R & K Trucking Brokerage LLC Contact: Rick

PO Box 340 **Phone:** (715) 255-8999

Loyal, WI 54446-0340 Fax: (715) 255-8994

**MC** 601643 **Emergency**: (715) 937-1869

USDOT 2239061 Email: rmews@yahoo.com

### **References:**

Little Brothers Transport, LLC

**MC** 1348473

**DOT** 3774052

(715) 316-3803

Little Shavers Transport

**MC** 1384529

**DOT** 3823748

(715) 512-1443

Silver Creek Trucking

**DOT** 3068325

(715) 613-6000

### **Banking:**

Partners Bank 907 N Central Ave Marshfield, WI 54449 (715) 384-4005



U.S. Department of Transportation Federal Motor Carrier Safety Administration 400 7th Street SW Washington, DC 20590

SERVICE DATE May 04, 2007

#### LICENSE

MC-601643-B

R & K INVESTMENT GROUP LLC

D/B/A R & K TRUCKING

MESQUITE, NV

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.

Angeli Sebastian, Chief Information Systems Division

1/1-



## R & K Trucking Brokerage LLC

R & K Trucking Brokerage LLC PO Box 340 Loyal, WI 54446-0340

Phone: (715) 255-8999

Fax: (715) 255-8994

Email: accounting@rkillc.com

To Whom It May Concern;

Please send me an Insurance of Certificate showing R & K Trucking Brokerage

LLC as the holder. Thank you.

Respectfully;

Ricky Mews

Owner

### W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	4 NI											mornia	ation.								
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.      R&K Trucking Brokerage LLC																				
	2 Business name/disregarded entity name, if different from above																				
e. ns on page 3.	In	3 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.  Individual/sole proprietor or Corporation S Corporation Partnership Trust/estate single-member LLC											i	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)							
type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   S										'	Exempt payee code (ii any)									
Print or type. Specific Instructions on	Note: 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 not 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.												Exemption from FATCA reporting code (if any)								
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See	208 N.	Main Stre	et PO Box	340																	
	6 City,	state, and ZIF	ode code																		
		WI 54446																			
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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 <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.

#### **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-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.



RHUSNICK



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2022

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 have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

ti	SUBROGATION IS WAIVED, subjeting certificate does not confer rights to	o the	cert	terms and conditions of ificate holder in lieu of su	uch end	dorsement(s)	policies may	require an en	dorsemen	it. A s	tatement on		
	DUCER Insurance Center				CONTACT NAME:								
	. Box 48				PHONE (A/C, No, Ext): (715) 623-2317 FAX (A/C, No): (715) 627-7938								
Ant	igo, WI 54409-0048				E-MAIL ADDRESS: CertificatesANT@ticinsurance.com								
					INSURER(S) AFFORDING COVERAGE						NAIC#		
					INSURER A : Great West Casualty						11371		
INSU	IRED				INSURER B:								
	R&K Trucking Brokerage LI	-C			INSURER C:								
	PO Box 340 Loyal, WI 54446-0340				INSURER D:								
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDE	NT	\$			
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA	EMPLOYEE	\$			
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701 Poydras St., Suite 420 New Orleans, LA 70139

(504) 681-6917 (504) 581-1876 – FAX aautin@internationalsureties.com

February 4, 2022

R & K INVESTMENT GROUP LLC DBA R & K TRUCKING 208 N MAIN ST LOYAL, WI 54446

RE: FMCSA BOND #612404765

To Whom It May Concern,

The purpose of this letter is to provide you with the details for the <u>current and active</u> \$75,000.00 BMC-84 FMCSA Surety Bond for R & K INVESTMENT GROUP LLC DBA R & K TRUCKING:

**Bond Summary:** 

PRINCIPAL NAME: R & K INVESTMENT GROUP LLC

DBA R & K TRUCKING

208 N MAIN ST LOYAL, WI 54446

BOND NUMBER: 612404765 MOTOR CARRIER #: MC-601643

BOND DESCRIPTION: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION BMC-84

BOND AMOUNT: \$75,000.00

EFFECTIVE DATE: DECEMBER 03, 2019

CURRENT PERIOD: DECEMBER 03, 2021 – DECEMBER 03, 2022 SURETY: UNITED STATES FIRE INSURANCE COMPANY

> 305 MADISON AVE. MORRISTOWN, NJ 07962

FMCSA Bonds are now filed electronically: the bond can be verified by visiting: <a href="http://li-public.fmcsa.dot.gov/LIVIEW/pkg">http://li-public.fmcsa.dot.gov/LIVIEW/pkg</a> carrquery.prc\_carrlist.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Andre Autin
Andre Autin

# R & K Trucking Brokerage LLC

PO Box 340 Loyal, WI 54446 (715) 255-8999 Fax (715) 255-8994

Attention Accountant/Controller:

In order to comply with the Internal Revenue Service (IRS) regulations, we are required to obtain your Social Security Number (SSN) or the Federal Tax Identification Number (TIN) to satisfy Form 1099 reporting requirements. Failure to provide this information may subject all payments to you to the 31% backup withholding as required by the IRS.

name:				Pnone #:									
Busine	ess Name:				8	00 #:							
Addres	ss:				F	ax #:							
City/St	ate/Zip:												
Please	Check the fo	ollowing that a	ipplies:										
1	We are a co	prporation and	a 1099 is n	Emp	Employer ID #:								
2	We are not	a corporation.			Emp	loyer ID #:							
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	at: Y/N				ge: Y/N								
<u>Lanes</u> :	(Please circl	e those that a	ipply)										
From:	Northwest	Southwest	Midwest	Northeast	Southeast	South	Canada	Mexico					
То:	Northwest	Southwest	Midwest	Northeast	Southeast	South	Canada	Mexico					

Please mail or fax the completed form to the address/fax listed above. Thank you.

### **Transportation Contract**

This contract is made	,, 20, by and between R & K
Trucking Brokerage LLC, a properly licensed broker	("R&K"), and
a properly authorized for-hire carrier located at	
("Carrier").	

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. <u>Scope of the Agreement</u>. R & K agrees to tender and Carrier agrees to transport any shipments tendered hereunder in accordance with R & K's shipping instructions and in full compliance with all rules and regulations governing for-hire motor carriage. Carrier further agrees that it will not broker or otherwise tender any load tendered by R & K to another carrier. In the event Carrier breaches this prohibition Carrier shall forfeit all compensation due Carrier under paragraph 2.
- 2. <u>Compensation</u>. The actual compensation to be paid to Carrier shall be determined on the load-by-load basis as mutually agreed upon by R & K and Carrier, and confirmed by R & K on a Rate Confirmation, which shall be signed and returned by Carrier and incorporated herein. Unless objected to by Carrier upon receipt of the Rate Confirmation, Carrier shall be conclusively presumed to have agreed that the terms and conditions set forth on such Rate Confirmation are fully and correctly stated.
- 3. <u>Payment</u>. R & K shall pay Carrier within thirty (30) days of R & K's receipt of Carrier's freight bill, the signed delivery receipt, without exception or notation, the original signed bill of lading and other documents required by R & K or its customer.
- 4. <u>Relationship of the Parties</u>. In the performance of transportation services hereunder, Carrier shall be an independent contractor and not an agent or employee of R & K. Carrier further acknowledges and agrees that R & K is an independent contractor as to its customer, and is not the agent of any customer. Accordingly, Carrier agrees that it shall look only to R & K for payment of its freight charges or forfeit the freight charges on any shipment incorrectly billed.
- 5. <u>Cargo Liability</u>. Carrier agrees to abide by the rules and regulation concerning the disposition and settlement of claims for loss and damage set for at 49 C.F.R. Part 370. The parties acknowledge and agree that Carrier's liability shall be that of a common carrier as set forth in 49 U.S.C. Section 14706 and may not be limited by any provision purporting to limit Carrier's liability, including without limitation, any bill of lading or common carrier tariff schedule, service guide or similar document issued by or on behalf of Carrier. In the event of a conflict between the terms, conditions, and provisions of any such bill of lading, tariff, schedule, service guide, or similar document, on the one hand, and on the other, this Contract, the terms, conditions and provisions of this Contract shall govern.
- 6. <u>Insurance</u>. Carrier, at its sole expense, shall maintain all insurance coverage required by state law, including workers' compensation coverage, commercial general liability and automobile liability insurance within minimum limits of \$1,000,000 per occurrence for personal injury and property damage, and cargo insurance in an amount not less than \$100,000. Carrier shall furnish R & K with a Certificate of Named Insured showing R & K as an additional insured and shall require its insurance carrier to give R & K written notice thirty (30) days prior to the cancellation of said insurance.

- 7. <u>Indemnification</u>. Carrier agrees to indemnify, defend and hold R & K, and its customers, harmless from and against any and all fines, penalties, costs, demands, damages, and expenses, including reasonable attorney's fees, of whatever type or nature arising out of or related to Carrier's or its employee's subcontractor's or agent's performance under or breach of this Contract. Moreover, Carrier, at no time, shall bring a cause of action against R & K for any loss, damage, expense, action and/or claim for injury to persons and/or damage to property arising out of or in connection with Carrier's performance under this Contract. The Provisions of this Indemnification shall survive termination of this Agreement.
- 8. Account Protection. Carrier understand and agrees that R & K has put forth substantial effort and investment to develop its accounts and to secure the goodwill of tis customers. As part consideration of this Contract, neither Carrier, nor a related or unrelated person or entity acting on carrier's behalf, shall, for the term of this Contract and for a period of one (1) year after the effective date of the termination hereof, directly or indirectly attempt to solicit, serve, divert or bypass, or perform any services for compensation for attempt to solicit, serve, divert or bypass, or perform any services for compensation for any shipper or receiver who is now or during the term of this Contract becomes a customer of R & K. Unless Carrier is given prior written authorization, Carrier agrees to pay R & K a commission of ten (10%) percent of all revenues billed to any account of R & K in violation of the foregoing, and such commission shall be due and payable within thirty (30) days of the billing date.
- 9. <u>Waiver</u>. All rights and remedies provided by the Interstate Commerce Commission Termination Act, which have not been specifically waived herein and which are not inconsistent or in conflict with the rights and remedies provided herein shall continue to apply to transportation provided by Carrier for R & K pursuant to this Contract.
- 10. <u>Effective Date</u>. This Contract shall become effective on the date first shown above and continue until terminated by either party upon ten (10) days written notice.
- 11. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Wisconsin and all disputes will be subject to the exclusive jurisdiction of the courts of the State of Wisconsin.
- 12. <u>Entire Agreement</u>. This Contract, together with the Rate Confirmations issued after the execution of this Contract, constitutes the entire agreement of the parties. No agent or employee of R & K shall have authority to orally waive any of the provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

R & K TRUCKING BROKERAGE LLC:	CARRIER:
By My Mrs	By
Its Owner	Its

### **WORKERS COMPENSATION**

### **HOLD HARMLESS LETTER**

agrees to hold harmless and indemnify R & K Trucking Brokerage LLC and any of its affiliates against any award by a worker's compensation court, similar administrative body, or court of law.
Signature of Owner/officer
Location/Address
Date

### UNIFORM FOOD SAFETY TRANSPORTATION PROTOCOL

### Motor Carrier Duties and Obligations

The purpose of the Uniform Food Safety Transportation Protocol ("UFSTP," or "Protocol") is to establish a uniform standard governing the acceptance by motor carriers of delegable compliance duties governing the sanitary transportation of human and animal foods. These duties are set forth in the Sanitary Transportation of Food Rule ("STF Rule") adopted by the U.S. Food & Drug Administration ("FDA") under the Food Safety Modernization Act ("FSMA" or "Act"). A list of subscribing carriers will be maintained and published by TransComply (as Administrator of this Protocol) for ready reference by shippers, brokers, and warehousemen.

### Standard Motor Carrier Protocol for Compliance with Food Safety Modernization Act

This Protocol is intended to confirm in writing that signatories are familiar with and will abide by federal regulations governing the sanitary transportation of human and animal food as set forth in FSMA and the STF Rule. In signing this Protocol as a carrier, the signatory warrants that it (1) is properly licensed, authorized and insured by the FMCSA to transport shipments; (2) operates sanitary equipment suitable for the transportation of perishable commodities and foodstuffs; and (3) is knowledgeable of and compliant with applicable federal and state health and safety laws and regulations (including the STF Rule) governing the transportation of such commodities.

The purpose of this Protocol is to prevent practices during transportation that create food safety risk such as failure to properly refrigerate food, inadequate cleaning of vehicles between loads and the failure to protect food.

This Protocol addresses (1) vehicle and transportation equipment design and maintenance; (2) transportation operations and training requirements.

With respect to signatories to this Protocol, the terms and conditions set forth herein shall apply to the extent incorporated in a signed written agreement and not otherwise modified or superseded therein. Shippers, carriers, and brokers are free to incorporate this Protocol by reference into contracts of carriage with subscribing carriers.

The terms "carriers, loaders and shippers" shall have the same meanings as defined in the Act and the STF Rule. In this Protocol, for purposes of the Act, a freight broker or other intermediary who arranges for the transportation of food shall be considered a shipper.

### General Requirements for All Entities

All signatories agree to accept the general requirements of FSMA and relevant regulations by (1) protecting food from contamination during transportation by raw foods and non-food items on the same load; (2) taking measures to protect food transportation in bulk or food not completely enclosed by a container from contamination or cross-contamination during transportation operations; and (3) ensuring proper temperature control to prevent food from becoming adulterated.

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In delegating the specific requirements of the Protocol by contract to signatories it is the intent that shippers and brokers shall be able to rely on the representations and warranties of subscribing carriers that the delegable duties and recordkeeping requirements shall be discharged.

Prior to loading, loaders will determine whether the vehicle or equipment is in an appropriate sanitary condition, meeting shipper specifications set forth herein, and shall determine whether the refrigerated trailer, container or compartment has been adequately prepared and, where applicable, precooled.

Signatories acknowledge that the applicable FDA regulations permit supply-chain participants to enter into agreements to assign their respective responsibilities and acknowledge that by participating in this Protocol, signatories are entering a written agreement incorporating their responsibilities set forth herein.

### Delegable Duties Accepted by Carriers

For so long as this Protocol is in effect, carrier signatories accept and warrant compliance with the following duties under the specified provisions of the STF Rule at Title 21, Code of Federal Regulations:

- 1. The design and maintenance of vehicles that carriers tender for transportation will be sufficient to ensure that food does not become unsafe or adulterated, and all trailer equipment has been adequately cleaned for its intended use. See 1.906(a), (b), (c).
- 2. Carriers will ensure proper storage of vehicles and transportation equipment when not in use. See 1.906(d).
- 3. Carriers will have competent supervisory personnel; will conduct transportation operations in a safe manner and in accordance with the parameters specified by the shipper; and will see that food safety procedures remain in place. See 1.908(a).
- 4. Carriers will comply with sanitary specifications, temperature parameters and procedures for vehicle sanitation that have been provided to carrier by shipper in writing. See 1.908(b).
- 5. With respect to shippers of bulk foods and refrigerated foodstuffs, carriers will comply with and meet shipper-provided written procedures for sanitary transportation. See 1.908(b).
- 6. Carriers will ensure that vehicles and equipment meet shipper-provided specifications. See 1.908(e).
- 7. Carriers will provide the operating temperature specified by the shipper and be prepared to demonstrate compliance with such specifications. See 1.908(e).
- 8. Carriers will pre-cool mechanically refrigerated storage compartments to the extent required by shipper's written specifications at time of booking. See 1.908(e).

- 9. If requested by the shipper, carriers will identify previous cargo transported in a bulk vehicle and provide information about the most recent cleaning of a bulk vehicle. See 1.908(e).
- 10. Carriers will develop and implement written cleaning, sanitizing and inspection procedures. See 1.908(e).
- 11. Carriers will develop and implement written procedures describing compliance with temperature control requirements and with other requirements for bulk vehicles under the STF Rule. See 1.908(e).

### Maintenance of Training Records and Required Documents

In addition to written procedures addressing the above issues, carriers further warrant:

- 1. Carriers will establish and maintain training records. See 1.910.
- 2. Carriers will retain records, including training records, written procedures, and agreements for 12 months after the termination of their participation in this Protocol and/or in any other written agreement or procedures relating to compliance with the STF Rule. See 1.912(b), (c), (d).
- 3. Carriers operating under the ownership or control of a single legal entity will retain records of written procedures for 12 months after the last date on which any of them terminates its participation in this Protocol and/or in any other written agreement or procedures relating to compliance with the STF Rule. See 1.912(e).
- 4. Carriers will make all such records available to shippers upon request. See 1.912(f).
- 5. Records will be maintained by carriers as originals, true copies, or electronic files. See 1.912(g).

### Application of this Protocol and Related Matters

Signatories agree to provide and maintain such current information pertaining to their Federal Motor Carrier Safety Administration (FMCSA) authority to operate and their insurance as the Administrator of the Protocol shall require. The Administrator of the Protocol may terminate a signatory's participation and remove it from the list of participating carriers in the event of a carrier's failure to maintain its current membership in the Protocol or a carrier's failure to provide and maintain current information on authority and insurance.

Signatories agree to abide by the Uniform Food Safety Transportation Protocol in its entirety in which it can be referred to in the Code of Federal Regulations Title 21 Parts 1 and 11, Docket No. FDA-2013-N-0013, RIN 0910-AG98.

Dated this	day of	, 20_	·			
Must be sign	ed by an owner,	partner, office	r, or corpor	ate directo	or of the moto	r carriei
Legal Carrier	Name					
Signature						
Printed Name	;					
Title						
Phone Number	er					
R & K Truc	king Brokerage Ll	LC				
Legal Broker	Name Nay jin	a-				
Signature						
Ricky Mew	rs					
Printed Name						
Owner						
Title						
715-255-8	999					

Phone Number