

Motor Carrier Agreement

THIS MOTOR CARRIER AGREEMENT (“Agreement”), dated _____, 20__ (“The Effective Date”), is between _____, a _____ organized under the laws of _____ (“Carrier”), and D&D Trucking and Services, a corporation organized under the laws of Ohio (“Shipper”). The purpose of this Agreement is to specify the terms and conditions under which Shipper will engage Carrier to perform motor contract carriage and related services for Shipper (the “Services”), and under which Carrier will render those Services.

TERMS AND CONDITIONS

1. Contract Carriage. All Services by Carrier as a motor carrier of property in United States interstate or foreign commerce shall be rendered as contract carriage within the meaning of 49 U.S.C.?? 13102(4)(B) and 14101(b) (49 U.S.C. ? 14101(b) provides, in part, “A carrier providing transportation or service subject to jurisdiction under chapter 135 may enter into a contract with a shipper, other than for the movement of household goods described in section 13102 (10)(A), to provide specified services under specified rates and conditions”). Carrier represents and warrants that it is duly registered with the Federal Motor Carrier Safety Administration (“FMCSA”) as a for-hire motor carrier of property in interstate commerce pursuant to 49 U.S.C. ? 13902. In connection with contract carriage Services, Shipper and Carrier hereby expressly waive all provisions of Chapters 137 (regarding rates and through routes) and 147 (regarding enforcement, investigations, rights and remedies) and any other provisions of Subtitle IV, Part B of Title 4, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance or safety fitness. Whether or not Carrier is authorized to operate or does operate as a common carrier, each and every shipment tendered to Carrier by Shipper on or after the date of this Agreement shall be deemed to be a tender to Carrier as a motor contract carrier and shall be subject only to the terms of this Agreement and the provisions of law applicable to motor contract carriage hereunder. No other “tariff” or “rules tariff” is applicable, including those issued by the Carrier separately or in pricing amendments to this Master Agreement. Carrier shall render all Services in a competent and professional manner, and in accordance with all applicable federal, state and local laws and regulations of the jurisdiction(s) within which the Services are rendered.
2. Scope of Services
 - 2.1 Territories and Commodities. For each Service provided by Carrier, Shipper and Carrier shall enter into a separate Trucker Confirmation, which will define the geographic and commodity scope of the Services to be provided by Carrier. Under no circumstances, however, shall Carrier render Services beyond the scope of its FMCSA registration (as it may be amended from time to time) unless the Services are exempt from legal requirements for such registration or authority.
 - 2.2 Carrier shall not subcontract any Services to third parties without giving prior notice to Shipper and obtaining Shipper’s consent. Any such subcontracting, with or

without notice and consent, shall not affect Carrier's responsibilities or liabilities to Shipper under this Agreement. As between Shipper and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. The prohibition against subcontracting does not apply to a person leased to the Carrier pursuant to the provisions of 49 C.F.R. Part 376, which allows for Carrier to enter into a lease with an owner of equipment for the providing of exclusive use of such equipment, whether with or without a driver, pursuant to the terms of 49 C.F.R 376.12.

2.3 Shipper shall not ask or in any way pressure Carrier to violate any federal, state, local, or other applicable law with regards to the performance of the Services.

2.4 Non-Exclusivity of Services. Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

3. Relationship of Parties. The relationship of Carrier to Shipper is that of an independent contractor. By this Agreement, the Parties do not intend to provide for division of profits between Carrier and Shipper, or to clothe Shipper with joint control over Carrier's performance of the Services, or otherwise to create a *de facto* or *de jure* joint venture, joint enterprise or partnership between Carrier and Shipper. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Shipper, nor shall Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier. Shipper shall not direct Carrier's employees/drivers as to the means and methods of their performance of the Services and shall not mandate the routes to be driven or the hours to be worked in performing the Services.

4. Representation by Carrier. As a condition of Shipper entering into this Agreement, Carrier represents as follows:

4.1 Carrier has and shall continue to maintain during the term of this Agreement the insurance that is required by this Agreement. Carrier shall provide to Shipper a certificate of insurance upon request.

4.2 Carrier has and shall continue to maintain during the term of this Agreement all operating authorities and insurance filings with the FMCSA the Surface Transportation Board and any applicable State Authorities.

4.3 Carrier has and shall continue to maintain during the term of this Agreement a satisfactory safety rating with the FMCSA. Carrier shall promptly notify Shipper if at any time during the term of this Agreement Carrier's safety rating with the FMCSA becomes "conditional" or "unsatisfactory."

4.4 Carrier has and shall continue to maintain during the term of this Agreement FMCSA SafeStat driver safety (DRSEA), vehicle safety (VHSEA) and safety

management (SMSEA) ratings below 74. Carrier shall promptly notify shipper if at any time during the term of this Agreement Carrier's SEA rating in any of these three categories is 74 or higher.

4.5 At no cost and expense to Shipper, Carrier shall furnish either through itself or its independent contractors all supplies and equipment for its services hereunder and shall maintain all equipment in good repair and condition. This includes all costs of equipment maintenance, and repair, labor, fuel and supplies.

4.6 At no cost and expense to Shipper, Carrier shall engage for its services hereunder only competent, able and legally licensed personnel.

5. Rates and Charges. The following rates and charges shall apply to all shipments tendered to carrier under this Agreement. SEE EXHIBIT ATTACHED HERETO. IF NO EXHIBIT IS ATTACHED THEN THE RATES AND CHARGES FOR EACH SPECIFIC SERVICE PROVIDED BY CARRIER SHALL BE STATED ON A TRUCKER CONFIRMATION FORM FOR SUCH SERVICES.

6. Invoicing and Payment. Carrier shall invoice Shipper for all Services and fees. Shipper shall remit freight charges owed to Carrier within thirty (30) days of the date of Carrier's invoice unless there is a documented dispute regarding Carrier's performance of the Services.

7. Insurance. For Intra-United States and International Shipments between the U.S. and Canada, Carrier and its contractors and subcontractors of every tier shall provide and maintain, at its sole cost and expenses, with an insurance carrier rated not less than A, size VIII, by Best's Insurance Report, the following types and minimum limits of coverage (Limits stated must be in U.S. Currency or the equivalent foreign currency):

7.1 Commercial General Liability: With not less than \$1,000,000 per occurrence combined single limit for personal injury and property damage, including (a) contractual liability for all written contracts; (b) completed operations; and (c) personal injury;

7.2 Trucker's Coverage or Motor Carrier Coverage, with not less than \$1,000,000 each accident limit of liability, covering "any auto," endorsed with Diversified Ingredients as "additional insured" and including Pollution Liability Broadened Coverage for Covered Autos."

7.3 Cargo Insurance: providing direct, non-fault based, all risk coverage with not less than \$10,000 limits for each truck, each loss, covering the interests of the Shipper, the Carrier and its contractors and subcontractors and of every tier, Carrier's Cargo Insurance shall be primary with respect to any other insurance maintained by Shipper.

7.4 For insurance compliance, Carrier shall immediately submit and upon each annual renewal of such insurance coverage, acceptable certificates of insurance to Shipper as evidence the specified forms, endorsements and amounts of insurance as detailed above are in force. Carrier shall require and maintain on file similar certificates of insurance for

its contractors and subcontractors. Carrier shall provide Shipper copies certificates of insurance for its contractors and subcontractors upon request. All certificated at every level shall specifically include a statement that Shipper is named an additional insurance under each party's Commercial General Liability policy for liability arising out of negligent acts of the Carrier, its contractors or subcontractors of every tier and their employees or agents. All deductibles or self-insured retention under required insurance coverage shall be the sole responsibility of the Carrier.

- 7.5 If any policy required of the Carrier is canceled or materially modified, written notice thereof shall be given to Shipper at least thirty (30) calendar days in advance. If any policy required of the Carrier's contractors or subcontractors is cancelled or materially modified, written notice there of shall be given the Carrier immediately.
8. Cargo Liability. Carrier's liability for loss or damage to goods shall be governed by 49 U.S.C? 14706.
9. Indemnification. Except as otherwise specifically provided in the Agreement with regard to cargo loss and damage liability, Carrier shall indemnify Shipper (including its officers, directors, employee and agents) and hold Shipper harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses(including reasonable legal fees) to the extent proximately caused by or resulting from negligence or intentional acts of Carrier, including its employees or agents, in connection with the performance of this Agreement or the Services. The pervious sentence, however, shall not apply to the extent that such claims, liabilities, losses, damages, fines, penalties, payments, costs or expenses are proximately caused by or result from the negligence or intentional acts of Shipper, including its employees or agents.
10. Governing Law. This Agreement is deemed make in St. Louis County, Missouri. Except to the extent that such laws are preempted by reason of 49 U.S.C? 14501© or other federal law, this Agreement shall be interpreted in accordance with the laws of the State of Missouri, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction. Carrier consents to the personal jurisdiction of the Courts of the State of Missouri. The Parties agree that the Circuit Court of St. Louis County, Missouri shall be the exclusive venue and forum for resolving any disputes under this Agreement.
11. Notices. Notices shall be sent to the Parties at the addresses stated below to the attention of the respective signatory of this Agreement.
12. Term. This Agreement shall commence on the date stated above and, except as otherwise provided in this Agreement, shall continue in full force and effect for a period of two years or until terminated with or without cause, by written notice given to the other party not less than ninety (90) days before the date of termination. Upon the expiration of the initial two year term, this Agreement shall automatically renew for

successive two year terms unless written notice of intent to not renew is provided at least ninety (90) days prior to the expiration of the initial term or a renewal term.

13. No Agency. Carrier shall not enter into any contract, undertaking or agreement of any nature as an agent of Shipper, nor shall it agree to incur any liability of any nature whatsoever on behalf of Shipper except with prior written authorization by Shipper.

14. It is agreed that this Agreement supersedes any and all other contracts for truckload freight between Shipper and Carrier and this Agreement may be executed in counterparts and by facsimile, and that the fully executed facsimile copies shall be an enforceable, binding agreement.

WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the Effective Date first written above.

D&D TRUCKING AND SERVICES
(Shipper)

(Carrier)

By its Designated Contact:

By its Designated Contact:

Signature: _____

Signature: _____

Printed Name: Stacy Gasser

Printed Name: _____

Title: Dispatch

Title: _____

Address: 5191 Kill Rd

Address: _____

Delphos, OH 45833

Telephone: 419-692-0062 EXT 1007

Telephone: _____

Facsimile: 419-715-0470

Facsimile: _____

STANDARD EQUIPMENT INTERCHANGE AGREEMENT

This Equipment Interchange Agreement is entered into as of this ____ day of _____ 20__ by and between D & D Trucking and Services Inc. and _____ for the purpose of governing the interchange of trailer, chassis, or other equipment between them at the location(s) shown on Appendix A. An Interchange need not be double, i.e. one item of equipment for another, but may be single as when one party takes possession of equipment from the other without surrendering equipment of its own. The term "Using Party" shall refer to the party utilizing equipment delivered by the other part and the term "Owning Party" shall refer to the party who delivers the equipment for utilization during the interchange period. References below to "equipment" include tired, tubes and other accessories delivered by the Owning Party with, in, on, or in connection with the trailer body or chassis being interchanged.

- 1. Inspection Report:** Each time equipment is delivered for interchange and each time equipment is returned, the parties shall execute an inspection report and receipt (the "Report"), showing the date and time of interchange/return, the condition of the equipment, the description and number of removable items/equipment (such as tarpaulins, spreader bars and chains; and components required to be installed on the equipment regardless of load need not be reported), any damaged condition of any cargo on board (to the extent known and if not already indicated elsewhere) and other related information. The current form of the Report is attached hereto as Appendix B, but the Owning Party may change the form at any time. There must be at least one original of the Report, which Owning Party is entitled to keep, Using Party may retain a copy. The Report will bind the parties, provided that any conflict between the form of the Report and any provision of this Agreement will be resolved in favor of this Agreement. The Using Party nonexclusively authorizes any and all of its drivers, employees, agents or representatives, who will take possession of interchanged equipment to inspect the equipment, execute the Report and accept interchange of the equipment on behalf of Using Party, and return the equipment on behalf of Using Party at the end of the interchange period.
- 2. Using Party Responsible for Equipment:** Interchange of equipment does not create any employment or agency relationship between the Owning Party and the Using Party. The Using Party shall have full responsibility for each interchanged item of equipment and all events involving each interchanged item of equipment from and after the earlier of (a) execution of the Report or (b) the moment the equipment comes into possession of any of Using Party's drivers, employees, agents, representatives, lessees or contractors, until Owning Party has accepted return of the equipment. During the interchange period, the Using Party shall maintain full possession, custody and control of the equipment in the absence of written permission to the contrary from Owning Party, but and if under any circumstances Using Party surrenders possession of the equipment to another party, Using Party shall remain responsible to Owning Party under this Agreement to every extent as if it had retained full possession.

OWNING PARTY HEREBY DISCLAIM, AND USING PARTY HEREFY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ITS DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OWNING PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE CONDITION OF THE EQUIPMENT OR ANY ACTION OR INACTION OF OWNING PARTY, AND USING PARTY HEREBY IRREVOCABLY WAIVES AND DISCLAIMS ANY SUCH DAMAGES AND RELEASES OWNING PARTY THEREFROM. Neither Using Party nor Owing Party shall be required to accept from the other any equipment, which is discovered to be unsafe in any manner upon inspection prior to delivery; when Using Party accepts the equipment, however, it operates the equipment at its own risk.

- 3. Possession, Use and Maintenance of Equipment:** Using Party will use the equipment only for, or incidental to, the transportation of commodities (non-hazardous, except with Owing Party's prior written consent) in lawful commerce. Using Party will maintain the equipment, and return it to Owing Party, in the same condition as received, reasonable wear and tear accepted. Reasonable wear and tear does not include damage; Using Party shall at its cost repair any damage occurring during the interchange period. Using Party will comply with good operating procedures, industry standards and all applicable regulations and insurance policy conditions when operating, using, possessing, maintaining or repairing the equipment.

If any maintenance or repair is estimated to exceed \$100, Using Party will advise Owing Party (including a commitment on labor rate and material charges), and Owing Party shall have the option to arrange for maintenance/repair itself. If Owing Party chooses to make the arrangements itself, Using Party will promptly return the equipment as required hereunder except without the maintenance or repair having been performed, and pay Owing Party the amount of the estimate Using Party had furnished. When the maintenance/repairs completed, Owing Party will refund any amount by which the estimated cost paid exceeds the price Owing Party was actually charged, or will invoice, and Using Party will promptly pay any amount by which the price Owing Party was actually charged exceeds the estimated cost paid assuming there to be reasonable justifications for the extra cost. There is one exception to this payment procedure. The cost of maintenance or repair in excess of \$100 that is required solely because of reasonable wear and tear shall be borne by Owing Party regardless of who arranged it under this paragraph, provided Owing Party was given the option described in the first sentence; if Owing Party does not elect to arrange for the work itself Using Party will invoice Owing Party for the excess cost when the work is completed, enclosing all documents necessary to show proper completion of the work, and if Owing Party does elect to arrange for the work itself Using Party will not be required to pay the thereof over \$100. In no event will this paragraph ever be applied in a manner, which would require Using Party to operate equipment discovered to be unsafe before it is required to a safe condition.

Using Party shall timely pay and perform, and indemnify Owing Party against, all fees, taxes, tolls, charges, fines, forfeitures and assessments, all obligations and all liabilities for damage or loss to anyone's property (including but not limited to the equipment itself) or loss, injury or death to persons,

arising from or in connection with Using Party's or anyone else's possession, use or operations of the equipment during the interchange period. If cargo was in the equipment at the point of interchange, Using Party from that time forward assumes full responsibility for it (and if other cargo is loaded during the interchange period Using Party has full responsibility for that cargo), including unloading of the cargo except if and to the extent Owing Party unloads provided that if Owing Party accepts return of the equipment with cargo aboard, Owing Party assumes responsibility for that cargo from and after the point of return. Using Party indemnifies Owing Party against any loss, expense, damage or claim suffered by Owing Party due to cargo loss, theft or damage occurring during the time Using Party is responsible for the cargo. Using Party shall promptly inform Owing Party of any accident, damage, theft or loss involving the equipment or its cargo.

The equipment shall be returned to Owing Party promptly following its unloading, at the location directed by Owing Party prior or at the commencement of the interchange or, if no such direction be given the location in which it was delivered to Using Party or such other location as is agreeable to both parties. The equipment shall be returned (in the absence of Owing Party's agreement to accept it with cargo), clean and uncontaminated and otherwise in proper condition at Using Party's cost. If Using Party fails to return the equipment on the date and in the location and condition required, Owing Party may utilize self-help and any other remedy allowed by law to obtain possession of the equipment position it in the appropriate location and place it in the required condition and Using Party indemnifies and holds harmless Owing Party for all cost expense and liability in connection therewith including attorney's fees and forum costs. In addition to and not exclusion of the foregoing all of Using Party's obligations with respect to the equipment shall continue until such time as Owing Party possesses the equipment in the proper condition and location ("Return"), and Using Party shall pay to Owing Party a per diem usage fee of \$ 0 from the day required Return until the day Return occurs.

4. **Insurance:** Using Party represents warrants and covenants that it has and will keep in effect one or more policies of liability insurance providing standard legal liability coverage as required by the U.S. DOT and any other applicable authority and will maintain the greater or \$1,000,000 combined single limit or that minimum level or coverage in effect and covering events involving the equipment at all times, even when the equipment is not being used to transport cargo. Using Party shall also have cargo liability insurance in effect any time cargo being handled transported in satisfaction or any applicable requirements of the aforementioned authorities and if none is require in the minimum amount of \$65,000. Using Party shall at all times maintain one or more policies of physical damage insurance covering the equipment against all risks, fire, theft, collision and similar events to the same extent of such coverage Using Party has for its own equipment. Owing Party shall be made an additional insured and as to the physical damage coverage the loss payee as its interest may appear. At Owing Party's option coverage required by this paragraph shall be confirmed to Owing Party by a satisfactory insurance certificate and Using Party shall give a new certificate to Owing Party as necessary to properly reflect the coverage throughout the term of this Agreement. Using Party shall cause its insurers to commit to give Owing Party at least thirty days' prior written notice of any cancellation or material adverse change in any of the coverage's.

5. **Term:** This Agreement shall continue indefinitely until terminate with or without cause by either party upon ten (10) days prior written notice to the other. Using Party shall return all interchange equipment to Owing Party on the date this Agreement terminates if not sooner required hereunder.
6. **Loss of Equipment:** If during the interchange period the equipment is lost, stolen or destroyed, Using Party will pay Owing Party the greater of Owing Party's depreciated book value of the equipment of the then current replacement value of the equipment plus \$100. Owing Party will furnish a statement of the amount Using Party owes under this paragraph within 30 days of notification of the loss, theft or destruction. Using Party shall pay the amount owed within 30 days of Owing Party's delivery of the statement. Owing Party shall have the option whether to accept return of the equipment and deduct salvage value from the amount owed by Using Party or surrender title to the equipment to Using Party upon payment of the full amount owed by Using Party plus any other amounts accrued but unpaid under this Agreement.
7. **Miscellaneous:** This agreement represents the entire agreement of the parties with respect to the subject matter hereof and may not be amended except in a writing executed by both parties. This Agreement shall be governed by the laws of the state of Florida excepting any conflicts of law provisions thereof, which might result in the application of the laws of another jurisdiction. Any costs of enforcing this agreement including attorneys' fees and forum costs shall be reimbursed.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed

By: Stacy Gasser

By: _____

Name: Stacy Gasser

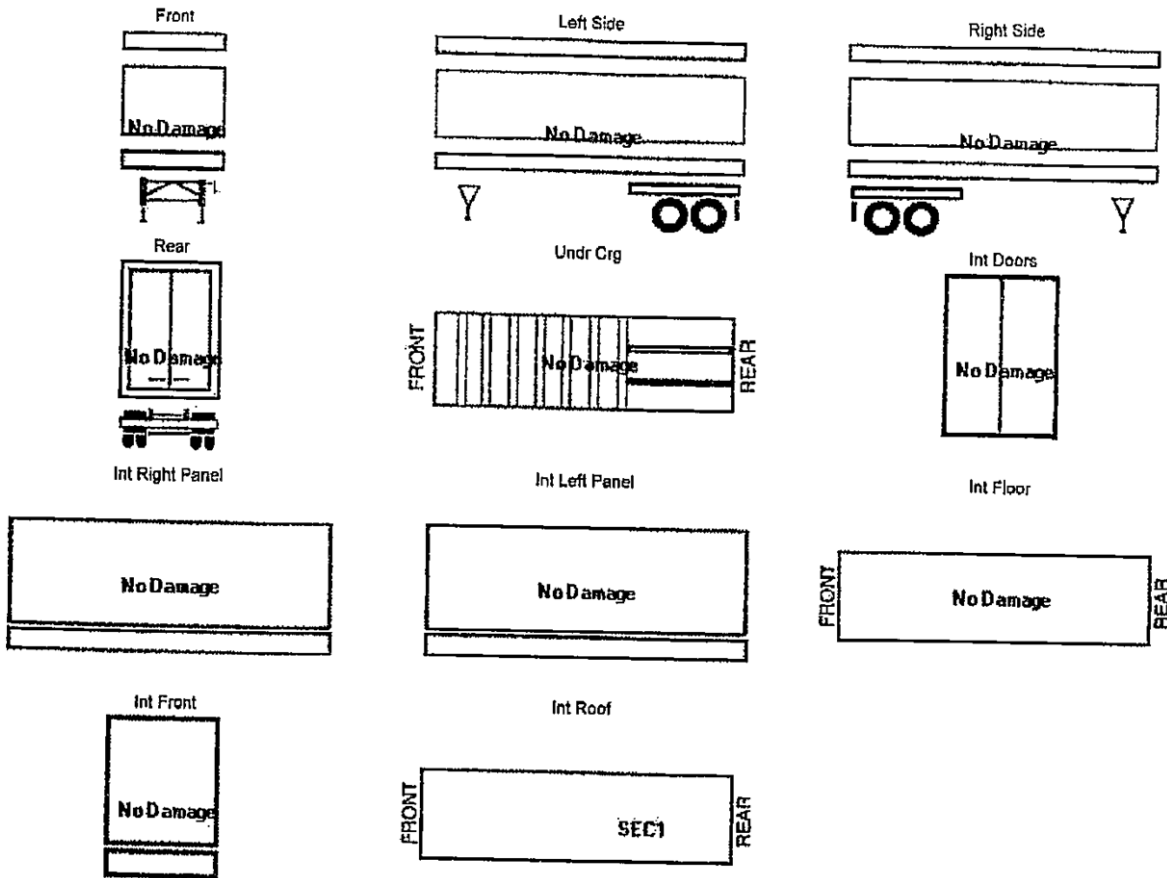
Name: _____

Title: Dispatch

Title: _____

Date: _____

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		No Damage	Undr Crg		No Damage	Int Floor		No Damage
Left Side		No Damage	Int Doors		No Damage	Int Front		No Damage
Right Side		No Damage	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

[REDACTED]



CELL PHONE USE POLICY

(Revised March 1, 2017)

Effective January 3, 2012, the Federal Motor Carrier Safety Administration and Pipeline and Hazardous Materials Safety Administration adopted a Final Rule restricting the use of hand-held mobile telephone devices while operating a commercial motor vehicle.

In order to comply with this new Rule and effective immediately, no common carrier or independent contractor driver accepting a load from **D&D Trucking and Services, Inc.** may use a hand-held mobile telephone device while operating a commercial motor vehicle. By accepting a load from **D&D Trucking and Services, Inc.**, you agree to inform and ensure compliance by your driver of this policy. To use hand-held mobile telephone device shall include, but is not limited to: making a telephone call; receiving or answering a telephone call; sending a text message; or reading a text message from a hand-held mobile telephone. In addition to any penalty which is imposed by the Federal Motor Carrier Safety Administration or the Pipeline and Hazardous Materials Safety Administration, you agree to indemnify and hold harmless **D&D Trucking and Services, Inc.** from any and all fines and penalties, including reasonable attorney's fees, incurred by **D&D Trucking and Services, Inc.** as a result of your violation of this policy or the Regulations of the Federal Motor Carrier Safety Administration and Pipeline and Hazardous Materials Safety Administration.

By your signature below, you acknowledge that you have received, read, and understand a copy of this policy statement, that you agree to not use, or let any employees use, a hand-held mobile telephone device while operating a commercial motor vehicle in violation of this policy or any Regulations adopted by the Federal Motor Carrier Safety Administration and Pipeline and Hazardous Materials Safety Administration.

Please complete and sign below. Return by mail, email or fax.

Thank you

Name of Carrier

By

Date

Print Name



5191 Kill Rd
Ph 419.692.0062

Delphos OH 45833
FX 419.715.0470

Welcome! We look forward working with you. As a new carrier for us, we need your information so we can enter you into our system. Please email or fax us the following information to (419)715-0470:

- ✓ Please fill out attached carrier profile for our records.
- ✓ **A signed W-9 form**
- ✓ **A copy of your Worker's Compensation Insurance cert. If you don't have one we will need a signed letter explaining why you are claiming exemption.**
- ✓ **A copy of your Motor Carrier's Authority (letter declaring your MC or USDOT #)**
- ✓ **A copy of your insurance faxed from your insurance company listing us as the certificate holder and additional insured using the address listed here:**

**D & D Trucking and Services Inc.
5191 Kill Rd
Delphos OH 45833
Fax: (419) 715-0470**

Insurance Requirements are:

- Auto Liability or General Liability: \$1,000,000
- Cargo: \$100,000
- Hazardous material liability: \$5,000,000 (if permitted)
- Hazardous Cargo: \$100,000 (if permitted)
- 30 day written notice before date of cancellation

- ✓ A copy of your hazmat certificate (if permitted)
- ✓ A copy of your surety bond (if operating as a broker)

Please send all invoices to the following address for payment:

(We prefer scanned files via email but will accept fax/paper copy.)

D & D Trucking and Services Inc

5191 Kill Rd
Delphos OH 45833

Phone # (419) 692-0062 X 1007
Fax # (419) 715 0470

We look forward to conducting business with you in the years ahead! Thank you in advance for sending us all your information. If you have any questions about our carrier requirements please feel free to contact us directly at (419) 692-0062 x: 1007 or email dispatch@d-dfeed.com. All invoices and supporting paperwork should be emailed to truckpay@d-dfeed.com or faxed to 419-715-0470 for faster processing.

D & D Office use only
Approved D & D Carrier

Carrier Profile

*Please Print Legibly!

Company Information

Carrier Name: _____

Payment Address:

Physical Address:

MC # _____ DOT # _____

Federal EIN # _____

Main Phone _____

Fax _____

Secondary Phone _____

after hrs/Emergency _____

Email _____

Website: _____

Main Contact _____

A/R Contact _____

Freight Contact at D & D _____

Insurance Information

Insurance Company _____

Insurance Agent _____

Phone _____

Fax _____

Equipment Information (Types of Trailers and number of each)

_____ Hoppers _____ Flat Beds _____ Dry Vans _____ Refer _____ End Dumps _____ Auger

_____ Container _____ Pneumatic Convertible _____ Belt _____ Walking Floor

_____ Livestock _____ Tanker _____ Step Deck _____ Other: _____

****Additional information besides required paperwork is appreciated. Please send with profile.****

D & D Office use only:

Approved: Y/N

Date _____

SAFER Rating _____



5191 N Kill Rd
Delphos OH 45833
PH 419 692-0062 FX 419 715-0470
dispatch@d-dfeed.com

February 1, 2021

Company Name: _____
Company Address: _____
Company City ST Zip: _____

Dear Sir or Madam:

This is to advise you that **D&D Ingredient Distributors Inc** requires all individuals and/or companies that transport products to our company to certify that said products do not contain any Restricted Use Protein Products (RUPP) also known as Prohibited Mammalian Protein Products as defined by the Food & Drug Administration (FDA) under 21 CFR Part 589.2000, effective August 4, 1997 and do not contain Cattle Material Prohibited in Animal Feed (CMPAF) as defined under part 589.2001.

Even though you may not manufacture, distribute or ship RUPP or CMPAF, we require this certification from you with respect to possible contamination of your product from incoming and outgoing transportation such as railcars and trucks, including not only your own equipment but also trucks and railcars of others. Attached is a copy of the FINAL RULE from FDA for 21CFR 589.2001, Cattle Materials Prohibited in Animal Feed (CMPAF).

The list of the Restricted Products that are covered by this regulation is included in **Attachment A**.

We ask you to sign the attached **Letter/Agreement** in the space provided, to help you respond to this request,

Thank you very much for agreeing to our request for this certification. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'John Miller', written in black ink.

John Miller, President.

D&D Trucking and Services Inc

AGREEMENT OF COMPLIANCE

(Attachment A)

FDA Regulation 21 CFR 589.2000 and Part 589.2001

FDA Regulation 21 CFR 589.2000 and Part 589.2001 are designed to prevent the establishment and amplification of Bovine Spongiform Encephalopathy (BSE) through animal feed. The regulation prohibits the use and any inclusion of certain proteins derived from mammalian tissue in feeding ruminant animals. An example is meat and bone meal made from cattle.

Ruminant animals are any animals with a four-chambered stomach including cattle, goats, sheep, buffalo, elk and deer.

A list of Prohibited Ruminant Protein Products (**RUPP**) is contained in the following:

Banned and Prohibited Ruminant Protein Material and Ingredients*

Meat	Dehydrated Garbage	Animal Liver
Dried Meat Solubles	Meat By-Products	Meat Meal
Meat & Bone Meal	Fleshings Hydrolysate	Meat Meal Tankage
Meat & Bone Meal Tankage	Animal By-Product Meal	Hydrolyzed Leather Meal
Glandular Meal	Hydrolyzed Hair	Unborn Calf Carcasses
Extracted Glandular Meal	Cooked Bone Marrow	Leather Hydrolysate
Animal Digest	Mechanically Separated Bone Marrow	Stock
Meat Protein Isolate	Bone Meal, steamed	Beef Tallow
Bone Meal (cooked)	Dehydrated Food-Waste	

* Identified by the Association of American Feed Control Officials (AAFCO)

The following **mammalian protein products** are **exempt** from this regulation:

Blood	Blood Products
Milk	Milk Proteins
Pure Porcine (pork) Protein	Pure Equine (horse) Protein
Gelatin	

The following **non-mammalian protein products** are **exempt**:

Poultry	Marine (fish)	Vegetable
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The following animal by-products are also **exempt** because they are not protein or tissue:

Grease	Fat	Amino Acids
	Oil	Dicalcium Phosphate

AGREEMENT OF COMPLIANCE

We certify that all equipment used to **handle and / or transport products** to **D&D Ingredient Distributors Inc.**, by our firm do not contain any Restricted Use Protein Products (RUPP) as defined under 21CFRPart 589.2000 and/or Cattle Material Prohibited in Animal Feed (CMPAF) as defined under Part 589.2001. We certify that we have safety measures and procedures in place to ensure that contamination of your shipment cannot take place by RUPP and/or CMPAF during **handling** and **shipment**.

We certify that the Transportation Equipment used to transport product and material to **D&D Ingredient Distributors Inc.**, where such Equipment (including railcars, bulk shipment trucks and straight trailers for pallets and containers) has previously handled and/or transported **RUPP and/or CMPAF** has been properly washed and cleaned to assure that there is no co-mingling and/or contamination by **RUPP and/or CMPAF** or the potential thereof of **any products** shipped to **D&D Ingredient Distributors Inc.**

We certify that any trailer or other equipment that has handled and/or hauled any **RUPP and/or CMPAF**, prior to being loaded with material for **D&D Ingredient Distributors Inc.**, will be washed at a qualified Wash Facility. In addition, a Wash Certificate will be obtained from the Wash Facility.

We further understand that a copy of the Wash Certificate (when required) must be presented to the **Receiving Department** of **D&D Ingredient Distributors Inc** prior to unloading. Otherwise the load will be refused.

We further certify that this Letter/Agreement will cover all future sales and shipments until I / we provide written notification along with 60 days notice to you that this **Letter/Agreement** is no longer in effect.

AGREED:

Company Name: _____
Company Address: _____
Company City ST Zip: _____

BY _____ Date _____

Name (printed) _____

Title _____

Phone _____



5191 N Kill Rd
Delphos OH 45833
PH 419 692-0062 FX 419 715-0470
dispatch@d-dfeed.com

AGREEMENT OF COMPLIANCE

(Attachment B)

FDA Regulation 21 CFR 589.2000 and Part 589.2001

Subpart O

Sanitary Transportation of Human and Animal Food

April 24, 2017

All Vehicles used for hauling animal food ingredients for D&D Trucking and Services are subject to the following requirements in order to be compliant with the **Sanitary Transportation Act of Human and Animal Food** unless claiming an allowable exemption. Documented proof of any and all claimed exemptions must be on submitted to and on file with D&D Trucking and Services before transporting of any product will be allowed.

- The Carrier will inspect and confirm all trailers are clean and free of contaminates prior to arrival at the shipper facility. If required, the driver will provide upon request a copy of the Bill of Lading from the previous load hauled and/or a washout receipt from a **certified washout facility**.
- Inbound shipments to D&D Ingredient **MUST BE SEALED** upon arrival and those that arrive not seal will be subject to rejection.
- An employee or designee is the only one authorized to break/remove the seal from an inbound vehicle.
- The seal numbers applied to the load must match those recorded on the BOL.
- Loading or off-loading may not commence until shipment documentation has been reviewed and transport conveyance condition has been confirmed as acceptable for the sanitary transportation of animal food.
- Vehicles found to be unsuitable are subject to rejection and wash out. Wash receipts must be presented prior to loading, if deemed necessary, to bring vehicle into compliance. Vehicles will be re-inspected following cleaning and deemed clean, dry and suitable for loading.



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Subpart O

Sanitary Transportation of Human and Animal Food

April 24, 2017

- Non-Conformances found during the inspection and loading or unloading process are subject to Corrective Action/Preventive Action (CAPA) if deemed to be appropriate.

AGREED:

Company Name: _____
Company Address: _____
Company City ST Zip: _____

BY _____ Date _____

Name (printed) _____

Title _____

Phone _____