



I want to thank you for your interest in RWI. At RWI, we pride ourselves in a culture of service where we value, anticipate and exceed our customers' expectations. We also believe this type of service cannot be reached without developing strong partnerships with each of our service providers – the carrier.

Based in suburban Cincinnati, RWI Logistics is the non-asset based transportation management services division of RWI Transportation. We are also a member of the Castellini Group of Companies, one of the largest distributors of fresh fruits and vegetables in the United States.

As mentioned, RWI takes pride in ensuring strong partnerships with each of our service providers. We are dedicated to providing our customers and carriers alike responsive, equitable and unmatched service.

Enclosed you will find our carrier set-up packet along with our company information. Included in the packet are:

- Broker-Carrier Agreement Carrier Profile Sheet
- Carrier Profile Form
- Required Document Form
- Workman's Compensation Exclusion Declaration
- RWI Surety Bond
- RWI Authority
- RWI Credit Reference
- RWI W-9
- RWI Payment Options

After reviewing the attached documents, it is important that you return the following information by fax (859-441-6190) or by email (crrwi@rwitrans.com):

- Completed Carrier Profile Sheet (**Complete ALL sections**)
 - Broker-Carrier Agreement (**Initial all pages; sign page 4 of the agreement**)
 - Completed W-9 Form
 - Copy of your Motor Carrier / ICC Authority
 - Copy of HazMat permit (if HazMat hauler)
 - Certificate of Insurance for Automobile Liability naming RWI Transportation, LLC as an Additional Insured and Certificate Holder. (Combined single limit minimum of \$1,000,000)
 - Certificate of Insurance for General Liability Insurance naming RWI Transportation LLC as Additional Insured and Certificate Holder. (minimum of \$1,000,000 single occurrence)
 - Certificate of Insurance for Cargo Liability Insurance naming RWI Transportation LLC as Additional Loss Payee and Certificate Holder. (minimum of \$100,000 single occurrence) - *Note: Please have COI to reflect Reefer Breakdown on your policy if you operate reefer equipment.*
 - Certificate of Insurance for Workers' Compensation Insurance. (If you are NOT required by law to carry this insurance, you need to furnish a page with written proof of the exclusion with a company authorized signature and date - attached).
-

Failure to supply this information will cause delays in our ability to tender a load to your organization.

In addition, it is important that you ensure your drivers write the name of your organization on the Bill of Lading (BOL).

We look forward to working with you. Should you have any questions, feel free to give Sherry a call at 859-442-4721 or contact your RWI Logistics Service Representative.

Best Regards,

Daryl Harmon

Daryl Harmon
Director of Carrier Relations

BROKER CARRIER AGREEMENT

THIS AGREEMENT, made and entered into this day of _____20_____, by and between RWI Transportation LLC ("Broker"), with principal offices at 8 Plum Street in Wilder, KY and ("Carrier"), with principal offices at _____ in _____.

WITNESSETH

Whereas, Carrier is a contract and/or common carrier, authorized by the Federal Highway Administration, identification number MC:_____ sub _____, **(a copy of said authority being attached hereto)** to conduct operations and provide transportation service in interstate and foreign commerce through the transportation of General commodities (except household goods), between points in the United States; and

Whereas, Broker is a broker of general commodities (except household goods), duly authorized by the Federal Highway Administration, identification number MC-117786 sub #143, (a copy of said authority being attached hereto) to arrange for the transportation of property by motor carriers: and
Whereas, Broker requests to be of service to Carrier from time to time.

Now therefore, in consideration of the foregoing premises and promises contained herein, Carrier and Broker to as follows:

1. The terms of this Agreement shall apply to any shipment arranged for by Broker and tendered by it to Carrier for transport.

2. Carrier is and shall serve Broker as an independent contractor, not as an agent or employee, and Carrier shall make all arrangements it deems necessary and appropriate to provide sufficient personnel and motor vehicle equipment to provide transportation service inclusive of this Agreement. Broker is not and will not be responsible for any debts or obligations incurred by Carrier in the performance of its business. Nothing in this Agreement shall be construed as creating any partnership or joint venture between the parties. Neither party shall be liable for any obligation; by the other, except as specified in this Agreement.

3. This Agreement shall remain in effect for (1) one year from the date aforementioned and, if not canceled, shall renew itself for additional periods of one (1) year. Either party may terminate this Agreement upon thirty (30) days written notice of intention to terminate. Termination may be with or without cause. Termination of this Agreement shall not release either party from any liability to the other arising pursuant to this Agreement, whether or not such was ascertained at the time of termination.
4. Carrier warrants that it is a licensed carrier, authorized, insured and approved by the FMCSA to operate, and that all services provided pursuant to this contract will be rendered by it in equipment which it owns and/or operates. Carrier shall execute all bills of lading as the party in possession, custody and control of the shipment, and subcontracting or double brokerage of shipments is **strictly prohibited** in the absence of signed written agreement to the contrary.
5. Carrier shall comply with all laws, rules and regulations of any duly constituted governmental authority affecting the performance of the transportation services to be rendered pursuant to this Agreement. Carrier will be solely responsible for any acts, omissions, and/or violations by its employees or agents. Carrier will defend, indemnify and save harmless Broker and its customers from any claim, liability or cause of action arising out of its breach of this contract or the negligent acts or omissions of Carrier, its agents or employees. Carrier's indemnity obligation shall include reasonable attorney's fees and costs.
6. On all shipments tendered to Carrier pursuant to this Agreement, compensation shall be paid "by Broker to Carrier in the amount set forth on Broker's load confirmation, varying per load yet a part hereof, provided, however, that the parties hereto may at any time, agree in writing or orally to be subsequently confirmed in writing, to change such compensation for any specific shipment of shipments.
7. Carrier shall invoice Broker within 30 days of delivery. All invoices shall include the following: (1) if applicable, a written addendum to the broker load rate confirmation by carrier, and broker's acknowledgement of any change in compensation for a specific shipment or shipments and (2) carrier's freight bill with original or certified original bill of lading signed by the consignee at point of delivery. Broker will endeavor to pay carrier within 30 days of receipt and warrants that it will transmit payments received from its customers for service provided by carrier without delay. Upon receipt of payment from its customer, Broker shall be solely responsible for paying Carrier's freight charges. Broker shall be solely responsible for paying freight charges. Carrier waives all recourse to the consignor or broker's customer for collection of charges. Double brokering is prohibited and will void this negotiation & carrier will forfeit payment.

8. Carrier hereby represents that it is a motor common or contract carrier duly authorized by the Federal Motor Carrier Safety Administration (FMCSA) to perform the transportation as provided herein and that all transportation performed by it for and on behalf of Broker shall be as a contract carrier pursuant to the terms and conditions of this Agreement. Carrier further represents that while it may also hold authority from the FMCSA to operate as a common carrier, no transportation will be performed by it which is subject to any rate, tariff or service condition not expressly agreed to in writing and incorporated by reference into this Agreement.
9. Carrier agrees at all times to carry public liability, property damage and cargo liability insurance policies with reliable insurance companies or companies approved by Broker in amounts and with limits specified or approved by Broker. Broker will be named as an additional insured under Carrier's BI & PD and general liability insurance and as a loss payee under its cargo insurance. Carrier will, upon request, furnish Broker with certificates of insurance evidencing Broker's additional insured status. Carrier shall maintain the following **minimum** coverages:
 1. Auto Liability in the amount of \$1,000,000 per occurrence (Form BMC-91X on file)
 2. Commercial General Liability in the amount of \$1,000,000 per occurrence;
 3. Worker's Compensation Insurance in the amount required by state law;
 4. All Risk Motor Cargo Insurance in the amount of not less than \$100,000 per occurrence which Carrier warrants is co-extensive with its legal liability for cargo loss or damage and applies to all equipment owned or operated by it.
10. Carrier shall defend, indemnify and hold harmless Broker and its insurer against any and all claims, liabilities and all expenses including attorney's fees relating to or arising from the transportation services hereunder, provided however, that nothing in this section shall require Carrier to indemnify Broker against any claim or liability which results from any negligent or willful act or omission on the part of the Broker, its agents or employees.
11. Carrier shall accept cargo liability for loss, damage and delay in accordance with 49 C.F.R. §14706. All claims will be processed subject to 49 C.F.R. §370 and the terms and conditions of the Uniform Domestic Bill of Lading.
12. In the event of overcharge, over-collection, duplicate payment or a cargo claim for which Carrier's insurer denies coverage, Broker shall have the right to set off against freight charge payments, up to the amount in controversy until such claim is amicably resolved or otherwise adjudicated.

13. During the term of this contract and any extension thereof, and for a period of one year from the cancellation date, Carrier agrees that neither it nor its employees and agents will back solicit any shipper, nor will it transport any traffic which it first handled as a result of transportation provided pursuant to this contract. Upon any violation of this provision, Carrier shall pay to Broker as liquidated damages, 25% of the gross revenue derived from the handling of such shipments plus legal fees and costs incurred in enforcing this provision.
14. This Agreement may not be assigned by either party, but shall extend to and be binding upon the heirs, executors, successors or assignees of Broker and Carrier.
15. This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.
16. This Agreement shall be governed by and construed in accordance with general principles of federal transportation law and with the Laws of the State of Kentucky. The terms of the Uniform Straight Bill of Lading shall apply to the extent not inconsistent with this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes any and all prior Agreements and understanding, either oral or written. Amendments or modification to this Agreement shall be in writing and must be signed by a duly authorized representative of each party hereto. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Carrier: _____

Broker: RWI Transportation, LLC _____

By: _____

By: _____

(print name)

(print name)

Title: _____

Title: _____

Date

Date



CARRIER PROFILE

IF YOU HAVE QUESTIONS WHEN FILLING OUT THIS PROFILE, PLEASE CONTACT CARRIER RELATIONS AT 859-442-4721 OR 859-442-4742

COMPANY NAME: _____

D.B.A.(IF ANY) _____ SCAC: _____

PHYSICAL ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

DISPATCH CONTACT INFORMATION

NAME: _____ NAME: _____
(PRIMARY) (BACK-UP)

PH #: _____ PH #: _____

FAX #: _____ FAX #: _____

EMAIL: _____ EMAIL: _____

AFTER HOURS PHONE #: _____

OPERATING AUTHORITY

MC#: _____ DOT#: _____

- AUTHORITY TYPE: CONTRACT COMMON BROKER
 FORWARDER INTRASTATE PRIVATE
 AUTHORIZED FOR HIRE

BILLING INFORMATION

FEDERAL ID # OR SS#: _____

MAILING ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

DO YOU FACTOR YOUR INVOICES? YES NO

IF YES, FILL OUT BELOW:

FACTORING COMPANY NAME: _____
ADDRESS: _____
CITY: _____ ST: _____ ZIP: _____

- PAYMENT OPTIONS:** STANDARD 25 DAYS QUICK PAY – 7 DAY
 QUICK PAY –SAME DAY
SEE ATTACHED DOC FOR QUICK PAY INFO

EQUIPMENT TYPES

TYPE <small>(Provide number of units by category)</small>	48'	53'	OTHER SIZE (LIST)
DRY VANS			
REEFERS			
FLATBEDS			
CURTAIN VANS			
STRAIGHT TRUCKS			
OTHER (SPECIFY)			

CAN YOU SUPPORT A TRAILER POOL?
 YES NO

OTHER EQUIPMENT SPECS? (EX: SWING DOORS OR ROLL-UP; TEAM OR SOLO'S?)

MODE: TRUCKLOAD LTL AIR FREIGHT
 (CHECK THOSE THAT APPLY) FREIGHT FORWARDER INTERMODAL (TOFC, COFC OR BOTH: _____)

CERTIFICATES & SPECIAL PERMITS

SMARTWAY CERTIFIED YES NO

CTPAT CERTIFIED YES NO

FAST CERTIFIED YES NO

LIQUOR PERMIT YES NO

HAZARDOUS MATERIAL YES NO HAZMAT PERMIT #: _____

OTHER (PLEASE SPECIFY) YES NO PLEASE SPECIFY: _____

INTERMODAL YES NO TOFC, COFC OR BOTH: _____

EDI CAPABLE YES NO IF YES, WOULD YOU LIKE FOR RWI TO CONTACT YOU TO SET UP EDI?
 YES NO

WOULD YOU LIKE TO BE INCLUDED ON OUR DAILY LOAD LIST EMAIL? YES NO

IF YES, PLEASE PROVIDE EMAIL ADDRESS(ES):

PERSON COMPLETING FORM: _____ TITLE: _____

RWI Transportation Required Documents

- Completed W-9 Form
- Certificate of Insurance for Automobile Liability naming RWI Transportation LLC as **Additional Insured** (Combined single limit minimum of \$1,000,000); RWI Transportation LLC to be named as a Certificate Holder
- Certificate of Insurance for General Liability Insurance naming RWI Transportation LLC as **Additional Insured** (minimum of \$1,000,000 single occurrence); RWI Transportation LLC to be named as a Certificate Holder
- Certificate of Insurance for Workers' Compensation Insurance. (If you are NOT required by law to carry this insurance, you need to furnish a page with written proof of the exclusion with a company authorized signature and date)
- Certificate of Insurance for Cargo Liability Insurance naming RWI Transportation LLC as an **Additional Loss Payee**. (minimum of \$100,000 single occurrence); Reefer Breakdown clause required for Reefer equipment; RWI Transportation LLC to be named as a Certificate Holder.
- Completed Broker – Carrier Agreement; Initial all pages - sign page 4 of the agreement.
- Copy of your Motor Carrier / ICC Authority and HazMat Permit (if applicable)
- Completed Carrier Profile document

Note: RWI requires complete compliance to the above requirements prior to issuing payment. Failure to comply to all requirements may lead to delay of payment.

In addition, it is important that you ensure your drivers write the name of your organization on the Bill of Lading (BOL).

Signature: _____
Authorized Company Representative

Date: _____

Workman's Compensation Exclusion Declaration

To RWI Transportation LLC Carrier Compliance:

I certify that _____ is not required to have Workers' Compensation coverage.

Authorized Signature

Date

Print Name

Title

CNA SURETY

CONTINENTAL CASUALTY COMPANY

CONTINUATION CERTIFICATE

CONTINENTAL CASUALTY COMPANY

hereby continues in force Bond No. 007015666 briefly described

as BROKERS SURETY BOND - INTERSTATE COMMERCE ACT

MC 117786

for RWI TRANSPORTATION, LLC

_____, as Principal,

Interstate Commerce

_____, as Obligee,

in the sum of TEN THOUSAND AND NO/100 Dollars, for the term

beginning December 23, 2010, and ending December 23, 2011,

subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of _____

CONTINENTAL CASUALTY COMPANY

under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 09 day of December, 2010.

CONTINENTAL CASUALTY COMPANY

By Geraldyn Lewis

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



RWI TRANSPORTATION

PM-25
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION
CORRECTED
LICENSE

MC-117786 Sub 143*

RILEY WHITTLE, INC.
CINCINNATI, OH

SERVICE DATE

MAR 9 1989

This License is evidence of the carrier'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); the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also 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.

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the United States.

*This license cancels License No. MC-117786 Sub 142 issued January 14, 1987, and is reissued to correct the carrier's address.



RWI TRANSPORTATION

Confidential Credit Information

Corporate Name: RWI Transportation LLC

Physical Address: 8 Plum Street
Wilder, KY 41076

Mail Address: P.O. Box 721668
Newport, KY 41072

Phone: 859-572-0920

Fax: 859-441-6190

Subsidiary of: The Castellini Company
2 Plum Street
Wilder, KY 41076

Type of Corporation: Private Established: 12/17/1958

Federal ID#: 76-0720082 Duns#: 02-069-4543

Principal: Richard Bauer, Executive Vice President

Financial Officer: Steve Kaiser, Controller

Operations Manager: Mike Eglian, Director

Trade References: Riverbottom Farms Trucking
Jamestown, TN 615-477-4454
DBT Transportation
Fontana, CA 800-469-5169
J&D Trucking
Jamestown, TN 800-421-4139

Banking: Fifth Third Bank
Cincinnati, OH
William Carroll

This Confidential Credit Information is provided as an application for freight and other transportation charges. All information is believed to be true and accurate, but is not guaranteed by the provider.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name RWI Transportation LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 8 Plum Street	Requester's name and address (optional)
City, state, and ZIP code Wilders, KY 41076	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number								

or

Employer identification number								
7	1	6	0	7	2	1	0	1

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶ 8/13/03
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

RWI LOGISTICS LLC.

OFFERS

CARRIER QUICKPAY OPTIONS

“24-HRs after receipt or WITHIN 7 DAYS”

ALL REQUESTS RECEIVED BY 1600 EST
ARE SUBJECT TO:

24 – Hrs. QUICK PAY(COMCHEK ONLY)

3% ACCESS FEE FROM THE GROSS SETTLEMENT RATE
COMCHECK (24-HRS after receipt)

OR

7 – DAY QUICK PAY

2% ACCESS FEE FROM THE GROSS SETTLEMENT RATE
LIVE CHECK – MAILED (TUES & FRI.)

- Proper documentation is required to be eligible for quick pays.
- Weekend, holiday and after hour requests are subject to additional fees.
- No discount, 25 days after receipt of invoice. NO RESPONSE REQUIRED.
- Advances are also available to cover fuel and other operating costs up to 40% of the total settlement, with a maximum advance of \$2000. A \$30 fee is charged for this service.

*****DO NOT submit the QuickPay form until you have all the required documents*****

- To be Eligible, All of the above terms are subject to the required documentation being legible and duly completed with proper signatures. The required documentation is as followed:
- A signed Broker Confirmation – with EACH load.
- A completed QuickPay agreement form for each invoice submitted specifying either **24 - Hrs** or **7 - Day** QUICKPAY.
- Your invoice for the contracted amount.
- Non-exception delivery documents signed by the consignee and driver.
- Legible copies of original invoice clearly stating, “Quick Pay” on: Envelope, Invoice, BOLs; and signed proof of delivery.
- All pertinent signed “Clean” Bills of Lading without damages or shortages.

*****You may submit the QuickPay requests via the following methods: *****

Fax: 859-442-4769 ATTN: Karri & Annette

Email: Quickpay@rwi-trans.com

**Mail: RWI LOGISTICS LLC
P.O BOX 721668
NEWPORT, KY 41072-1668**

(QuickPay Completion Forms Are Included) – Please make copies

Should you have questions, please do not hesitate to call our office: 800-669-6765 (Payroll Dept.)

We are here to serve you.

QUICK PAY

ATTENTION: KARRI OR ANNETTE
FAX: 859 – 442 -4769

DATE: _____

CARRIER: _____

RWI LOAD # _____

24 Hrs. OR 7 DAY

CIRCLE ONE

*****PLEASE MAKE COPIES FOR FUTURE USE*****