
Domestic Partner Requirements

Dear valued vendor,

In light of our partnership and as part of our corporate policy, we would like to collect the documents listed below. Thank you for your assistance. We look forward to conducting business with you.

- Vendor Application** – This form ensures that our contact information is current.
 - Certificate of Insurance with the coverage listed below** – This requirement ensures that Rock-It Cargo’s business partners can cover their own legal liability should any issues arise; it is not necessarily a request for insurance coverage on any specific shipments.
 - General liability with at least \$1,000,000 in coverage
 - Auto liability with at least \$1,000,000 in coverage (if applicable)
 - Workers’ Compensation coverage in accordance with state requirements
 - If your company is exempt under statutory requirements, the attached Waiver of Liability and Indemnity Agreement in Lieu of Workers’ Compensation Insurance Coverage should be completed instead, and proof of current occupational accident insurance coverage should be provided.
 - Motor truck cargo, marine cargo, freight forwarders’ liability, or cargo legal liability coverage with at least \$100,000 in coverage
 - Errors and Omissions coverage (if applicable)
 - Additional insured with respect to general liability and auto liability listed as
Dietl (dba Rock-It Cargo USA LLC)
5438 W 104th St.
Los Angeles, CA 90045
 - C-TPAT SVI Number** (if applicable)
-

The requirements listed below are only applicable to TSA authorized representatives.

- Completed Agreement by Authorized Representative** (page 18)
- Current TSA Training List** showing each driver’s STA ID number (or TSA-acceptable equivalent), exam date, and exam score



Vendor Application

Contact Details

Vendor Name: _____

Street Address: _____

Street Address 2: _____

City: _____ State: _____ ZIP: _____ Country: _____

Tel: _____ Fax: _____ Vendor Website: _____

Company Details

Company Type: Corporation Partnership Sole Proprietorship Limited Liability Co

Type of Business: _____ Number of years in business: _____ State of Origin: _____

Name of Predecessor Businesses: _____

Federal Tax ID# _____ MC/MX Number: _____ USDOT Number: _____

Person to Contact Regarding Invoices: _____ Email: _____

24-Hour Contact: _____ Email: _____

Parent Company: _____

Company Contacts

Name: _____ Title: _____ Tel: _____

Name: _____ Title: _____ Tel: _____

Principal Information

For proprietorship or partnership, list all owners and/or partners.

For corporation or limited liability company, list all officers directors, members and majority stockholders.

Name:	Telephone Number	Position
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? Yes No
- Has any judgment ever been entered against any of the companies or individuals listed above? Yes No
- Are there legal actions or arbitrations pending against any of the companies or individuals listed above? Yes No

Operational Issues

- Do you operate a 24/7 service? Yes No
- Do you agree to notify DIS by phone and email within 60 minutes of any change in schedule for an active shipment? Yes No

- Do you have an in-house quality assurance/quality control program? Yes No

- If you are a trucking company:

- Do your drivers carry mobile phones? Yes No

- Are your trucks locked and monitored by GPS? Yes No

Insurance Coverage Information

Please provide proof of the following coverages:

- General liability with at least \$1,000,000 in coverage
- Auto liability with at least \$1,000,000 in coverage
- Additional insured with respect to general liability and auto liability coverage listed as:
- Workers' compensation per state requirements*
- Cargo insurance with at least \$100,000 in coverage

Dietl International (dba Rock-It Cargo USA LLC) | 5438 W 104th St. | Los Angeles, CA 90045

**If exempt from applicable workers' compensation requirements, please complete a Waiver of Liability and Indemnity Agreement in Lieu of Workers' Compensation Insurance Coverage and provide proof of occupational accident insurance coverage*

C-TPAT (Customs-Trade Partnership Against Terrorism)

C-TPAT Certified? Yes No

Other security program? Yes No

SVI Number (if applicable) _____

Foreign Supply Chain Security Program Number (if applicable) _____

The undersigned agrees that all services rendered for Dietl International (DIS) must be initiated by a DIS purchase order and that only invoices reflecting this purchase order will be paid. Otherwise, serious delay in payment to the undersigned may result. In addition, the undersigned acknowledges that he/she has reviewed the above information and that it is correct and accurate to the best of his/her knowledge.

Signature: _____

Officer name: _____

Date: _____

CARRIER SERVICES AGREEMENT

This Agreement is signed and made effective this ____ day of _____, 20____,

by and between _____

with a principal place of business at _____

operating under the authority of MC Number _____ ("CARRIER") and Rock-It Cargo USA LLC, operating under the authority of MC number 425365 ("BROKER.").

CARRIER represents that it is a common carrier having the appropriate, required authority from any and all governmental agencies, and desires to retain the services of BROKER to obtain goods and merchandise for transporting as are offered by BROKER.

BROKER desires to avail itself of CARRIER's transportation services.

NOW, THEREFORE, in consideration of the premises and mutual covenants herewith contained, IT IS HEREBY AGREED as follows:

1. BROKER will tender one or more shipments to CARRIER. CARRIER agrees to make equipment available on an "exclusive use" basis or to meet the "distinct needs" of the 'BROKER's freight.
2. CARRIER reserves the right to refuse to transport any shipments for any reason it deems reasonable before consignment. After consignment, however, CARRIER agrees to deliver each shipment pursuant to its ICC obligations and as required and requested by BROKER.
3. The rate and other charges to apply to each shipment transported under this Agreement shall be set forth in the Rock-It Cargo LOAD SHEET, attached hereto as EXHIBIT A and issued by the BROKER. Unless objected to within twenty-four (24) hours of its receipt, CARRIER shall be conclusively presumed to have agreed that the terms and conditions set forth on such are fully and correctly stated.
4. On or before signing this Agreement, CARRIER agrees to have its insurance carrier provide to BROKER the CARRIER's Certificate of Insurance, evidencing insurance coverage for commercial general liability in the minimum amount of \$1,000,000 per occurrence, cargo legal liability coverage providing for replacement value in the minimum amount of \$100,000 per shipment¹, and workers compensation coverage as required by applicable law. CARRIER agrees to name BROKER as an additional insured on its commercial general liability and cargo legal liability policies which shall be reflected on the CARRIER's certificate of insurance. CARRIER also agrees to provide 30-days' written notice to BROKER prior to the cancellation of any of said insurance policies.
5. CARRIER shall be liable to Owner of cargo, Consignee, and BROKER for any loss or damage to the property or cargo while in the possession of or under the control of CARRIER. CARRIER further agrees to indemnify and hold harmless BROKER from and against any and all injury, including death and / or claims, costs, expenses, reasonable attorney's fees, including the defense of any lawsuits, which arise from the negligence or willful misconduct of the CARRIER herein under this Agreement. The parties also agree that neither party shall be liable to the other party for indirect, special, consequential, or punitive damages.

¹ This Agreement only covers shipments with replacement value of less than \$100,000.00. In the event a shipment's replacement value is \$100,000.00 or greater, please see Rock-It Cargo agent for revised

6. In compliance with Homeland Security directives to the freight industry, CARRIER will assure that at all times the vehicle will be locked and / or the driver(s) will visually attend to the loading and unloading.
7. CARRIER agrees to maintain amongst its permanent records this CARRIER SERVICES AGREEMENT with the Rock-It Cargo LOAD SHEET for a period of three years.
8. BROKER agrees to pay CARRIER for services rendered within 30 days of BROKER's receipt of CARRIER's invoice and signed BILL OF LADING or PROOF OF DELIVERY.
9. CARRIER shall not solicit traffic or business from any Shipper, Consignee, or Customer of BROKER during the term of this Agreement and for a period of one (1) year thereafter. If CARRIER "back solicits" BROKER's customers and obtains traffic or business, BROKER is entitled to commission from CARRIER in the amount of 15% of all transportation revenue received on such traffic, shipments, or business.
10. This Agreement shall continue in full force and effect for a period of one (1) year which term shall thereafter be deemed automatically renewed for successive year periods, subject to, however, the right of parties hereto to cancel or terminate the Agreement upon 30 days' prior written notice to the other party. Any shipments in progress at the time of termination shall be completed according to the terms of this Agreement.
11. The parties agree that should either party resort to legal action to enforce the terms of the Agreement, the prevailing party in such legal action shall, in addition to all other relief recover its actual attorney's fees and court costs.
12. In the event that legal action to enforce this Agreement shall become necessary, the parties agree that the laws of the State of California shall govern it and the jurisdiction over the parties and subject matter of the dispute shall be in Los Angeles County, California.
13. The parties hereto agree that facsimile signatures may be affixed to this Agreement and that once so affixed, shall be deemed to be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement, by and through their duly authorized representatives, as of the date set forth above.

CARRIER: _____

SIGNATURE

PRINT NAME: _____

TITLE: _____

ROCK-IT CARGO USA LLC

PRINT NAME: _____

TITLE: _____

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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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), 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 on page 3.

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.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
IN LIEU OF WORKERS' COMPENSATION INSURANCE COVERAGE

_____, ("Vendor") with a principal place of business at _____,

hereby agrees with and enters into this Waiver of Liability and Indemnity Agreement, waiving any and all liability of Rock-It Cargo USA LLC, and any of its subsidiaries, divisions, affiliated entities, parent companies, owner-entities, managers, officers, directors, equity holders, employees, agents, successors, assigns, and representatives, and waiving any and all liability of Rock-It's customers, (collectively "Rock-It Cargo"), for any and all bodily injury claims by any of Vendor's employees, contractors, or subcontractors in the event that said individuals are injured while performing services on behalf of Rock-It Cargo and its customers, and agreeing to defend, indemnify, hold harmless Rock-It Cargo and its customers as follows:

1. Notwithstanding Rock-It Cargo's requirement that Vendor provide proof of workers' compensation coverage, Vendor does not carry workers' compensation insurance because as a sole owner-operator with no employees or subcontractors, it is not required to carry workers' compensation insurance; in this instance, Rock-It Cargo requires that Vendor provide a certificate of occupational accident coverage and sign this Waiver.
2. In order to provide services to Rock-It Cargo and its customers, Vendor hereby waives any and all liability of Rock-It Cargo and any of its subsidiaries, divisions, affiliated entities, parent companies, owner-entities, managers, officers, directors, equity holders, employees, agents, successors, assigns, and representatives, and waives any and all liability of Rock-It Cargo's customers, for any and all bodily injury claims, whether known or unknown, by any of Vendor's employees, contractors, or sub-contractors in the event that said individuals are injured while performing services on behalf of Rock-It Cargo and its customers.
3. Furthermore, Vendor hereby agrees to defend, indemnify, and hold harmless Rock-It Cargo and any of its subsidiaries, divisions, affiliated entities, parent companies, owner-entities, managers, officers, directors, equity holders, employees, agents, successors, assigns, and representatives, and Rock-It Cargo's customers for any and all judgments, attorney's fees, court costs, fees, and expenses incurred in defending against bodily injury claims by any of Vendor's employees, contractors, or sub-contractors in the event that said individuals are injured while performing services on behalf of Rock-It Cargo and its customers.
4. Furthermore, Vendor agrees that Rock-It Cargo's customers are expressly intended to be third party beneficiaries of this Waiver of Liability and Indemnity Agreement and each such customer shall be entitled to enforce these terms directly against Vendor.

Signed this the _____ day of _____, 20_____.

Signature

Title

Company Name

Eff. 10/23/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EXAMPLE	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
Listed below are the minimum insurance requirements for Rock-It Cargo USA LLC and its divisions	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 5442-1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SAMPLE			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000		
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SAMPLE			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		BODILY INJURY (Per accident) \$		
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/>	SAMPLE			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/>		AGGREGATE \$		
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>				\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SAMPLE			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		E.L. EACH ACCIDENT \$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		E.L. DISEASE - POLICY LIMIT \$ 1,000,000		
B	Motor Truck Cargo			SAMPLE			\$250,000
	E&O				\$1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Commercial General Liability, Automobile Liability and Umbrella/Excess policies indicated on this certificate have been endorsed to name Rock-It, et al as additional insureds on a primary and non-contributory basis. All liability policies and the Workers Compensation and Employers Liability policy shall include a waiver of subrogation in favor of Rock-It, et al. It is agreed that should any of the above policies be cancelled, non-renewed, or amended, the issuing company will mail 30 days written notice to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Dietl International (dba Rock-It Cargo USA LLC) 5438 W 104th St. Los Angeles, CA 90045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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