



**3613 N. WARE ROAD**

**MCALLEN, TX 78501**

**OFFICE: 956-618-5400**

**FAX: 956-618-5402**

**PLEASE SEND COPY OF:**

**\*W-9**

**\*MC AUTHORITY**

**\*INSURANCE CERTIFICATE**



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MCALLEN, TX 78501

OFFICE: 956-618-5400

FAX: 956-618-5402

ATTENTION: PLEASE LIST 4 REFERENCES IN WHICH YOU HAVE WORKED WITH IN THE PAST YEAR. INCLUDE COMPANY NAME, PHONE NUMBER, AND CONTACT NAME.

1: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

CONTACT \_\_\_\_\_

2: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

CONTACT \_\_\_\_\_

3: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

CONTACT \_\_\_\_\_

4: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

CONTACT \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Employer identification number																					
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

(ATTENTION)

JIMENEZ LOGISTICS MAKES ALL  
CHECKS PAYABLE TO  
INFORMATION ON W-9 FORMS  
AND DIRECT TO THE CARRIER.

ANY CARRIER THAT HAS THEIR  
PAYABLES WITH A FACTORING  
COMPANY WILL NOT BE HIRED  
FOR FREIGHT.

ORIGINAL BILLS REQUIRED FOR  
ALL PAYMENTS AND CHECKS.

**EFFECTIVE JANUARY 1<sup>ST</sup> 2018 THERE WILL BE  
A 2% QUICKPAY CHARGE TO GET PAID ON  
THE SPOT**

**OR NO FEE AFTER ONE WEEK ORIGINALS  
BILLS ARE BROUGHT IN**

A handwritten signature in cursive script, appearing to read "Jim Jim".

Jimenez Logistics, LLC  
3613 N Ware Rd  
McAllen, TX 78501

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed and authorized motor carrier pursuant to USDOT # \_\_\_\_\_ & Docket No. MC# \_\_\_\_\_ (hereinafter referred to as "Carrier") and \_\_\_\_\_, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC# \_\_\_\_\_

1. Broker Status. Broker is a freight broker which arranges for motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), and 49 C.F.R. §371.2, Broker and Carrier wish for this Contract to govern Carrier's performance of motor transportation services for freight tendered to Carrier by Broker.

1.1 Carrier Status, Rights and Responsibility. Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

1.2. No Right to Lien or Delay Release of Cargo or Equipment. Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3. Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

2. Booking Confirmation. Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

2.1 Re-Broker. Carrier will not re-broker, assign or interline the shipments hereunder without prior written consent of the Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

3. Compensation. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation.

3.1 Payment of Invoices. Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from the shipper or consignee.

4. Insurance Evidence. Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. 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's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits of not less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under DOT regulations, public insurance required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto). Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. If Carrier is self-insured, a certificate of the state in which the transportation services are to be performed must be furnished by such state agencies directly to Broker. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled

equipment, drivers or cargo, for fraud or infidelity, geographical location in the United States, or for a particular radius of operation.

5. Carrier Moving Perishables. 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 a 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 the Broker or the shipper for failure to do so.

The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

6. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record." Broker shall be shown as the third party payer of all freight charges.

7. INDEMNIFICATION. CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSABLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. Carrier's Cargo Liability. Carrier assumes full liability for the greater of replacement cost or invoice value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, while under Carrier's care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by



Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay Broker, directly or allow Broker, to deduct from the amount Broker, owes Carrier, Customer's full actual loss, or the amount determined by Broker, and Carrier to be Carrier's responsibility. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments made hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker.

8.1 Salvage Claims. Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. State law, venue and jurisdiction shall apply in the state of New York.

9.1 Safety Rating. 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."

10. Confidentiality Obligations. Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1. Nonsolicitation of Customers. During this Contract's term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker's prior written consent if (a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Carrier to such Customer.

11. Savings Clause. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice.

\_\_\_\_\_  
BROKER

\_\_\_\_\_  
CARRIER

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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

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

PHONE NUMBER \_\_\_\_\_

OFFICE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_