



S & S Brokerage Inc.

Your Complete Transportation Solution
www.SandSBrokerageInc.com

Dear Carrier,

Thank you for your interest in **S & S Brokerage Inc.** To become part of our team, we require the following documents:

- **A completed copy of the enclosed contract**
- **A completed copy of our carrier profile**
- **A completed copy of your W-9 form (Company name must match the authority document & have a legible tax ID number)**
- **Copy of Motor Carrier Authority**
- **Original Certificate of Insurance listing S & S Brokerage Inc. as the certificate holder**

S S Brokerage Inc.

222 Duncan Ave.

Jersey City, NJ 07306

Phone : 201-259-9223

Fax : 201-537-5242

Email : info@sandsbrokerageinc.com

www.sandsbrokerageinc.com

BROKER-CARRIER
AGREEMENT

THIS AGREEMENT is made as of _____, _____, by and between **S & S Brokerage Inc.**, a New Jersey corporation, with an address at 222 Duncan Ave., Jersey City, NJ 07306, a property broker licensed by the U.S. Motor Carrier Safety Administration (“FMCSA”) under MC-766175-B (“BROKER”) and a motor carrier licensed by the FMCSA under MC _____ (“Carrier”).

BROKER and CARRIER agree as follows:

Services: BROKER is a Logistics Service Provider arranging for transportation and distribution of Merchandise for its customers (“Customer(s)”) in the U.S. BROKER wishes to retain the services of CARRIER in order to provide the logistics services it has agreed to provide its Customers. During the term of this agreement, BROKER or its designee will tender to CARRIER, and CARRIER will accept and transport, certain goods (“Goods”) in a series of shipments as described in the attached Rate Schedule. All transactions under this Agreement will be in U.S. Dollars, unless otherwise specifically provided in writing. BROKER makes no commitment to tender to CARRIER any specific number of shipments. During the term of this Agreement, CARRIER is, and during the term of this agreement will, remain qualified under BROKER’S CARRIER qualification protocol.

The obligation of the CARRIER is to provide the services is exclusive to CARRIER. CARRIER may not hire another carrier, whether motor, rail or air carrier, to provide the Services without the written consent of BROKER. CARRIER will provide the personnel, motor vehicles, and equipment required to perform the services, and will maintain any licenses and permits required by governmental authorities. CARRIER will also provide equipment, supplies and other services described in this agreement or any Rate Schedule. (“Additional Services”). CARRIER will perform the Services and Additional Services in good faith and in a timely, diligent, and competent manner in accordance with applicable, professional standards and BROKER’S instructions. CARRIER represents that it is fit, willing, and able to perform the transportation services requested. Additional service standards will be described in the Rate Schedule. CARRIER acknowledges that under no circumstances are they to double-broker the load. Doing so will result in non payment for services rendered.

Carrier Operating Authority and Compliance with Law: CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents that he does not have a conditional or unsatisfactory rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under this agreement.

Performance of Services: CARRIER agrees, subject to availability and legal loading capacity of its equipment, to transport commodities and perform ancillary services tendered to it by **S & S Brokerage Inc.** in accordance with the shipping instructions a set forth in each load sheet. CARRIER agrees that it will use only tractor, trailers and other equipment which are in good condition. Carrier and S & S Brokerage agree that each shipment to be transported under this agreement will be evidenced by a separate load sheet, which load sheet will become part of the Agreement when CARRIER accepts a shipment and commences the movement of freight.

Rates and Charges: **S & S Brokerage Inc.** will compensate CARRIER for transportation services performed hereunder on the basis of rates and charges set forth on each load sheet. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or any Load sheet prepared by **S & S Brokerage Inc.** CARRIER must provide a completed invoice together with all of the

signed original bill of lading, signed receipts and signed proof of delivery receipt for each shipment included on the invoice. **S & S Brokerage Inc.** shall remit to CARRIER for each load tendered within (30) days if receipt by **S & S Brokerage Inc.** of all properly executed paperwork for the load, as determined solely by **S & S Brokerage Inc.** **S & S Brokerage Inc.** is responsible for all payments to CARRIER for all services rendered by CARRIER. CARRIER shall not look to SHIPPER for payment and SHIPPER payment for services rendered will always be made directly to **S & S Brokerage Inc.** CARRIER must maintain with S&S Brokerage at all times during which the load is being transported; a copy of its operating authority showing it to be a contract carrier, certificates of insurance in effect as of the date of each shipment, all forms required by the IRS and a signed Transportation Agreement. Failure to provide these documents will result in delays in the payment of all invoices from the CARRIER.

Conflicts: In the event there is a conflict between the terms of this Agreement and the bill of Lading, the provisions of this Agreement shall govern.

Waver of Carrier's Lien: CARRIER shall not withhold any goods of the SHIPPER on account of any dispute as to the rates or any alleged failure of **S & S Brokerage Inc.** to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of **S & S Brokerage Inc.** and hereby waives and releases all liens which CARRIER might otherwise have to any goods of **S & S Brokerage Inc.** or its Customers in the possession or control of CARRIER.

Indemnification: CARRIER shall indemnify and hold harmless SHIPPER and **S & S Brokerage Inc.** from and against any and all claims, demands, direct or indirect damages, causes of action, liabilities, losses, suits, taxes, penalties and fines from any source caused by or resulting from the action or omission of CARRIER or its agents or employees in providing transportation services under this Agreement or in failing to comply with any Law(s) and regulation(s) with respect to the maintenance, operations and use of motor vehicles and equipment hereunder.

Loss, Damage or Destruction of Cargo: CARRIER shall be liable for any loss, damage or destruction of any property transported under this Agreement. If any property is damaged or destroyed, in whole or in part, SHIPPER or **S & S Brokerage Inc.** will submit a written claim to CARRIER and CARRIER shall pay claim within thirty (30) days. CARRIER agrees, in case of accident, to use the utmost care and diligence in the protection of the property. Any paperwork revealing evidence of a shortage or other potential charges against the CARRIER will result in payment being withheld until SHIPPER or **S & S Brokerage Inc.** has determined the extent of any claim to be filed.

Chargebacks: CARRIER agrees that it is responsible for any SHIPPER or customer chargeback resulting from late deliveries or missed appointments provided CARRIER is notified at time of load tender that penalties will be in effect and the specific amounts of any penalty for late delivery or missed appointment as agreed to in the load sheet, excluding acts of God, terrorism, war, or any circumstances beyond carrier's control.

Effective Date and Term: This agreement shall go into effect on the day and year herein above written and remain in effect for a period of one (1) year from date hereof, and shall renew automatically for one (1) year periods thereafter, subject to the right of either party hereto to cancel or terminate the Agreement upon not less than (30) days written notice of one party to the other prior to the end of the then current term, with notice being effective upon delivery.

Confidentiality: CARRIER agrees that it will not divulge to any third party the (a) terms of this Agreement, or (b) any proprietary information derived in the course or performance of this Agreement. CARRIER specifically agrees that it shall not reveal the terms on which it provides transportation to any third party represented by **S & S Brokerage Inc.** and/or the consignee/consignors of any shipment moving hereunder.

Non-Solicitation by Carrier: During the term of this Agreement and for the period of three (3) years from its termination, CARRIER shall not directly or indirectly, solicit or do business of a transportation nature with any of **S & S Brokerage Inc.** customers who are served by CARRIER as a result of this Agreement. Solicitation prohibit under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation or handling of property by CARRIER for which CARRIER does, or did in the past, provide such services for that customer under arrangements first made or procured by **S & S Brokerage Inc.** If CARRIER performs services of a transportation nature for compensation for any customer of **S & S Brokerage Inc.** without prior written authorization from **S & S Brokerage Inc.**, CARRIER shall immediately pay to **S & S Brokerage Inc.** an amount equal to twenty (20%) percent of all gross revenues invoiced by CARRIER to the solicited customer for a period of eighteen (18) months following the first independent service of customer by CARRIER. **S & S Brokerage Inc.** shall identify its customers to CARRIER as each first load from each customer is tendered to CARRIER. CARRIER'S acceptance of the load and movement of the property will acknowledge that this new customer is **S & S Brokerage Inc.**'s customer. This provision will survive the termination of this Agreement.

Sub-Contractor Prohibition: CARRIER specifically agrees that all freight tendered to it by **S & S Brokerage Inc.** shall be transported on equipment operated only under the authority of the CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of **S & S Brokerage Inc.**

Insurance: CARRIER shall maintain insurance policies in force at all times that cover auto liability, property damage and cargo damage, as well as all coverage required under applicable state and/or federal law, including workers' compensation coverage.

Minimum coverage levels per incident are:

\$1,000,000	Auto Liability
\$ 100,000	Cargo Insurance

CARRIER will provide S & S Brokerage with a Certificate of Insurance of each policy in force showing **S & S Brokerage Inc.** as certificate holder and containing a clause which provides that **S & S Brokerage Inc.** will be given thirty (30) days written notice prior to the effective date of any cancellation or material change in said policy(ies).

Accident or Breakdown Notification: CARRIER agrees to notify **S & S Brokerage Inc.** by telephone immediately of any accident or breakdown which impairs or delays the movement of any property under this Agreement.

Government Regulations: **S & S Brokerage Inc.** and CARRIER hereby mutually agree and stipulate that each is familiar with all governmental regulations, that each will fully comply with said regulations, and that said duty of compliance shall at all times during the term of his Agreement be a material provision and obligation of each to the other. Consistent with said regulatory requirements, CARRIER agrees to provide **S & S Brokerage Inc.** all documents and information which **S & S Brokerage Inc.** is required to have on file and which are normally within the possession of the CARRIER.

Independent Contractor Relationship: The relationship of CARRIER to **S & S Brokerage Inc.** shall at all time, be that of an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. CARRIER shall have the exclusive right to employ or discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees or agents of CARRIER at all times.

Notices: All notices required by or related to this Agreement shall be in writing, shall be deemed to have been given when sent and shall be delivered personally or sent U.S. registered or certified mail, return receipt requested, postage pre-paid, addressed as shown in the first paragraph hereof to the above referenced.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall survive in full force and effect and shall constitute the full Agreement between CARRIER AND S & S Brokerage Inc.

Entire Agreement and Modifications: This Agreement including all schedule(s) attached hereto constitutes the entire Agreement between the CARRIER and S & S Brokerage Inc. with respect to the subject matter of this Agreement and may not be modified or amended unless accomplished by writing, signed by both CARRIER and S & S Brokerage Inc. and no provision or requirement in this contract shall be considered waived unless a waiver is expressly endorsed hereon or attached here to.

Record Retention: CARRIER and BROKER agree to maintain their records of transportation performed pursuant to this agreement and to preserve this agreement for a period of three (3) years following the last shipment transported by CARRIER.

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement the day and year herein above written and by doing so, represent and warrant that they accept and agree to the terms contained herein and have been or are specifically authorized to do so on behalf of the organization they represent.

BROKER: S & S Brokerage, Inc.

Authorized Signature

Date

Printed Name

Title

CARRIER:

Authorized Signature

Date

Printed Name

Title

CARRIER PROFILE

A. Carrier Information

Carrier Name: _____

Physical Address: _____

City, State, Zip: _____

Contact Name, Title: _____

Phone # _____ Fax # _____

Contact Email: _____ Website: _____

EIN # _____ MC # _____ DOT # _____ SCAC _____

B. Insurance Information

Insurance Agent's Name: _____

Insurance Agent's Phone # _____ Fax # _____

C. Factoring Company or Payment Remit to Information

Factored? () Yes () No

Company Name: _____

Company Address: _____

City: _____, State: _____, Zip code: _____

Contact Name: _____ Phone # _____ Fax # _____

D. Equipment and Fleet Information

Type	Dimension	Quantity	# of Drivers	# of Tractors	# of Trailers
Van					
Reefer					
Flatbed					
Step					
DD					
RGN					
Others					

E. Lane Preferences/Areas Served: _____

QUICK PAY FORM

S & S Brokerage, Inc. offers a quick pay option should you want to receive your payment sooner than our normal 30 day terms. This option is available if we do not have an assignment of your accounts receivables to a factoring company. We will accept faxed or emailed documents for our quick pay option but we still require the original paperwork to be mailed to us within 30 days.

Quick Pay Option (Select One Only) :

- 4% for same day quick pay
- 3% for 7 days quick pay
- 2% for 15 days quick pay

Email documents for quick pay to: accounting@sandsbrokerageinc.com

Fax documents for quick pay to: 201-537-5242

REFERENCES

1) APEX CAPITAL CORP

6000 WESTERN PLACE SUITE 1000
FORT WORTH, TX 76107
PH: 1-800-511-6022

2) CRESTMARK TPG LLC

P.O. BOX 682348
FRANKLIN, TN 37068
PH: 615-620-3500

3) RTS FINANCIAL SERVICE

P.O. BOX 840267
DALLAS, TX 75284
PH: 1-800-860-7926

4) PAVESTONE CAPITAL, LLC

PO BOX 1110
FRUITLAND, ID 83619
PH: 855-621-3996

5) CHASE CARRIER INC

4810 TYLER STREET RIVERSIDE, CA 92503
PH: 909-383-1359

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-RRR, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement

FORM BMC-85

Filer FMCSA Account Number: 22512

License No. MC-766175

KNOW ALL MEN BY THESE PRESENTS, that we, S & S Brokerage Inc
(Name of Broker or Freight Forwarder)
of 222 Duncan Ave
(Street) Jersey City NJ 7306
(City) (State) (Zip)
as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association
(Name of Trustee)
a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)

do hereby bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) 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 Trust Fund Agreement 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 Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(g), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustor, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

- 7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
- 8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- 9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
- 10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
- 11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
- 12. This agreement shall be governed by the laws in the State of Arizona to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1 day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustor shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 1 day of October, 2013.

TRUSTOR

S & S Brokerage Inc
 COMPANY NAME
222 Duncan Ave
 STREET ADDRESS Jersey City
 CITY
NJ 7306 (201) 780-1788
 STATE ZIP CODE TELEPHONE NUMBER

Onkar Singh
 (Type or print Principal officer's name and title)
[Signature]
 (Principal officer's signature)
Misty Patel
 (Type or print witness's name)
[Signature]
 (Witness's signature)

TRUSTEE

Pacific Financial Association
 COMPANY NAME
12707 High Bluff Dr, Ste. 200
 STREET ADDRESS San Diego
 CITY
CA 92130 (800) 595-2615
 STATE ZIP CODE TELEPHONE NUMBER

Daniel J. Larson, President
 (Type or print Executive officer's name and title)
[Signature]
 (Principal officer's signature)
Shelly Wright
 (Type or print witness's name)
[Signature]
 (Witness's signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ day of _____, 12:01 a.m. standard time at the address of the Trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed _____ Signature of Authorized Representative of Trustor or Trustee _____

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to accept the obligations of Trustee and the financial ability to do so.

