

Independent Trucker Services, Inc.

6930 Market Suite A ♦ El Paso TX 79915
Phone (915) 881-9500 ♦ Fax 881-9544

February 2nd, 2004

Dear New Customer:

First of all I would like to take this opportunity to thank you for choosing Independent Trucker Services, Inc. to act as your agent. We truly appreciate your business and hope our services will be useful and profitable to you as it has been for many truckers in El Paso and other areas. Attached you will find a list of some of our satisfied customers for your review.

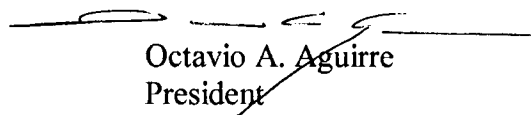
We are proud to announce that on April 1st our organization will be 5 years old, but our combined experience level is now over 43 years in business. We have a professionally trained staff dedicated to serve you, THE CUSTOMER, and that is how we have been able to remain and grow in this business. Additionally we want to announce that as of this date we have an agent in Sauk Centre MN; the information can be found in the footer of this letter.

Attached you will find an AGENT AGREEMENT; please read it carefully, fill it out and fax it back to us so that we may include it in our file. Of particular importance is the Designation of Agent form that forms part of the contract. This form is used to demonstrate that we are authorized to obtain loads on your behalf. We will also need a W-9 on your company; a blank one is attached for your convenience.

Please fax back the contract, designation of agent, W-9 and a copy of your authority and ACCORD insurance certificate.

We look forward to working with you. If you have any questions, comments or suggestions don't hesitate to call me.

Sincerely,


Octavio A. Aguirre
President



A
Customer
Assistance
Program of the
Better
Business
Bureau®

Serving the Independent Trucker

*New agent: Tal Devens 629 Hickman Dr Sauk Centre, MN 56378
Phone (320) 351-8138 Fax (320) 351-8139*

Independent Trucker Services, Inc.

6930 Market Suite A—El Paso-Tx-79915

PH (915) 881-9500-FAX 881-9544

Fee Schedule

Description of service	Fee
Basic service.- Find a load, book it, fax paperwork between shipper/broker and truck line, dispatch the load. Includes two reminder calls and a letter to shipper/broker in the event that he does not pay within terms.	5.5% of the confirmation rate
Full service.- All of the above plus creation of an invoice with two sets of copies including proof of delivery and confirmation sheet.	6.5% of the confirmation rate
Invoice service only.- Prepare an invoice for a load that we did not find/book with two sets of copies, one for our backup file and one for the trucker.	1.5% of the confirmation rate
Provide stamped envelope and mail	\$0.65
For companies that factor their invoices, fill-out a memorandum/schedule, make an additional copy of each invoice and take paperwork to Factor (within the El Paso, TX area).	\$20.00
Make a deposit to the customer's checking account within the El Paso, TX area.	\$12.00
Formulate and send a collection letter.	\$12.00
Formulate, prepare and fill out basic agreements and letters	\$25.00 per hr
Courier service within the El Paso area. Pick up and deliver letters, documents, etc.	\$5.00 plus \$1.00 per mile
Call government agencies (Courts, Sheriff, etc.) to obtain information on fines and negotiate terms, etc.	\$25.00 per hr

Effective 07/01/2002

These rates will remain in force until notified by mail or fax in advance of any change.

INITIAL _____

Serving the Independent Trucker

Designation of agent

Date _____

To Whom It May Concern:

In order to supplement our internal dispatch department, with the goal of decreasing idle time and deadhead miles on our trucks and increasing back-haul income, we have hired Independent Trucker Services, Inc. as our agent.

Their specific charge is to aid us in finding and booking loads from all available sources including, but not limited to, direct shippers, freight brokers and freight forwarders. Their personnel is granted the power to sign the Broker/Carrier agreements and rate confirmations in the capacity of Operations Manager.

They are also authorized to pursue collection efforts when a shipper, broker, etc. does not keep their commitment to pay within agreed terms.

Our agent will not bill the shipper/broker; we will bill directly for freight moved and will pay the agent directly for their services.

If you should have any questions about this arrangement, please don't hesitate to call us at (_____) - _____ or (_____) - _____.

Sincerely,

Owner/President

Company

AGENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200__ Independent Trucker Services, Inc. of 6930 Market, Suite A El Paso, TX 799215 (the "AGENT"), and _____ of _____) the "TRUCKING CO.")

WITNESSED:

WHEREAS, the "AGENT", is a service provider with the necessary infrastructure to procure loads as an outside dispatcher as well as other related services on behalf of the "TRUCKING CO.";

WHEREAS, the "TRUCKING CO." is the owner of certain motor vehicle equipment (trucks and trailers), which is properly licensed to comply with all Federal, State and Local laws which allow for the transportation of goods within the United States.

WHEREAS, the "TRUCKING CO." has a minimum of \$750,000.00 liability insurance and \$100,000.00 in cargo insurance.

NOW, THEREFORE in consideration of the foregoing premises and of the mutual promises herein contained, the "AGENT" and the "TRUCKING CO." agree as follows:

1. The "TRUCKING CO." will from time to time ask the "AGENT" to act as an outside dispatcher to procure loads for certain trucks.
2. The "AGENT" will from time to time tender loads to the "TRUCKING CO." in the capacity of an outside dispatcher.
3. The "TRUCKING CO." agrees that once he has accepted a load from the "AGENT", he will execute it until completion.
4. The "TRUCKING CO." agrees to pay the "AGENT" the amount of \$40.00 for any load accepted and not executed unless the "TRUCKING CO." notified the "AGENT" 12 hours prior to the committed loading time of the impossibility of loading.
5. The "TRUCKING CO." will not be bound to a load until it notifies the "AGENT" that it accepts the load tendered to him. This generally will be done by verbal confirmation followed by a fax copy to the "TRUCKING CO." of the confirmation issued by the Broker/shipper that has been properly signed by the AGENT and bears the "AGENT'S" reference number.
6. The "AGENT" will not book any loads involving HAZARDOUS MATERIALS unless the "TRUCKING CO." is licensed to haul such commodities and the appropriate documents are on file with the "AGENT".
7. The "AGENT" agrees to make a diligent effort to book loads with shippers and brokers that are credit worthy. However, the "TRUCKING CO." is ultimately responsible for verifying the credit worthiness of the broker/ shipper of any load accepted from the "AGENT"; furthermore, the "AGENT" will not be held accountable by the "TRUCKING CO." if the shipper/broker does not pay an invoice for whatever reason.
8. The "TRUCKING CO." will invoice the shipper/ broker directly for its services at the rate negotiated by the "AGENT" that was previously accepted by the "TRUCKING CO."

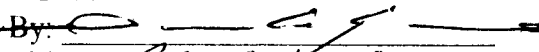
9. The "TRUCKING CO" agrees to pay the "AGENT" a fee not to exceed 10% for its services based on the negotiated freight amount upon receiving the invoice from the "AGENT". The fee is payable upon receipt of the AGENT's invoice. The current applicable fee schedule is attached as APPENDIX A., which forms an integral part of this contract. Any outstanding invoices with an age of 30 days or more will be subject to a 10% late fee.
10. The TRUCKING CO acknowledges that the AGENT has invested time and resources in developing partnerships with the shippers and brokers that will tender the loads that the TRUCKING CO will ultimately haul and because of this the TRUCKING CO agrees not to circumvent the AGENT by calling said shippers and brokers directly. If the "TRUCKING CO" violates this clause it will pay the "AGENT" a fee of 10% based on the freight amount of the circumvented transaction.
11. This Agreement shall become effective on the _____ day of _____, _____, and will remain in effect until either of the parties declares it cancelled.
12. This Agreement constitutes the entire Agreement and understanding between the Parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both Parties.
13. The Parties intend to create by this Agreement the relationship of "AGENT" and "TRUCKING CO." and not an EMPLOYER-EMPLOYEE relationship. Neither the "TRUCKING CO." nor its employees are to be considered employees of the "AGENT" at any time any circumstances or for any purposes.
14. This is one of two executed copies of this Agreement. One copy will be kept by the "AGENT" and one copy by the "TRUCKING CO."

INSTRUMENT AS ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be valid or binding; this contract may not be enlarged modified, or altered except in writing, signed by both parties and endorsed on this agreement.

APPLICABLE LAW

The laws of the State of Texas shall govern the terms of this contract. Furthermore, the parties agree that any disputes arising under this contract shall be litigated in the sate of Texas.

AGENT
 By: 
 Title: PRESIDENT
 Independent Trucker Services, Inc.
 6930 Maket Suite A
 El Paso, TX 79915

TRUCKING CO
 By: _____
 Title: _____
 Address: _____

DATE _____

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

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

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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

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

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name Independent Trucker Services, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
	Address (number, street, and apt. or suite no.) 6930 Market, Suite A	
	City, state, and ZIP code El Paso, TX 79915	
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

or

Employer identification number								
7	7	0	5	9	8	2	7	8

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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. person (including a U.S. resident alien).

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Sign Here	Signature of U.S. person	Date 6/02/2003
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Independent Trucker Services, Inc.

6930 Market Suite A, El Paso TX 79915
Ph (915) 881-9500 FAX 881-9544

Trucking References

A & JR Trucking
PO BOX 384674
Fabens, TX 79838
Adolfo Alvarado
(915) 204-5755
4 trucks w/dry vans

Best Trailer Transport
9612 Kathy
El Paso, TX 79927
Francisco Morales
(915) 872-9685
7 trucks

Cactus Freight
4580 Doniphan, Suite
El Paso, TX 79922
Eugene Rivera
(915) 833-0155
1 truck w/team

King's Brothers Trucking
77 Northwind DR
El Paso, Tx 79915
Guillermo Reyes
(915) 726-3501
5 trucks

Olivares Transport
456 Yorbita Rd
La Puente, CA 91744
Atanasio Olivares
(626) 965-7068
2 trucks w/Reefers

JFC Trucking
4521 Wesley Ave.
Los Angeles, CA 90037
Jesus Flores
(323) 633-7610
3 trucks

J-Alpin Trucking
4817 Ambassador Dr
El Paso, TX 79924
Socorro Pineda
(915) 759-8011
3 trucks w/ dry vans

J. C. Tarwater Transport & Sons
4401 Mesa Drive
Bakersfield, CA 93306
Juan Carlos Tarwater
(661) 717-9643
1 truck 53'

Chavez Trucking
737 Plazer Place
El Paso, TX 79928
(915) 852-9986
5 trucks w/vans

Vasquez & Sons Motor Freight
PO BOX 960365
El Paso, TX 79996
Ruben Vazquez
(915) 269-1916
1 truck

We are not Brokers!!!!