



NEW CARRIER PACKET

Keeter Enterprises, LLC
Severing the Transportation Industry Since 1959

CONTACT INFO

303-415-1869 Office
303-443.9277
1-800-225-3721 Toll Free
MC# 461369
FEIN# 30-0173538
keeter@keeter.biz
www.keetertrucking.com

Follow us on [Twitter](#): @KeeterEnt
Like us on [Facebook](#): Facebook/KeeterEnterprises

MAILING ADDRESS

Keeter Enterprises, LLC
PO Box 19097
Boulder, CO 80308

THANK YOU

Instructions

1. Please complete and return pages 2 & 3
2. Send an Insurance Certificate for Cargo, Liability and Workman's Comp
3. Send your Carrier Authority and W9

Please return via Fax to 303-443-9277 or by email keeter@keeter.biz

CARRIER TRANSPORTATION AGREEMENT

This agreement is made and executed at Boulder, Colorado, this _____ day of _____ 20__ by and between Keeter Enterprises, LLC ("Provider") P.O. Box 19097, Boulder, Colorado 80308 and _____ ("Carrier") of _____.

RECITALS

WHEREAS, Carrier is a carrier pursuant to permit(s), where applicable in Docket # MC _____ and provider desires to utilize the contract carrier services of Carrier designed to meet providers distinct needs and

NOW WHEREAS, the Parties hereto mutually covenant and agree to follows:

1. This agreement contemplates a series of shipments, without commitment as to number.
2. **Terms**: This agreement shall continue in affect for a period of one (1) year and thereafter on a month-to-month basis, subject to cancellation by either party at any time upon fourteen (14) days written notice.
3. **Carrier's Responsibilities**: Carrier shall meet the distinct needs of Provider through transportation of the Providers traffic at the rate levels and the destination(s) set forth in confirmations and rate and terms agreements ("Load Confirmation and Rate Agreement"), which by this reference are incorporated in this agreement. Carrier herein appoints provider as its agent for receipt of all transportation charges incurred in the movement of shipment handled by Carrier.
4. **Equipment and Costs**: Carrier agrees to furnish suitable equipment at its own expense for transporting Provider's Commodities. Carrier shall assume and pay all costs and expenses incident to the transportation of commodities and goods tendered under this contract.
5. **Back Solicitation**: Carrier agrees that it shall not, during the term hereof, and for a period of one (1) year from the date of the termination of this agreement, do any of the following (i) directly or indirectly, solicit or otherwise contact any person or customer of Provider with whom carrier has substantial contact for the purpose of transporting shipments directly for or on the behalf of such person or customer, or engaging in any operation complete with that of Provider, and (ii) directly or indirectly employ, hire or otherwise engage the service of or associate in any business with any person who is or has been employed by Provider during the term hereof, unless such participant or other person shall have ceased to be employed by for at least one (1) year.
6. **No Double Brokering**
7. **Freight Claims/Indemnification**: The provisions of 49 CFR 1005 are by this reference incorporated herein. Carrier shall indemnify and save, defend and hold harmless Provider and its subsidiaries and their respective officers, directors and employees from and against all liabilities, obligations, losses, damages, penalties, claim, actions, suits, costs, charges and expenses, including without limitations, fees and expenses of legal counsel and expert witness, which are the result of or rising out of any or all of the work or services performed under this contract by carrier or its contractors.
8. **Insurance**: Carrier will procure and maintain in force continually throughout the term of this contract, the following types of insurance (i) comprehensive general liability, in no event less than \$1,000,000 and (ii) all risk, non-scheduled vehicle, cargo insurance with per unit minimum liability limit of one hundred thousand dollars (\$100,000). Carrier shall name provider as additional name insured on all policies of insurance.
9. **Status of Carrier**: In the performance of the transportation services, Carrier shall be an independent for hire Contract carrier and shall not be or act as an agent or employee of Provider.
10. **Applicable Law**: The terms of this contract shall be governed by the laws of the State of Colorado.
11. **Entire Agreement**: This Agreement, together with the Confirmation of Rate and Terms of Carriage Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have entered this Transportation Agreement by their duly authorized representatives on this date above first written.

GUARANTY: The undersigned as an inducement to Provider to enter into this contract with Carrier, hereby guarantees performance and payment of all terms and conditions of this Agreement on behalf of Carrier.

**PROVIDER: KEETER ENTERPRISES LLC
FOR KEETER ENTERPRISES, LLC**

CARRIER: _____

Sign: _____

BY: Paul Keeter

BY: _____

TITLE: Paul Keeter / Manage

TITLE: _____

CARRIER PROFILE & ALTERNATIVE FROM W-9

GENERAL INFORMATION

Legal Name _____ Motor Carrier# _____

dba Name _____ Taxpayer ID# _____

Address _____ Individual or Sole Proprietor

Address _____ Corporation Partnership Exempt From Backup Withholding

City _____ State _____ Postal Code _____

Phone _____ Toll-Free _____ Fax _____

Email _____ Website http://www. _____

REMITTANCE INFORMATION (IF DIFFERENT FROM ABOVE)

Payee _____

Address _____

Address _____

City _____ State _____ Postal Code _____

Phone _____ Fax _____ Email _____

EQUIPMENT

Number of Tractors	Trailer Types	Deck Dimensions	Number of Each	Comments

DRIVERS

How many teams do you have? _____

How do you communicate with your drivers? Satellite Radio Cellular Pager Check Call

INSURANCE

Agency Name: _____ Phone Name: _____

CERTIFICATION

I certify that:

- The number entered as Taxpayer ID# above is my correct taxpayer identification number, or I am waiting for a number to be issued to me; and
- I am not subject to backup withholdings 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 withholdings.

Signed: _____ Date: _____



**Specializing in Transportation throughout the Continental United States
Serving the trucking industry since 1959
Licensed and Bonded**

Keeter Enterprises, LLC

REFERENCES

Tri State Commodities
Po Box 1441
Greeley, Colorado
Harvey Shupe
800-525-3604 Phone
970-352-1633 Fax

High Plains Sunflower Co
5151 York St.
Denver, Colorado 80216
303-425-4432 Phone
303-425-3018 Fax

Tuf Transport Services, Inc
148 West Industrial Drive A2
Washington, Utah 84780
435-628-3819 Phone
970-352-1633 Fax

Equality State Transport, Inc
320 Comanche Drive
Cheyenne, Wyoming 82009
Clyde Green
307-630-4545 Phone
307-778-8418 Fax

McLerran Trucking LLC
12889 East 118th Court
Henderson, Colorado 80640
Scott McLerran
303-886-2387 Phone
303-286-8871 Fax

BANK

Vectra Bank Colorado, Inc
2696 Broadway
Boulder, Colorado 80304
720-947-8407 Phone



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
June 20, 2003

LICENSE
MC-461369-B
KEETER ENTERPRISES LLC
BOULDER, CO

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.

A handwritten signature in black ink that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

HCC SURETY GROUP



Date: 6-1-10

Attn: _____

Fax: _____

Principal: Keeter Enterprises, LLC MC# 461369

Bond No. : 1000861027 Effective Date: 6/3/2010

In reply to your inquiry regarding the referenced bond, our records indicate this bond is valid. When the ICC Property Broker (BMC-84) bonds are filed with the Federal Highway Administration (FHA), they are filed electronically and no paper copy of the bond exists. The filing of the bond is an electronic record on file with the FHA.

To confirm whether a bond was filed and when it is effective, please refer to the FHA's website:

<http://li-public.fmcsa.dot.gov>

(Click continue once on this site and select Carrier Search. Enter the company's MC number and press search to pull up all bond and insurance information)

Thank you,

Commercial Bond Department
HCC SURETY GROUP on behalf of
American Contractors Indemnity Company

601 S. Figueroa St., Ste. #1600: Los Angeles, CA 90017
Ph. (800) 486-6695 Fax: (310) 649-0416

HCC SURETY GROUP:
AMERICAN CONTRACTORS INDEMNITY COMPANY - SUBSIDIARY OF HCC INSURANCE HOLDINGS, INC.