



PO Box 1300
4440 East New Market Hurlock Road
Hurlock, MD 21641

Broker/Carrier Profile

Date: _____ DOT # _____

MC# _____

Broker/Carrier Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact #1: _____ Contact #2: _____

Phone: _____ Fax: _____ E-mail: _____

Cell: _____ Cell: _____

____ W-9 Form

____ Worker's Comp Insurance Certificate or signed waiver.

____ Cargo Insurance Certificate (\$50,000.00)

____ Auto Liability Insurance Certificate (\$1,000,000.00) Warwick Additional Insured

____ General Liability Insurance Certificate (\$1,000,000.00) Warwick Additional
Insured

____ Warwick Enterprises, Inc. Additional Insured

____ Broker's Contract

____ Non-Owned Trailer

____ ICC Certification

____ Trailer Clean Out Certificate Signed

____ DOT Number

____ DOT Safety Rating

____ Direct Deposit/ACH

Fax Certificates to: 410-943-1654

Email : jana@warwickent.com

Phone : 410-943-8702

Mail: Warwick Enterprises, Inc.

PO Box 1300

Hurlock, MD 21643

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: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ 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.

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

Social security number										
				-				-		
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 ▶
------------------	----------------------------	--------

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Dated: _____



CONTRACT CARRIER TRANSPORTATION AGREEMENT

This Contract Carrier Transportation Agreement (the "Agreement") is entered this _____ by and between Warwick Enterprises, Inc. (the "Broker"), a corporation organized and existing under the laws of the State of Maryland, and a Registered Property Broker, License No. MC-269920, having a fax number of 410-943-1654, and an electronic mail address of jana@warwickent.com.

And

_____ (the "Carrier"), a Registered Motor Carrier, Permit/Certificate No./MC-_____ DOT _____ having a fax number of _____, and electronic mail address of _____.

Recitals

WHEREAS, Carrier is legally engaged in the business of transporting property by motor vehicle as a contract carrier in interstate, intrastate and foreign commerce and desires to furnish motor carrier contract transportation services to Broker: and

WHEREAS, Broker is legally engaged in the business of arranging or offering to arrange the transportation of property by an authorized motor carrier and desires to utilize Carrier's services as set forth herein for such purposes:

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties agree as follows:

1. Definitions. When used herein, the following terms shall have the meanings noted below:
 - a. "Agreement" – shall mean this Contract Carrier Transportation Agreement.
 - b. "Broker" – Shall mean Warwick Enterprises, Inc., a corporation organized and existing under the laws of the State of Maryland.
 - c. "Carrier" – shall mean the Carrier named above and party to the terms hereof.
 - d. "USDOT" – shall mean the United States Department of Transportation.
 - e. "FMCSA" – shall mean the Federal Motor Carrier Safety Administration.
 - f. "Operating Authority" – or "Docket Numbers" – shall mean the Motor Carrier Number, MC Number, Freight Forwarder Number, or FF Number provided by the FMCSA for interstate for-hire operating authority.
 - g. "Property" – shall mean the goods being transported by Carrier at the direction of Broker.

Initial: _____ / _____

- h. "Registered" – shall mean validly operating under authority issued by the FMCSA and USDOT.
2. Term. The term of this Agreement shall commence on the date first above written and subject to any right to terminate this Agreement, shall remain in full force and effect for (1) year from the above date (the "Term"). This Agreement shall automatically renew, and the Term shall be automatically extended for successive one (1) year periods of time; provided, however, that either party may terminate the Agreement at any time during the Term or extensions thereof upon prior written notice to the other party, pursuant to the notice provisions below, not less than thirty (30) consecutive days before the date of such planned termination. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of the Agreement.
3. Rates. Rates to be paid on a percentage of the gross.
4. Carrier Obligations. Carrier shall have, and agrees to adhere to, the following obligations under the Agreement:
- a. Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required by Broker and/or its customers as directed by Broker.
 - b. Carrier shall not supply any equipment that has been used to transport hazardous materials or wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R 261.1 et seq. or not.
 - c. Carrier agrees that all shipments provided to Carrier by Broker will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
 - d. Carrier shall issue a bill of lading in compliance with 49 U.S.C. 80101 et seq, 49 C.F.R. 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until deliver of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or to sign a bill of lading acknowledging receipt of the cargo by Carrier, shall not affect the liability of Carrier hereunder or otherwise.
5. Assignment of Carrier Rights. In connection with any services provided by Carrier under this Agreement, Carrier shall be deemed to have automatically assigned unto Broker all of Carrier's rights to collect freight charges from any third-party shippers or any other responsible third-party upon receipt of payment in full from Broker for the services provided in direct connection with the shipment giving rise to such freight charges. No further documentation shall be required to evidence the assignment of such rights from Carrier to Broker; however, upon request, Carrier shall execute any additional documentation as may be required or reasonably requested to document the aforesaid assignment.

- d. Carrier does not have an "Unsatisfactory" safety rating issued by the FMCSA or DOT, and Carrier will immediately notify Broker, in writing, if its safety rating is changed to "Unsatisfactory" or "Conditional" or other similar status.
 - e. Carrier shall immediately notify Broker, in writing, of any actual or threatened suspension, cancellation, termination, withdrawal, modification, failure or refusal of renewal, or transfer of any of all of Carrier's operating Authority and required licensing, the occurrence of which shall give Broker the right to terminate this Agreement immediately upon giving Carrier written notice of such termination.
 - f. Carrier shall immediately notify Broker, in writing, of any actual or threatened suspension, cancellation, termination, withdrawal, modification, failure or refusal of renewal of any insurance required to be carried by Carrier hereunder.
 - g. Carrier shall immediately notify Broker, in writing, of any material change in control or ownership of Carrier. For purposes here, the term "material" shall mean any changes in control of the Carrier or a change of more than twenty percent (20%) ownership of any Carrier entity.
8. Insurance. Immediately upon signing the Agreement, Carrier shall furnish Broker with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agree, subject to the following minimum limits:
- a. General liability: \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate with not greater than a \$10,000.00 deductible.
 - b. Motor vehicle (including hired and non-owned vehicles): \$1,000,000.00 (\$5,000,000.00 if Carrier transports hazardous materials including environmental damages due to release or discharge of hazardous substances).
 - c. All risk cargo damage/loss: \$100,000.00.
 - d. Workers' compensation with limits required by law.

All such insurance policies must be primary and must specifically cover loss or damage resulting from Carrier's operations as a contract motor carrier. Upon request, Carrier shall promptly provide Broker with complete copies of all applicable insurance policies. If the coverages required herein are purchased on a "claims made" basis, coverage shall provide that, if the coverage is canceled, the Carrier shall have the right to purchase a two-year reporting or discovery period. Whenever a claims-made policy in effect during the term of this Agreement is cancelled, the Carrier shall purchase such an extension of coverage. If not purchased by Carrier, Broker shall have a right to do so on Carrier's behalf and to bill Carrier for such payment along with a fifteen percent (15%) overhead fee. The retroactive dates on any claims-made policies effective during the term of this Agreement shall be identical to, or not later than, the date of the expiration of the immediately preceding policy. Carrier must list Broker (Warwick Enterprises, Inc.) as Additional Insured on all general liability, motor vehicle, and umbrella insurance policies. Except for the higher coverage limits which may be specified above, Carrier's insurance policies shall comply with the minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or reduce Carrier's liability due to any exclusion or deductible in any insurance policy.

9. Broker Responsibilities. In exchange for the covenants and warrants of Carrier herein, Broker agrees as follows:
- a. Broker agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of Carrier and Broker and shall offer Carrier at least three (3) loads/shipments

- annually. Broker shall inform Carrier of (i) the place of origin and destination of all shipments; and (ii) if applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified. If during any annual period, Broker fails, at no fault of Carrier, to tender the minimum number of loads/shipments to Carrier, then, as agreed upon liquidated damages and not as a penalty, Broker shall pay Carrier the sum of Fifty Dollars (\$50.00) as Carrier's sole recourse for such breach.
- b. Broker agrees to conduct all billing services to third-party shippers and carrier shall not interfere with Broker doing so. Carrier shall timely invoice Broker for Carrier's charges, as mutually agreed in writing, by fax, or by electronic means, as contained in Broker's Load Confirmation Sheet(s) incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, Broker requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
 - c. The parties agree that Broker shall pay Carrier for the services provided by Carrier pursuant to the terms of this Agreement. Failure of Broker to collect payment from its customer shall not exonerate Broker of its obligation to pay Carrier for services properly provided hereunder. Absent express written agreement to the contrary, Broker shall pay Carrier's invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided Carrier is not in default under the terms of this Agreement. If Broker has not paid Carrier's invoice as agreed, and Carrier has complied with the terms of this Agreement Carrier may provide written notice of non-payment to Broker allowing Broker not less than thirty (30) days to make payment in full of any overdue amounts. If payment is not made by Broker within such notice period, then Carrier may seek payment directly from the shipper or other third-party responsible for payment; provided, however, that Carrier shall not seek payment from the shipper or other third-party responsible for payment if Carrier is provided proof that such third-party has tendered payment to Broker.
 - d. Broker shall maintain a surety bond/trust fund in such amounts as may be required from time to time by the FMSCA.
 - e. Broker will notify Carrier immediately if Broker's Federal Operating Authority is revoked, suspended or rendered inactive for any reason.
 - f. Broker's responsibility is limited to arranging for, but not actually performing transportation of a shipper's freight.
10. Indemnity. Carrier shall defend, indemnify, and hold harmless Broker, as well as Broker's directors, shareholders, officers, employees, agents, successors and assigns from and against all loss, damage, expense, costs, including reasonable attorneys' fees, fines, actions and claims for injury to persons (including injury resulting in death) and for damage to property arising out of or in connection with Carrier's loading, handling, transportation, unloading, delivery or storage of any shipment hereunder or Carrier's failure to comply with the terms of this Agreement; provided, however, that Carrier shall not be required to so defend, indemnify and hold harmless Broker for such loss or damage caused solely by Broker's negligence. Carrier (a) hereby agrees that this Agreement constitutes a contract in accordance with all applicable FMCSA/DOT regulations, (b) waives and all claims that this Agreement does not constitute such a contract, and (c) shall indemnify and hold harmless Broker from and against all losses, damages, costs, and expenses in any way based on such a claim. The provisions of this paragraph shall survive the termination of this Agreement.

11. Loss & Damage Claims. Carrier shall comply with 49 C.F.R. 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA, DOT, or any other applicable federal or state regulatory agency, for processing all loss and damage claims. Carrier's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706. Except as expressly provided in writing to the contrary, neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Notwithstanding the terms of 49 C.F.R. 370.9, Carrier shall pay, decline or make a settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 60-day period shall be deemed an admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.
12. Independent Contractor.
 - a. It is understood and agreed that the relationship between Broker and Carrier under this Agreement is that of independent contractor and that no employer/employee relationship exists or is intended. Broker has no control of any kind over Carrier, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.
13. Non-Exclusive Agreement.
 - a. Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
14. Specific Contract with Carrier.
 - a. This Agreement is for specified services pursuant to 49 U.S.C. 14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive any or all rights and remedies they may have under the Act.
15. Arbitration.
 - a. In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the parties agree to resolve such dispute through binding arbitration. Proceedings shall be conducted under the rules of the American Arbitration Association ("AAA"). Arbitration proceedings shall be started with eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the parties, arbitration proceedings may be conducted outside of the administrative control of the AAA. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA nearest to Broker or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Maryland shall be controlling notwithstanding

applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

16. No Back Solicitation.

- a. Carrier acknowledges and agrees with Broker that during this Agreement, Carrier will have the opportunity to develop relationships with existing employees, customers, and other business associates of Broker. Such relationships constitute goodwill of Broker and Carrier acknowledges that Broker will be irreparably damaged if the Carrier were to take actions that would damage or misappropriate such goodwill. As such, during the Term of this Agreement, and for six (6) months thereafter, Carrier shall not (i) solicit any employee of Broker to terminate his or her employment with Broker or employ any such individual during his or her employment with Broker and for a period of six (6) months after such individual terminates employment with Broker, (ii) solicit or make any freight shipments, outside of those authorized by Broker that directly involve any shipper, consignor, consignee, or other customer of Broker with whom Carrier first provided services by and through Broker pursuant to the terms of this Agreement, or (iii) take any action including without limitation the making of disparaging statements concerning Broker or its officers, directors or employees, that is reasonable likely to cause injury to the relationships between Broker or any of its employees and any shipper, consignor, consignee, customer of Broker, or other business associate of the Company.
- b. In the event of breach of this provision, Broker shall be entitled to a commission from Carrier equal to twelve percent (12%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief to enforce the terms hereof, and in the event, it is successful, Carrier shall be liable for all costs and expenses incurred by Broker in such action, including, but not limited to, reasonable attorney's fees.

17. Confidentiality.

- a. In addition to Confidential Information protected by law, statutory or otherwise, Carrier acknowledges that in connection with the services it provides hereunder, Carrier may obtain certain Confidential Information, as hereinafter defined. Carrier agrees that it shall take all reasonable steps to protect Confidential Information and shall not disclose or use the same for any reason without prior written consent from Broker. The term "Confidential Information" as used herein, shall mean any information which is proprietary or unique to Broker, including but not limited to trade secret information, matters of technical nature such as processes, devices, techniques, data and formulas, research subjects and results, marketing methods, plans and strategies, operations, products, revenues, expenses, profits, sales, key personnel, customers, suppliers, pricing, policies, any information concerning the marketing and other business affairs and methods of the Broker which is not readily available to the public.
- b. In the event of violation of this Confidentiality paragraph, the parties agree that the remedy at law, including monetary damages, may be inadequate and that the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating party from further violation of this Agreement in which case the prevailing party shall be liable for all costs expenses incurred, including but not limited to reasonable attorney's fees.

18. Modification of Agreement. This Agreement as well as any exhibits that may be attached hereto, constitutes the entire agreement between the parties and may only be amended by the mutual written agreement of the parties.
19. Notices.
- a. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown hereinabove with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the parties are notified in writing of any changes in address.
20. Non-Waiver. Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach and shall not affect or limit the right of either party to thereafter enforce such a term or provision.
21. Severance/Survival. In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
22. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof. Electronic facsimile signatures on this Agreement shall have the same force and effect as originals.
23. Fax and/or Email Consent. The parties to this Agreement are authorized to fax and/or email to each other at the numbers and/or email addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
24. Instrument Executed Under Seal. The parties intend for this Agreement to constitute a written instrument executed under Seal.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WEHEREOF, the parties have signed this Agreement the date and year noted below.

Broker:

Warwick Enterprises, Inc.

PO Box 1300

Hurlock, MD 21643

Phone: 410-943-8702

Fax: 410-943-1654

Email: jana@warwickent.com

Authorized Signature: Warwick Enterprises, Inc.

Printed Name: Warwick Enterprises, Inc.

Title: Warwick Enterprises, Inc.

Carrier:

Name: Carrier

Carrier Address:

Carrier City, State, Zip Code

Phone: Carrier

Fax#:

Email:

Authorized Signature for Carrier

Printed Name of Signature

Initial:

/



Worker's Compensation

Option # 1:

Elect To Not Maintain Worker's Compensation Coverage

The undersigned, as an authorized representative of the motor carrier set forth below, hereby warrants and represents to Warwick Enterprises, Inc. that such motor carrier is not required by the state of _____ to maintain Worker's Compensation insurance, and further that it has elected not to maintain such insurance.

In the even that motor carrier subsequently either (a) becomes the subject to pertinent Worker's Compensation law, or (b) motor carrier's maintenance of Worker's Compensation insurance remains elective but motor carrier elects to maintain such insurance, then motor carrier will provide Warwick Enterprises, Inc. with evidence of such insurance in compliance with the terms of the pertinent agreement between the parties.

Motor Carrier: _____

Signature: _____

By: _____
(Name typed or printed, with title/position)

Date: _____

Option #2:

Provide Warwick Enterprises Inc. With, And Maintain, Up To Date Worker's Compensation Coverage

I carry worker's compensation insurance and affirm the following information is correct.

Insurance Company: _____
(Please have insurance company forward a certificate of insurance to us for our records. Have them list Warwick Enterprises as the certificate holder.)

Phone: _____

Policy #: _____ Exp. Date: _____

Signature: _____

By: _____
(Name typed or printed, with title/position)

DUMP TRAILER CLEANOUT PROCEDURE

1. Empty the trailer and set it down.
2. Climb inside the trailer with broom and/or shovel.
3. Clean out large amounts of product or debris with shovel.
4. Take the broom and sweep off the top rails, making sure there is no debris or product on the bows.
5. Clean the corners with a broom.
6. Check front and back cap, making sure to sweep if necessary.
7. Be sure to clean around the dog box and that there is no debris stuck to the walls.
8. Starting at the front, sweep any and all material to the rear of the trailer and dispose of it.
9. Tailgate should be broom clean and free of any product or debris.
 - a. This means there is nothing on the outside of the tailgate, coal chute, ledges, lights and mud flaps on the rear of the trailer.

HOPPER BOTTOM CLEANOUT PROCEDURE

1. Empty the trailer.
2. Climb inside the trailer with broom and/or shovel.
3. Clean out large amounts of product of debris with shovel.
4. Take the broom and sweep off the top rails, making sure there is no debris or product on the bows.
5. Clean the corners with a broom.
6. Check front and back cap, making sure to sweep if necessary.
7. Make sure hopper chutes are clean.
8. Sweep the doors while they are open.
9. Brush off outer sides of hoppers and make sure tail end and flaps are free and clear of debris.

BELT TRAILER CLEANOUT PROCEDURE

1. Empty the trailer, by allowing belt to run until all product is out of trailer.
2. Climb inside the trailer with broom and/or shovel.
3. Clean out large amounts of product of debris with shovel.
4. Take the broom and sweep off the top rails, making sure there is no debris or product on the bows.
5. Clean the corners with a broom.
6. Check front and back cap, making sure to sweep if necessary.
7. Sweep side boards and make sure walls are clean of debris and product.
8. Leave belt running at normal pace while in the trailer at the front.

9. Place the broom end under one corner of the belt flap and apply pressure from foot, allow the belt to carry you and the broom to the rear of the trailer and remove broom and allow debris or product to fall out.
10. Repeat step above on opposite side of belt.
11. Sweep back door clean of any product or debris on the inside and out.
12. After getting out of the trailer take broom while belt is running and make sure flaps are clean of debris as the belt rotates.
13. After turning the belt off, close back door and make sure to sweep off knife gate, rear panels, lights and mud flaps.
14. Make sure there is no residual debris showing anywhere on tail of trailer.

I, _____ have received the above clean out procedures. I have been trained and understand the process.

Signed: _____

**LETTER REQUESTING ADEQUATE CLEANOUT OF CONVEYANCE VEHICLES
AND COMPLIANCE WITH FDA REGULATION 21 CFR, PARA 589.2000 AND
THE FOOD SAFETY MODERNIZATION ACT**

This is to notify you that Warwick Enterprises Inc., requires your firm,
_____, to be in compliance with FDA regulation
21CFR, Para 589.2000 clean out procedures and the Food Safety Modernization Act.
Your clean out procedures for your trailers must be adequate to prevent any carryover of
mammalian protein products or any other contaminant from one load to the next. Such
procedures may be met by thoroughly washing out the trailer, a thorough physical clean
out, or by properly sequencing your loads in such a manner as to prevent the possibility
of any carryover of previous product.

You must provide us with written concurrence of this request:
Warwick Enterprises, Inc.
P.O. Box 1300
Hurlock MD, 21643

Date: _____

I/We concur with this request and certify my/our firm is in compliance with the stated
rule and I/we adequately clean out my/our vehicles after transportation of mammalian
protein products or any other product. I/We further certify that this letter will cover all
future shipments until I/we provide written notification that this letter is no longer in
effect.

Firm Name: _____

Address: _____

City/State/Zip: _____

Name: _____ Title: _____

Signature: _____

Phone Number: _____ Fax: _____

Please fill out and return this form to: Warwick Enterprises, Inc., P.O. Box 1300,
Hurlock, MD 21643, fax it to 410-943-1654, email jana@warwickent.com

TRAILER LEASE AGREEMENT

Made this _____ day of _____, 2026, between Warwick Enterprises, Inc., with its place of business at 4440 East New Market Hurlock Road, Hurlock, MD 21643 (“**Lessor**”) and _____ having its principal place of business at _____ (“**Lessee**”).

BACKGROUND:

Lessor is the owner of various trailers (hereinafter “**Trailer**”). Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, the Trailer upon the terms set forth below. Lessor’s and Lessee’s business operations are such that Lessee may have the use and operation of multiple trailers under the terms of this Lease. At all times, this Lease shall cover the operation, use, condition, maintenance, repairs and possession of any Lessor owned trailer by Lessee.

In consideration of the mutual covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Trailer upon the terms and conditions set forth in this Lease. All of the terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee except as specifically modified in writing signed by both parties.

2. **Term.** This Agreement shall be deemed to be effective on the date above and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This Agreement shall be effective continuously until cancelled by written notice by either party having given fifteen (15) days written notice to the other party. In the event of a breach of the provisions herein, the Agreement may be cancelled upon one(1) day written notice to the other party. Termination because of breach does not constitute a waiver by the terminating party of any rights it may have against the other.

3. **Rental Payments.** The rent for the Trailer shall be 10% of the Gross Revenue that Warwick Enterprises, Inc. invoices. For the purpose of this Agreement, gross revenue is defined as revenue actually received by Lessee for hauling commodities in the trailer in the everyday course of business. Gross receipts shall not include fuel surcharges, demurrage charges and loading and unloading fees, reimbursement for tolls, scales, parts and similar fees.

4. **Warranties.** LESSOR, BEING NEITHER THE MANUFACTURER OF THE TRAILER NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAILER AND DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED

WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. Lessee will be subrogated to Lessor's claims, if any, against the manufacturer or supplier of the Trailer for breach of any warranty or representation and, upon written request from Lessee, Lessor shall take all reasonable action requested by Lessee to enforce any such warranty, express or implied, issued on or applicable to the Trailer, which is enforceable by Lessor in its own name, provided, however, that: (a) Lessee is not in default under this Lease; and (b) Lessor shall not be obligated to resort to litigation to enforce any such warranty unless Lessee shall pay all expenses in connection therewith. Notwithstanding the foregoing, Lessee's obligations to pay the rentals or otherwise under this Lease shall be and are absolute and unconditional. All proceeds of any such warranty recovery from the manufacturer or supplier of the Trailer shall first be used to repair the affected Trailer.

5. **Title to and Location of Trailer.** At all times, the trailer shall be under the sole and absolute custody, possession and control of Lessee subject to Lessor's rights. Title to the Trailer leased hereunder shall remain with the Lessor at all times and the Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Trailer and will keep the Trailer free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. The Trailer shall not be removed from Lessee's premises without the written consent of Lessor except in the ordinary course of the Lessee's business. The Lessor shall be permitted to display notice of its ownership of the Trailer by affixing to each item of Trailer an identifying stencil or plate or any other indicia of ownership and Lessee will not alter, deface, cover or remove such ownership identification.

6. **Use of Trailer, Inspection and Reports.** Lessee may possess and use the Trailer in accordance with this Lease, provided that any such use is in conformity with all applicable laws, any insurance policies and any warranties of the manufacturer with respect to the Trailer. Lessor shall have the right, upon reasonable prior notice to the Lessee and during the Lessee's regular business hours, to inspect the Trailer at the premises of the Lessee or wherever the Trailer may be located. Lessee shall promptly notify Lessor of all details arising out of any change in location of the Trailer, any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof. The Lessee will be responsible to complete weekly inspection forms that will be provided by Warwick Enterprises, Inc. The purpose of said forms is to inform Warwick of maintenance issues that must be addressed. Said forms are to be completed once a week and returned to Warwick. Failure to turn in inspection forms will result in the delay of settlement payment until the form is completed and returned properly.

7. **Further Assurances.** Lessee shall execute and deliver to Lessor, upon Lessor's request, such instruments and assurances as Lessor deems necessary for the confirmation or perfection of this Lease and Lessor's rights hereunder. In furtherance thereof, Lessor may file or record this Lease or a financing statement with respect thereto so as to give notice to any interested parties. Any such filing or recording shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code.

8. **Risk of Loss.** All risk of loss, damage, theft or destruction of the Trailer shall be borne by the Lessee. No such loss, damage, theft or destruction of the Trailer, in whole or in part, shall impair the obligations of Lessee under this Lease, all of which shall continue in full

force and effect; and Lessee shall either: (a) place the Trailer in good repair, condition and working order; or (b) replace the same with a like Trailer in good repair, condition and working order. In the event of an accident resulting in damage, Lessee shall be responsible for returning the Trailer to its prior condition. Lessee shall pay all costs associated with the repair, including but not limited to the deductible. If both parties agree that repair or replacement is not feasible, the parties may negotiate an appropriate amount to be paid by Lessee for termination of the Lease. After compliance with the foregoing to Lessor's satisfaction, and provided Lessee is not in default under this Lease, Lessee shall be subrogated to Lessor's rights with respect to any insurance policies or claims for reimbursement by others with respect to such loss, damage, theft or destruction. In the event of any accident, incident or any event resulting in down time to the Trailer, any recovery of down time by Lessee shall be payable to Lessor.

9. **Maintenance and Repairs.** Lessor shall bear the expense of maintaining the Trailer in good mechanical condition and running order, provided, however, that Lessee shall bear the expense of all repairs and maintenance to the Trailer arising out of or resulting from Lessee's negligent acts. Lessee is expected to have the trailer greased weekly, and the trailer is to be washed a minimum of once per month at Warwick Enterprises, Inc.'s expense. Without the prior written consent of Lessor, Lessee shall make no repair, alteration or attachment with respect to any item of Trailer which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of a mechanic's or materialmen's lien with respect thereto. All additions, attachments, accessories and repairs at any time made or placed upon the Trailer shall become part of the Trailer and shall be the property of Lessor.

10. **License and Taxes.** Lessee shall be responsible for any and all highway use taxes, road taxes, fuel taxes and tolls incurred by the Trailer. Lessee shall be responsible for any and all sales tax on repairs required to be performed on the Trailer due to the negligence of Lessee. Lessee shall be responsible for federal, state and local income tax from the income generated by operation of the trailer.

Lessor shall be responsible for maintaining any and all licenses required by any state or federal law for the Trailer. Lessor shall be responsible for the payment of all federal, state and local income tax from the rental income of the trailer.

11. **Insurance.** Lessee will, at its own expense, insure the Trailer at all times against all hazards requested by Lessor including but not limited to fire, theft and extended coverage insurance, and such policies shall be payable to Lessor as its interest may appear. Such policies of insurance shall be reasonably satisfactory to Lessor as to form, amount and insurer, and shall provide for at least ten (10) days written notice of cancellation to Lessor. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance and naming Lessor as additional insured/loss payee. Subject to Lessee's rights under Paragraph 9 above, Lessor may act as attorney for Lessee in making, adjusting or settling any claims under any insurance policies insuring the Trailer. Lessee assigns to Lessor all of its right, title and interest to any insurance policies insuring the Trailer, including all rights to receive the proceeds of insurance, and directs any insurer to pay all such proceeds directly to Lessor and authorizes Lessor to endorse Lessee's name on any draft for such proceeds.

Lessee will, at its expense, carry public liability insurance with respect to the Trailer and the use thereof, with limits not less than \$1,000,000.00, Cargo Insurance with limits not less than \$25,000.00, and non-owned trailer, Comprehensive, and Collision insurance of at least \$40,000.00. Lessor shall be named as an additional insured and loss payee for the Trailer. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. The proceeds of any fire, theft or other insurance covering property loss with respect to the Trailer shall be payable solely to Lessor but shall be applied by Lessor toward the payment of Lessee's obligations hereunder.

12. **Lessor's Performance of Lessee's Obligations.** If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Trailer, Lessor may (at its option) perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Trailer and Lessor's title thereto, including payments for satisfaction of liens, repairs, taxes, levies and insurance, and all sums so paid or incurred by Lessor, together with interest as provided below, and any reasonable legal fees incurred by Lessor in connection therewith, shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

13. **Indemnification.** Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor, its agents, employees, officers, directors, successors and assigns from and against, any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, punitive damages, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing or return of any item of Trailer, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this Lease. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Nothing contained in this Lease shall authorize Lessee or any other person to operate any item of Trailer so as to incur or impose any liability or obligation for or on behalf of Lessor. Lessor shall not have any control over the operation of the Trailer covered by this Lease (including any motor vehicles), and Lessee shall have absolute control and supervision over the operation of the Trailer.

14. **No Offset.** This Lease is a net lease and all rental payments shall be paid by Lessee irrespective of any set-off, counterclaim, recoupment, defense or other right which Lessee may have against the supplier of the Trailer or any other party.

15. **Assignment by Lessee.** Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein or (b) sublet or lend the Trailer or permit same to be used by anyone other than Lessee or Lessee's employees.

16. **Return of Trailer.** Upon termination of this Lease, Lessee will return the Trailer to Lessor at Lessor's premises set forth above for such disposition as Lessor may determine. In the event of default by Lessee under this Lease, Lessee will return the Trailer to Lessor in the

same manner. The Trailer will be returned by Lessee to Lessor in the same condition as when delivered to Lessee, reasonable wear and tear excepted.

17. **Events of Default.** Lessee shall be in default under this Lease upon the happening of any of the following events or conditions ("Events of Default"):

(a) Default by Lessee in payment of any installment of rent or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Lease or otherwise and the continuance of such default for ten (10) consecutive days; or

(b) Default in the performance of any obligation, covenant or liability contained in this Lease or any other agreement or document with Lessor, and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee; or

(c) Any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; or

(d) Attempted sale or encumbrance by Lessee of the Trailer, or the making of any levy, seizure or attachment thereof or thereon; or

(e) Dissolution, termination of existence, discontinuance of its business, insolvency, business failure, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by Lessee or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against Lessee;

(f) Failure of Lessee, its employees, contractors, agents or assigns to use, operate or control the trailer in a safe manner pursuant to all applicable laws; or

(g) Failure of Lessee, its employees, contractors, agents or assigns to use, operate or control the trailer in a safe manner so as to not cause injury to another.

18. **Remedies of Lessor.** Upon the occurrence of any Event of Default and at any time hereafter (subject to any applicable grace provisions), Lessor may without any further notice exercise one or more of the following remedies, as Lessor in its sole discretion shall elect:

(a) Declare all unpaid rentals under this Lease to be immediately due and payable;

(b) Terminate this Lease;

(c) Take possession of the Trailer wherever found, and for this purpose enter upon any premises of Lessee and remove the Trailer, without any liability for suit, action or other proceeding by the Lessee and remove the same;

(d) Cause Lessee at its expense to promptly return the Trailer to Lessor and in the condition set forth above;

(e) Use, hold, sell, lease or otherwise dispose of the Trailer or any item thereof on the premises of Lessee or any other location without affecting the obligations of Lessee as provided in this Lease;

(f) Proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof;

(g) Exercise any and all rights accruing to a Lessor under any applicable law upon a default by a Lessee. In addition, Lessor shall be entitled to recover any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Trailer, including reasonable attorney's fees and legal expenses; and

(h) Recover attorney's fees and costs from Lessee for its breach of the terms of this Agreement.

19. **Severability.** Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law which prohibits or renders unenforceable any provisions hereof in any respect.

20. **Notices.** All notices, reports, and other documents provided for herein shall be deemed to have been given or made when hand delivered or when mailed, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth above or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

21. **Amendments and Waivers.** This Lease constitutes the entire agreement between Lessor and Lessee with respect to the Trailer and the subject matter of this Lease. No term or provision of this Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee. No express or implied waiver by Lessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default whether similar in kind or otherwise.

22. **Construction.** This Agreement shall be construed under the laws of the State of Maryland. Any litigation arising out of or as a result of this Agreement shall proceed in a Federal or State court of competent jurisdiction sitting in and for the County of Dorchester, Maryland. The titles of the sections of this Lease are for convenience only and shall not define or limit any of the terms or provisions hereof. Time is of the essence of this Lease in each and all of its provisions.

23. **Parties.** The provisions of this Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this Lease to be duly executed.

WARWICK ENTERPRISES, INC.
("Lessor")

By: _____

("Lessee")

By: _____



Authorization for Direct Deposit

This Authorizes Warwick Enterprises, Inc. (the "Company") to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

DRIVER/CARRIER NAME: _____

Account

Account Type (Check one): ____ Checking ____ Savings

Carrier Bank Name

Bank Routing # (ABA#)

Account#

Please attach a voided check.

How would you like your settlement to be sent.....

Fax: _____ Email _____

This Authorization will be in effect until the Company receives a written termination notice from myself (Carrier) and has a reasonable opportunity to act on it.

Signature

Printed Name

Federal ID# or Social Security#

Date