

D & S LOGISTICS LLC
7902 Gerber Rd # 306
Sacramento, CA 95828
Ph 916.682.6946 Fax 916.682.2999

NAME: _____ DBA: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

IS THIS ALSO YOUR REMIT ADDRESS: YES NO ARE YOUR INVOICE FACTORED? YES NO

REMIT TO NAME: _____

REMIT TO ADDRESS: _____

PHONE: _____ FAX: _____

AFTER HOURS PHONE: _____

WEB SITE ADDRESS: _____ EMAIL: _____

TAX ID # _____ US DOT # _____ MC # _____

IN BUSINESS SINCE: _____ # OF EMPLOYEES: _____ SCAS: _____

INSURANCE COMPANY NAME: _____ PHONE: _____

ARE YOU A BROKER? YES ___ NO ___ IF YES, UNDER WHAT NAME _____

DO YOU USE OWNER / OPERATORS? YES ___ NO ___

INCORPORATED? YES ___ NO ___ IF YES, UNDER WHAT STATE _____

PRINCIPLE OWNER'S NAME: _____

VANS OWED _____ # REFERS OWNED _____ # FLATS OWNED _____

VANS OWED _____ # REFERS OWNED _____ # FLATS OWNED _____

BANKING INFORMATON

NAME OF THE BANK: _____ ACCT # _____

PHONE # _____

COMPANY REFERENCES FOR WHOM YOU CURRENTLY HAUL

CUSTOMER _____ CITY/ST _____ PH # _____

CUSTOMER _____ CITY/ST _____ PH # _____

PERSON COMPLEATING THIS FORM: _____

***** DO NOT WRITE BELOW THIS LANE *****

APPROVED BY _____ DATE: _____

Please fax back your insurance, authority, and W-9 and sign contract at (916)682-2999. Thanks.

D & S LOGISTICS LLC
BROKER TRANSPORTATION AGREEMENT

Transportation of property between a Motor Carrier Broker and a Contract Carrier in Accordance with the provisions of 49 CFR 1053.

THIS AGREEMENT made this _____ day of _____, 20_____, by and between
_____ your MC # _____

Hereinafter referred to as the CARRIER and D & S Logistics LLC, hereinafter referred to as the BROKER.

WHITNESSETH:

SPECIFIC OBLIGATIONS OF CARRIER

1. Carrier is a motor contract carrier of property authorized by Permit No. MC _____ (copy Of which permit is attached hereto and made a part hereof) to provide transportation of property to Carrier.
2. D & S Logistics LLC, is a freight broker authorized by ICC under Licensed Number 554980 (copy of which is attached hereto and made a part hereof) to arrange for the transportation of property by motor CARRIER on behalf of shippers, and for the purposes of contract carriage sufficiently controls the arrangement for transportation of commodities to be tendered to CARRIER under this agreement.
3. CARRIER will be responsible to comply with all applicable I.C.C. and D.O.T. and regulations as well all other federal and state regulations pertaining to the operations of a motor CARRIER. CARRIER is at its sole cost and expense, shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition.
4. BROKER agrees to offer to CARRIER for shipment a minimum quantity of 120,000 pounds per year as long as the agreement remains in effect. CARRIER agrees to maintain cargo insurance in the minimum amount of \$100, 000 all risk to compensate BROKER, owner or consignee which property comes into the possession of CARRIER in connection with it's transportation services.
5. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of insurance, which certificate shall require the insurance carrier to lit the BROKER as additional insured as their interests appear and to give BROKER written notice 30 days prior to cancellation of such cargo insurance.

SPECIFIED RATES AND CHARGES

6. Rates and charges for traffic moved under this agreement shall be as agreed to between the parties in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by CARRIER and acknowledged by BROKER. Changes to this schedule or memorandum shall also be made in writing or mutually agreed notice time, and similarly acknowledged.
7. Rates may be established or amended verbally in order to meet specific shipping schedule, as mutually agreed, but such verbal contract shall be reduced to writing within twenty-four (24) hours of the movement of the involved freight, in order to remain binding between parties. All truckloads and less than truck loads rates shall be mutually agreed to verbally by the other parties at time of dispatch.
8. CARRIER shall not bill shippers, receivers, or third parties for the freight charges unless instructed by BROKER to do so in writing.
9. BROKER agrees to pay CARRIER for the transportation of authorized commodities under this agreement in accordance with effective schedule within (thirty) 30 days of the receipt by BROKER of CARRIER's invoice, delivery receipt, clean bill of landing, and any other documents requested by BROKER to include but nor limited to authority, insurance, worker's compensation, leases, scale tickets, etc. covering such transportation. We offer quick pay 3% deduction from the gross pay with in 7 days (from the date of receipt). Or 2% deduction from the gross pay within 21 days.

INITIALS _____

DATE _____

D & S LOGISTICS LLC
BROKER TRANSPORTATION AGREEMENT

10. CARRIER shall issue and sign a standard Bill of Landing original, clean acceptable to the BROKER and underlying shippers on acceptance of goods and the CARRIER assumes the liability of an interstate common CARRIER from the time of the receipt of said goods by the CARRIER until proper delivery is made that the receipt of bill of landing shall be prima-facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of such document. Shipments made under this contract will be subject to all terms and conditions of the Uniform Straight Bill of Landing. All such documents shall show actual consignor and consignee and the CARRIER's name shall be shown on the bill of landing as the CARRIER of RECORD. The CARRIER's driver shall not only sign the bill of landing but also write the name of the CARRIER on the bill of landing.

11. Neither party hereto will be liable for the failure to tender or timely transport freight under this agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities. CARRIER shall be liable to this consignee or consignor, or owner of the goods, and BROKER for failure to tender or timely transport freight under this agreement if such failure is due the CARRIER's failure to deliver within reasonable dispatch and or negligence by CARRIER.

TRANSIT TIME

12. CARRIER shall be liable to the BROKER for loss, damage, and delay to any property transported under this agreement. Such liability shall begin at the time cargo is tendered to CARRIER at point of origin, and continue until said cargo is delivered to consignee at destination, or to any intermediate named stop off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item or delay charges plus associated brokerage fee and freight.

PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS

13. All claims for loss, damage, delay, and any salvage arising there from shall be handled and processed in accordance with the regulations of the Interstate Commerce Commission as published in the Code of Federal Regulations (49 CFR 1005). Claim liability and payments shall be directly to and for the benefit of the claimant. BROKER shall have no liability to CARRIER or to any shipper for loss, delay, or other liability arising from the transportation of freight. Should any claim be made against BROKER for a shipment obtained by BROKER for CARRIER, CARRIER agrees to indemnify and hold harmless BROKER against any liabilities with thereto.

MEDIATION AS TO ALL DISPUTES OTHER THAN CARGO CLAIMS

14. In the event of any dispute arising out of this agreement between CARRIER and BROKER, if both parties agree to the arbitration procedures of the Transportation Broker's Conference of America, the Transportation Arbitration Board, or then the American Arbitration Association may be used to settle said dispute.

15. In the event any litigation or action is required to enforced the provisions of, or breach of contract, the prevailing party shall be entitled to recover from the losing party all attorney's fees and costs incurred by the prevailing party. This is in addition to any other damages granted by trial or appeal.

INITIALS _____

DATE _____

**D & S LOGISTICS LLC
BROKER TRANSPORTATION AGREEMENT**

INDEPENDENT CONTRACTOR

16. The relationship of the CARRIER to the BROKER shall at all times be that of an independent contractor. The CARRIER agrees to indemnify and hold harmless the BROKER from any and all claims of any name or nature arising out of the operations and activities of the CARRIER as a CARRIER, or otherwise and to assume full responsibility for all salaries, insurance, taxes, pension, and benefits of the CARRIER's employees in the performance of this contract as now or hereafter apply. 17. For the purpose of resolving freight claims, all CARRIERS holding dual authority (contract/Common) the provision for released value and/or declared value as referenced in any and/or all tariffs as published by named CARRIER or subsequent CARRIER shall not apply for the duration of this contract.

17. For the purpose of resolving freight claims, all CARRIERS holding dual authority(contract/Common) the provision for released value and/or declared value as referenced in any and/or all tariffs as published by named CARRIER or subsequent CARRIER shall not apply for the duration of this contract.

NO BACK SOLICITATION BY CARRIER

18. All shippers or consignees referred to CARRIER will be treated as the BROKER's accounts during the lifetime of the agreement. CARRIER agrees not to back solicit any costumers of BROKER, directly or indirectly. As liquidated damages, CARRIER agrees to pay back twenty (20%) commission on all traffic handled by customers first introduced to CARRIER by BROKER for a period of one (1) year following cancellation of this agreement.

CO-BROKERING PROHIBITED

19. Any loads co-brokered by CARRIER without the express written authorization of BROKER for the specific load in question, will be grounds for immediate cancellation of our agreement and termination of any future freight services. If such co-brokerage becomes known to broker prior to the payment of the freight charges, BROKER shall with hold payment and make settlement directly to the carrier actually handling the shipment acceptance of a load as a contract or common carrier and then subcontracting the load to a third party freight or property broker will be interpreted as assignment of that load and acceptance of the conditions of this policy. Payment will be made directly to the carrier actually performing the transportation service.

20. This agreement is to become effective _____ and shall remain in effect for a period of one year from this date and from year to year thereafter subject to the right of either party hereto to cancel or terminate the agreement at any time upon not less that thirty (30) days written notice of one party to the other.

21. Attorney's fees CARRIER agrees to pay reasonable attorney's fees to D & S Logistics LLC, in the event D & S Logistics LLC, shall engage attorney to enforce, protect, preserve or defend any rights it might lave under this agreement.

22. Governing law: forum selection. This agreement shall be construed in accordance with the laws of the state of California. Any action to enforce or interpret this agreement shall be brought in the appropriate judicial "arum located in Sacramento, Sacramento County, California and the parties hereby consent to such jurisdiction and venue and waive any objections thereto.

BROKER: _____

CARRIER: _____

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

D & S LOGISTICS LLC
7902 Gerber Rd #306
Sacramento, Ca. 95828
PH 916 682-6946 Fax 916 682-2999

D & S LOGISTICS LLC PAYMENT POLICY:

D & S pays 30 days from receipt of your invoice accompanied by a signed **Original Pickup/Delivery**.
Optional Quick Pay Payment in 7 days from the date we receive original invoice. Charge 3% of net.
Fuel Advance we give up to 40% fuel advance once truck is loaded. Charge is \$25 every \$1000.00.

MUST MAIL Send
Freight Bills To: D&S
Logistics LLC

7902 Gerber Rd #306
Sacramento Ca. 95828

AUTHORITY & INFORMATION

MC# 554980

Fed. ID# 75-3210556

SCAC Code: DSGL

ATTN: Accounts Payable

D&S Logistics LLC Bank Information

Bank of America 7198
Stockton Blvd
Sacramento, Ca. 95828
916 373-6920

D & S Logistics LLC Trust Fund

Pacific Financial Association Inc
8669 San Alberto Dr. # 201
Scottsdale, AZ. 85258
(480)905-1818

Apex Capital LP
P.O. Box 961029
Fort Worth, TX. 76161
(817)332-7300 EXT. 221

VCM Trucking
8727 Whitehouse Rd
Elk Grove, Ca
Contact: Ben
Phone: (916)698-4109

A & N Transport
4170 Sweetwater Ave
Sacramento, Ca
Contact: G.V.
Phone: (916)825-1903

DELTA
TRUCKING
Sacramento, Ca
Contact: Alex
Phone:(916)798-4264

VA TRANSPORT
2816 Meadow Hawk
Antelope, Ca.
Contact: Vic
Phone:(916) 769-6637

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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
or
Employer identification number

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

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.

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.

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.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,