

Company Name \_\_\_\_\_

## Carrier Qualification File Checklist Carrier File

### RECRUITING

1. \_\_\_\_\_ Carrier Information Sheet
2. \_\_\_\_\_ Logistics Truck Broker/Carrier Agreement 3/24/15
3. \_\_\_\_\_ Trailer Interchange Agreement
4. \_\_\_\_\_ CARB Air Resources Board
5. \_\_\_\_\_ Rate Agreement
  - a. \_\_\_\_\_ Accessorial Pay
  - b. \_\_\_\_\_ Logistics Truck Rate Per Loaded Mile
  - c. \_\_\_\_\_ Logistics Truck Rate Per Deadhead Mile
6. \_\_\_\_\_ Load Tender Policy
7. \_\_\_\_\_ Outside Carrier Requirements
8. \_\_\_\_\_ DOT Compliance
9. \_\_\_\_\_ W-9
10. \_\_\_\_\_ Direct Deposit Set Up
11. \_\_\_\_\_ Copy of Carrier Authority
12. \_\_\_\_\_ Evidence of enrollment in drug testing consortium
13. \_\_\_\_\_ Look up in carrier411, click Start Monitoring, and print Certificate of Due Diligence
14. \_\_\_\_\_ Copy of Insurance Certificate (as shown below)

### SAFETY

15. \_\_\_\_\_ Insurance Certificate (ACORD Format)
  - a. \_\_\_\_\_ Must name Sunset Pacific Logistics, Inc., as additionally insured
  - b. \_\_\_\_\_ Must have endorsement
  - c. \_\_\_\_\_ Must have \$1,000,000 liability and \$100,000 cargo
  - d. \_\_\_\_\_ Must have "unidentified equipment/trailer" coverage \$25,000
  - e. \_\_\_\_\_ Insurance Company Rating
16. \_\_\_\_\_ Review Accident History (print out) injuries, tow, accidents (SAFER)
17. \_\_\_\_\_ Review Carrier 411 CSA scores and DOT rating
18. \_\_\_\_\_ Add to Outside Carrier Driver Safety and Data Tracking

# **BROKER - CARRIER AGREEMENT**

**LOGISTICS TRUCK 3/24/15**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sunset Pacific Logistics ("BROKER"), a Registered Property Broker, Lic. No. MC-514833-B, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT-\_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

## **1. CARRIER REPRESENTS AND WARRANTS THAT IT:**

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Paragraph.
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.
- G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. (i) Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for public liability, \$ 1,000,000, and property damage, \$ 1,000,000, or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

(ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub par i) above, is valid or provides coverage, the

Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub par (i).

I. Does not have an "Unsatisfactory" or "Conditional" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". A CARRIER'S Unsatisfactory or Conditional rating will void this agreement. If BROKER discovers through its own investigation that CARRIER'S safety rating is "Unsatisfactory" or "Conditional", BROKER will void agreement immediately. BROKER cannot use CARRIER's who have an Unsatisfactory or Conditional rating.

J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

## **2. BROKER RESPONSIBILITIES:**

A. **SHIPMENTS, BILLING & RATES:** BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified. Only Emailed invoices with rate contract and all proofs of deliveries are accepted. Mailed or Faxed invoices will be subject to a paper invoice processing fee.

B. **LOAD TENDER:** All new load tenders will be sent to CARRIER (by agreed media) by the BROKER. The payment rate is stipulated in the RATE AGREEMENT Contract which is attached hereto and made a part hereof. **Always ask for the current per mile rate and miles before picking up your load.**

C. BROKER agrees to conduct all billing services to shippers. CARRIER turn in a company furnished "trip envelope" for payment through settlements. Trip envelope should include (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, or Rate Agreement incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax/email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

D. **RATES:** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

**E. PAYMENT:**

(i). The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's settlement within 7 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 14 (business days) advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

(ii). Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees. Invoices are to be sent via email to BROKER, or a "paper invoice charge" will be accessed.

F. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

G. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. **ADVANCES:** BROKER may provide CARRIER an advance on payment when the BROKER deems appropriate. BROKER will charge a reasonable initial fee (6%) and interest if applicable. If after final payment for services, CARRIER owes BROKER any monies, the CARRIER is to pay back BROKER within 30 days. Failure to do so, will result BROKER turning debt to collections, interest will accumulate, and CARRIER will be liable for any court costs in collecting outstanding debt.

I. BROKER may void contract due to safety reasons if deemed. A 12% monthly interest fee will be applied to debts past 30 days.

J. **TRAILER LEASE:** BROKER may lease trailer to CARRIER under terms of Trailer Interchange agreement. The BROKER will charge a lease fee (\$75 per month) while the CARRIER is using the trailer for the purpose of handling the BROKER's freight.

**3. CARRIER RESPONSIBILITIES:**

A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and

ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

iii. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.

iv. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 14 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 14 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

vi. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 1 day prior to shipment pick up.

vii. CARRIER will be responsible for all cargo claims (including damages, shortages) unless notated on Bill of Lading prior to taking possession of the cargo. It is in the best interested of the CARRIER to watch and count freight as it is loaded and off loaded from trailer. Notify the BROKER immediately when there is any discrepancy to avoid possible claim charges.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000; cargo damage/loss, \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy. The cargo insurance shall be in the form required by #49 C.F.R 1043 (b), and shall have no exclusions or restrictions that would not be accepted by the Interstate Commerce Commission 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.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

F. HOLD HARMLESS: CARRIER agrees to defend, indemnify, and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to the AGREEMENT. CARRIER further agrees to defend and hold harmless BROKER from any 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 the BROKER.

G. COMPLIANCE: CARRIER will be responsible for maintaining compliance with the Department of Transportation (DOT) and other governmental agencies. This includes (but not limited to) maintaining; legal logs, following hours of service laws, maintenance records (BIT, DOT, inspections records), maintenance repair records, drug testing, accident files and register, and roadside inspections.

G (i). CARB (California Air Resources Board) – CARRIER is responsible for utilizing and providing equipment that is in compliance with all California Environmental Laws include the California Air Resources Board (CARB).

H. PERMITS: CARRIER will have appropriate permits and licensing. BROKER will not provide any permits or license.

I. INDEPENDENTLY OPERATING COMPANIES: NONE of the CARRIER's drivers are ever to be under BROKER's direct dispatch, or supervision. NONE of the CARRIER's employees, agents, or sub contractors are to be considered employees, agents, or sub contractors, or assumed to be employees, agents, or sub contractors, of the BROKER. NONE of the CARRIER's trucks are "leased" to BROKER, nor working under BROKER's authority or dispatch, or assumed to be as such. The CARRIER is considered to be a fully, separate entity of the BROKER, free to dissolve relationship without notice. CARRIER is free to obtain business from any BROKER or CUSTOMER the CARRIER so chooses.

J. HOME TERMINAL: CARRIER is not to show 13875 Norton, Chino CA as home terminal.

#### **4. MISCELLANEOUS:**

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, freight forwarders, or customers direct.

C. WAIVER OF PROVISIONS:

(i). Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii.) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR), or DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, DRC or TAM nearest Chino, CA or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in California. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of California shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

(i.) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of \_\_\_\_\_ month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(ii.) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

(i.) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii.) In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. NOTICES:

i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. FAX/EMAIL CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers or email at the email addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.



**The relationship of the CARRIER to the BROKER shall, at all times, be individual, self directed companies.**

**CARRIER or BROKER may void contact at any time for any reason. Each party is to fulfill all obligations (financial and otherwise) when contract is voided.**

This contract is effective immediately when signed.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

Sunset Pacific Logistics (BROKER)

Name: \_\_\_\_\_(CARRIER)

\_\_\_\_\_  
Authorized Signature:

Authorized Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Company Address:

Company Address:

\_\_\_\_ 13875 Norton Ave. \_\_\_\_\_

\_\_\_\_\_

City\_\_Chino\_\_ State:\_\_CA\_\_ Zip: \_\_91710\_\_

City\_\_\_\_\_ State: \_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

DOT Compliance

As an Independent Outside Carrier working under your own DOT authority, you must maintain your own DOT Compliance. This includes (but not limited to):

- Maintain Logs
- Maintenance Records
  - BIT – DOT inspection records
  - Records of all repairs
- Drug Testing
  - Acceptance in a Random Program
- Accident Files and register
- Driver Qualification File(s)
- Roadside Inspections on File

All other home state domicile compliance (check with your state department of transportation).

I acknowledge that I am responsible for maintaining Department of Transportation Compliance as stipulated in the Federal Motor Carrier Safety Regulations

X

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Load Tender Policy

Sunset Pacific Logistics (BROKER) will tender all new load assignments to designated agents of the CARRIER. The agent of the CARRIER will dispatch the load to the driver.

- BROKER will not “dispatch” CARRIER’s driver’s directly.
- BROKER will not determine routes, transit times, etc for the CARRIER.
- NONE of the CARRIER’s drivers are ever to be under BROKER’s direct dispatch, supervision. NONE of the CARRIER’s employees, agents are employees or assumed to be employees of the BROKER.
- NONE of the CARRIER’s trucks are “leased” to BROKER, nor working under BROKER’s authority or dispatch.
- The CARRIER is considered to be a fully, separate entity of the BROKER, free to dissolve relationship without notice. CARRIER is free to obtain business from any BROKER or CUSTOMER the CARRIER so chooses.
- CARRIER is not to show 13875 Norton, Chino CA as home terminal.

Company Name \_\_\_\_\_

Dispatcher \_\_\_\_\_

X

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Outside Carrier Requirements

As an Independent Outside Carrier working under your own DOT authority, you must do the following. This includes (but not limited to):

UCR (permits)

Insurance

Must name Sunset Pacific Logistics as additionally insured

Must have endorsement

Must have \$1,000,000 liability and \$250,000 cargo

Must have "unidentified equipment/trailer" coverage

Fuel Tax

License Plate

DOT compliance

Permits

2290

Tax returns

Authority active

Work comp (recommend Occ/Acc)

BIT Inspections (if CA based carrier)

Annual DOT inspection

Medical card

Driver's License

I acknowledge that I am responsible for maintaining the above said documents

X

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **RATE AGREEMENT**

The following rate agreement is entered into between SUNSET PACIFIC LOGISTICS, INC (hereinafter) referred to as BROKER and \_\_\_\_\_ (hereinafter) referred to as CARRIER.

Rate agreement is effective immediately.

### **Pay- Loaded Miles Base Rate**

- The Total Rate Per Loaded Mile is determined by the following “Logistics Truck Rate Per Loaded Mile” Chart.
- The Total Rate Per Loaded Mile is determined by the EIA (US Energy Information Administration) U.S. On-Highway Diesel Fuel Prices, U.S. National Average.
- When your trip begins in Chino CA, you maintain the same rates per mile until your return.
- Miles are paid “PC MILER version 19, short”.
- This rate is for all point-to-point miles.
- Outbound Turnaround Premiums will be added to base rate (\$.05 3 days, \$.15 34 hours)
- Rates will fluctuate weekly depending on fuel. Be sure to inquire to what current rates are weekly, or visit the website <http://www.eia.gov/petroleum/gasdiesel/> .

### **Deadhead Miles Rate**

- The Total Rate Per Deadhead Mile is determined by the following “Logistics Truck Rate Per Deadhead Mile” Chart.
- The Total Rate Per Loaded Mile is determined by the EIA (US Energy Information Administration) U.S. On-Highway Diesel Fuel Prices, U.S. National Average.
- When your trip begins in Chino CA, you maintain the same deadhead rates per mile until your return.
- Miles are paid “PC MILER version 19, short”.
- This rate is for all point-to-point miles.
- Rates will fluctuate weekly depending on fuel. Be sure to inquire to what current rates are weekly, or visit the website <http://www.eia.gov/petroleum/gasdiesel/> .

**Additional Pay Rates, Accessorial Pay Rates, Fees, Deductions, Etc follows in next the proceeding pages.**

**RATE AGREEMENT**

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ .

This rate agreement is effective immediately when signed

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

SIGNATURE:

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

TITLE: \_\_\_\_\_

BROKER: Sunset Pacific Logistics, Inc.

SIGNATURE:

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

TITLE: \_\_\_\_\_



**SUNSET PACIFIC TRANSPORTATION, INC.**

**Direct Deposit Agreement Form**

***Authorization Agreement***

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I hereby authorize Sunset Pacific Transportation, Inc., to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold Sunset Pacific Transportation, Inc., responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Sunset Pacific Transportation, Inc., receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit from to the Sunset Pacific Transportation, Inc., Accounts Payable Department.

***Individual Information***

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Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_

***Account Information***

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Name of Financial Institution: \_\_\_\_\_

Routing No.: \_\_\_\_\_ Checking \_\_\_\_\_

Account No.: \_\_\_\_\_ Savings \_\_\_\_\_

***Signature***

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Authorized by (Print Name): \_\_\_\_\_ Title: \_\_\_\_\_

Signature  Date: \_\_\_\_\_

Please select a method of receiving your settlement sheet: **SELECT ONE ONLY**

Pick up in Dispatch     Email: \_\_\_\_\_     U.S. Mail (W-9 address)

**Attach Voided Check Here**