

CARRIER SETUP PACKET

PLEASE COMPLETE AND SEND THE FOLLOWING DOCUMENTS TO

DOUG ANDRUS DISTRIBUTING LOGISTICS

FAX 208-227-1627

CHECKLIST OF DOCUMENTS PLEASE INDICATE THAT THE FOLLOWING DOCUMENTS ARE INCLUDED:

_____ OPERATING AUTHORITY

_____ W-9

_____ BROKERAGE AGREEMENT COMPLETELY FILLED OUT AND SIGNED (please initial each page)

_____ CARRIER PROFILE

_____ COPY OF INSURANCE CERTIFICATE SHOWING DOUG ANDRUS DISTRIBUTING LLC, 6300 S 45TH W
IDAHO FALLS, ID 83402 AS A CERTIFICATE HOLDER

LET LOADS FIND YOU!



BE ALERTED TO NEW LOADS VIA DAD'S (DOUG ANDRUS
DISTRIBUTING) EMAIL LOAD DISTRIBUTION LIST, AND TAKE PART IN LANE BIDS AND FREIGHT AWARDS!!

YES! INCLUDE ME IN DAD'S EMAIL LOAD AND FREIGHT BID LIST MY EMAIL ADDRESS IS:

CALL US IF YOU HAVE ANY QUESTIONS! 800-613-3936

CARRIER PROFILE

COMPANY INFORMATION

Federal ID# _____ MC# _____ Duns# _____

Company Name: _____ DBA: _____

Main Address: _____

City: _____ State: _____ Zip: _____

Main Phone: _____ Dispatch Phone: _____

Fax: _____ Operations Manager or Supervisor Phone: _____

After Hours & Weekend Contact Phone: _____

Email address or addresses of company dispatch or supervisors:

Accounts Receivable Contact Phone: _____ Email Address _____

Insurance Carrier: _____ Phone: _____ Fax: _____

Factoring Company Yes ___ No ___

Factoring Company Name: _____ Factoring Address: _____

Factoring Company City, State, ZIP _____

FLEET EQUIPMENT PROFILE

NUMBER OF:

TRACTORS: _____ REEFER TRAILERS _____ VANS _____ FLATBEDS _____

SPECIALIZED _____

***COMMUNICATION METHODS WITH DRIVERS Satellite ___ Cell ___ Other ___

This application completed by Name: _____ Title _____



BROKER-CARRIER AGREEMENT

This Broker – Carrier Agreement is dated this _____ day of _____, 20____, and is between DOUG ANDRUS DISTRIBUTING, LLC, a Delaware Limited Liability Company (“BROKER”), and _____, a Registered Motor Carrier (“CARRIER”).

The BROKER and CARRIER may be collectively referred to as the “Parties”.

1. BROKER REPRESENTS AND WARRANTS THAT:

Broker represents and warrants that it is duly registered with FMCSA as a property transportation broker pursuant to 49 U.S.C. §13904. BROKER’s license number is MC-123310.

2. CARRIER REPRESENTS AND WARRANTS THAT:

2.1 CARRIER makes the representations that follow for the purpose of inducing BROKER to enter into this agreement.

2.2 CARRIER is a Registered Motor Carrier of Property authorized by the Federal Motor Carrier Safety Administration (“FMCSA”) or its predecessors within the U.S. Department of Transportation. (Permit/Certificate No. DOT- _____ and MC- _____). CARRIER will notify BROKER in writing immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership.

2.3 CARRIER does not have an “Unsatisfactory” or “Conditional” safety rating issued by the FMCSA, U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”.

2.4 CARRIER is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers’ compensation.

2.5 CARRIER shall transport the property under its own operation authority identified in paragraph 2.2 of this agreement. ~~CARRIER shall not transport the property under the authority of any other motor carrier or entity.~~

2.6 CARRIER shall not re-broker, co-broker, assign, or transfer the shipments hereunder (i.e. double broker), without prior written consent of BROKER. If CARRIER breaches this provision, CARRIER agrees that BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. In that event, CARRIER shall not be released from liability to BROKER under this Agreement and CARRIER agrees to be liable for any consequential damages incurred by the BROKER that may come as a result of a breach of this provision.



- 2.7 CARRIER agrees that all loads tendered to it by BROKER are considered exclusive-use or full truckload (FTL) or (TL) only, unless otherwise agreed to in writing. CARRIER agrees that if it breaches this provision it will be liable for any damages (consequential damages included) that result from combining or attempting to combine a third party's load with the BROKER's tendered load.
- 2.8 CARRIER is an independent contractor and as such is solely responsible for any and all management, discipline, and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. BROKER has no right to discipline or direct the performance of any driver and/or employee and/or agent of CARRIER. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time. CARRIER represents and agrees that at no time and for no purpose shall it represent to any part that it is anything other than an independent contractor in its relationship to the BROKER.
- 2.9 CARRIER agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading is erroneous and, if it occurs, shall be deemed to have been inserted for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a independent contractor motor carrier.
- 2.10 CARRIER authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- 2.11 To the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKERS customer because of CARRIER's use of non-compliant equipment.

3. BROKER RESPONSIBILITIES:

- 3.1 TENDER LOADS. BROKER agrees to solicit and make efforts to obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER and will offer the CARRIER at least one (1) load/shipment under this agreement. If BROKER fails to tender at least one load within one (1) year of the signing of this agreement, then the agreement will be void. In that event, CARRIER will have no cause of action against the BROKER but will be released from the agreement, as will the BROKER. When BROKER finds a load for CARRIER, BROKER shall inform CARRIER of (a) the place of origin and destination of all shipments; and (b) if applicable, any special shipping instruction, and/or special equipment requirements.
- ~~3.2 BILLING. BROKER agrees to conduct all billing services to shippers or other parties responsible for payment. CARRIER~~
agrees to invoice BROKER for the CARRIER's charges, as mutually agreed in writing, or by written electronic means, contained in BROKER's Load Confirmation Sheet(s), which are incorporated herein by reference.
- 3.3 PAYMENT TO CARRIER. The Parties agree that BROKER is solely responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not excuse BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 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. CARRIER shall not seek payment from Shipper or other third party responsible for payment if such party can prove payment has been made to BROKER.

3.4 MAINTENANCE OF SURETY BOND. BROKER shall maintain a surety bond/trust fund as required by law and on file with the FMCSA in the form and amount not less than that required by that agency's regulations.

3.5 SCOPE OF BROKERS DUTIES. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of shipper's freight.

4. CARRIER RESPONSIBILITIES:

4.1 EQUIPMENT. Subject to its representations and warranties contained herein, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. CARRIER will utilize equipment which is sanitary and suitable for the commodity being transported.

4.2 BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 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 delivery 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 and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

4.3 LOSS & DAMAGE CLAIMS.

4.3.1 CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.

4.3.2 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.

4.3.3 CARRIER's indemnification liability described in this agreement for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under 4.3.2 above.

4.3.4 Except as provided herein (see 2.6 and 2.7), 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.

4.3.5 Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer



settlement within this 30 day period shall be deemed an admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

4.4 INSURANCE. 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 agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with 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 limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

4.5 DUTY TO INDEMNIFY. CARRIER shall defend, indemnify, and hold BROKER harmless from any and all liability or claims for loss or damage to any freight in the possession and/or control of CARRIER in connection with transportation under this Agreement, and any and all liability or claims for personal injury or death or property loss or damage arising out of the acts or omission of CARRIER's drivers, employees, and/or agents in providing transportation under this AGREEMENT. CARRIER's obligation to defend shall include all of BROKER's costs of defense as they accrue. CARRIER also understands that its obligation to defend as described in this provision shall survive any future termination of this agreement.

4.6 ASSIGNMENT OF RIGHTS. CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

4.7 TAX AND EMPLOYMENT OBLIGATIONS. As an independent contractor, CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

5. MISCELLANEOUS:

5.1 NON-EXCLUSIVE AGREEMENT. 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.

5.2 FREIGHT RATES. For all shipments tendered by BROKER and accepted by CARRIER under this agreement, the rates, charges, and fees for transportation services shall be set forth in a Load Confirmation Sheet in a form provided by BROKER or one of BROKER's agents. Such rates and charges may be established or amended verbally (by telephone or other means) in order to meet specific shipping schedules, but such verbal agreements shall be confirmed in writing prior to loading of CARRIER's truck with the property for transportation. Such written Load Confirmation shall include the charges for the shipment and shall also contain, as applicable, the conditions and any additional or accessorial services required to be performed. The Load Confirmation shall be sent by BROKER to CARRIER via computer generated facsimile transmission (FAX); electronic mail (EMAIL) or, alternatively, by First-Class Mail prior to loading a load. CARRIER represents and warrants that there are no other applicable rates or charges applicable to the transportation, including those contained in any tariff, terms and conditions, or bill of lading, except those established



In this Agreement or any Load Confirmation. For all shipments tendered by broker and accepted by CARRIER under this agreement, all detention, accessorial, and/or additional charges assumed by CARRIER must be immediately reported as they occur. Such charges and fees may be established verbally in order to meet specific shipping schedules, but must be confirmed in writing within 24 hours via a method described above in order to receive compensation. Failure to do so may result in exclusion from or reduction of compensation. CARRIER agrees and acknowledges that CARRIER's dispatchers and other personnel are authorized to enter into Load Confirmations with BROKER.

5.3 WAIVER OF PROVISIONS.

- 5.3.1 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.
- 5.3.2 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, or Title 49 U.S.C., the Parties expressly waive all rights and remedies they may have under the Act.

5.4 CONFIDENTIALITY AND THE PROHIBITION ON BACK SOLICITATION

- 5.4.1 Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER. When a load for a customer is tendered to CARRIER, and CARRIER learns the identity of such customer, CARRIER has ten (10) days after tender to challenge in writing why the customer should not be considered a BROKER customer for purposes of this Agreement. If the challenge is not made within this time period, CARRIER acknowledges that such customer is the customer of the BROKER for purposes of this Agreement.
- 5.4.2 In the event of breach of provision 5.4.1, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. BROKER may also seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- 5.4.3 In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- 5.4.4 In the event of violation of this Confidentiality section (section 5), 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 and expenses incurred, including but not limited to reasonable attorney's fees.

5.5 DISPUTE RESOLUTION

In the event of a dispute arising out of this Agreement, the parties consent and agree to the exclusive jurisdiction of the federal or state courts of Idaho in any action under this Agreement and that any such court in Idaho will be an appropriate forum for such action. Proceedings based upon loss, damage, injury or delay to property transported pursuant to this Agreement shall be initiated within two (2) years from the later of the dates on which the shipper or receiver claimant and the BROKER receive written notice of disallowance of claim from CARRIER.

5.6 APPLICABILITY OF FOREIGN LAWS. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

5.7 NOTICES

5.7.1 All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

5.7.2 The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

5.7.3 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.

5.8 CONTRACT TERM The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. 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 this Agreement.

5.9 SEVERANCE: SURVIVAL In the event any of the terms of this Agreement are determined to be invalid or unenforceable by a court or arbitrator, 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.

5.10 COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

5.11 FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

5.12 FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation,



war, riots, rebellion; acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

5.13 ENTIRE AGREEMENT. Except for rate confirmations and load stipulations that are expressed in a written Load Confirmation Sheet transmitted via FAX, EMAIL, or First-Class Mail (see 5.2), or unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

CARRIER: _____

BROKER: Doug Andrus Distributing, LLC

ADDRESS: _____

ADDRESS: 6300 S. 45th W., Idaho Falls, ID

TAX ID# _____

Signature _____

Signature _____

PRINT NAME _____

Mr. Lynn K. Fuhrman, Vice President of Sales

Title of Signatory _____

*Included
Signed in
Sgn*

Payment options:

Doug Andrus Distributing wants to be paperless. We pay via ACH direct deposit into your account at the agreed to pay terms of 30 days from receipt of your invoice and satisfactory submission of the bills of lading and other load paperwork as required. Please include the following to receive direct deposit of your funds at no additional charge.

Your banking institution:

Name: _____

Address: _____ City: _____ State _____

Phone: _____

Your banking representative name & phone _____

Your banks account # _____ Your bank routing # _____ (if you would rather have us contact your billing or accounts receivable representative just leave this blank)

Quickpay options:

Doug Andrus Distributing offers your money at your terms. We give you the flexibility to receive your money when you want it at the rate you want. Please select the following quick pay options that are available:

3% loading advance up to 40% and quickpay within 24 business hours of delivery (with all loading documents received clear with no exceptions)

YES _____ we want quickpay and driver advances.

No _____ we do not want quickpay ever and no driver advances



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
August 08, 2002

DECISION

MC-123310
DOUG ANDRUS DISTRIBUTING, INC.
IDAHO FALLS, ID
REENTITLED
DOUG ANDRUS DISTRIBUTING LLC

On July 22, 2002, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as DOUG ANDRUS DISTRIBUTING LLC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://fmcsa-li.volpe.dot.gov>. Any other questions regarding the action taken should be directed to (202)358-7028/7029.

Decided: August 05, 2002
By the Federal Motor Carrier Safety Administration.

Terry Shelton, Director
Office of Data Analysis & Information Systems

OP-AEA-25
(Rev. 5/83)

INTERSTATE COMMERCE COMMISSION
LICENSE

SERVICE DATE
JAN 19 1984

No. MC-123310 Sub 27(B)

DOUG ANDRUS DISTRIBUTING, INC.
IDAHO FALLS, ID

This license is evidence of the applicant's authority to engage in operations as a broker.

This authority will become effective only when applicant has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document and will be valid as long as the applicant maintains compliance with the above requirements.

By the Commission.

JAMES H. BAYNE
Acting Secretary.

(SEAL)

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

PH-31
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

PERMIT

No. MC-123310 Sub 29

DOUG ANDRUS DISTRIBUTING, INC.
(Idaho Falls, ID)

SERVICE DATE
AUG 7 1986

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)¹; and for passenger carriers, tariffs or schedules (49 CFR 1300 through 1310).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation services to be performed is described on the reverse side of this document.

By the Commission.

Wanda H. McJee
Secretary

(SEAL)

¹While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

No. MC-123310 Sub 29

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except classes A and B explosives and household goods), between points in the United States (except Alaska and Hawaii), under continuing contract(s) with commercial shippers or receivers of such commodities.

VF-488-29
(Rev. 5/83)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE

MC-123310 Sub 27(A)

JAN 19 1984

DOUG ANDRUS DISTRIBUTING, INC.
IDAHO FALLS, IDAHO

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

(SEAL)

JAMES H. BAYNE
Acting Secretary.

MC-123310 Sub 27(A)

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except classes A and B explosives and household goods), between points in the United States,