

**BBT BROKERAGE**  
**P O BOX 1868**  
**FREEDOM, CA 95019-1711**  
**831-728-2691 / 800-537-1760      FAX: 831-761-2814**

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PAGER: \_\_\_\_\_ MOBILE: \_\_\_\_\_

Dear Contract Carrier,

An audit of our files has shown that our information on your account is not current. **Before your next payment can be mailed we need to receive the following:**

\_\_\_\_\_ Certificate of liability insurance naming BBT BROKERAGE as an additional named insured. The limits of liability may not be lower than \$750,000.00. CSL.

\_\_\_\_\_ An additional insured endorsement. **This endorsement needs to be issued by your insurance company, not your agent.** The endorsement needs to be made out as follows:

**BBT BROKERAGE**  
**PO BOX 1868**  
**FREEDOM, CA 95019-1868**

\_\_\_\_\_ Certificate of Cargo Insurance. The limit of liability per shipment may not be lower than \$50,000.

\_\_\_\_\_ Worker's Compensation Certificate ( if applicable)

\_\_\_\_\_ Completed W-9 form. See attached.

\_\_\_\_\_ A copy of your Federal Operating Authority. (Contract Carrier Permit)

\_\_\_\_\_ A current copy of your California Motor Carrier Permit.

\_\_\_\_\_ Form 809 / SB 871 (see attached)

\_\_\_\_\_ Signed Contract

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**PROPERTY BROKER - CONTRACT CARRIER CONTRACT**

CONTRACT NUMBER \_\_\_\_\_

AGREEMENT

made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by and between \_\_\_\_\_

Hereinafter referred to as **CARRIER**, located at \_\_\_\_\_

and BBT **BROKERAGE**, hereinafter referred to as **BROKER**,

located at **WATSONVILLE, CA**

WITNESSETH:

(1) CARRIER is a motor contract carrier of property authorized by Permit No. \_\_\_\_\_ (a copy of which permit is attached hereto and made a part hereof) to provide transportation of property under contract with shippers and receivers of general commodities, and

(2) BROKER is a motor carrier broker, licensed to arrange for the transportation of property by License No. **MC-468086**, (a copy of which license is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to CARRIER, in accord with the criteria established in Dixie Midwest Express 132 M.C.C. 794 (1982), and, thus is a shipper under those criteria.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

**I. SPECIFIC OBLIGATION OF CARRIER**

(a) The CARRIER shall issue a bill of lading for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property caused by the CARRIER. Failure to issue a bill of lading does not affect the liability of the CARRIER. The CARRIER's liability shall be the same as a carrier's liability under 49 U.S.C. 11707.

(b) CARRIER agrees to maintain cargo insurance in the amount of \$ 50,000.00 to compensate those parties entitled to recover under the preceding paragraph. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2(b), and shall have no exclusions or restrictions that would not be accepted by the Federal Highway Administration for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section.

(c) CARRIER's liability shall begin at the time cargo is loaded upon CARRIER's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stopoff party.

(d) CARRIER agrees to defend and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to this Agreement. CARRIER further agrees to defend and hold harmless BROKER from any and all liability, costs and damages to persons and/or property arising out of CARRIER's operations hereunder, including but not limited to all road, fuel and other taxes, fees or permits, related to the shipments transported by CARRIER as arranged by BROKER.

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## **II. SPECIFIC OBLIGATIONS OF BROKER**

(a) BROKER shall offer to CARRIER for shipment a minimum quantity of pounds per year, or a minimum of four (4) shipments for each year this agreement remains in effect, and the CARRIER shall agree to transport those shipments tendered during that period of time.

(b) BROKER agrees to pay CARRIER for the transportation of the commodities moved under this agreement in accordance with the rate set forth herein or Addenda thereto, within 21 days of the receipt by BROKER of CARRIER's invoice covering such transportation.

### **III. RATES AND CHARGES**

The base transportation rate negotiated between the parties is: Freight, all kinds: truckload or LTL shipment, will be \$1.25/mile or ( see addendum), between all points in the United States.

Additional rates or modifications of the above rate may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such changes shall be sent by the party initiating the change, by facsimile machine, to the other party, and the approval of the change shall be demonstrated by the second party initialing the change, and returning, by facsimile machine, the proposed change with the initialed approval. These changes shall be separately numbered as Appendix A, Addendum 1, et seq.

CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor or consignee of any liability to the CARRIER for non-payment of charges.

## **IV. BILLS OF LADING**

The bill of lading shall not that the shipments were transported by CARRIER, acting as a carrier, and that the shipment was arranged by BROKER, acting as a broker. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in the blank for the consignee. When BROKER has assembled multiple shipments into carload or truckload lots, the list of underlying shippers will be attached as an Appendix to the bill of lading.

## **V. COMPLIANCE WITH 49 U.S.C. 10102**

Both parties recognize that motor contract carrier service is based on the CARRIER, either (1) assigning motor vehicles for a continuing period of time for the exclusive use of a shipper; or (2) providing a service designed to meet the distinct needs of a shipper. This Agreement does not contemplate the assignment of motor vehicles under continuing agreements, but the contract arrangement has been designed to meet the distinct needs of the BROKER.

The BROKER needs the CARRIER to assume full liability for the actual loss of or injury to the property tendered by the CARRIER to negate a possibility of the CARRIER moving these goods on released rates with a limitation of liability, and Paragraph I. specifically imposes this obligation upon the CARRIER. Paragraph VI.(a) imposes a further obligation on the CARRIER that claims shall be settled in accordance with 49 C.F.R. 1005, and this is also designed to meet the distinct needs of the BROKER. Further, the BROKER needs a single forum for the settlement of disputes, and paragraph (b) meets this distinct need of the BROKER.

## **VI. PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS AND OTHER DISPUTES**

(a) Cargo claims shall be settled in accordance with the regulations codified at 49 C.F.R. 1005.

(b) If any dispute arises about any matter covered by the terms of this Motor Contract Carrier Agreement, the dispute must be submitted, by the party who alleges a violation filing a complaint with the Federal Highway Administration. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Federal Highway Administration, and the terms of this contract that the complainant believes have been violated. Such a complaint shall be submitted in accordance with all the provisions of 49 C.F.R. 1111.

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No court action can be taken by either party prior to the decision of the Federal Highway Administration, and the decision of the Federal Highway Administration shall be a binding, final and nonappealable decision. If for any reason the Federal Highway Administration refuses to accept the complaint, or refuses to make a ruling on the subject matter of the complaint, then the parties' recourse shall be to the judicial system, either state or federal.

**VII.**

The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor, except that the BROKER shall be the agent for the carrier for the collection of charges, when the shipper pays the BROKER.

**VIII.**

CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this agreement and "back-solicits" the BROKER's customers, and obtains traffic after the involved traffic first begins to move, to a commission from the CARRIER of   100   % of the transportation revenue received on the movement of the traffic.

**IX.**

Neither party hereto will be liable for the failure to tender or timely transport freight under this AGREEMENT if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

**X.**

This AGREEMENT shall be governed by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

This AGREEMENT is to become effective immediately on signing, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time upon not less than thirty (30) days' written notice of one party to the other.

IN WITNESS WHEREOF,

the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CARRIER \_\_\_\_\_

BROKER \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

**APPENDIX "A", ADDENDUM "1"**

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**APPENDIX "A", ADDENDUM "1"**

***FAX: 831-763-3953***

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

CONTRACT NUMBER: \_\_\_\_\_ DATED \_\_\_\_\_

DATE: \_\_\_\_\_

COMMODITY: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

ORIGIN: \_\_\_\_\_

DESTINATION: \_\_\_\_\_

RATE: \_\_\_\_\_

QUANTITY: \_\_\_\_\_

As per phone conversation, it is agreed that the above rate shall apply on subject traffic.

By \_\_\_\_\_ "O.K." By \_\_\_\_\_  
for Carrier for Broker

This Addendum is to be attached to contract between Contract Carrier and Broker.

Contract No. \_\_\_\_\_ Faxed by Contract Carrier to Broker, OK'd by Broker).



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Form **W-9**  
 (Rev. October 2007)  
 Department of the Treasury  
 Internal Revenue Service

**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 (as shown on your income tax return)	
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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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.

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

Social security number
OF
Employer identification number

**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. citizen or other U.S. person (defined below).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,