

Dear Valued Pilot Car Company,

Thank you for your interest in Rising Phoenix Pilot Car Services. Every day we strive to provide excellent services to the heavy haul and pilot car community. Our philosophy is that consistency, communication and great customer service will lead to successful long-lasting business relationships. We are authentic, goal orientated and each encounter you have with us will prove our dedication to the industry. Everyone in our office has first-hand knowledge of the pilot car industry which helps with the smoothness of each encounter. If you would like to take a load with us in the future, please provide the following items:

- Current year W9 (form provided if you need it)
- Completed Company Profile Sheet
- Proof of insurance: CL/GL/PL/WC
 - Please have us listed as a Certificate Holder for your policies.
Rising Phoenix Pilot Car Services II LLC
116 Carlton Street
Royston, GA 30662
RisingPhoenixPCServices@gmail.com
920.522.2677
- Copies of driver licenses and pilot car certifications for all drivers on the above policies
- Signed Vendor Contract Agreement
- Completed and signed ACH (Direct Deposit) Authorization Form with either a voided check or bank document
- Pictures of ALL your vehicles flagged up with correct equipment displayed

Please understand we do know that we're asking for a lot of information, but this is to ensure that we're getting the best pilot cars in the industry. We have a reputation to uphold and part of that is thoroughly vetting prospective contractors that represent us.

Once all paperwork is received and approved, your company will be added to our dispatch list. All companies are categorized by their home state. If we have a load in that state these companies will be notified first. If no one can cover it a mass email / text will be sent out. You can also find our loads on Pilot Cars and Escorts Facebook page, CoverMyLoad.Com, our company Facebook page and occasionally Load Covered.

Lastly, if you're filling out our packet on a mobile device, we encourage you to download the **Adobe Acrobat** app. The document should allow you to fill it in. If there is an issue with this, please let us know.

Here's to improving the industry one day at a time!

All the Best,



'Welcome to the Rising Phoenix Family!'

The Basics

Company Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email: _____

Contact Name / Title: _____

If there is something else, you'd like to tell us please use the space below. Example: Dispatchers names, different terminal addresses, settlement sheets sent to a different email, etc.

Professional References:

Name: _____ Company: _____

Title: _____ Phone: _____

Email: _____

Name: _____ Company: _____

Title: _____ Phone: _____

Email: _____

Name: _____ Company: _____

Title: _____ Phone: _____

Email: _____

Name: _____ Company: _____

Title: _____ Phone: _____

Email: _____

Vendor Contract Agreement

Rising Phoenix

Pilot Car Services

Please read through this document in its entirety as there is a lot of important information, then initial by each line and sign the bottom. Your company will not be dispatched until this packet is returned and approved. If you have questions, please ask before signing!

_____ Fees Associated with our services. Broker fee: 4%. QuickPay paid within 48 business hours (optional): 4%. Regular Pay paid within 30 days: 0%. Both payment options are direct deposit. Other options available.

_____ All documents provided to Rising Phoenix Pilot Car Services II LLC are current, valid and not forged. We will check all documents (DL's, certifications, insurance) before being dispatched. If a document is expired, your company will be notified and not dispatched until the situation is remedied and proof has been provided.

_____ All drivers must be aware of the rules, regulations, laws and supplies needed regarding escorting oversize loads. We **REQUIRE** that the escort driver dispatched is wearing the minimum: closed toes shoes, Hi-Vis Vest or HI-Vis Shirt and professional pants. If it is reported that you are without the minimum our agreement will be terminated immediately. If you show up to a job with out the minimum and refuse to remedy immediately, you will be released without pay – NO EXCEPTION.

_____ It is required that your company shows up to the meeting location at least 30 minutes prior to departure. Have a physical permit and have communicated any questions with the driver regarding the route. All parties are responsible for the staying on route and being safe.

_____ You will be considered a no show if proper notice, at least 12 hours, is not given. You will not be considered for loads in the future, this agreement will be cancelled and you will be charged for any charges incurred as a result (i.e.: deadhead of another pilot car, charges incurred from the trucking company for late delivery, permits, etc.). If the original driver dispatched, leaves the load without a preplanned replacement and causes a delay, or we must replace the driver you will have a \$250 fee deducted from your final invoice. COMMUNICATION IS KEY!!!!

_____ If you dispatch someone that will have an additional rider with them please let us know. Some states require the rider has a certification, be a certain age, etc. They are not to interfere with the operation and are to be held at the same standard as above.

_____ Our loads are not to be 'brokered' out or contracted to a friend of a friend. If you cannot cover a load but your acquaintance can, we will need this packet from them. Anyone or any vehicle that is NOT listed on your insurance cannot be dispatched. If it is found that you are brokering our loads to another company or person not listed on your insurance, our agreement will be terminated, and you will not be used for any of our loads in the future. You will also be held liable for payments owed and any damages occurred while with the load. **In addition, broking our loads to another person or company will result in the forfeiture of your payment!**

_____ All loads/projects will have a rate confirmation sheet attached to them. These sheets will include rates, payment terms, driver information and load details. You will not be dispatched until the rate sheet has been signed or acknowledged. If there is a change to the rate confirmation before the start of the load, an updated confirmation will be sent and is expected to be signed. This is to protect everyone and to ENSURE you get paid. Any additional charges not agreed to in the signed confirmation sheet **will not be guaranteed** but considered with reason.

_____ If you dispatch an employee - you are responsible for paying them. If you fail to do so, Rising Phoenix Pilot Car Services II LLC or the trucking company will not be held responsible for your non-payment.

_____ Your company is considered an independent contractor. You understand no employer – employee relationship exists. We will not withhold any taxes or be responsible for taxes. You will be 1099'd at the end of the year.

_____ All invoices are to be emailed to risingphoenixpcservices@gmail.com once the load is finished. You will not be paid until then. Do NOT send your invoice to the company or accept any form of payment from drivers, this could result in a double payment and will terminate our agreement.

_____ Constant communication is required! Our phones ring 24/7 and we answer them – we expect the same courtesy. We will never bother you while you are actively piloting the load.

_____ We have a ZERO tolerance policy for drugs and alcohol. If your company is dispatched, DO NOT consume alcohol or drugs (including prescription medication) that will possibly impair judgement or the ability to perform escort duties. If another escort on the same job is showing questionable signs of any type of alcohol or drug symptoms, please contact us. Our job is to protect the load, the motoring public and of course our escorts and truck drivers.

_____ Be aware of the applicable local laws regarding the use of cell phones / mobile devices while driving. You are responsible for your safety and part of that is being an attentive driver.

_____ You are prohibited from contacting our clients directly while this agreement remains in force. We work hard to provide pilot cars with a good service, guaranteed pay, and competitive rates. **If you are contacted by our customer directly, inform us!** If you underbid us, you will be held liable. Damages will be assessed by the court. Please inform us if you have worked **directly** with our customers via email **before** you sign this contract. Furthermore, after termination of this agreement you are prohibited from working with our customers for one year after we receive written termination of this agreement.

_____ If there is an accident or damage occurs call 911, if needed, but then notify us IMMEDIATELY. We will request a written statement.

_____ **We require** that your vehicles have front and rear dashcams and are actively recording while with the load. IF the load is damaged while dispatched to you and you are found at fault and the trucking company withholds payment, you will be held financially responsible. If you were paid via QuickPay we will request monies back; legal recourse will be pursued, if necessary.

_____ Your company insurance takes precedence on all loads dispatched to you and your drivers.

_____ IF your company violates any of the terms of the agreement Rising Phoenix Pilot Car Services II LLC has the right to cancel the agreement and not consider you for future loads.

_____ Rising Phoenix Pilot Car Services II LLC shall be held harmless, blameless and additionally indemnify its owners, customers, employees, and affiliates should any incident arise due to oversight or negligence on the part of you or your employees. This includes but not limited to claims, demands, loss, injury, death, damage, actions and cost of actions whatsoever, which may be sustained while performing pilot car activities. Any litigation matters will be held in Georgia.

_____ Either party can terminate this agreement at any time for any reason.

_____ Lastly, if there are any changes made to this 'Vendor Contract Agreement' both parties are required to physically initial and date said change(s) to be considered legal. Digital initials will not supersede the original terms of this agreement.

ACH Authorization Form

Rising Phoenix
Pilot Car Services

1. Please Check One:

NEW Direct Deposit

CHANGE Direct Deposit

CANCEL Direct Deposit

2. Vendor/Payee Information

Name: _____

Address: _____

Contact Person's Name: _____

Telephone Number: _____

Email: _____

3. Financial Institution Information

Bank Name: _____

Bank Address: _____

Name on Bank Account: _____

Bank Account Number: _____

Nine-Digit Bank Routing Number: _____

Type of Account: Business Checking Personal Checking Business Savings Personal Savings

4. Approvals/Authorizations

I certify that the information provided on this form is correct, and I hereby authorize Rising Phoenix Pilot Car Services II LLC to electronically deposit payments to the bank account designated above. It is my responsibility to notify Rising Phoenix immediately if I believe there is a discrepancy between the amount deposited to my bank account and the amount of the invoice(s) paid. I understand that I must notify Rising Phoenix in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until Rising Phoenix has received written notification requesting a change or cancellations and has had reasonable opportunity to act on it, which should take no longer than ten (10) business days.

Print Name: _____ Signature: _____ Date: _____

Important Information

Please return completed form via email: RisingPhoenixPCServices@gmail.com

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-DIV (dividends, including those from stocks or mutual funds)
- 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.