



We welcome you as a new partner to the Admiral Merchants agency family. We owe our continued success to this unique relationship among the company, our professional agents and its independent contractors. Our **Vision Statement** says it all:

"We are transportation professionals delivering excellent service to our business partners and their customers. Admiral Merchants . . . a place of opportunity."

In carrying out this pledge there are some basic responsibilities that you as an agent and members of your staff are expected to comply. Among them are. . .

- You will always communicate honestly and accurately with your driver partners.
- It will be your sole responsibility to check the credit standing of your customers prior to dispatching any loads. We accept the responsibility to collect any monies due but only if you first receive credit approval and stay within those limits. Otherwise, you could be charged back for any uncollectible funds so please leave that risk to us and not you.
- All loads brokered to another carrier must be approved in advance by our Brokerage Department personnel. No double brokerage is ever permitted.
- All rate confirmations from your customers must be reviewed to determine that the rate is what was agreed to between you and your contractor partner. All service commitments must also be shared with the driver to assure that they can be satisfied. Drivers are entitled to copies if requested.
- You will be expected to dispatch all loads utilizing Admiral Merchants' website. This must also be done in a timely manner so our drivers are not delayed in receiving either their advances or final settlement.
- Contact with your sales person should you have any questions not adequately covered in your Agency Handbook or if you need further assistance.

And most of all please take great care to be honest, truthful and above board in dealing with your fellow agents, drivers and corporate personnel as we fully expect them to extend the same degree of professionalism to you.

Please provide us with this additional information so we can get you started:

Desired commission payment method: T Card (recommended)_____ or Mailed check_____

Name of emergency contact_____ Phone_____

First names to be shown on Agency List_____

Name printed_____

Signature_____ Date_____

*Admiral Merchants Motor Freight, Inc.
215 South 11th Street
Minneapolis, MN 55403*

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 (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. 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 3. 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 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**ADMIRAL-MERCHANTSMOTOR FREIGHT, INC.
SALES AGENCY AGREEMENT**

This Agreement is made this _____ day of _____, 20___, between *Admiral-Merchants Motor Freight, Inc.*, hereinafter referred to as “Carrier”, authorized as a common and contract carrier and a transportation broker and hereinafter referred to as “Agent”.

I. LIMITED AGENCY AGREEMENT

It is agreed that Carrier appoints Agent for the limited purpose of soliciting business and recruiting contractors for Carrier.

Agent is not authorized to obligate Carrier in any way except as provided herein. Nothing herein contained shall be construed to name or authorize Agent as an identity upon whom service of process or summons may be made on behalf of Carrier. Agent does, however, agree to notify Carrier if any attempt is made to serve such documents on Agent or its personnel.

II. STATUS OF PARTIES

It is understood between the parties that this Agreement is mutually non-exclusive. Agent shall be an independent contractor and shall generate and maintain its own organization as a separate entity from Carrier.

III. TERM OF AGREEMENT

This Agreement shall commence on the date signed by both parties and will remain in effect until either party gives written notice of termination to the other party.

IV. COMPLIANCE WITH LAWS AND PROCEDURES

Both parties shall comply with all applicable laws, regulations, procedures and instructions regarding this relationship and the business of the Carrier. This Agreement shall be governed by and according to the laws of the State of Minnesota. Agent hereby

irrevocably submits to the jurisdiction of any Minnesota state or federal court over any action or proceeding arising out of or relating to this Agreement. Carrier and Agent hereby irrevocably agree that all claims under this Agreement and all legal proceedings between Agent and Carrier shall be heard and determined in a Minnesota state or federal court.

V. COMPENSATION AND PAYMENTS

Carrier will pay the Agent a commission of eight percent (8%) of the net line haul revenue on business originated through the results of the Agent. Net line haul is defined as gross transportation charges less any third party processing fees, if applicable (i.e.: Power Track or charges for other third party credit card or payment suppliers). Such commissions will be paid weekly for all shipments billed during the previous week. Carrier will provide an accounting of all shipments originated through the efforts of the Agent. Should the agent desire to give more than the normal percentage to the hauling contractor, such additional percentage will be deducted from the agent's sales commission. No payouts will be made prior to calculating the normal percentages of revenue due to the Agent, Carrier or contractor for services such as, but not limited to, third party commissions or accessorial services without prior written approval of the Carrier.

VI. SOLICITATION, RATES, CHARGES AND CREDIT

Agent shall exert all reasonable effort in securing commitments or bookings from customers for whom Carrier will provide services but no such bookings will be binding upon Carrier until it is accepted by the Carrier. Agent will abide by all policies and procedures of the Carrier.

Both parties shall conduct their usual sales promotional campaigns in a professional manner and in such a way that each may benefit. Each party may use the other's name in its sales efforts. The Carrier will provide Agent promotional sales material such as brochures, literature and promotional items. The Carrier's representatives will aid and assist Agent in any reasonable way to facilitate these sales efforts. The Carrier must approve any advertising created by the Agent such as, but not limited to, printed material or Internet websites, other than that which refers to this Agent/Carrier relationship. Notwithstanding the above, Agent's authority is specifically limited as set forth in paragraph I above.

It will be the Agent's responsibility to receive credit approval from the Carrier for any potential customer or shipper prior to shipment being loaded. If Agent fails to properly secure credit approval or exceeds the credit limit granted by the company, the Carrier will have the right to deduct from the Agent any sales commissions paid on any account that remains unpaid after thirty (30) days. If any such account remains unpaid after a period of ninety (90) days or if Carrier deems the account uncollectible at any time, the entire freight bill will be immediately charged to the Agent and Agent authorizes Carrier to deduct such losses from any future commissions due Agent. The extension of credit shall

be the sole responsibility of the Carrier and the Agent will assist in whatever way possible to collect any overdue charges.

Agent shall be responsible to Carrier for any billing or quotation errors caused by the Agent. Agent shall promptly reimburse Carrier for any losses to Carrier resulting from billing errors or any other act or omission of Agent causing loss to Carrier and authorizes Carrier to deduct such losses from any future commissions due Agent. In the event Carrier is required to engage an attorney to enforce any provisions of this Agreement or collect any sums owed by Agent to Carrier, Agent agrees to pay to Carrier all costs and expenses incurred by Carrier including reasonable attorneys' fees.

VII. EXPENSES AND PERSONNEL

Agent shall provide all office equipment, supplies, and facilities required to function hereunder. Carrier will provide certain marketing tools and timely support as agreed to between the parties. Agent is not authorized to hire employees or to enter into any contractual agreements on behalf of the Carrier.

VIII. CREDIT AUTHORIZATION

In conjunction with this application, Agent hereby authorizes Carrier to run a Credit Bureau Report on himself/herself and his/her company.

IX. INDEMNIFICATION, ASSIGNMENT AND WAIVER

Agent shall, during and after the term of this Agreement, indemnify, defend and hold Carrier harmless from and against each and every criminal, civil, or administrative claim, fine, penalty, suit, loss, damage or liability including attorney's fees and costs arising from any act or omission by Agent or its representatives or employees.

Neither party may assign this Agreement without prior written consent of the other party.

Failure of either party to exercise rights or to require performance hereunder shall not be construed as a waiver of those rights.

X. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Carrier and the Agent and supersedes any prior written agreements or covenants between the two parties.

In Witness whereof, this Agreement is executed by the parties authorized representatives and is entered into and effective as of the latter date below.

Agent: _____

Carrier: Admiral Merchants Motor Freight, Inc.

By: _____

By:

Dated: _____

Date:

Address: _____

215 South 11th Street

Minneapolis, MN 55403

PERSONAL GUARANTEE

We, _____ and _____, residing at _____ and _____ (hereinafter Guarantors), do hereby personally guarantee the repayment of any outstanding amounts incurred by Agent during the duration of the Sales Agency Agreement.

In the event that Agent fails to make any payment to CARRIER, or fails to perform in any manner with regard to said Agreement between the two entities, the Guarantors do hereby promise to make all payments to CARRIER in the same manner as if they were the principals of said Agreement.

IN WITNESS WHEREOF, this personal guaranty is entered into this day of _____ (month & day), _____ (year).

Signature

Date

Signature

Date