



800-321-1354  
www.primeload.com  
2740 N Mayfair, Springfield, MO 65803

## NEW CARRIER REGISTRATION

### CARRIER REQUIREMENTS

Insurance must have Prime Inc listed as a certificate holder. We will require worker's compensation on the certificate or the waiver stating why your company is exempt from worker's compensation.

Billing can be done through Transflo \$Velocity or Transflo Mobile. You can download this free software at [www.transflovelocity.com](http://www.transflovelocity.com) using our Broker ID of PRMLV.

Use the [logisticspayables@primeinc.com](mailto:logisticspayables@primeinc.com) for document submissions and payment inquiries. When submitting documents, ensure that only the Prime load # is in the subject line, and all attachments are either PDF or TIF format. One invoice per email.

Submit paperwork within 7 days of delivery. Must be complete set of legible BOLs (all page) along with any unloading receipts. See rate sheet for "Quick Pay" information.

Sign up for direct deposit by visiting <http://www.paymode.com/prime> or calling 866-252-7366. You will need the following information when setting up direct deposit:

- Business Name
- Federal Tax ID Number
- Bank Routing Number
- Bank Account Number
- Email Address

### REGISTRATION STEPS

Please fill out the following forms and submit to our team to be set up as a new carrier.

- 1** Billing Information Form
- 2** Worker's Compensation Waiver
- 3** Contract Carrier Brokerage Agreement
- 4** 2020 W-9 (on newest W-9 form)



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## BILLING INFORMATION FORM

This document will be used to set up your company as a vendor for receiving payments from New Prime Inc. All fields must be completed.

Company Name	
MC #	
Payment Address	
City, State	
Zip Code	
Factoring Company Name	
Factoring Company Remittance Address	
City, State	
Zip Code	
Email	

\_\_\_\_\_  
Name of Person Completing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address



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## WORKER'S COMPENSATION WAIVER

Company Name	
Address	
City	
State	
Zip Code	
Phone #	
Fax	

In regards to Worker's Compensation Insurance coverage, we are not not required to carry it because of the following reason(s):

\_\_\_\_\_  
Name of Person Completing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

## CONTRACT CARRIER BROKERAGE AGREEMENT

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between NEW PRIME, INC. d.b.a. PRIME, INC. (hereinafter "BROKER") P.O. Box 10108, Springfield, MO 65808, and \_\_\_\_\_ (hereinafter "CARRIER"), whose address is \_\_\_\_\_.

In consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. CARRIER represents that it is an Authorized Contract Carrier, holding Permit No. MC \_\_\_\_\_, operating under such authority as it pertains to this agreement and that such authority is in full force and effect.
2. The term of this Agreement shall be from the date above until the date and time of expiration or cancellation of the policy of cargo insurance of CARRIER. The term(s) of this Agreement shall not affect the obligation of CARRIER to PRIME under Paragraph #5 of this Agreement, such obligations surviving termination of this Agreement.
3. During the term of this Agreement, BROKER agrees to offer for shipment to the CARRIER such amounts of freight as BROKER may have available for the routes and at the rates set forth in "Schedule 1" attached hereto. Points of shipments and rates may be added and amended from time to time.
4. CARRIER agrees to transport all shipments, within its transportation capacities, offered by BROKER under the terms of "Schedule 1" and its supplements.
5. CARRIER shall indemnify and hold BROKER harmless from and against any and all claims, losses, damages and expenses arising out of CARRIER'S operations hereunder. Paragraph 6 shall in no way act as a limitation of liability to the CARRIER.
6. CARRIER agrees to procure and keep in full force and effect during the term of this Agreement the following minimum limits of coverage: 1) Auto-Liability Insurance in the amount of \$1,000,000, 2) Cargo Insurance in the amount of \$100,000, 3) Workers' Compensation Insurance as required by CARRIER'S state law (If CARRIER's state has no required coverage or the CARRIER is exempt, a separate letter of explanation must be included as an addendum to this Agreement). CARRIER will hold BROKER and its customer(s) harmless and will indemnify BROKER and its customer(s) from any and all claims due to non-coverage, and 4) Commercial General Liability Insurance. CARRIER shall have each insurance company affording the above coverages/policies name BROKER "additional insured" under each such policy. CARRIER shall cause issuance of Certificates of Insurance, in all respects acceptable to BROKER, to be effective on the date of this Agreement. CARRIER to provide a certificate copy upon request. The amounts referenced in this paragraph are minimums only, and CARRIER should determine what coverage amounts are appropriate to adequately protect its interests. Furthermore, CARRIER shall, without exception, always provide immediate written notice to BROKER in the event of the cancellation of any insurance coverage held by CARRIER. CARRIER agrees to designate to its coverage provider that BROKER must be timely contacted by the coverage provider in the event of any policy cancellation.
7. Notwithstanding the fact that a bill of lading issued in connection with cargo hauled under the terms of this Agreement may name PRIME as "CARRIER", CARRIER agrees (hat it shall be deemed to be "Carrier of Record" on the bill of lading.
8. All claims may be deducted automatically from CARRIER's freight bill, with prior notification.
9. BROKER relies on the safety rating and insurance coverage of CARRIER. Therefore, CARRIER shall not assign (double broker) a load provided by BROKER to any other carrier. Any violation of this provision will be deemed a breach of this agreement and will result in the Agreement being voided. CARRIER agrees to indemnify and hold BROKER harmless for any charges, damages or costs associated with the unauthorized assignment, including but not limited to reasonable attorney fees.
10. CARRIER warrants herein that its equipment complies with all aspects of the California Air Resources Board ("CARB") Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulations and Airborne Toxic Control Measures for **both** Class 8 Tractor Equipment and for its Transportation Refrigeration Units as follows:
  - (a) CARRIER represents and warrants that all refrigerated Equipment, including but not limited to, 53 foot trailers and the constituent reefer units, are functioned in full compliance with all applicable laws, rules and regulations.
  - (b) CARRIER warrants that it is familiar with, and operates in full compliance with, Title 13 California Code of Regulations Sec. 2025 and takes all necessary and required measures to confirm that it operates only Class 8 tractor equipment that is outfitted with compliant engines, and all related components/emissions technologies, as required by the CARB Truck and Bus Regulations.
11. Carrier shall performs its obligations under this Agreement as an independent contractor, and not as an agent or employee of Broker, and the hiring, terms of employment and discharge of employees and/or agents performing transportation services pursuant to the provisions of this Agreement shall be the sole and exclusive control, and shall be the responsibility of Carrier; provided however, Carrier shall employ only competent, able and legally licensed personnel to operate transportation equipment.
12. CARRIER will not solicit freight from any firm that CARRIER hauled for as the result of the efforts of BROKER, or through whom contact was first made at the direction of BROKER, for a period of 1 year after termination of this Agreement. Should CARRIER breach this Agreement and obtain traffic from such firm, BROKER shall be entitled to a commission from CARRIER of 15% of the gross revenues from such traffic for a period of 24 months after such traffic first begins to move. Additionally, BROKER shall be entitled to reasonable attorney's fees and its costs incurred to enforce its rights under this Agreement, from CARRIER,
13. CARRIER agrees to return all legible copies of Bills of Lading to BROKER, upon delivery.

16. CARRIER must confirm with its drivers that the temperature and other critical bill of lading particulars are correctly inputted into the reefer settings. For those temperature sensitive meat, produce, or related cargo, Broker requires CARRIER to have in place procedures to address issues respecting continuous temperature control and cleanliness best practices. Before CARRIER's equipment is taken to a shipping dock for loading, CARRIER must communicate to its driver the core freight transit requirements involving temperature control and cleanliness procedure. Additionally:

(a) CARRIER must also instruct its drivers to undertake a trailer washout prior to arriving at the shipping site in the event that they visually, or by the detection of odor, are made aware that the trailer is not sanitarilly fit for the safe transit of food cargo. CARRIER must commit to those procedures that govern the safe, effective transport of such cargo in manners that prevents controllable events of load adulteration, temperature excursion, or other temperature deviation at the pre-cooling or post-loading stage that renders the trailer unfit for proper temperature-controlled shipment.

(b) CARRIER must at all times employ commercially customary and reasonable practices to ensure that temperature controlled food loads are shipped according to best practice protocol without preventable incident. CARRIER agrees to provide to Broker and/or the shipping customer evidence of its (1) temperature-controlled, (2) trailer cleanliness and (3) related FSMA compliance procedures.

CARRIER acknowledges that it is in compliance with 21 C.F.R. pt. § § 1.908, 1.910, § § 1.912, and with all applicable FMSA regulations. Carrier agrees to secure confirmation from Shipper that the trailer, and any loaded cargo contents, were loaded in a fully sanitary manner that entirely comports with FSMA law and all related regulations.

(c) If CARRIER has any doubt that the trailer to be loaded is not sanitary, or is otherwise non-compliant with FSMA regulations or other sanitary carriage practices, Carrier agrees to not utilize the trailer and to contact Broker with any identified concerns. Carrier represents, warrants, acknowledges and agrees that all equipment operated or otherwise functioned by it complies with all applicable laws, rules, and regulations governing any and all aspects of these equipment compliancy standards within the state, jurisdiction, and/or locality where Carrier operates.

17. Carrier certifies that it is fully, completely, and continuously in compliance with 49 CFR Part 395. 49 CFR Part 395 legislates the mandatory use of Electronic Logging Devices ("ELD's"). All Class 8 tractor equipment involved in interstate transportation is required to be ELD compliant. The Carrier's outfitted ELD technology must be supplied from a provider identified on the FMCSA's ELD registry. If at any time, and for any reason, Carrier's equipment is no longer outfitted with satisfactory ELD technology, Carrier will immediately notify Broker of this fact and indicate in writing the steps that the Carrier will undertake to remain in full compliance with 49 CFR Part 395. Broker reserves the right to suspend its partnered relationship with Carrier, including withholding any available transit opportunity within Broker's freight network, until Carrier demonstrates its full compliance with the ELD requirements identified herein

Should any portion of this Agreement be deemed unenforceable or invalid, all other provisions of the Agreement shall remain valid, binding and enforceable. The Agreement shall be governed and construed under laws of the State of Missouri, and all disputes arising hereunder shall be heard by a Court of competent jurisdiction in Greene County, Missouri.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written herein.

BROKER: PRIME, INC.

CARRIER:

Name:

Name:

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## 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.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exemption from FATCA reporting code (if any) _____
	<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.	(Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
					-			-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

### 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 ▶	Date ▶
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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.*