

# CARRIER PACKET

for

**Local Truck/Power Only – Southern California**



**SUNSET PACIFIC**  
TRANSPORTATION

[www.sunsetpacific.com](http://www.sunsetpacific.com)

# CHECKLIST

## Carrier Packet Submission for

### Local Truck/Power Only – Southern California

Please ensure the following list of documents are completed and signed in full. Also, where necessary, attach additional documents to your email submission:

#### Included in this PDF packet, please fill out in full and sign:

- ☐ Driver Contact Sheet
- ☐ W-9 Form
- ☐ Brokerage Agreement
- ☐ Trailer Interchange Agreement
- ☐ Carrier Information Sheet
- ☐ ACH/Direct Deposit form

#### To be attached as separate documents, in addition to the above:

- ☐ MC Authority Letter
- ☐ Drivers License (FRONT and BACK)
- ☐ Drivers medical certificate
- ☐ Insurance certificate (please see attach "insurance" to see requirement. \*\*\*All drivers hauling loads must be insured\*
  - a. Liability \$1,000,000
  - b. Cargo \$250,000
  - c. Unidentified Trailer Coverage \$80,000
  - d. Certificate Holder must show the following:  
Sunset Pacific Logistics, 14522 Yorba Ave Chino, CA 91710
- ☐ Registration Cab card
- ☐ A blank voided check if signing up for direct deposit

**Submit all completed and signed documentation via email to:**

**[recruiting@sunsetpacific.com](mailto:recruiting@sunsetpacific.com)**

## **WELCOME TO**



### **Contact Sheet**

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

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

Email: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_

CDL Number: \_\_\_\_\_ State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

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### **OFFICE USE ONLY**

Driver Code: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Rate of Pay: \_\_\_\_\_ Approved By: \_\_\_\_\_

**Carrier Information Sheet**

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

Company Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Other Number \_\_\_\_\_

FAX Number \_\_\_\_\_

MC # \_\_\_\_\_

DOT # \_\_\_\_\_

Owner \_\_\_\_\_ Owner Contact Number \_\_\_\_\_

Dispatcher \_\_\_\_\_ Dispatcher Contact Number \_\_\_\_\_

Drivers (list below)

Name\_\_\_\_\_ Phone\_\_\_\_\_

Name\_\_\_\_\_ Phone\_\_\_\_\_

Name\_\_\_\_\_ Phone\_\_\_\_\_

Name\_\_\_\_\_ Phone\_\_\_\_\_

Name\_\_\_\_\_ Phone\_\_\_\_\_

Name\_\_\_\_\_ Phone\_\_\_\_\_

## SUNSET PACIFIC LOGISTICS, INC. TRANSPORTATION BROKERAGE AGREEMENT

This Transportation Brokerage Agreement ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ by and between Sunset Pacific Transportation, Inc., a Federally Licensed Freight Brokerage, with its principal place of business located at Sunset Pacific Transportation, Inc., 14522 Yorba Avenue, Chino, California 91710,

(hereinafter referred to as "Sunset Pacific"), and \_\_\_\_\_

with its principal place of business located at \_\_\_\_\_  
(hereinafter referred to as "CARRIER").

### RECITALS

A. Sunset Pacific is a Freight Broker of general commodities duly licensed and authorized by, without limitation, the Federal Motor Carrier Safety Administration pursuant to Docket No. MC-514833, to engage in operations in Interstate or Foreign commerce, as a Broker, arranging for transportation of freight/cargo for its customers, except household goods, between and among points in the United States by Motor Vehicle with For-Hire Motor Carriers.

B. CARRIER is a Motor Carrier and/or Common Carrier of Property duly licensed and authorized by the FMCSA pursuant to Docket No. or MC# \_\_\_\_\_, and other applicable State and/or Federal Governmental Agencies to engage in operations and provide service in Interstate and Foreign Commerce in the transportation, without limitation, of freight/cargo of a type for which Sunset Pacific is authorized to act as a Broker as set forth above (General Commodities, except household goods), under continuing Contract(s) with Sunset Pacific.

C. The Parties do hereby enter into this Agreement pursuant to 49 USC §14101(b) for the purposes of providing and receiving specified services under specified rates and conditions, and under which the Parties intend to and hereby agree to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act, (Motor Carrier Act) and Title 49 of the United States Code, and/or of California statutes and regulations applicable to carriers, common carriers and/or freight forwarders under, without limitation, the California Civil Code, Public Utilities Code, Uniform Commercial Code, and the Vehicle Code, and regulations issued thereunder (including the exclusive remedies therein for breach of contract) to the extent allowed by law and to the extent that any provisions therein are inconsistent with any of the provisions of this Agreement.

D. Unless otherwise apparent from the context in which the term is used, the term "Party" shall refer to either Sunset Pacific or CARRIER.

Initials Carrier Representative: \_\_\_\_\_

- E. The term "Parties" as used herein shall refer to both Sunset Pacific and CARRIER.
- F. Unless otherwise apparent from the context in which the term is used, the terms "Property," "Cargo", "Freight," "Goods" and "Commodities" are used interchangeably in this Agreement.
- G. "Transportation Services" shall have the meaning used in 49 USC §13102(23) as it pertains to the movement of Property, and includes the pickup, transfer, and delivery, of property, and services related to the movement of such property as per 49 USC §13102(23)(B).

NOW THEREFORE, based upon the foregoing RECITALS, which are incorporated herein as if fully set forth below, and in consideration of the mutual covenants & agreements contained herein, the Parties mutually agree as follows:

### **TRANSPORTATION SERVICES**

1. CARRIER agrees to provide Sunset Pacific with Transportation Services at such time and place as may from time to time be required by Sunset Pacific and/or Sunset Pacific's customers, and without any guarantee of a minimum amount of business.
  - a. Licenses, Permits and Equipment. IF CARRIER is engaged in the hazardous material trucking business, or any other specialized or highly regulated transportation activities, CARRIER REPRESENTS they are fully familiar with the trucking services to be provided and the conditions under which the work is to be performed. CARRIER has all state, federal, county, or city certificates, permits, registrations, authorizations and licenses that are required or necessary for the conduct of business and the performance of transportation services under the terms of this Agreement. CARRIER will continue to have such certificates, permits, registrations, authorizations and licenses in full force and effect at all times while providing services under the terms of this Agreement.

### **TERM OF AGREEMENT**

2. This Agreement shall take effect as of the date first above written and shall remain in effect one year thereafter until terminated by either Party giving not less than thirty (30) days written notice to the other Party; provided this Agreement may be terminated for cause by Sunset Pacific upon five (5) days written notice to CARRIER. This Agreement does not terminate after one year; unless a party gives notice as described to terminate.

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### **BILLS OF LADING AND DELIVERY RECEIPTS**

3. CARRIER shall issue a Uniform Standard Bill of Lading for Property It receives for Transportation Services under this Agreement and shall be liable to the person entitled to recover under the Bill of Lading for loss of or damage to such Property. Carrier shall submit an original copy of the Receipt to Sunset Pacific evidencing delivery of the shipment, unless otherwise instructed by Sunset Pacific, in which case Carrier shall retain custody of the Receipt and provide it to Sunset Pacific upon request. The liability imposed by this paragraph is for the actual loss or injury to the Property. Failure to issue a Bill of Lading does not affect the liability of CARRIER, and CARRIER'S liability shall not be limited by a Common Carrier's liability under 49 USC §14706 (Carmack). The Freight/Cargo transported by CARRIER will not move under limitations of liability or any release rates.

4. CARRIER shall not issue and/or execute a Bill of Lading containing terms and/or conditions imposing Liability upon Sunset Pacific. Any terms on any Bill of Lading which conflict with this contract are Null and Void and superseded by this contract.

5. Freight/Cargo shall be picked up at point of origin and delivered to point of destination as specified by Sunset Pacific and/or Sunset Pacific's customer(s), and delivery shall be made by CARRIER as specified in the Bill of lading or other shipping documents which shall be picked up with the Freight/Cargo, and shall be completed upon delivery at point of destination to reflect the fact of delivery. CARRIER shall provide and submit to Sunset Pacific a completed Bill of Lading, Delivery Receipt, Freight Bill and other transportation documents within fifteen (15) days of the delivery of each shipment evidencing good delivery of the Freight/Cargo.

6. In the event that CARRIER'S personnel are not allowed or afforded an opportunity to view and/or examine the Goods in order to ascertain the condition of those Goods prior to loading on CARRIERS equipment, CARRIER'S personnel shall immediately notify Sunset Pacific and await instructions prior to transporting the shipment, and shall note on the Bill of Lading that they were not allowed or afforded an opportunity to view and/or examine the Goods shipped.

### **CARRIER'S RESPONSIBILITY FOR THE CARGO**

7. CARRIER's responsibility for loss of or damage to any Cargo/Freight shall commence at the time the cargo/freight is loaded upon CARRIER's equipment at point of origin and shall continue until said Cargo/Freight is delivered to the designated consignee at destination, or to any intermediate stop off point, and shall include the period of and for performing those Transportation Services Included in 49 USC §13102(23)(B).

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8. CARRIER agrees to transport the Commodities to the specified destination with reasonable dispatch (defined as the length of time that it would customarily and ordinarily take to transport a like shipment), unless a specified delivery date(s) and/or time(s) is communicated to CARRIER prior to pick up of any individual Shipment and/or if the Bill of Lading delineates (a) specified date(s) and/or time(s), in which event the delivery shall be at such specified date and/or time. CARRIER hereby assumes all liability for non-delivery within or at the specified date(s) and/or time(s) communicated to CARRIER prior to pick up and/or delineated on a Bill of Lading at the time of pick up. CARRIER hereby assumes all liability for Cargo loss and damage while such commodities are in CARRIER'S custody and control. No released value conditions, whether stated in CARRIER'S rates or otherwise, shall apply against Sunset Pacific or its customers.

9. In the event branded or labeled Goods are damaged, Sunset Pacific's customers may determine, within their sole discretion, and subject to a reasonableness standard, whether the Goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be credited against Sunset Pacific's customers' claims against CARRIER. Sunset Pacific's customers shall have the right to remove all identifying marks or labels when CARRIER pays Sunset Pacific or Sunset Pacific's customers for the full value of the damaged Goods and requests possession of the Goods for salvage. Alternatively, in the discretion of Sunset Pacific or its customers, the Goods shall be permanently marked as "damaged" or a similar notation, without debiting or otherwise charging Sunset Pacific's customers on account of such notations.

10. CARRIER shall process all claims for loss and damage to Cargo in a timely fashion, which shall include but not be limited to the following actions: (i) within fifteen (15) days after receipt of a claim, CARRIER shall acknowledge in writing to Sunset Pacific and the claimant that the claim has been received and tender said claim to their Cargo Liability Insurance Carrier; and (ii) within ninety (90) days after receipt of a claim, CARRIER shall provide written notification to the claimant and to Sunset Pacific that a claim will be paid and/or that a claim is denied in whole or in part with a specification of the reasons for any such denial.

## **INSURANCE**

11. CARRIER agrees to procure and maintain Cargo Insurance, with an insurance company with at least an "A-VII" AM Best rating, with the following minimum coverage limits to insure Sunset Pacific and its customers and to compensate the persons/entities who are legally entitled to any recovery for Cargo loss and/or damage.

40'-53' Containers, Trailers & Vans      \$250,000.00\*\*

\*\*Carrier can opt to carry \$100,000.00 cargo insurance for \$100 Gap insurance charge per month.

Initials Carrier Representative: \_\_\_\_\_

Sunset Pacific shall be named as an additional insured on such policy. CARRIER shall cause its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance which Certificate shall require that the Insurance Carrier give Sunset Pacific thirty (30) days written notice prior to the cancellation of such policy.

12. CARRIER agrees to procure and maintain General Liability insurance, with an insurance company with at least an "A-VII" AM Best rating, for Bodily Injury with limits of Liability of not less than One Million Dollars (\$1,000,000.00) for each person, and One Million Dollars (\$1,000,000.00) aggregate, and Property Damage with limits of no less than One Hundred Fifty Thousand Dollars (\$150,000.00) for each occurrence/aggregate. Sunset Pacific shall be named as an additional insured on such policy. CARRIER shall cause shall its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance for such coverage and to require Its Insurance Carrier to give Sunset Pacific thirty (30) days written notice prior to any cancellation of said policy.

## **RATES**

13. CARRIER's compensation for any specific shipment or shipment may be orally agreed to between the Parties, and however the compensation shall (must) be subsequently confirmed by Sunset Pacific to CARRIER in a writing ("the Rate Confirmation Sheet"), which can be sent by facsimile, e-mail, text message, or by other electronic means. The Rate Confirmation Sheet shall state the Contract Rate, identify the pickup date, origin, destination, rate and any other instructions or requirements regarding the shipment of the Cargo. Carrier agrees to procure and maintain automobile liability insurance with an insurance company with at least an A-VII AM best rating, for bodily injury-property damage CSL with limits of liability of not less than \$1,000,000. Sunset Pacific shall be named as additional insured on such policy. CARRIER shall cause its Insurance Carrier to forward forthwith to Sunset Pacific a standard Certificate of Insurance for such coverage and to require Its Insurance Carrier to give Sunset Pacific thirty (30) days written notice prior to any cancellation of said policy.

14. CARRIER agrees that any interstate or intrastate tariffs, released value clauses or rates, or other liability limitations which now or in the future may exist in CARRIER'S schedules or tariffs shall not apply to transportation provided by CARRIER to Sunset Pacific and/or Sunset Pacific's customers during the term of this Agreement unless they are expressly stated in this Agreement or in the Rate Confirmation Sheet. By way of this Agreement, CARRIER'S tariffs are specifically excluded from and will not be incorporated into this Agreement.

15. All Rate Confirmation Sheets shall be incorporated as Addenda to this Agreement and the Parties agree to retain all such Addenda for the period required by applicable law. Copies of Rate Confirmation Sheets will remain on file with Sunset Pacific.

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16. Fixed Rates, if any, between the parties hereto are set forth on an Addendum "A" attached hereto. The Parties agree that the Fixed Rates may be amended and/or modified based upon then current market conditions. The Rate Confirmation Sheets as hereinabove set forth shall be deemed to amend and/or modify said Fixed Rates for the shipment(s) to which such Rate Confirmation Sheets pertain.

17. Any claim for overpayment or underpayment of transportation charges in connection with Cargo shipments transported under this Agreement, shall be presented by the Party asserting the claim to the other Party within thirty (30) days of discovery of the claim by that Party, but in no event will any such claim be asserted more than ninety (90) days after the delivery of the cargo/shipment(s) giving rise to any such claim.

### **CARRIER'S SERVICE WARRANTIES**

18. All Freight/Cargo transported by CARRIER pursuant to this Agreement shall only be transported by CARRIER on, in, or with equipment owned by CARRIER or leased to CARRIER under a lease having durations of more than thirty (30) days operating under CARRIER's operating authorities. CARRIER will not authorize and/or permit its Tractor(s) and Trailer(s) to be unattended at any time from and after the time the Freight/Cargo is loaded upon CARRIER's equipment at point of origin until said Freight/Cargo is delivered to the designated consignee at destination or to any intermediate stop off point.

19. CARRIER shall not, in any matter, sub-contract, broker, or tender to any third party for transportation any Freight tendered to CARRIER by Sunset Pacific and/or Sunset Pacific's customers for transportation pursuant to this Agreement.

20. CARRIER shall use such forms and keep such records of shipments as Sunset Pacific shall reasonably prescribe.

21. CARRIER's rates and tariffs as a Motor Common Carrier shall not, except as may be specifically provided in this Agreement, be applicable to any transportation which it shall perform for and on behalf of Sunset Pacific's customers.

22. CARRIER will, at all times, have an USDOT Safety Rating that is satisfactory, and at no time will It allow its safety rating to become unsatisfactory. CARRIER shall Immediately notify Sunset Pacific in the event its Safety Rating becomes unsatisfactory. Sunset Pacific shall have the right to immediately terminate this Agreement if CARRIER'S Safety Rating becomes unsatisfactory without any additional notice or right to cure otherwise set forth in this Agreement.

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23. CARRIER represents and warrants that the driver(s) utilized in providing CARRIER's services under this Agreement will be competent and properly licensed, and fully informed of their responsibilities for the protection and care of the involved commodities.) Neither Sunset Pacific, nor Sunset Pacific's customers, will be responsible for paying any driver's salary, wages, compensation or charges, or for Workers' Compensation coverage, or any taxes based on salary, wages, or compensation; any and all such payments shall be the responsibility of CARRIER. CARRIER will provide and maintain the necessary equipment to perform its Transportation Services under this Agreement and will provide and pay for all fuel and expenses necessary to operate the equipment; neither Sunset Pacific nor Sunset Pacific's customer will be responsible for any of those expenses except to the extent that it is set forth in the Compensation/Settlement Sheet. CARRIER represents that the services it furnishes under this Agreement will be performed without violating local, state or federal laws or regulations, and that CARRIER has complied with and will comply with all laws and regulations of local, state, and federal authorities and regulatory bodies having jurisdiction over the operation of the vehicles used in the performance of the Transportation Services. CARRIER further warrants that all motor vehicle equipment provided by CARRIER for the transportation of food grade products will comply with the requirements of the Sanitary Food Transportation Act and the Food Safety Modernization Act, and that none of the equipment provided for the transportation of food, food grade products or cosmetics has been or will be used for the transportation of any type of waste of any kind, garbage, hazardous materials, or any other commodity that might adulterate or contaminate food, food products or cosmetics.

24. At the time each shipment is received by CARRIER from Sunset Pacific and/or Sunset Pacific's customer(s), CARRIER will request and obtain instructions concerning all handling, securing, and protection of product requirements of each shipment, including specifications noted on the bill of lading or otherwise. CARRIER is responsible for ensuring that all Freight is properly blocked and braced for transportation unless tendered to CARRIER in a pre-loaded, sealed trailer and CARRIER is instructed not to break the seal(s) on the trailer, which fact and instruction must be noted on Bill of Lading. CARRIER is responsible to determine that the Goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the Goods shipped, before loading and, in the event that they are not CARRIER will contact Sunset Pacific for further instructions prior to loading and/or shipping the Goods.

#### **RELATIONSHIP OF SUNSET PACIFIC TO CARRIER**

25. It is understood and agreed that it is the intention of the Parties that the relationship of CARRIER to Sunset Pacific shall be that of an Independent Contractor and that the sole purpose of this Agreement is to establish the terms upon which CARRIER will execute this Agreement, and that CARRIER is not the agent, employee, subcontractor or representative of Sunset Pacific for any purpose.

Initials Carrier Representative: \_\_\_\_\_

26. CARRIER agrees that Sunset Pacific shall have no responsibility whatsoever to CARRIER, its drivers, drivers' helpers, agents, subcontractors, employees and/or other workers for payment of any salaries, wages, fines, or subsistence or for any resulting expenses of any nature incurred from the use of the persons and equipment used to perform the Transportation Services.

#### **LAWFUL CHARGES -CREDIT -C.O.D.**

27. Neither CARRIER nor any person or entity employed or utilized by CARRIER in the performance CARRIER's duties under this Agreement shall have any authority to accept less than the full freight charges due to Sunset Pacific from the consignees, nor to accept less than prescribed C.O.D. charges due to the shipper.

28. In the event a shipment is paid "C.O.D.", the following terms shall govern: Any shipment to be paid for by check shall be by cashier's check. Unless Sunset Pacific shall expressly authorize CARRIER in writing to the contrary, CARRIER shall not extend credit to the consignees for freight charges or C.O.D. charges, or accept personal or company checks from the consignee in payment of same, and if CARRIER does any of the acts delineated herein, said acts shall be at the sole risk of CARRIER.

29. All monies received by CARRIER or any person utilized by CARRIER in the performance of CARRIER's services under this Agreement, for C.O.D. transportation charges are the property of Sunset Pacific, and C.O.D. charges for cargo/product are the property of Sunset Pacific and/or Sunset Pacific's customers as may be designated by Sunset Pacific. CARRIER and other persons utilized by CARRIER in the performance of CARRIER's services under this Agreement shall hold such monies in trust for Sunset Pacific and/or Sunset Pacific's customers and shall remit the same as instructed by Sunset Pacific immediately upon receipt thereof.

30. Neither Carrier nor any other person utilized by CARRIER in the performance of CARRIER's services under, has or shall have any authority to execute or endorse any negotiable instrument for or on behalf of Sunset Pacific and/or Sunset Pacific's customers.

#### **NONSOLICITATION OF SUNSET PACIFIC'S CUSTOMERS**

31. During the effective dates of this Agreement, and for a period of one (1) year from and after CARRIER's last day of transporting any Cargo for Sunset Pacific, CARRIER will not, without the prior written consent of Sunset Pacific, call on, solicit or take away any of Sunset Pacific's customers as to any shipping of a type and in the states for which Sunset Pacific provides shipping for the respective customers Should CARRIER directly do business with any of Sunset Pacific's' customers during the effective dates of this Agreement and/or within one (1) year after the termination of this Agreement in

Initials Carrier Representative:\_\_\_\_\_

violation of the foregoing provisions of this Paragraph, CARRIER will pay to Sunset Pacific a commission/rate of twenty percent (20%) of all gross freight charges received by CARRIER as to any and all such shipments of Freight/Cargo which are in violation of this paragraph.

### **CONFIDENTIALITY**

32. CARRIER shall not, without the prior written consent of Sunset Pacific, use for CARRIER's own benefit or purposes or for the benefit or purposes of any other person, firm, partnership, association, or corporation or other business organization, entity or enterprise, or disclose (except in, and to the extent necessary for, the performance of its duties under this Agreement) in any manner to any person, firm, partnership, association, or corporation or other business organization, entity or enterprise, any trade secrets, information, data, know-how or knowledge (including, but not limited to, that relating to costs, freight rates, freight discounts, pricing and marketing methods) belonging to or relating to the affairs of Sunset Pacific, except to the extent otherwise required by law. Upon termination of this Agreement, CARRIER will return to Sunset Pacific any written proprietary or confidential information of Sunset Pacific which is in CARRIER's possession, custody, or control, and CARRIER will delete or destroy any other proprietary or confidential information of Sunset Pacific which is in CARRIER's possession, custody, or control, including, without limitation, any Sunset Pacific customer lists whether or not identified as proprietary or confidential.

### **GENERAL INDEMNITY**

33. CARRIER covenants and agrees to fully defend, protect, indemnify and hold harmless Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents, and Sunset Pacific's customers, from and against each and every claim, demand or cause of action and from any and all damage, loss, liability fees, costs, and expense (including, but not limited to, attorneys' fees and expenses incurred in defense of Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents and/or Sunset Pacific's customers) which may be made or asserted by CARRIER, CARRIER's drivers, drivers' helpers, agents, subcontractors, employees, or other workers and/or third parties (including, but not limited to, Sunset Pacific's agents, servants, employees and/or customers) and/or which may be incurred by Sunset Pacific, Sunset Pacific's owners, directors, officers, employees and agents, and/or Sunset Pacific's customers, resulting from:

- a. Injury to death of persons, loss or destruction of or damage or delay to Freight or other property, including the conversion thereof, caused by, or resulting in any manner from, any acts or omissions, intentional, reckless, negligent or otherwise, of CARRIER or any of CARRIER's drivers, drivers' helpers, agents, subcontractors, employees or other workers, in performing or

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failing to perform or otherwise arising out of or in connection with any of the services or duties of CARRIER to be performed under this Agreement.

b. The making or issuance of any false or fraudulent bills of lading, freight bills, manifest or the giving or receiving of any false or fraudulent receipts for any Freight or Freight charges by CARRIER or by any of CARRIER's drivers, drivers' helpers, agents, subcontractors, employees and/or other workers.

c. Theft or embezzlement on the part of CARRIER and/or CARRIER's drivers, drivers' helpers, agents, subcontractors, employees and/or other workers, including, without limitation, non-payment to Sunset Pacific or Sunset Pacific's customer(s) of any payment(s) given to CARRIER and/or CARRIER's drivers, drivers' helpers, agents, subcontractors, employees and/or other workers, which are supposed to be paid to Sunset Pacific and/or Sunset Pacific's customer(s) and/or the unauthorized failure to obtain full payment in compliance with this Agreement of monies which are supposed to be paid to Sunset Pacific or Sunset Pacific's customer(s) upon delivery of the Goods.

d. Sunset Pacific's possession of public liability and/or cargo loss-and-damage insurance will in no way affect CARRIER's indemnity obligations to Sunset as provided for in this Agreement. Furthermore, any limitations on CARRIER'S insurance policies (for liability of any and all kinds) shall NOT affect CARRIER'S liability and indemnity obligations to Sunset Pacific.

### **RESPONSIBILITY FOR PAYMENT OF RATES**

34. Sunset Pacific shall be solely liable for and responsible to CARRIER for its freight charges arising out of this Agreement. Within fifteen to thirty (15-30) days after Sunset Pacific's receipt of a clear delivery receipt, Sunset Pacific agrees to pay to CARRIER the contract rate and charges. Sunset Pacific's customers shall have no obligation to pay CARRIER for shipping done pursuant to this Agreement; rather, any payment to be made by Sunset Pacific's customers with regard to the payment of transportation charges shall be made to Sunset Pacific.

35. CARRIER appoints and designates Sunset Pacific as its agent for the purpose of billing and collection of freight charges from Sunset Pacific's customers for which Sunset Pacific arranges the transport by CARRIER of Freight/Cargo.

36. CARRIER shall not communicate in any manner, directly or indirectly, with Sunset Pacific's customers, consignors, consignees or any party other than Sunset Pacific concerning the collection of

Initials Carrier Representative: \_\_\_\_\_

any charges relating to transportation services accruing in connection with or as a consequence of this Agreement except to request payment at the time of delivery for the Goods/shipment.

37. CARRIER waives any right it may otherwise have to proceed or commence any action against Sunset Pacific's customers for the collection of any freight bills arising out of transportation services performed by CARRIER under this Agreement.

38. Sunset Pacific shall have a lien on the Freight if and to the extent provided by law and/or by agreement with Sunset Pacific's customers for shipping such Freight. CARRIER shall have no lien, and hereby expressly waives its right to any lien (contractual, statutory, or otherwise), on any Cargo, Freight or other property of Sunset Pacific and/or Sunset Pacific's customers.

39. Compensation paid to CARRIER under this Agreement may be withheld in whole or in part by Sunset Pacific or any of its subsidiaries or related companies to satisfy claims or shortages arising out of this or other Agreements, or to satisfy advances made to, or on behalf of, CARRIER, or to satisfy any debt owed by CARRIER to Sunset Pacific or any of its subsidiaries or related companies.

## **ASSIGNMENT**

40. This Agreement and the rights, duties or obligations of a Party thereunder may not be sold, assigned, or transferred without the prior written consent of the other Party, except as required by law. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the respective legal representatives, successors, and successors-in-interest, of the Parties.

## **ENTIRE AGREEMENT**

41. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter. Neither Party has relied upon any representations made by or on behalf of the Party in entering into this Agreement. This Agreement merges and supersedes all previous oral and written discussions, negotiations, representations, understandings, and agreements, between the Parties with respect to the subject matter thereof and supersedes and replaces any and every other such oral or written understanding, representation, and agreement, heretofore had between the Parties as to such subject matter. Any modification or amendment of any provision of an Agreement must be in writing and bear the signature of the duly authorized representative of each Party.

Initials Carrier Representative: \_\_\_\_\_

## WAIVER

42. No covenant, term or condition of this Agreement shall be deemed to have been waived unless such waiver is in writing and is signed by the party alleged to have made the waiver. Waiver of a covenant, term or condition on one occasion shall not constitute a waiver of such covenant, term or condition on any other occasion or a waiver of any other covenant, term or condition.

## NOTICES

43. Except as otherwise provided in this Agreement, all notices required by this Agreement, including, without limitation, notice of termination of the Agreement, shall be in writing and delivered by personal delivery, by next business day delivery by Federal Express, UPS, or OHL, or by overnight United States mail with certified or registered delivery, to the party to whom it is directed, with delivery costs thereof fully paid. All delivery or mailing charges shall be paid in full by the sender. Notices shall be deemed to be received on the date of personal delivery; on the next business day following deposit with FedEx, UPS, OHL, or the United States Postal Service. Such notices shall be addressed and sent to the following addresses, which the respective recipients may change by giving written notice of that change to the other party:

If Sent to Sunset Pacific:

By Personal Delivery, U.S. Mail, or FedEx, UPS; or DHL:

Sunset Pacific Transportation

14522 Yorba Ave.

Chino, CA 91710

Attn. Cassandra Bielma

If Sent to CARRIER:

Name\_\_\_\_\_

Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Attn:\_\_\_\_\_

Either Party may change its e-mailer other address or fax number for receipt of notices by giving notice thereof to the other Party in the manner set forth above.

## ATTORNEYS' FEES AND COSTS

44. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it/he/she may be entitled. This provision shall be construed as applicable to the entire contract.

Initials Carrier Representative:\_\_\_\_\_

## TERMINATION/CURE

45. This Agreement may be immediately terminated upon written notice given to a breaching Party by a non-breaching Party (a) upon material breach by the breaching Party, if the breach by its nature cannot be cured; or (b) if the breaching Party fails to cure any other material breach under the Agreement within five (5) days of written notice of such breach.

## SURVIVAL

46. Upon termination of this Agreement as herein provided, neither party shall be under any further obligation to the other, except for those obligations specified in this Agreement to arise upon, or remain in effect beyond, the termination date or as otherwise necessary to fulfill the intent of the Parties based upon a fair reading of the Agreement, including, without limitation, the respective payment, liability, and indemnity provisions thereof.

## NO PARTNERSHIP

47. Nothing in this Agreement is intended to, nor does it create any partnership, joint venture or agency between the Parties. Neither Party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other Party.

## ARBITRATION

48. The parties to this Agreement agree to arbitrate any and all disputes, claims, or controversies ("claims") they may have against each other, including their current and former agents, owners, officers, directors, or employees, which arise from this relationship. **THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO BRING SUCH CLAIMS TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL.** The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California, county of San Bernardino. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any and all customers and clients of Sunset Pacific are designated as Third Party Beneficiaries, and therefore Carrier consents that any and all matters involving said Third Party Beneficiaries shall be arbitrated pursuant to this arbitration clause. The decision of the arbitrator shall be made in writing and

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will be final, conclusive and binding on the Parties. The prevailing Party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Transportation Law and shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

Class Action lawsuits, class-wide arbitrations, private attorney-general actions and any other proceeding where a party acts in a representative capacity aren't allowed. The arbitrator shall be limited to deciding cases on an individual basis only, and is not authorized or empowered to arbitrate class or representative cases. **By Initialing here, Carrier agrees to this waiver by initialing here:**\_\_\_\_\_

To the fullest extent permitted by law, the Parties agree that they shall not join or consolidate claims submitted for arbitration under this Agreement with those of any other persons or entities, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the Parties. The dispute will be decided by a single neutral arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the Parties or as directed by the arbitrator.

The decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The parties agree that any relief or recovery to which they are entitled arising out of the business relationship or cessation thereof shall be limited to that awarded by the arbitrator.

## MISCELLANEOUS

49. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator pursuant to the Arbitration clause of this contract, to be invalid or unenforceable, the remaining provisions will nonetheless continue in full force and effect without being impaired or invalidated in any way. If any provision in this Agreement would otherwise be unenforceable due to its duration, geographic area and/or scope, then the maximum period, scope and/or geographic area legally permissible under such circumstances will be deemed to have been agreed upon by the parties and will be substituted in place of the period, scope or area stated herein.

50. Jurisdiction and Venue. Notwithstanding the parties agreement to arbitrate disputes pursuant to paragraph 48, The parties agree that the exclusive jurisdiction and venue for any action arising under any Agreement will be located in San Bernardino County, California.

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51. Time of the Essence. Except as otherwise set forth in this Agreement, including any right to cure provisions and notice requirements thereto, time shall be of the essence for the Parties' performance of their respective obligations under this Agreement.

52. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

53. Construction. This Agreement shall be construed as a whole and in accordance with its fair meaning, and in accordance with the substantive laws of the State of California without regard to California's conflict of laws.

54. No Construction Against Drafter. Each Party acknowledges that it has had full opportunity to consult with an attorney regarding the terms of this Agreement, and to review and participate in the drafting of the final form of the Agreement. Accordingly, this Agreement and each provision herein shall be construed without regard to any presumption or other rule of construction whereby any ambiguities would be construed or interpreted against the party causing the document to be drafted.

Initials ES

Initials \_\_\_\_\_

55. When required by the context of this Agreement, masculine shall include the feminine, masculine or feminine shall include the neuter, singular shall indicate the plural, and vice versa.

56. Headings. The headings and captions used in this Agreement are for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain.

57. This Agreement shall only become effective upon execution by all parties and delivery thereof to the other parties.

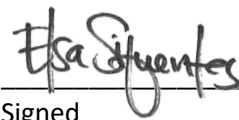
58. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original executed Agreement, but all such counterparts shall constitute one and the same Agreement. Facsimile or scanned and delivered copies shall be deemed to be originals.

59. Authority. Each party has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated thereby. Each person signing on behalf of an entity represents that he or she is authorized to bind the party on whose behalf the signature is proffered.

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IN WITNESS WHEREOF, each Party hereto has caused his, her, or its name to be subscribed and executed below as of the day and year first above written. If executed on behalf of an entity, the person signing on behalf of such entity acknowledges and represents that he or she is authorized to execute this Agreement on behalf of such entity and to thereby cause the entity to enter into this Agreement

Dated \_\_\_\_\_



Signed \_\_\_\_\_

Elsa Sifuentes

Printed \_\_\_\_\_

For Sunset Pacific Safety Manager  
(Title)

Dated \_\_\_\_\_

Signed \_\_\_\_\_

Printed \_\_\_\_\_

For CARRIER \_\_\_\_\_  
(Title)

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

Email: \_\_\_\_\_

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

**\*\*We encourage carriers to email their invoice and PODs to [pod@sunsetpacific.com](mailto:pod@sunsetpacific.com)**

Initials Carrier Representative: \_\_\_\_\_

## Trailer Interchange Agreement

NOW THEREFORE, in consideration of the representations made herein, Sunset Pacific Logistics, Inc., and \_\_\_\_\_ hereinafter referred to as "CARRIER", agree as follows:

1. CARRIER agrees to indemnify, defend, and hold harmless SUNSET PACIFIC TRANSPORTATION, INC., and SUNSET PACIFIC LOGISTICS, INC., hereinafter referred to as "COMPANY", from any claims, damages, liabilities, demands, or losses, which arise while operating a COMPANY trailer.
2. Upon beginning a trip involving a trailer interchange, CARRIER agrees to inspect the trailer and notify the COMPANY of any damage prior to beginning your trip. If during the trip any maintenance should become necessary, it will be the responsibility of CARRIER to perform as little maintenance or tire replacement as possible to get the trailer back to the COMPANY'S nearest location. Trailer must be safe to be on the road and meet or exceed all DOT safety requirements. The expense of such a road repair will be at the cost of the COMPANY, unless the necessary road repair was caused by an accident or the negligence of CARRIER or the CARRIER'S driver. At no time should CARRIER operate the trailer in an unsafe manner or condition. CARRIER accepts full and complete liability for the condition of the trailer while under CARRIER control.
3. CARRIER must provide receipt for reimbursement of repairs deemed COMPANY responsibility.
4. CARRIER agrees to bear the cost of any damage and all costs associated with the repairs of the trailer, arising from CARRIER use of the trailer. If the trailer is stolen or lost, CARRIER will pay COMPANY the replacement cost of such trailer.
5. COMPANY shall not be liable in any way for loss or damage to a third party's property or person while CARRIER is operating a COMPANY trailer, regardless of the cause of such loss.

6. CARRIER will properly inspect trailer before operating. Should any accident occur involving loss of property, injuries, or death due to any trailer deficiency mechanical or otherwise that should have been identified during pretrip inspection and repairs, the CARRIER will bear full responsibility for such loss or property, injuries, or death.
7. CARRIER agrees that the trailer shall not be used for any improper or unlawful purpose.
8. CARRIER shall notify COMPANY where the trailer has been dropped as soon as possible after completion of the movement, so owner will always be able to track the location of the trailer.
9. CARRIER agrees to have "unidentified equipment/trailer" coverage as a part of their insurance for at least \$80,000.

These terms agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Sunset Pacific Transportation

By: \_\_\_\_\_

Carrier

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

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

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

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

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Quick – Pay Fee Schedule

### **ACH/Direct Deposit!!!!** (no fee for ACH/Direct Deposit)

Fuel Advance	8.50%
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*Same Day Quick Pay (Check Only) Pick up/Mail	7.00%
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(No Funds Hold) Invoice must be received by 10 am, no exceptions

* <b><u>Next Day</u></b> Quick Pay and Direct Deposit	5.35%
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(No Funds Hold)

*2-Day Quick Pay and Direct Deposit	4.49%
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(No Funds Hold)

*5-Day Quick Pay and Direct Deposit	3.49%
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(No Funds Hold)

* 30 Day Direct Deposit	No Charge
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*-All fees are deducted from the invoice before the QP fee is applied.*

*-PLEASE INDICATE YOUR PREFERENCE ON **EACH AND EVERY** INVOICE, OTHERWISE IT MAY DELAY PROCESSING.*

*-Also indicate if you want your payment mailed, or if you would like to pick up the check, or direct deposit.*

**\*With Invoice and ALL Proofs of Delivery (POD's) – Must be legible, NO EXCEPTIONS**

Please allow 3 days for initial direct deposit set-up.

**For more information you can contact your Logistics Supervisor or**

**Accounts Payable (909) 696-3063 Karina M-F 8:00am to 5:00pm**

**or by email [logistics@sunsetpacific.com](mailto:logistics@sunsetpacific.com)**



# SUNSET PACIFIC

## L O G I S T I C S

### Vendor ACH/Direct Deposit Setup Form

(U.S. Banks only)

#### VENDOR INFORMATION

Date:			
Vendor Name:			
Street Address: City, State, Zip			
Federal Tax ID or Social Security No.:			
Send remit advice to email address:			
Type of Account:	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>	

#### VENDOR BANK INFORMATION

Vendor Name as listed on Account:			
Bank Name:			
Bank Address: City, State, Zip			
Bank Account #			
ACH Routing # (9 digits)/ABA No.			
Payment Terms desired:			
	Pre-established Terms – No Fee	<input type="checkbox"/>	2-Day Quick Pay 4.49%
	Next Day Quick Pay – 5.35%	<input type="checkbox"/>	5-Day Quick Pay 3.49%

I certify that I am an authorized representative of the above stated vendor and am authorized to allow the deposit of electronic funds into the business account of such vendor:

Vendor Signature:		Date:	
Name (Printed):		Phone:	
Title:			
Email Address:			

**\*Please email this completed form AND a voided check to:**  
**logistics@sunsetpacific.com or fax to (909) 696-3063. If a voided check is**  
**not received, the request will not be processed.**