

New Carrier Setup Packet



Access Logistics, Inc.
P.O. Box 8728
Woodland, CA 95776

Dear Valued Carrier,

Thank you for partnering with Access Logistics, Inc.

In order to qualify you, please provide us with the following documentation:

- Signed Broker-Carrier Agreement
- Completed W-9 (with SS# if Sole Proprietorship)
- Workers Compensation Insurance Certificate (when applicable)
- Copy of Operating Authority
- New Carrier Profile (attached)
- Payment Preference (attached)
- Certificate of Insurance emailed back to YajairaG@acctransport.com listing, "Access Logistics, Inc." as the certificate holder.

I agree to call my insurance company right away so they can issue a certificate of insurance listing, "Access Logistics, Inc." as a certificate holder within the next 30 minutes. I understand this document is mandatory prior to Access Logistics brokering any loads to carrier.

Signature of Carrier Representative

Yajaira Gonzalez
Access Logistics, Inc
YajairaG@acctransport.com
PO Box 8728
Woodland, CA 95776
Office (530) 661-1505
Cell (530) 608-6310

Company Information



Company Name: Access Logistics, Inc.

MC: 668671-B
Fed Tax ID: 26-4223785
SCAC: ACZL
Bond: 21030828367
Incorporated: 2004

Banking Info: JP Morgan Chase Bank
916-280-1757

Senior Management: David Freitas

Accounting: Betsy Lepenske - Accounting Manager

Dispatch: Yajaira Gonzalez - Truckload Dispatcher
Vanessa Chavoya - Truckload Assistant

Invoices via Email: accounting@acctransport.com

Invoices via Mail: P.O. Box 8728
Woodland, CA 95776

Physical Address: **WE CAN NOT RECEIVE MAIL AT THIS ADDRESS**
14312 Cacheville RD
Yolo, CA 95697

References

Fernando Garcia Transport	Fernando	Woodland, CA	(530) 693-0700
Bobby's Transport	Cesar	Woodland, CA	(530) 312-1529

Carrier Profile



Company: _____ DBA: _____

Mailing Address: _____

Physical Address: _____

Main Phone #: _____ Website: _____

Dispatcher: _____ Email: _____ Cell: _____

Dispatcher: _____ Email: _____ Cell: _____

Accounting: _____ Ext: _____

Accounting Email: _____

MC#: _____ DOT#: _____ Fed ID: _____ SCAC: _____

<u>Equipment Summary:</u>		Tractor Count: _____	Trailer Count: _____			
		# of Company Drivers: _____	# of O/O Drivers: _____			
	Reefer	Dry Van	Flatbed	Hot Shot	Low Boy	RGN
Size	_____	_____	_____	_____	_____	_____
Count	_____	_____	_____	_____	_____	_____
Geographic Service Area: _____						

Factoring Company Information (if Applicable)

Factoring Company Name: _____

Factoring Remittance Address: _____

City: _____ State: _____ Zip: _____

Factoring Contact: _____ Phone #: _____

Email: _____

Payment Options Agreement



This form represents an agreement between Access Logistics Inc. (Broker) and _____ (Carrier) to pay Carrier according to the terms selected on this form.

By submitting this form, the undersigned acknowledges that Carrier does not factor or sell their invoices to a third party.

Requirements:

To receive payment from Access Logistics, Inc. carrier must receive, with this form, your invoice for the contracted amount, our load confirmation, and all non-exception delivery documents signed by the consignee and driver.

Payment Options:

_____ **Quick Pay 3-5 Business Days** - We will send you payment in 3-5 business days, at a 3% charge, after the date we receive your invoice, rate confirmation, signed bill of lading(s) and/or proof of delivery containing no exceptions.

_____ **Standard Pay 30 Calendar Days** - We will send you payment within 30 days from the date we receive your invoice, rate confirmation, signed bill of lading(s) and/or proof of delivery containing no exceptions.

Access Logistics, Inc. will honor your payment request for all invoices submitted in good standing until written notice to cancel this agreement is received by either party. This agreement will become an addendum to the "Broker Carrier Agreement". Access Logistics, Inc. may at any time make changes to this agreement for the conduct of its business, as it may, in its judgement, deem necessary to desirable. Access Logistics, Inc. may cancel this agreement at any time.

Company Name: _____

Mailing Address: _____

MC# _____

Auth. Signature: _____

Printed Name: _____

Direct Ph. #: _____

TRANSPORTATION BROKERAGE CARRIER AGREEMENT

This AGREEMENT (this "Agreement") is made and entered into on _____, 20____, by and between Access Logistics, Inc. a California corporation ("BROKER"), and _____ ("CARRIER"). BROKER and CARRIER are sometimes collectively referred to herein as the "parties" or individually as a "party".

Recitals

WHEREAS, BROKER is licensed by the Federal Motor Carrier Safety Administration ("FMCSA") in file MC 668671 as a motor transportation broker;

WHEREAS, BROKER arranges and negotiates the transportation of freight in interstate commerce and California intrastate commerce under various contractual arrangements with various consignors and consignees (the "Customer");

WHEREAS, CARRIER is registered with the United States Department of Transportation (DOT #_____) and is authorized to operate as a for hire motor carrier of property in interstate (MC_____) and/or California intrastate (MCP-_____) commerce and is qualified, competent and available to provide for the transportation services required by BROKER;

NOW, THEREFORE, the parties agree as follows:

Agreement

1. **Term.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year period; provided, however, that this Agreement may be terminated at any time by either party by giving five (5) days prior written notice of termination to the other party. However, either party may immediately terminate this Agreement without five (5) days written notice where the other party is in substantial breach of this Agreement's terms. Upon termination of this Agreement, CARRIER shall arrange for satisfactory completion of delivery of all shipments in CARRIER'S possession and shall perform all of CARRIER'S obligations pertaining to all shipments under this Agreement. Until such time as all freight deliveries hereunder are completed and compensation paid, the terms of this Agreement shall continue in full force and effect.

2. **Carrier's Operating Authority and Compliance With Law.** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein. CARRIER represents and warrants that within the past five years, it has received only "Satisfactory" safety ratings on any California Highway Patrol ("CHP") and/or DOT inspections, and that it will notify BROKER within three (3) business days if it receives a rating other than "Satisfactory" on any such inspection.

3. **Independent Contactor Relationship.** It is expressly understood and agreed that the relationship between BROKER AND CARRIER is between independent contractors, and under no circumstance will either party be construed to be an employee of the other. The Parties shall retain

sole and absolute discretion in the manner and means of carrying out their respective activities, responsibilities and obligations under this Agreement. CARRIER understands and acknowledges that BROKER is not a shipper of freight but is rather an intermediary that has agreed with shippers or consignees to arrange for the transportation of the shippers' or consignee's freight. As such, BROKER is acting solely as a transportation broker, and in the event of shipper nonpayment BROKER is not responsible in any manner whatsoever for the payment of accessorial charges for the freight transported by CARRIER, including demurrage, detention, storage and other service charges.

4. **Performance of Services.** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth between the parties. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer. BROKER shall not be committed to provide any volume of shipments to CARRIER. CARRIER shall have the right to refuse any request by BROKER hereunder to provide for the transportation of freight. Except as otherwise stated in this Agreement, CARRIER may contract with or otherwise provide service to any other motor carrier, owner/operator, sub-hauler, broker, or other intermediary.

5. **Receipts and Bills Of Lading.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Such receipt or 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 such document. As between BROKER and CARRIER, any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject to and subordinate to the terms, conditions and provisions of this Agreement. To the extent that BROKER's name appears on any freight documentation it shall be made clear that BROKER is not the carrier of the freight, is not responsible for any freight loss, damage or delay, and by law, has no control of the actual transportation of the freight. CARRIER authorizes BROKER as its agent of limited authority to sign, endorse and execute on behalf of CARRIER all bills of lading and other shipping documents required for the transportation of freight arranged by the BROKER and tendered to the CARRIER for transportation, and to perform all other administrative acts and necessary and desirable relating such bills of lading and other shipping documents.

6. **Carrier's Operations.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel to operate the Equipment and perform any additional services necessary to provide the transportation required. CARRIER shall have full control of such personnel that it retains to perform the services hereunder and will be solely responsible for the direction and control of the personnel, employees, agents, and servants

of CARRIER, if any, performing labor pursuant to this Agreement, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, compensation, hours, and working conditions, and the adjustment of their grievances. CARRIER shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder. CARRIER may lease or interchange Equipment from other parties in order to perform and deliver its transportation services.

7. **Indemnity.** CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, actual or threatened, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment. This Section 7 shall further apply to any claim arising from backhauls and/or movements of non-brokered loads.

8. **Insurance.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages with a reputable and financially responsible insurance company acceptable to BROKER:

(a) Public liability and property damage insurance in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.

(b) Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000 (U. S. Dollars) per occurrence. Such insurance policy shall provide coverage to the Customer or the owner and/or consignee for any loss, damage or delay to any property coming into the possession of the CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

(c) Statutory Worker's Compensation Insurance and Employee Liability coverage in such form as required by applicable state law, and/or occupational accident coverage. CARRIER agrees to defend, indemnify and hold BROKER harmless from and against any loss, cost, or expenses, including but not limited to court costs and attorneys' fees arising out of or with respect to any injury to, or death of any employees, agents or representatives of CARRIER.

(d) CARRIER shall furnish to BROKER written certificates of insurance obtained from the insurers providing such insurance showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

(e) Each insurance coverage described herein, by endorsement to the policy, shall (1) provide primary coverage for all claims and losses covered thereby, (2) include BROKER as an additional insured insofar as transportation performed hereunder is concerned, (3) shall be noncontributory and shall not seek contribution from any other insurance available to BROKER, (4) contain a severability of interest clause, and (5) provide for thirty (30) days written notice to BROKER prior to cancellation, termination, alteration, or material change of such insurance.

9. **Freight Loss, Damage or Delay.** CARRIER shall immediately notify BROKER by telephone of any loss, damage or delay relative to shipments of freight under the terms of this Agreement. CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay BROKER or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages, that are incurred by BROKER or the Customer for any freight loss, damage or delay claim.

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

11. **Confidentiality and Non-Solicitation.** 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 documents shall be confidential and shall not be disclosed by CARRIER to persons other than its officers, directors, employees, agents, attorneys, 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, customers or consignees. CARRIER will not solicit or "back solicit" traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customers during the term of this Agreement or for a period of two (2) years thereafter, CARRIER shall be obligated to pay BROKER an amount equal to thirty-five percent (35%) of the transportation revenue resulting from traffic transported for such Customers, and CARRIER shall provide BROKER with **all** documentation requested by BROKER to verify such transportation revenue.

12. **Sub-Contract Prohibition.** CARRIER specifically agrees that **all** freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, trip-lease or in any

other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

13. **Assignment/Modification/Benefit of Agreement.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and enure to the benefit of the parties hereto.

14. **Severability.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

15. **WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

16. **Dispute Resolution.** This Agreement shall be deemed to have been drawn and will be interpreted in accordance with the statutes and laws of the state of California. Any dispute arising between CARRIER and BROKER shall first be attempted to be settled through a mediation proceeding in with the County of Sacramento or Yolo, California. If the dispute is not settled in mediation the dispute shall be resolved by binding arbitration conducted before JAMS, or a similar dispute resolution office, in either the County of Sacramento or Yolo, California, conducted in accordance with the then applicable rules of JAMS and/or American Arbitration Association. The decision of the arbitrator shall be enforceable in any court having jurisdiction over the parties, and for these purposes, the CARRIER and BROKER hereby agree the Superior Court of California, County of Yolo has jurisdiction of all the parties. The costs of mediation and arbitration shall be borne equally by the parties thereto, except that each party will be responsible for its own expenses and costs of any witnesses selected by such party. If any suit shall be brought against a party to enforce an arbitration award against such party, and a judgment is recovered which such party is compelled to pay, and the party bringing the suit shall be entitled to recover its costs of the suit, including its reasonable attorney's fees incurred therein.

17. **Notice.** Any notice by either party under this Agreement shall be given to the addresses set forth opposite the signature blocks of the parties herein below.

18. **Complete Agreement.** This Agreement, and related Carrier Rate Confirmation records, shall constitute the entire agreement between the parties, and no oral amendment or modification thereof shall be permitted. When the context requires singular nouns and pronouns include the plural, plural nouns and pronouns include the singular, and terms of any gender include any other gender. The terms BROKER and CARRIER also include their respective heirs, personal representatives, and assigns.

19. **Execution In Counterparts.** This Agreement may be executed in two or more identical counterparts each of which shall be deemed to be an original and all of which taken

together shall be deemed to constitute this Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement and any amendment by facsimile or email transmission. Each party agrees that the delivery of this Agreement and amendments by facsimile or email transmission shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or email signatures as evidence of the execution and delivery of this Agreement or amendment by all parties to the same extent that an original signature could be used.

20. **Electronic Imaging.** The parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an “original” under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form.


21. **Jury Trial Waiver.** The parties hereby agree to irrevocably waive all rights to a Jury trial for all claims arising under or related to this Agreement.

22. **Carrier Acknowledgement.** CARRIER acknowledges that CARRIER has read, fully understands and agrees to all provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

“BROKER”
ACCESS LOGISTICS, INC.
Attn.: Yajaira Gonzalez
P.O. Box 8728
Woodland, CA 95776
(503) 661-1505

“CARRIER”
NAME:
Attn:
Street Address
City/State/Zip
Telephone:_____._____-_____


By: _____
an authorized agent of BROKER

By: _____
an authorized officer of CARRIER



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
February 06, 2009

LICENSE

MC-668671-B
ACCESS LOGISTICS INC
WOODLAND, CA

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO

◆ Diamond Broker Program



ITS
*Financial
Services*

Access Logistics Inc.

Is a participating member of the
Truckstop.com Diamond Broker Program
Meeting all performance, credit and bonding requirements



Valid through September 2026 - MC 668671