disclosed or used for any reason without prior written consent of Broker. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that Broker shall be entitled, in addition to any other remedy it may have, to an injunction restraining Carrier from further violation of this Agreement in which case Carrier shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees. This paragraph shall survive the termination of this Agreement.



## **CARRIER REQUIREMENTS**

### **GENERAL CARRIER REQUIREMENTS:**

1. Drivers are required to check call every day between 8:00 a.m. and 9:00 a.m. Dallas, Texas time giving their current location and temperature if required. Failure to do so can result in a \$50.00 fine against the Carrier's settlement for each infraction.
2. Failure to report any overage, shortage, or damage within 24 hours will result in a \$100.00 fine to Carrier.
3. Carrier is responsible for any damage to product or damage to the product's container, and shortages of freight.
4. If any unloading payment is agreed upon, Carrier must supply unloading receipt with lumper's full name and social security number along with Broker authorization number at the time of original billing. Failure to do so within 24 hours of delivery will result in no reimbursement for unloading.
5. For all pallet exchange loads be sure that the number of pallets in and number of pallets out are marked clearly on the original bill of lading.
6. Any costs incurred by Broker due to Carrier being late for pick-up or delivery appointments may be charged to Carrier.
7. Any product which must be disposed must have prior written consent from Broker before being disposed.
8. Before loading driver must have a sufficient number of load locks to secure the load.
9. Loads that are sealed at the shipping point are to remain sealed until an authorized person at the receiver breaks the seal. If the seal is broken by an unauthorized person, the Carrier becomes 100% liable for the invoice value to Customer or cost whichever is greater, of the product and any other expenses.









## HOLD HARMLESS AGREEMENT

This form will serve as evidence that the carrier list below agrees to hold harmless Summit Transportation, Inc. from any liability on any worker's compensation insurance or any claim thereof.

Any exceptions to this will be so stated by carrier and acknowledged by broker in writing.

DATE: \_\_\_\_\_

CARRIER \_\_\_\_\_

(Please Print Clearly)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title



Addendum to Broker/Carrier Agreement

This Addendum to Broker/Carrier Agreement (the "Addendum") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SUMMIT TRANSPORTATION, INC. ("BROKER"), a Registered Property Broker, Lic. No. MC-334192 and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT\_\_\_\_\_ including all employees, contractors, officers, agents, drivers, authorized or unauthorized parties entering into any agreement or signing a bill of lading on behalf of or for the benefit of the company ("CARRIER"); (collectively referred to as "Parties"). ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

This Addendum reincorporates the Broker/Carrier Agreement entered into by and among the Parties by reference and adds the following supplemental provisions:

1. Compliance. CARRIER acknowledges that it is in compliance with Section 32301(b) of the Commercial Motor Vehicle Safety Enhancement Act, enacted as part of the Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 126 Stat. 405, 786-788, July 6, 2012), which mandates the Electronic Logging Device (ELD) Rule (the "Rule"). The Rule, effective December 18, 2017, requires electronic logging device use in commercial motor vehicles involved in interstate commerce, when operated by drivers who are required to keep records of duty status (RODS).
  - a. CARRIER is solely responsible for understanding and complying with the terms of the Rule, including but not limited to, ELD user documentation, portable ELD use requirements, data retention, supporting documents requirements, and roadside inspections.
  - b. CARRIER acknowledges that it is in compliance with the Rule or will be in compliance with the Rule on or before its effective date of December 18, 2017.
  - c. CARRIER shall defend, indemnify and hold BROKER and its customer and any other related or affiliated third party harmless from any claims, actions or damages, arising out of its violation of or failure to comply with the Rule. BROKER is not liable to any other party for any claims, actions or damages due to the negligence or intentional act of CARRIER, or the shipper. The obligation to defend shall include all costs of defense, attorneys' fees, court costs, and all other related expenses or loss.
2. Except as amended by this Addendum, all other terms and conditions of the Broker/Carrier Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Addendum the date and year first shown above.

**Broker**

**Carrier**

**Summit Transportation, Inc.**

**Signature:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## APPLICATION FOR CREDIT

Visit us at: [www.summittransportation.com](http://www.summittransportation.com)

Mailing Address: P.O. Box 540547 MC#: Contract Authority - 372970  
Dallas, TX 75354 Broker Authority - 334192

Phone: 214-631-3080 FEIN: 75-2743038  
Fax: Dispatch 214-631-3442  
Fax: Acct. Dept. 214-350-0555 SCAC Code: SUQO

Bank Reference: JP Morgan Chase Insurance Agent: Capps Insurance  
1201 West Main St. Mt. Pleasant, TX  
Lewisville, TX 75067 214-271-4399-Fax

Carrier References: Dallas Metro Freight Megan Transport Design Transportation Svc.  
Irving, TX Mansfield, TX Dallas, TX  
972-571-5413 817-539-0888 214-688-6900

**Regular Pay:** All invoices will be paid in 30 days of receipt. You can send your invoice regular mail or by email to [accounting@st-tx.com](mailto:accounting@st-tx.com), we will not pay from faxes.

**Quick Pay:** 5% of total invoice, check mailed within 24 hours of receiving paperwork in our office as long as the PODs are legible and free from shortage/damage. You can send your invoice regular mail or by email to [accounting@st-tx.com](mailto:accounting@st-tx.com), we will not pay from faxes.  
**Your invoice must be marked "Quick Pay."**

**\*\*\*YOU MUST HAUL AT LEAST 3 LOADS FOR SUMMIT BEFORE WE WILL SET YOU UP ON QUICK PAY.\*\*\***

### Accounting:

Accounts Payable: [accounting@st-tx.com](mailto:accounting@st-tx.com)

### Accounting Contacts:

Lisa: [lrosenthal@st-tx.com](mailto:lrosenthal@st-tx.com) 214-631-3080, x-234

Misty: [mhall@st-tx.com](mailto:mhall@st-tx.com) 214-631-3080, x-246

### Accounting Manager:

Kim: [kim@st-tx.com](mailto:kim@st-tx.com) 214-631-3080, x-233

View our available loads at [www.summittransportation.com](http://www.summittransportation.com), loads updated daily.



FM-35  
(Rev. 1/95)

SERVICE DATE  
May 07,1998

## FEDERAL HIGHWAY ADMINISTRATION

### LICENSE

MC 334192 B

SUMMIT TRANSPORTATION, INC.  
GARLAND, TX, US

This license is evidence off 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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining  
Chief, Licensing and Insurance Division

## 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.  <b>Summit Transportation, Inc.</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 one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><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><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>3000 Pegasus Park Dr, Bldg 3</b></p> <p><b>6</b> City, state, and ZIP code  <b>Dallas, TX 75247</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (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>													
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<b>OR</b>													
<b>Employer identification number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> </tr> </table>	7	5	-	2	7	4	3	0	3	8			
7	5	-	2	7	4	3	0	3	8				

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kim Logue</i>	Date ▶ <i>3/1/18</i>
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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](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.*

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

Filer FMCSA Account Number: MC-334192

KNOW ALL MEN BY THESE PRESENTS, that we, SUMMIT TRANSPORTATION, INC.  
(Name of Broker or Freight Forwarder)  
of 9773 HARRY HINES BLVD DALLAS TX 75220  
(Street) (City) (State) (Zip)  
as PRINCIPAL (hereinafter called Principal), and LEXON INSURANCE COMPANY  
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Kentucky (hereinafter called Surety), are held and firmly bound unto the United States of  
(State)

America in the sum of \$75,000 for a broker or freight forwarder, 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 or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, 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 ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, 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 Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1st day of October, 2013, 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 Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA 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 herein before 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 FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 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 1st day of October, 2013.

PRINCIPAL

SUMMIT TRANSPORTATION, INC.  
COMPANY NAME  
9773 HARRY HINES BLVD DALLAS  
STREET ADDRESS CITY  
TX 75220  
STATE ZIP CODE TELEPHONE NUMBER

*Bart Plaskoff*  
(type or print Principal officer's name and title)  
*Bart Plaskoff*  
(Principal officer's signature)  
  
(type or print witness's name)  
  
(witness's signature)

SURETY

Lexon Insurance Company  
COMPANY NAME  
19992 Shelbyville Rd, Suite 100 Louisville  
STREET ADDRESS CITY  
Kentucky 40223 502-253-6500  
STATE ZIP CODE TELEPHONE NUMBER

Carol L. Fritz  
(type or print Principal officer's name and title)  
*Carol L. Fritz*  
(Principal officer's signature)  
  
Jalene Brown  
(type or print witness's name)  
*Jalene Brown*  
(witness's signature)





**Active/Pending Insurance**

<b>US DOT:</b> 2223858		<b>Docket Number:</b> MC334192						
<b>Legal Name:</b> SUMMIT TRANSPORTATION, INC.								
Form	Type	Insurance Carrier	Policy/Surety	Posted Date	Coverage From	Coverage To	Effective Date	Cancellation Date
84	SURETY	LEXON INSURANCE COMPANY	1096706	10/01/2013	\$0	\$75,000*	10/01/2013	

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

[Carrier Details](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

August 17, 2015





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or via email at  
**plaskoff@aol.com.**