



575 FM 511
Olmiteo, TX 78575
Phone: (956) 541-8500 Fax: 956-541-3435

**PLEASE SIGN THE BROKER/CARRIER AGREEMENT AND RETURN TO US
WITH THE FOLLOWING DOCUMENTS:**

COPY OF MOTOR CARRIER AUTHORITY

W9 FORM

**COPY OF PHOTO I.D. OF AUTHORIZED REPRESENTATIVE
(PERSON WHO SIGNS FOR THE CARRIER)**

INSURANCE CERTIFICATE REQUEST

FAX: 956-541-3435



575 FM 511
Brownsville, TX 78526
Phone: (956) 541-8500 Fax: 956-541-3435

INSURANCE CERTIFICATE REQUEST

To: _____
(Insurance Agent) (Insurance Agent Fax Number)

Insured: _____
(Carrier Name)

(Carrier Address)

(Carrier City, State, and Zip Code)

(Carrier Signature)

RE: CERTIFICATE OF INSURANCE REQUEST

This fax is to request a signed, certificate of insurance on the above insured. Please include the following information:

1. Coverage
 - Auto liability (minimum \$1,000,000 policy – U.S. funds)
 - Cargo liability (minimum \$100,000 policy – U.S. funds)

2. Certificate Holder

Eddie Jaimes Trucking, USA, Inc.
575 FM 511
Olmito, TX 78575



3. Safety Requirements:

- All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker.
- Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."
- Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence

BROKER/CARRIER AGREEMENT FOR MOTOR TRANSPORTATION

THIS AGREEMENT, (the "Agreement") made as of the _____ day of _____, 20____ by and between

(hereinafter referred to as "CARRIER") and Eddie Jaimes Trucking USA, Inc., a Transportation Broker, located at 575 FM 511, Brownsville, TX 78526, (hereinafter referred to as "BROKER").

WITNESSETH

1) BROKER is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods and hazardous materials) by motor vehicle (MC# 209880).

2) CARRIER is a duly licensed contract motor carrier operation under Docket No. MC _____ and DOT No. _____ as issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities. For In State Carriers Only: CARRIER certifies that it operates under the authority granted by State of _____ under DOT Certificate Number _____.

3) CARRIER agrees to accept lawful shipments of property offered it by BROKER subject to the capacity of CARRIER'S authorization, equipment and facilities, and to transport such shipments to the destinations designated by BROKER. In the event CARRIER is unable to supply services within the time requested by BROKER, it shall so advise BROKER and arrange to provide service at a later date, or BROKER may, if it desires, elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of the terms of this contract. In the event of failing to notify BROKER in a reasonable and timely manner, BROKER has the right to administer a fine for failing to pick up a confirmed load.

4) CARRIER shall not cause or permit any shipment assigned by BROKER to be brokered to or transported by any other motor carrier, or in substituted service by rail or by other modes of transportation, without prior written consent of BROKER. Any violation shall be subject to nonpayment of freight charges.

5) CARRIER agrees to maintain and keep in full force and effect at its own expense a minimum of \$100,000 cargo liability insurance with refrigeration breakdown coverage (for temperature sensitive loads) per vehicle which shall cover all goods moved by CARRIER under the terms of this Agreement. CARRIER will also maintain a minimum of \$1,000,000 per occurrence automobile liability insurance. CARRIER shall furnish to BROKER A Certificate of Insurance evidencing said insurance coverages and naming EDDIE JAIMES TRUCKING USA, INC. as a certificate holder on said policies.

6) CARRIER, at its own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder, and shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. CARRIER, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by local, state, or federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.

7) From the date of this Agreement forward, each shipment tendered to CARRIER for transportation between points of origin and destination shall be deemed to be tendered to CARRIER as a contract motor carrier and such shipments will be governed solely by the provision of law applicable to contract motor carriage as set forth in this agreement.

8) CARRIER agrees to immediately notify BROKER of any accident or event which impairs the safety of or materially delays delivery of goods or shipments and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.

9) CARRIER will issue and sign a standard bill of lading or receipt acceptable to BROKER and underlying shippers on acceptance of the goods, and CARRIER assumes the liability of interstate common carrier from the time of receipt of said goods by the CARRIER until proper delivery is made. Such receipt of bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of document. All such documents shall show the actual consignor and consignee, and BROKER shall appear in the "bill To" section and in the "Special Instruction" section as being shipped under its contract authority but NEVER as the CARRIER.

10) CARRIER will bill BROKER, and BROKER will pay CARRIER for freight charges payable to CARRIER on freight shipments tendered to CARRIER. CARRIER'S freight charges will be based on a Rate Confirmation amount negotiated between BROKER and CARRIER on each individual shipment before CARRIER is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.

11) BROKER will bill the shipper/consignee for each shipment moved by CARRIER and payment thereof by shipper/consignee to BROKER shall relieve the shipper/consignee of any liability to CARRIER for nonpayment.

12) BROKER agrees to offer for shipment and CARRIER agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during the term of this Agreement.

13) It is the intent of the parties that CARRIER shall be and remain an independent contractor, and nothing herein contained shall be construed to be inconsistent with the relationship. CARRIER agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pension, and benefits of CARRIER'S employees and agents (including owner operators) utilized by CARRIER in the performance of this Agreement.

14) CARRIER shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this Agreement. Full actual loss is the invoice price of freight tendered to the CARRIER for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any Carrier rates, rules, classifications, practice, schedule or tariff.

CARRIER agrees to indemnify and save harmless BROKER from any and all claims of any nature whatsoever arising out of CARRIER'S operations and activities hereunder including, without limitation, claims, losses or liability for personal injury, property damage, cargo loss or damage, or any combination thereof resulting from the negligence or legal liability of CARRIER, its employees or agents which may occur during the performance of services under this Agreement including court costs and attorney's fees incurred in defending or prosecuting such claims.

CARRIER moving refrigerated commodities: CARRIER warrants that the CARRIER will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. CARRIER warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least one year. Copies of these records must be provided upon request to the CARRIER'S insurance company and BROKER. CARRIER warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by BROKER or the shipper for failure to do so.

15) CARRIER agrees that it will not directly or indirectly contact, communicate with or deal with any account referred to it by BROKER for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit CARRIER from soliciting any of BROKER' accounts. In the event that CARRIER breaches this provision, CARRIER shall be liable to BROKER for commission in the amount of twenty (20%) percent of the gross revenue per load on any freight so transported by CARRIER for any of BROKER' accounts together with interest at the rate of ten (10% percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to CARRIER and its officers, directors, shareholders, employees, agents, drivers, owner operators, subsidiaries and affiliates.

16) CARRIER must maintain a satisfactory safety rating with the FMCSA. If ever CARRIER'S safety rating becomes unsatisfactory, BROKER has the right to terminate this Agreement at will.

17) This Agreement shall remain in effect until terminated subject to the right of either party hereby to cancel or terminate the Agreement at any time upon the notification of thirty (30) days written notice of one party to the other.

18) This Agreement shall be governed by the laws of the State of Texas except that any statute or period of limitation applicable to interstate transportation shall slapply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United States Federal Court sitting in Texas or in any judicial district courts or county courts at law for Texas in connection with any such suit, action or counterclaims of CARRIER or BROKER in respect to any such suit, action or proceeding will be heard or determined only in any such court in the count of Cameron, Texas.

19) If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.

20) CARRIER shall have no lien, and herby waives its right to any lien, upon any shipment or portion thereof.

21) BROKER agrees to pay CARRIER, in accordance with the Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of CARRIER'S invoice referencing BROKER Rate Confirmation number The original bill of lading, and proof of delivery. BROKER may withhold from compensation due Carrier, amounts sufficient to satisfy claims for loss, damage, injury, or delay arising out or transportation of shipments under this Agreement.

22) Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, Bill of Lading or shipping document shall be confidential and shall not be disclosed by CARRIER to persons other than its officers, directors, employees, agents, attorney, accountants and auditors. BROKER has the right, at its sole and absolute discretion, to disclose any such information to one or more of its vendors, customer or consignees. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of two (2) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. This Agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink signed original.

Legal Name of Carrier: _____

Circle One:
Sole Proprietor Partnership Corporation LLC/LLP

Doing Business as: _____

Signature: _____
Authorized Representative

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Received and Acknowledged by
EDDIE JAIMES TRUCKING USA, INC.

Authorized Eddie Jaimes Trucking USA, Inc.
Carrier Compliance Representative

Date: _____

Please review, complete, sign, and return to
Eddie Jaimes Trucking USA, Inc.
956-541-3435

