



**Family Owned and Operated Since 2003**

**MC#530917C & 627611B**

**10041 HWY 65, PO BOX 497 Chillicothe, MO**

**Office**

**PH: 660-646-9630 Fax: 660-646-4443**

### **Van Dispatch**

Bryan Brotherton: Ex 111	Cell: 660-707-5555	Email: Bryan@BrothertonTrucking.com
Ryan Thrasher: Ex117	Cell: 816-213-6972	Email: Ryan@BrothertonTrucking.com
Jeff Lamp: Ex 113	Cell: 660-591-2183	Email: Jeff@Brothertontrucking.com

### **Hopper Dispatch**

Dirk Robinson: EX 112	Cell: 660-973-1385	Email:Dirk@Brothertontrucking.com
JR Roberts: Ex 118	Cell: 660-654-3238	Email: <a href="mailto:JR@Brothertontrucking.com">JR@Brothertontrucking.com</a>

### **Warrensburg, MO office.**

#### **Hopper Dispatch**

John Williams O: 660-422-8111 Cell: 660-233-3850 Email:John@BrothertonTrucking.com

### **Mitchell, SD Office**

#### **Hopper Dispatch**

Jeff Shaffer O: 605-999-3476 Email: JeffS@BrothertonTrucking.com

### **Safety & Compliance**

Transol USA, Company Rep: Terry Blake 816-866-3002

#### **Account Receivable**

Rheea Spainhour Ex115

[Rheea@BrothertonTrucking.com](mailto:Rheea@BrothertonTrucking.com)

#### **Accounts Payable & POD's**

Jennifer Hossenflo ex 120

[Jennifer@BrothertonTrucking.com](mailto:Jennifer@BrothertonTrucking.com)

#### **Insurance Company**

PJC Insurance PO

BOX 9750

Springfield, MO 65801

Office: 417-833-3800



&

Brotherton Farms Transportation LLC  
10041 HWY 65 N, PO BOX 497 Chillicothe, MO 64601  
Phone: 660-646-9630 Fax: 660-646-4443  
Www. BrothertonTrucking.com

### ACH Authorization Form

I (we) hereby authorize Brotherton Farms Transportation LLC, to initiate credit entries for payment and debit entries if necessary for deposits made in error to the ( ) checking or ( ) savings account that I (we) have provided.

**Bank Name:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip code:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

This authority is to remain in full force and in effect until Brotherton Farms Transportation, LLC has received written notification from me of its termination in such time and in such manner as to afford Brotherton Farms Transportation, LLC a reasonable opportunity to act on it.

In such even that my account information changes at any time, I will immediately notify Brotherton Farms Transportation, LLC of such change by sending in new documents of the account information, thus giving Brotherton Farms Transportation, LLC reasonable time to make such change. In the event that Brotherton Farms Transportation, LLC is not notified and a payment is sent a fee will be assessed to resend such said payment.

**Company Name:** \_\_\_\_\_ **MC#:** \_\_\_\_\_

**Federal ID#:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

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

**Email address for remittance:** \_\_\_\_\_

**A COPY OF A CHECK OR LEGAL DOCUMENTED PROOF OF THE ACCOUNT MUST BE  
SUBMITTED WITH THIS FORM FOR COMPLETE PROCESSING OF THE PAYMENT**

Please return this completed form with a voided check or legal proof of account and a completed current W9 via fax to 660-646-4443 or email to Jennifer@BrothertonTrucking.com



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## Carrier Packet

Please send back the following documents:

\_\_\_ Copy of ICC Authority

\_\_\_ W-9

\_\_\_ Cargo & Liability insurance with Brotherton Farms Transportation LLC listed as a certificate holder

\_\_\_ All pages of the contract initialed & signed

\_\_\_ This page with your equipment info listed below. **This will help us better serve your freight needs.**

\_\_\_ Trade references , please list atleast 3 references. Do not use CH Robinson, Coyote Logistics or TQL.

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

Carrier MC#: \_\_\_\_\_

Dispatch contacts: \_\_\_\_\_

Dispatch phone#: \_\_\_\_\_

After hours phone#: \_\_\_\_\_

Equipment types: Please select all that your company has on your fleet

\_\_\_ Van do you have additional equipment \_\_\_ Blankets \_\_\_ Etrack \_\_\_ Straps

\_\_\_ Hopper \_\_\_ Reefer \_\_\_ Flatbed \_\_\_ Double Drop

Carrier name to Pay: \_\_\_\_\_

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

Federal ID: \_\_\_\_\_ Is your company Incorporated: Yes / No

Dispatch Email: \_\_\_\_\_



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
May 02, 2008

**LICENSE**

**MC-027011-B**

**BRYAN BROTHERTON**

**D/B/A BROTHERTON FARMS TRANSPORTATION  
CHILLICOTHE, MO**

This License is evidence of 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). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Kathy Weiner, Chief  
Information Systems Division

BPO

## Carrier Reference's

Brotherton Farms Transportation LLC

10041 HWY 65 N

Po BOX 497

Chillicothe, MO 64601

MC 627611

660-646-9630

Mahnken Trucking

Corder, MO 64021

MC#709389

Contact: Luke Mahnken

(660)-238-6534

H&M Trucking Inc

Omaha, NE 68107

MC#198

Contact: Hopper Dispatch

(402)-431-9410

Mclaughlin Freight Lines

Mediapolis, IA 52637

MC#506313

Contact: Dan or Cody

(319)-394-9263

Lafayette County Logistics

Higginsville, MO 64037

MC#272900

Contact: Don

(660)-584-8883

Midwest Dedicated Services

Smithville, MO 64089

MC#439940

Contact: Jennifer Damm

(816)-390-5927

Autumn Transport Inc

Woodbury, MN 55125

MC#177464

Contact: Dispatch

(800)-328-1405

**BROTHERTON FARMS TRANSPORTATION, L.L.C.**  
**BROKER/CARRIER AGREEMENT**

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed motor carrier pursuant to Docket No. MC-\_\_\_\_\_ (hereinafter referred to as "Carrier") and Brotherton Farms Transportation, L.L.C., a Missouri Limited Liability Company (hereinafter referred to as "Broker"), a licensed freight broker pursuant to Docket No. MC-627611.

1. Broker is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.
2. Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference.
3. The relationship of Carrier to Broker is that of an "independent contractor". By this Agreement the parties do not contemplate or intend to provide for a division of profits between or among Carrier, Broker and/or any Shipper, or to clothe Broker and/or any Shipper with joint control over Carrier's performance of services rendered pursuant to this Agreement, or to otherwise create any *de facto* or *de jure* joint venture, joint enterprise or partnership between or among Carrier, Broker and/or any Shipper. Under no circumstances shall employees or agents of Carrier be deemed to be employees or agents of Broker or any Shipper, nor shall Broker nor any Shipper be liable or responsible for any wages, fees, payroll taxes, assessments or other expenses related to the employees or agents of Carrier.



4. Obligations of Carrier:

A. Carrier shall not subcontract any Services to any third parties without giving prior notice to Broker and receiving the advance written consent of Broker. No such subcontracted services shall affect in any way the obligations of Carrier to Broker pursuant to the terms and conditions of this Agreement. All costs of rendering services pursuant to this Agreement (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be the sole and exclusive responsibility of Carrier. This prohibition against subcontracting shall not apply to any person leased to Carrier pursuant to the provisions of 49 C.F.R. Part 376.

B. Carrier shall issue a bill of lading for property it receives for transportation under this Agreement and shall be liable to the person entitled to recover under that bill of lading; that liability shall be for the full and entire loss or damage cause by Carrier to the property covered by said bill of lading. Failure to issue a bill of lading shall not be the same as a carrier's liability under federal law, 49 U.S.C. §11707.

C. Carrier shall maintain the following insurance coverages at Carrier's expense:

I. cargo insurance in an amount at least equal to the value of any load carried by Carrier, but in no event less than Twenty-Five Thousand Dollars and No Cents (\$25,000.00) For Bulk Commodities and One Hundred Thousand Dollars and No Cents(\$100,000.00) for All other dry goods.;

II. public liability insurance in the amount of not less than those required by applicable laws, state or federal; and

III. workers compensation insurance as required by state law.

Carrier shall provide to Broker Certificates of Insurance for said coverages, or insurance policies providing thirty (30) days advance<sup>2</sup>

written notice of cancellation, which shall state the amount and terms of coverage.

D. Carrier's liability shall commence when cargo begins to be loaded at point of origin and terminate when it has been completely unloaded at point of destination.

E. Carrier shall hold Broker harmless and defend Broker against any and all loss or damage claims on each and every shipment transported by Carrier pursuant to this Agreement, from any and all liability, costs and/or damages arising out of Carrier's operations hereunder, including but not limited to road, fuel and other taxes, fees or permits related to the shipments transported by Carrier as arranged by Broker.

F. Signed confirmation of load acceptance must be returned by Carrier to Broker within twelve (12) hours of being tendered to Carrier, including rates to be charged and paid for each load.

5. Obligations of Broker:

A. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's load confirmation sheet or other signed writing upon receipt of payment from Shipper.

Carrier must submit proof of delivery with invoices to Broker as agent for the Shipper, within ten (10) days of delivery. Broker shall make payment to Carrier within thirty (30) days of receipt of the original bill of lading from point of origin and proof of delivery from point of destination, legibly signed, dated and approved before delivery.

B. Broker shall not ask or encourage Carrier to violate and federal, state or local law or regulation applicable to the services performed by Carrier pursuant hereto. Carrier shall confirm to Broker through driver



logs and available hours, its ability to deliver the tendered load on time.

C.Broker shall maintain at its expense a surety bond/trust fund in the amount of Ten Thousand Dollars (\$75,000) and file evidence of the same with the Federal Motor Carrier Safety Administration (FMCSA).

6. **Governing Law:** Except as prohibited by federal law, all disputes regarding this Agreement shall be resolved according to the law of the State of Missouri.

7. **Jurisdiction:** In the event either party shall elect to institute any litigation against the other party arising out of this agreement or the relationship between the parties, the Parties agree that the sole venue for said litigation shall be the Circuit Court of Livingston County, Missouri.

8. **Confidentiality and Non-Compete Agreement:** Neither party shall, except to the extent allowed by law, disclose to any third parties (other than freight bill providers, prospective capital providers and outside professionals who agree in writing to similar terms of confidentiality) any of the terms of this Agreement, or any confidential or proprietary information either party shall learn about the other in the course of performing this Agreement, including but not limited to, software, business methods, customer lists, or the rates, valuation, origin, destination, consignee identity for any shipment transported pursuant hereto. During the term hereof Carrier shall not, directly or indirectly, solicit or accept other freight hauling business from any direct customers of Broker with whom Carrier has not previously done business. For a period of one (1) year after the end of the term hereof, Carrier shall not solicit or accept freight hauling business from any Shipper for whom Carrier has hauled freight as arranged by Broker pursuant to this Agreement. The parties agree that damages for violation of this provision being difficult, if not impossible to calculate, that Broker shall be entitled to injunctive relief to enforce the terms of this provision.

9. Attorneys Fees: In the event of litigation to enforce or interpret the terms hereof, the prevailing party shall be entitled to an award of attorneys fees and costs as determined by the Court.

10. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. General principles of federal transportation law apply.

11. This Agreement shall be for an indeterminate period of time; either party may terminate this Agreement upon thirty (30) days written notice delivered by registered mail, or delivered in person.

CARRIER: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
MC# \_\_\_\_\_  
Federal ID# \_\_\_\_\_

BROKER: Brotherton Farms Transportation, L.L.C.,  
By: Boyer - Brotherton  
Its: Broker Agent  
Address: 10041 N HWY 65 Chillicothe, MO 64601  
Telephone: 660-646-9630  
Fax: 660-646-4443  
MC# 627611

