

# STEVENS WEST, INC.<sup>®</sup>

*Your Freight • Our Commitment • We Deliver<sup>™</sup>*

***Specializing in Flatbed & Dropdeck Truck Shipments***

Dear Carrier:

Thank you for your interest in doing business with Stevens West. In order to comply with FMCSA requirements for brokers, we request the following information from your company:

- Contract Carrier Authority
- Copy of most recent FMCSA Safety Compliance Rating
- Proof of Cargo, Liability & Workman's Comp. Insurance listing Stevens West as the certificate holder
- Copy of Cargo Insurance Exclusion page
- Completed Form W-9, including Federal ID Number
- Signed Broker-Contract Carrier Agreement

Please call me at 303-526-9999 if you have any questions or would like more information. Thank you for your cooperation and we look forward to a long, prosperous working relationship with you in the future.

Sincerely,



Nathan Baumgardner

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**Specializing in Flatbed & Dropdeck Truck Shipments**

## **STEVENS WEST, INC. COMPANY PROFILE**

### Company Headquarters & Billing:

Stevens West, Inc.  
1212 Kerr Gulch Rd.  
Evergreen, CO 80439

*Phone:* 800-736-5315 or 303-526-9999

*Fax:* 303-526-1760

*Contacts:* Ron Gatzen, Owner ([ron@stevenswest.com](mailto:ron@stevenswest.com))  
Dispatch: Nathan Baumgardner ([nathan@stevenswest.com](mailto:nathan@stevenswest.com))  
Casey Windle ([casey@stevenswest.com](mailto:casey@stevenswest.com))

Billing questions: Kathy Lemuel ([kathy@stevenswest.com](mailto:kathy@stevenswest.com))

Stevens West, Inc. arranges truck transportation services for industrial companies across the country. Our company is built on a strong foundation of ethics and integrity. Our area of expertise is shipping all types of flatbed and dropdeck trailer freight - full loads and partial (LTL) loads. We also handle over-sized and over-weight shipments, as well as van shipments. We have the resources to help our customers ship throughout the U.S., Canada and Mexico. Our aim is to forge long-term customer relationships and trucking partnerships based on trust & mutual respect. We are active members in good standing of the Transportation Intermediaries Association (TIA). For more information, please visit us at [www.stevenswest.com](http://www.stevenswest.com).

**BROKER-CONTRACT CARRIER AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, MC-\_\_\_\_\_, hereinafter referred to as "CARRIER" and Stevens West, Inc., License No. MC-265773, hereinafter referred to as "BROKER".

CARRIER represents that it is a contract carrier, having appropriate required authority from any and all governmental agencies, and desires to retain the services of BROKER to obtain goods and merchandise for transporting as are offered by BROKER.

BROKER desires to avail itself of CARRIER'S motor carrier service.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herewith contained, IT IS HEREBY AGREED as follows:

1. BROKER will tender a series of shipments to CARRIER. CARRIER agrees to make equipment available on an "exclusive use" basis, or to meet the "distinct needs" of the BROKER'S freight.
2. CARRIER reserves the right to refuse to transport any shipment for any reason if deems reasonable before consignment; after consignment, however, CARRIER agrees to deliver each shipment pursuant to its ICC obligations.
3. The rate and other charges to apply to each shipment transported under this Agreement shall be set forth in the STEVENS WEST LOAD SHEET, attached hereto as EXHIBIT A, and issued by the BROKER within twenty-four (24) hours of the oral agreement. Unless objected to within twenty-four (24) hours of its receipt, CARRIER shall be conclusively presumed to have agreed that the terms and conditions set forth on such are fully and correctly stated.
4. CARRIER agrees to have insurance carrier forward a Certificate of Insurance showing liability and cargo insurance with Stevens West named as the certificate holder. CARRIER'S cargo insurance shall be in an amount sufficient to compensate BROKER, Owner, or Consignee for loss or damage to property transported. CARRIER also agrees to provide 15 days notice prior to the cancellation of insurance.
5. CARRIER shall be liable to Owner of cargo, Consignee, or BROKER for any loss or damage to the property or cargo while in the possession of or under the control of CARRIER. CARRIER further agrees to indemnify and save harmless BROKER from and against loss, damage, injury, including death, and/or claims, including the defense of any lawsuits which arise by the gross negligence of CARRIER in connection with the carriage of any and all commodities or operation of the motor vehicle equipment utilized by CARRIER herein under this Agreement.

6. CARRIER agrees to retain this BROKER-CONTRACT CARRIER AGREEMENT and each STEVENS WEST LOAD SHEET for a period of three years.

7. BROKER agrees to pay CARRIER for services rendered within 30 days of BROKER'S receipt of CARRIER'S invoice and clear, signed ORIGINAL BILL OF LADING and proof of delivery.

8. CARRIER shall not solicit traffic from any Shipper, Consignee, or Customer of BROKER during the term of this agreement and for a period of one year after. If CARRIER "back-solicits" BROKER'S Customers and obtains traffic, BROKER is entitled to a commission from the CARRIER of 15% of all transportation revenue received on such traffic movement.

9. This Agreement shall continue in full force and effect for a period of one (1) year, which term shall thereafter be deemed automatically renewed for successive year periods; subject, however, to the right of the parties hereto to cancel or terminate the same upon prior written notice to the other party.

10. The parties agree that, should either party resort to legal action to enforce the terms of this Agreement, the prevailing party in such legal action shall, in addition to all other relief, recover its actual attorney's fees and court costs.

11. In the event that legal action to enforce this Agreement shall become necessary, the parties agree that it shall be governed by the laws of the State of Colorado and that jurisdiction over the parties and subject matter of the dispute shall be appropriate in Jefferson County, Colorado.

12. The parties hereto agree that facsimile signatures may be affixed to this Agreement, and that once so affixed, shall be deemed to be of the same force and effect as original signatures.

IN WITNESS WHEREOF the parties have executed this Agreement, by and through their duly authorized representatives, as of the date set forth above.

STEVENS WEST, INC.

CARRIER: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

INTERSTATE COMMERCE COMMISSION

LICENSE\*

No. MC 265773 Sub 2

JOSEPH W. ZEIMENTZ  
d/b/a STEVENS WEST  
ENGLEWOOD, CO

SERVICE DATE  
MAY 5 1994

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

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the 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.

By the Commission.

(SEAL)

SIDNEY L. STRICKLAND, JR  
Secretary

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

No. MC 265773 Sub 2  
Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the United States.

\*This License cancels License No. MC 265773, issued September 24, 1993, acquired pursuant to FC 87293.

SERVICE DATE

FEB 8 1995

INTERSTATE COMMERCE COMMISSION

DECISION

MC 265773

JOSEPH W. ZEIMENTZ  
D/B/A STEVENS WEST  
ENGLEWOOD, CO

Reentitled

STEVENS WEST, INC.  
ENGLEWOOD, CO

Decided: FEBRUARY 03, 1995

On JANUARY 17, 1995, applicant filed a request to have the Commission's records changed to reflect a name change.

It is ordered:

The Commission's records are amended to reflect the carrier's name as STEVENS WEST, INC.

If it has not already done so, the carrier must amend (1) its insurance coverage for the protection of the public, (2) its designation of agents upon whom process may be served, and (3) its tariffs of schedules to reflect the new name.

By the Commission.

Vernon A. Williams  
Secretary

(SEAL)

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to average approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

Bond No. - 13337

FF No. -

Filer FMCSA Account Number: 28318

License No. MC-265773

KNOW ALL MEN BY THESE PRESENTS, that we, STEVENS WEST, INC.  
(Name of Broker or Freight Forwarder)  
 of 1212 KERR GULCH ROAD EVERGREEN CO 80439  
(Street) (City) (State) (Zip)  
 as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company  
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Arizona (hereinafter called Surety), are held and firmly bound unto the United States of

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 9th day of January, 2013, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36. Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 3rd day of October, 2013

**PRINCIPAL**

**STEVENS WEST, INC.**  
COMPANY NAME  
1212 KERR GULCH ROAD EVERGREEN  
STREET ADDRESS CITY  
CO 80439 303.526.9999  
STATE ZIP CODE TELEPHONE NUMBER

Ronald Gatzen, President  
*(type or print Principal officer's name and title)*  
*[Signature]*  
*(Principal officer's signature)*

Casey Windle  
*(type or print witness's name)*  
*[Signature]*  
*(witness's signature)*

**SURETY**

Bond No. 13337

Southwest Marine and General Insurance Company  
COMPANY NAME  
150 Northwest Point Blvd, 2nd FLR Elk Grove Village  
STREET ADDRESS CITY  
Illinois 60007 847-700-8100  
STATE ZIP CODE TELEPHONE NUMBER

Lisa Gelsomino, President/CEO  
*(type or print Principal officer's name and title)*  
*[Signature]*  
*(Principal officer's signature)*

Gabriela Craver, Underwriting Manager, Surety  
*(type or print witness's name)*  
*[Signature]*  
*(witness's signature)*



This BMC-84 bond form (revision date 9/26/2013) is provided pursuant to the requirements of MAP-21 and regulations promulgated by the FMCSA. It supersedes and replaces the previous BMC-84 form with the same serial number 13337, previously issued on the BMC-84 form that was approved for use at the time. The electronic filing of the BMC-84 will reflect the new required minimum of \$75,000 beginning 10/1/2013, which is the date on which the MAP-21 legislation takes effect. The FMCSA system requires the entry of an effective date of 10/1/2013 or later in order to reflect a financial responsibility amount of \$75,000. This replacement form is a technical correction issued to conform with the regulations. It does not increase the obligations of the surety beyond the amount reflected in this instrument.

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## STEVENS WEST CREDIT REFERENCES

1. Moore Brothers Inc. Phone: 800-627-6843  
84622 US Hwy 81 Fax: 402-371-9706  
Norfolk, NE 68701
2. D & R Trucking Phone: 800-530-5455  
PO Drawer J Fax: 620-672-2013  
Pratt, KS 67124
3. Emond Lumber Phone: 719-275-7991  
3355 E. Hwy 50 Fax: 719-275-1741  
Canon City, CO 81212
4. Parke Cox Trucking Phone: 800-242-0886  
396 N. Industrial Rd. Fax: 435-628-9324  
St. George, UT 84770
5. Mason Transportation Phone: 800-448-8829  
3720 S. Rocky Ford Canal Rd. Fax: 435-529-7007  
Aurora, UT 84620

### Banking Information

Bank of the West Phone: 303-674-6646  
3779 Evergreen Parkway Attn: Travis  
Evergreen, CO. 80439

[www.stevenswest.com](http://www.stevenswest.com)

1212 Kerr Gulch Road \* Evergreen, CO 80439 \* 303-526-9999 \* Fax 303-526-1760

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Dear Partner Carrier:

The Stevens West team is always looking for ways to better meet our partner carriers needs. We'd like to send you a nightly listing of our available freight *via e-mail*. Or you can also go to our website, [www.stevenswest.com](http://www.stevenswest.com) and register as a carrier and check our loads as often as you like. Please indicate below if you would like to be added to our list via e-mail by either emailing us the information below to [info@stevenswest.com](mailto:info@stevenswest.com) or fill out this form and fax it to **800-697-7661**. We look forward to doing business with you in the future.

Sincerely,  
Nathan Baumgardner  
Traffic Manager

CARRIER NAME: \_\_\_\_\_

OFFICE LOCATION: \_\_\_\_\_

YOUR FIRST/LAST NAME: \_\_\_\_\_

FAVORITE LANES/STATES: \_\_\_\_\_

\_\_\_\_\_

**PLEASE E-MAIL LOAD LIST TO MY E-MAIL ADDRESS:**

\_\_\_\_\_

**WE ARE NOT INTERESTED IN RECEIVING THE STEVENS WEST FREIGHT LIST AT THIS TIME.**

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## **“TELL US ABOUT YOURSELF”**

1. How many drivers does your company have? \_\_\_\_\_

2. Number of trailers you have? Flatbeds \_\_\_\_\_ Step-decks \_\_\_\_\_

Hotshots \_\_\_\_\_ Double-drops \_\_\_\_\_

RGN's \_\_\_\_\_ Conestogas \_\_\_\_\_

Sidekits \_\_\_\_\_ Vans \_\_\_\_\_

Other (Type / No.) \_\_\_\_\_

3. Are you available to haul freight from your home base area? \_\_\_\_\_

If yes: local, regional or national? \_\_\_\_\_

4. Where do you need help finding freight? \_\_\_\_\_

5. What lanes do you run regularly? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Heavy haul or O-D freight?      YES      NO      Tarps?      YES      NO  
\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

8. Do you run to Canada or Mexico? \_\_\_\_\_      \_\_\_\_\_      Teams?      \_\_\_\_\_      \_\_\_\_\_

9. Do you have satellite communication abilities?      \_\_\_\_\_      \_\_\_\_\_