

PART A

TV# 110126

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S Evergreen Park Dr SW, PO Box 47250, Olympia, WA 98504-7250

Telephone (360) 664-1222 -- Fax (360) 586-1181

Intrastate Common Carrier Operating Authority

APPLICATION FOR PERMIT

(excluding Household Goods and Common Carrier Brokers)

done 1/21/11

MC ~~XXXX~~

Reception Number: 0030635	Safety: <i>OK</i>	Carrier ID#: 6271
111 0268 200 02 \$275-	Insurance: <i>OK</i>	Employee: <i>YK</i>

New Common Carrier Permit Authority, or Transfer of Existing Permit Number	Extension of Common Carrier Permit Authority
<input checked="" type="checkbox"/> \$275 GENERAL COMMODITIES ONLY	<input type="checkbox"/> \$100 GENERAL COMMODITIES, including ARMORED CAR SERVICE
<input type="checkbox"/> \$275 GENERAL COMMODITIES, including ARMORED CAR SERVICE	<input type="checkbox"/> \$100 GENERAL COMMODITIES, including HAZARDOUS MATERIALS
<input type="checkbox"/> \$275 GENERAL COMMODITIES, including HAZARDOUS MATERIALS	<input type="checkbox"/> \$100 GENERAL COMMODITIES, including HAZARDOUS MATERIALS and ARMORED CAR SERVICE
<input type="checkbox"/> \$275 GENERAL COMMODITIES, INCLUDING HAZARDOUS MATERIALS and ARMORED CAR SERVICE	

\$100 REINSTATEMENT OF CANCELLED COMMON CARRIER PERMIT (Must be filed within 10 months of cancellation)

For Commission Use Only
Auth #: *173915*

Check
 Money Order
 Amex
 Discover
 Mastercard
 Visa
 Expiration Date

CERTIFICATION: I, the undersigned, under penalty for false statement, certify that the following information is true and correct, that I am authorized to execute and file this document on behalf of the applicant, and that all information on file is current and valid.

Name (printed): *John Parker* Date: *1-14-11*

Signature: *[Handwritten Signature]* Title: *OWNER*

CC#: *63803* US DOT# *2064399a* NA UNIFIED BUSINESS IDENTIFIER (UBI) #: *60-019-046 603019046*

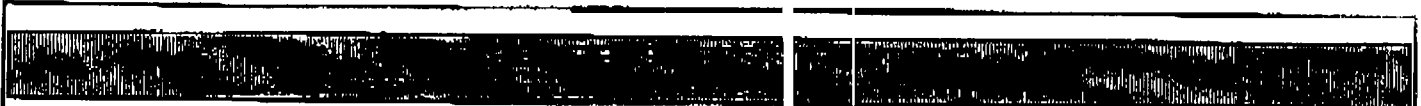
APPLICANT NAME: *Northwest Freight NW LLC* PHONE#: *800.808.3416*

d/b/a: FAX #: *(253) 858 6415*

BUSINESS (MAILING) ADDRESS: (street address, P.O. Box) *6824 19th Street W #198*

(city, state, zip) *University Place, WA 98466*

PHYSICAL ADDRESS: (street address, if different) *70 1/2 5th Ave NW*
619 Harbor, WA 98335



INDIVIDUAL PARTNERSHIP CORPORATION (LP, LLP, LLC)
STATE OF INCORPORATION _____

NAME	TITLE	ADDRESS	STOCK DISTRIBUTION OR PERCENTAGE OF SHARE
JOHN PARKER	OWNER	6824 19th Street NW UNIVERSITY PARK WA 98146	100%

Complete this section if you are transferring an existing permit to a new owner. List name of current permit holder and permit number to be transferred. The current permit holder must sign below to authorize the transfer of the permit number. 5819

NAME ON PERMIT: Bill Horwitz PERMIT NUMBER: 63803
See Purchase Agreement
Signature of current permit holder _____ Date _____

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> You will not haul hazardous materials in any quantity. You will only operate vehicles with a GVWR of less than 10,000 pounds. You must obtain \$300,000 in Public Liability and Property Damage Insurance. You do not need to complete Part B. | <input checked="" type="checkbox"/> You will not haul hazardous materials in any quantity. You will operate vehicles with a GVWR of 10,000 pounds or more. You must obtain \$750,000 in Public Liability and Property Damage Insurance. You must complete Part B. | <input type="checkbox"/> You will haul hazardous materials requiring \$1 million in Public Liability and Property Damage Insurance. You must complete Part C, Sections 1 and 2. | <input type="checkbox"/> You will haul hazardous materials requiring \$5 million in Public Liability and Property Damage Insurance. You must complete Part C, Sections 1 and 2. |
|--|---|---|---|

UNIT#	LICENSE#	STATE	VIN#

see attachment

I, as applicant, understand that the filing of this application does not in itself constitute authority to operate and that no operations may be conducted until a permit is received from the Commission. I hereby declare and affirm that the information contained in this application is true to the best of my knowledge and belief.

[Signature]
Signature(s)

1.14.11
Date

PART B

SAFETY FITNESS SURVEY FOR ALL APPLICANTS THAT OPERATE A VEHICLE OVER 10,000 GVWR

Companies applying to transport any commodity must complete this survey.

Instructions: In each category shown below, list the person and/or position responsible for understanding, maintaining, and complying with current Federal Motor Carrier Safety Administration (FMCSA) regulations in the Code of Federal Regulations at 49 CFR. The requirement to comply with current FMCSR is mandated by the Washington State Patrol (WSP) in its rules, Washington Administrative Code (WAC) 446-65.

Copies of the FMCSR's are available from several vendors. These include, but are not limited to:

- Washington Trucking Association, 930 S. 336th St., Suite B, Federal Way, WA 98003, www.wtatrucking.com, (800) 732-9019 or (253) 838-1660.
- J. J. Keller & Associates, Inc., 3003 W. Breezewood Lane, Neenah, WI 54957, www.jjkeller.com, (877) 564-2333
- Willamette Traffic Bureau, 16303 NE Cameron Blvd, Portland, OR 97230-5030, www.wtbtraffic.com, (503) 236-1183
- US Government Printing Office, 732 N. Capital Street, NW, Washington, DC 20401, www.gpo.gov, (866) 512-1800.

Name: John Parker Position: MGR

Any driver who operates a vehicle that meets the definition of a commercial motor vehicle as described below must have a valid CDL. The definition of a commercial motor vehicle is a vehicle that:

- has a gross combined weight rating of 26,001 pounds that includes a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- has a gross vehicle weight rating of 26,001 pounds or more; or
- is designed to transport 16 or more passengers, including the driver; or
- is of any size and is used to transport hazardous materials of an amount that requires placarding under hazardous materials regulations.

Any person who drives a commercial motor vehicle requiring a CDL must participate in a controlled substance and alcohol testing program as required by FMCSA in 49 CFR Part 382 and 49 CFR Part 40, and by the WSP in WAC 446-65-010.

Name: John Parker Position: MGR

Any driver who operates a vehicle that meets the definition of a commercial motor vehicle as described below must have a valid CDL, as required by the Washington State Department of Licensing. The definition of a commercial motor vehicle is a vehicle that:

- has a gross combined weight rating of 26,001 pounds that includes a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- has a gross vehicle weight rating of 26,001 pounds or more; or
- is designed to transport 16 or more passengers, including the driver; or
- is of any size and is used to transport hazardous materials of an amount that requires placarding under hazardous materials regulations.

Name: Lynn Byers Position: MGR

Each company must maintain a complete Driver Qualification file for each employee authorized to drive motor vehicles as required by FMCSR Part 391.51 and by the WSP in WAC 446-65-010. Owner/operators that work exclusively in intrastate commerce within Washington have limited exemptions. Owners/operators that conduct any interstate operations must maintain a complete file on themselves and any other driver that they may use.

Name: Lynn Byers Position: MGR

Each company must maintain true and accurate hours of service records for each individual that drives a motor vehicle as required by the FMCSA in 49 CFR, Part 395.1(e) and by the WSP in WAC 446-65-010.

Name: John Parker Position: MGR

Each company must prepare a written "Driver Vehicle Inspection Report" on each vehicle used each day as required by the FMCSA in 49 CFR, Part 396.11 and by the WSP in WAC 446-65-010. In addition, each company must maintain certain required records for each vehicle that includes the following, as required by the FMCSA in 49 CFR, Part 396.3 and by the WSP in WAC 446-65-010:

- Identification of the vehicle.
- The nature and due date of various inspection and maintenance operations to be performed.
- A record of inspections, repairs and maintenance indicating their date and nature.

All companies must conduct periodic inspections as required by the FMCSA in 49 CFR, Part 396.17 and by the WSP in WAC 446-65-010.

My signature below certifies that I understand my responsibility as a motor carrier and I will comply with all the safety requirements which apply to my operations.

John Parker

Signature of applicant

1/11/11

Date

**AGREEMENT
Purchase and Sale of a Business**

AGREEMENT made this 24th day of May, 2010, by and between Bill Horwitz D/B/A/ Freight NW, hereinafter referred to as the "SELLER" and John Parker principal Freight NW LLC, hereinafter referred to as "PURCHASER"

WHEREAS, Seller is the owner and operator of a Freight Shipping/Trucking Business called Freight NW and located at Gig Harbor, Washington
And

WHEREAS, the Purchaser desires to assume the Seller's business liability, and purchase the assets of the Seller, including the equipment, inventory on hand, furniture, goodwill, and customer list as more fully set forth in the Agreement; and

WHEREAS, the Parties are desirous of effectuating a smooth and efficient transfer of the business being sold and acknowledge that their mutual goodwill and cooperation are essential to this end.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby, agree as follows:

1. SALE OF ASSETS/ASSUMPTION OF LIABILITIES.

A. The seller agrees to sell and transfer and the Purchaser agrees to buy the following described Freight Shipping/Trucking business, owned by Bill Horwitz now located at Gig Harbor, Washington, including the use of the name "Freight NW", client list, mailing list, stock in trade, good-will, merchandise, furniture, fixtures, equipment, computer with custom software, forms, and Seller's rights under or to all contracts and deposits made by the Seller in connection with such business.

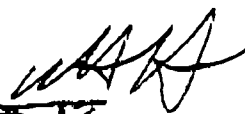
B. The Seller hereby transfers and assigns to the Purchaser, to the extent of Seller's interest, if any, as of the date of closing, all business equipment leased by the Seller, providing that the Purchaser assumes sole responsibility, as of the date of closing, for all costs, damages and return of any such items and holds the Seller indemnified, free and harmless from same.

C. The Purchaser shall assume and become liable for any and all liabilities, debts, mortgages, security, interests or other liens or encumbrances, associated with or part of the business at closing. The Purchaser shall hold the SELLER indemnified, free and harmless from same.

2. PURCHASE PRICE. The purchase price shall be Seven Thousand and none/100 (\$7,000.00) DOLLARS to be paid as follows: \$3,500 upon mutual signing of this agreement and the remainder \$3,500 on or before 14 days past mutual signing of this agreement.



J.P. for Freight NW LLC



B.H.

3. CLOSING. The closing shall take place on the date of mutual signing of this agreement.

4. DELIVERIES AT CLOSING.

A. The Seller shall deliver to the Purchaser a Bill of Sale, transferring title to all of the business assets of the Seller to the Purchaser.

B. The Parties agree that there will be no adjustments for rent, taxes, utilities, or any other fee or business cost due or paid on the date of closing.

5. TELEPHONE NUMBERS.

A. The Seller hereby transfers and assigns to the Purchaser, as of the date of closing, the Seller's right to the business telephone numbers including fax numbers, if any.

B. The Purchaser will be solely responsible, as of the date of closing, for all costs of the use of said telephone services and the costs of all directory and yellow page listings and/or advertisements in connection therewith and will hold the SELLER indemnified, free and harmless from same.

6. REPRESENTATIONS. The Seller warrants and represents the following:

A. He is the owner of and has good and marketable title to all the assets of the business.

B. He has not entered into any other contracts or agreements to sell the business.

C. There may be judgments, liens, actions, or proceedings pending or threatened against the business.

D. He has no knowledge of any violations of any kind pending or threatened against the business.

E. It is not insolvent, and will be able to meet business and personal obligations as they become due.

7. TRANSITION. The Seller covenants with the Purchaser as follows:

A. If the Seller, at Purchaser's request, provides any services for the business, other than instructional advice, after the date of closing, Seller shall be compensated at a rate to be mutually agreed upon prior to the rendering of any such services, and any such agreement shall be in writing.


B. The Purchaser will be solely responsible for the operation of the business; and for all billing and collection of same, after the date of closing.

C. Nothing herein shall operate to make the Seller, or its principals and agents, an employee or partner of the Purchaser, but at all times they shall remain independent contractors. The foregoing provisions being temporary and adopted merely to effect a transition from the Seller to the Purchaser.

D. The Seller and Purchaser shall cooperate with each other to make the transition as easy as possible for the clients (customers) of the business.

E. Any disruption of business, regardless of cause, prior to closing, shall cause this agreement to become null and void with no remedies for either party.


J.P. Freightwell


B.H.

8. COVENANTS OF SELLER. The Seller covenants with the Purchaser as follows:

A. The Bill of Sale to be delivered at the closing will transfer all the business assets to Purchaser.

B. The business will be conducted up to the date of closing in substantially the same manner as it has been conducted in the past, in accordance with all applicable laws and regulations, and no contracts will be entered into with respect to the business without the prior written consent of the Purchaser.

C. Debts and other obligations of the business will continue to be paid in the ordinary operation of the business, including, but not limited to, amounts normally and periodically paid to trade creditors, suppliers, state and federal tax authorities for employee withholding, sales tax, and similar items, employee wages and salaries, and transportation charges.

9. COVENANTS OF PURCHASER. The Purchaser covenants with the Seller as follows:

A. Purchaser will indemnify and hold Seller free and harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of the business prior to, or after, the date of closing. Purchaser promises to indemnify and hold Seller free and harmless from any and all such claims regardless if made by Federal, State or local authority, or any individual or legal entity.

B. In the event that an audit should take place subsequent to the closing of this Agreement for any period prior to the date of closing, the Seller's liability for same is 0 percent (0.00%) of the taxing authority's demand for said period including all interest and penalties thereon and, further, Purchaser shall pay in full all withholding, social security, and unemployment insurance taxes, applicable.

C. The Purchaser will be responsible for all back pay and wages due the employees up to and including the date of closing.

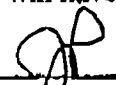
10. "AS IS". All the personal property sold hereunder shall be sold as is. Seller makes no express or implied warranties as to its condition, safety, suitability or fitness for any particular purpose.

11. COVENANT NOT TO COMPETE. There is no covenant not to compete as part of this agreement. The seller is free to compete with the purchaser after closing.

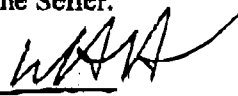
12. BROKER. The Parties warrant and represent that there is no broker or broker fee due any person as a result of this agreement. The Parties agree to hold each other harmless and indemnify each other against any and all claims for brokers' fees from any broker, arising out of any acts of a party.

13. RISK OF LOSS.

A. All risk of loss to the purchased assets up to the time of the closing will be assumed and borne by the Seller. If any loss or damage exceeds \$100.00 Purchaser will have the right to cancel this Agreement by written notice to the Seller.



J.P. For Freight NW LLC



B.H.

B. As of the date of closing, all risk of loss or damage to the purchased assets will be assumed and borne by the Purchaser.

14. MISCELLANEOUS.

A. The Parties agree that the values assigned to the items included in this purchase as set forth herein are fair and reasonable and have been bargained for separately and at arm's length after consultation with their accounts, attorneys and other advisors as may be applicable. It is agreed that the purchase price herein of \$7,000.00 shall be allocated as follows: Equipment \$3,000.00; Supplies \$3,000.00; Goodwill \$500.00; and Restrictive Covenant \$500.00; for a Total of \$7,000.00.

B. All collections on accounts receivable for work completed prior to the date of closing are the property of the Purchaser.

C. All pre-paid accounts for work to be performed after the date of closing shall be the property of the Purchaser.

D. The Purchaser, its principals and employees, acknowledge that this business as with any business involves financial risks and that the Seller has not made any promises, guarantees, warranties or representation as to the profitability and/or future success of this business and the Purchaser, its principals and employees, have agreed to purchase this business at their own risk.

E. The parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may, from time to time, be reasonably necessary and proper to effectuate and carry out the transaction contemplated by this Agreement.


F. The Purchaser hereby warrants and represents that it has had ample time to review and investigate the specifics of Seller's business. That it has had the opportunity to make a full and independent investigation of all financial and professional matters. That it is fully satisfied and all relevant information has been disclosed to it.

G. All notices under this Agreement shall be in writing and may be served by personal service or by mail. Notice by mail shall be addressed to each Party at its last known residence or office address.


H. The Parties agree that any dispute, claim or controversy arising under, out of, or in relation to this Agreement shall be submitted for adjudication and/or settlement by arbitration with the Pierce County Center for Dispute Resolution, and any determination thereon shall be binding upon the Parties hereto with the same force and effect as if rendered by a court of competent jurisdiction, and judgment thereon may be entered by any party.

I. Purchaser agrees to waive compliance with the requirements of applicable laws, if any, relating to bulk sales and Purchaser agrees to hold harmless and indemnify Seller from and against any and all liabilities that may be asserted against it arising out of such non-compliance.

15. SURVIVAL OF REPRESENTATIONS. All representations, warranties and agreements contained herein shall not be discharged or dissolved upon closing, but shall survive same.



J.P. for Freight NWLL



B.H.

FREIGHT NORTHWEST LLC – EQUIPMENT LIST

#5	2000 INTERNATIONAL	1HSCAAHXYJ088066	#B54303G
#6	2001 FREIGHTLINER	1FUYDDYB91PH55025	#B24345G
#9	2001 FREIGHTLINER	1FUBABA831PH65076	#B21454B
#10	1999 FREIGHTLINER	1FUY3MDR4YD661777	#A71300V

Freight *Northwest* LLC

6824 19th Street W. #198, University Place, WA 98466
253-858-6999 Toll Free 800-808-3416 Fax 253-858-6415

January 21, 2011

Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
Olympia, WA 98504

To Whom It May Concern;

In regards to the letter I received on January 18, 2011, stating our company name is incorrect. It was my error in filling out the application form that I abbreviated Northwest. Please correct this error for me, as our name should read Freight Northwest, LLC.

Also I am sending our equipment list as requested.

Thank you and if you have any additional questions regarding this matter, please contact me at 253-858-6999.

Thank You,



Lynn Byers
Office Manager
Freight Northwest, LLC

FREIGHT NORTHWEST LLC - EQUIPMENT LIST

#5	2000 INTERNATIONAL	1HSCAAHNXYJ088	166	#B54303G
#6	2001 FREIGHTLINER	1FUYYDYB91PH55	125	#B24345G
#9	2001 FREIGHTLINER	1FUBABA831PH65	76	#B21454B
#10	1999 FREIGHTLINER	1FUYY3MDB4XPA64	77	#A74300Y
#15	1999 FREIGHTLINER	1FUWTMCA5XHF10	570	#A74398Y
#19	2001 INTERNATIONAL	1HSCAAHN41J002	059	#B07437E
#24	1999 VOLVO	4VG7DAPF9XN776	192	#B92397A
#26	2000 FREIGHTLINER	1FUYYDSEB2YPH45	182	#A74553Y
#27	1998 INTERNATIONAL	1HSHBAHN4WH580	707	#A26995Y
#31	2001 FREIGHTLINER	1FUJAHCG31PJ35	094	#B24000B
#32	2001 INTERNATIONAL	1HSCAAHN21J002	058	#B61426N
#34	1997 FREIGHTLINER	1FUWHLBB6VL824	187	#B36235P
#36	2000 INTERNATIONAL	2HSCBAHR5YC062	165	#B76983F
#F-1	1975 COMET 28' FLATBED	1040724		#3696MJ
#F-3	1986 FRUEHAUF 28' FLATBED	1H4P02810GJ0394	0	#2547NY
#F-5	1998 WABASH 48' FLATBED	1JJF482W3WL4713	15	#3324UJ
#F-6	1996 WABASH 48' FLATBED	1JJF48262TL38312	1	#6840UR
#F-7	1992 FRUEHAUF 48' FLATBED	1H2P04821NW0097	03	#4231SU
#F-9	1997 48' FLATBEDTRAILER	1UYFS2487VA2464	03	#4790TL
#C-10	1985 AZTEC 28' CURTAIN	1AZAC1A12F10156	05	#6747UR
#C-11	1993 ALLOY CURTAIN VAN	1ALSF6189PS9313	10	#5607TX
#L-14	1996 WABASH TRAILER	1JJV281N3TL36745	73	#3859SY
#L-17	1994 GREAT DANE TRAILER	1GRAA5611RB1130	46	#5720TX
#T-100	1983 GREAT DANE TRAILER	1GRFH9627DB0910	01	#2213RA
#T-200	1997 STROUGHTON TRAILER	1DW1A5325VS091	06	#3354UJ
#T-201	1992 FRUEHAUF TRAILER	1H2VO5320NE0000	055	#3353UJ
#T-202	1999 LUFKIN TRAILER	1L01A5326X1138014		#61914TG
#L-204	1994 SPRING RIDE TRAILER	1PTG1JAH2R60017	33	#7468UJ
#T-205	1995 WABASH TRAILER	1JJV532U3SL3303	4	#9412UJ
#T-206	1996 DORSEY 53' TRAILER	1DTV11526TA2507	16	#8600UJ

N/R

SWETT & CRAWFORD (IDAHO)
2965 EAST TARPON DRIVE, SUITE 130
Meridian, ID 83642

WASHINGTON UTILITIES & TRANSPORTATION
COMMISSION
P.O. Box 47250
Olympia, WA 98504

FORM E
UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CERTIFICATE OF INSURANCE
(Executed in Triplicate)

Docket No.
63803

Filed with WASHINGTON UTILITIES & TRANSPORTATION COMMISSION (hereinafter called Commission)
(NAME OF COMMISSION)

This is to certify, that the ARGONAUT MIDWEST INSURANCE COMPANY
(NAME OF COMPANY)

(hereinafter called Company) of 10101 REUNION PLACE, SUITE 500 San Antonio, TX 78216
(HOME OFFICE ADDRESS OF THE COMPANY)

has issued to FREIGHT NORTHWEST LLC
(NAME OF THE MOTOR CARRIER)

of 7010 1/2 54th Ave Ct Gig Harbor, WA 98335
(ADDRESS OF THE MOTOR CARRIER)

a policy or policies of insurance effective from 01/11/2011, 12:01 A.M., standard time at the address of the insured stated in said policy or policies and continuing until canceled as provided herein, which, by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

RECEIVED

JAN 10 2011

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty(30) days' notice in writing to the State Commission, such thirty(30) days' notice to commence to run from the date the notice is actually received in the office of the Commission.

WASH. UT. & TP. COMM

Countersigned at 8450 East Crescent Parkway Greenwood Village CO 80111
(Street Address) (City) (State) (Zip Code)

this 4TH day of January 2011

Insurance Company File No. MC8033238
(Policy Number)

Liz Tonardi
(Authorized Company Representative)

This form determined by the National Association of Railroad and Utilities Commissioners and promulgated by the Interstate Commerce Commission pursuant to the provisions of section 202(b)(2) of the Interstate Commerce Act (49 U.S.C. sec 302(b)(2))

1/11/2012 12:00:00AM