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**P O C, POINT OF CONTACT ENTERPRISES LLC**

**310 Robinson Blvd Ste C Calexico, CA 92231**

**Phone (442) 367-8532**

**BROKER/CARRIER AGREEMENT**

THIS AGREEMENT is made this \_\_12\_of\_\_\_07\_\_, 2023\_\_\_ between P O C, POINT OF CONTACT ENTERPRISES (BROKER) of Calexico, CA and \_ DLR TRANPORTATION\_ (CARRIER) City of \_10025SIEMPRE VIVA RD. SIUTE B. SAN DIEGO\_, State of \_\_\_\_\_\_\_\_CALIFORNIA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, BROKER, has been issued a license by the Interstate Commerce Commission (ICC) at Docket No. MC-1556147 to engage in operations as a property broker. BROKER is now subject to the jurisdiction of the Federal Motor Carrier Safety in connection with the authority issued by the ICC.

WHEREAS, CARRIER has been issued a Permit by the ICC and/or the FMCSA to engage in operations as a motor contract carrier of general commodities, between points' in the United States.

WHEREAS, BROKER desires to avail itself of CARRIE US motor carrier service, and CARRIER desires to furnish motor carrier service to the BROKER.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be bound hereby, agree, represent and warrant as follows:

1 BROKER will tender to CARRIER for transportation within the scope of the operating authority granted by the ICC and/or the FMCSA a series of shipments consisting of not less than two (2) of freight per year during the term of this agreement.

2 CARRIER agrees to accept for transportation and to transport such freight as BROKER shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of the CARRIER, call upon CARRIER to transport.

3 In the event of any accident or delay in transit which will interfere with prompt delivery or impair the safety or condition of the commodities tendered to the CARRIER: for transportation hereunder, CARRIER shall promptly notify BROKER by telephone of said accident or delay and tai‹e all necessary steps to protect and preserve the shipment.

4 CARRIER shall provide BROKER with invoices and proof of delivery for service rendered promptly upon the performance of such services, and BROKER shall make payment to CARRIER within seven (7) or ten (10) days of receipt of such invoices and proof of delivery.

5 The parties agree that the rate for each shipment will be negotiated for that shipment. After the rate is agreed to, BROKER shall execute and fax to CARRIER a rate confirmation sheet, which will specifically identify the shipment. CARRIER shall execute and return the rate confirmation sheet to BROKER. In the event that the CARRIER fails to return the executed rate confirmation sheet to BROKER, CARRIER's acceptance of the shipment shall constitutes its acceptance of the shipment shall constitute its acceptance of the terms set forth on the rate confirmation sheet. These rate confirmation sheets shall be an accepted amendment to this Agreement The rate confirmation sheets need not be attached to the original agreement, but may be kept with the shipping papers that are retained as to the individual shipment.

6 Each incident of the transportation of property pursuant to the terms and conditions of this Agreement shall be evidence by a written receipt signed by CARRIER, shipper and receiver, showing the kind and quantities of freight received and delivered by CARRIER at the loading and unloading points, respectively. Such receipt shall be evidence of receipt of such commodities by CARRIER in good order and condition unless such commodities are not readily observable or as may be otherwise noted on 1he face of such receipt. To the extent any term or condition of such receipt conflicts in any way with any term or condition of this Agreement, this Agreement shall take precedence and control the resolution of disputes.

7 BROKER, unless otherwise agreed upon in writing by the parties, shall have the sole responsibility to invoice the shipper or receiver for all charges, and to collect such charges from the shipper or receiver. Payment of the freight charges to BROKER shall relieve shipper or receiver of any liability to the CARRIER for non-payment of charges.

8 CARRIER, at its cost and expense, shall provide motor vehicle equipment for use in the services to be performed hereunder which is adequate and satisfactory [o the BROKER end shall maintain such equipment in good and efficient condition. CARRIER, at its cost and expense, shall employ competent, reliable and physically fit drivers, and shall procure and maintain such licenses and permits as are required by local, state and federal authorities with respect to such transportation services, and will comply with all federal, state, and municipal rules, regulations and statutes and ordinances in connection with the rendition of the services contemplated herein.

9 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 replacement cost of freight tendered to the CARRIER transport. All claims for loss and damage shall be handled and processed in accordance with the regulations published in the Code of Federal Regulations at 49 CFR Part 370. In the event that the CARRIER does not reimburse the BROKER or the owner of the property, the BROKER may deduct the amounts in question, as well as reasonable costs of collections, as determined by the BROKER, for any sums then or thereafter due the CARRIER from BROKER. 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 can not be changed, modified, limited or supplemented by reference to any other carrier rates, rules, classification, practice, schedule or tariff.

10 CARRIER is an independent contractor and has exclusive control and direction of the persons operating vehicles or otherwise engaged in such transportation services. CARRIERS assumes full responsibilities for the payment of local, state, federal, and payroll taxes, unemployment insurance contributions of taxes, old age pensions, worker's Compensation, or other social security and related protection with respect to the persons engaged in the performance of such transportation services and agrees to comply with applicable rules and regulation promulgated under such laws.

11 CARRIER shall indemnify and hold harmless the BROKER, and its shippers and receiver, from all losses, damages, expenses, actions, suits, liabilities, and claims for injury to persons (including injury resulting in death) and damages to property or cargo arising out of or in connection with the transportation of the property or cargo transported pursuant to this Agreement. CARRIER, at it's expense, shall procure and maintain liability for insurance insuring CARRIER against liability for injury to persons (including injury resulting in death), damage to property, and loss or damage to cargo. CARRIER warrants that it has liability insurance in effect of at least $750,000 dollars, as specified by the Interstate Commerce Commission. CARRIER further warrants that it has cargo insurance in the effect of at least $100,000 dollars, and that it will maintain such liability and cargo insurance during the term of this agreement. The prof of cargo insurance shaft be in the form required by 49 CFR 1043.2 (b) and shall contain no exclusions or restrictions thereto. CARRlER shall name BROKER as an additional insured in such insurance policies. CARRIER shall furnish the BROKER written certificates obtained from such insurance carrier or carriers showing that insurance has been procured and is being properly maintained, and that the premiums therefore are paid, specifying the name of the insurance carrier or carriers, the policy number or numbers, and expiration date or dates. Certificate shall show BROKER as certificate holder. CARRIER or his insurance company must notify the BROKER in the event of any cancellations of any such policies at least (10) days prior to such cancellation as to each policy. This Agreement provides for transportation services designated lo meet the distinct needs of the BROKER, which, as an independent contractor serves shipper and receiver customers on a continuing basis. The distinct needs include specialized equipment, short notice driver/equipment availability, driver loading/unlading requirements, timed loading/delivery scheduling, detention, overnight and weekend layover, protective service, stops in transit, direct driver dispatch, 24-hour dispatch and driver monitor, route instruction, scale requirements, drop shipments, internal deliveries, weekend/ holiday shipments and deliveries, pooling and spotting trailers and expedited

service.

12 This agreement shall not be assigned or transferred by CARRIER or BROKER without prior written consent of the other party.

13 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 year following the date of 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 the CARRIER from back soliciting any of the BROKERS accounts. In the event the CARRIER breaches this provision, CARRIER shall be liable to BROKER for a commission in the amount of twenty percent (20%) 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 percent (10%) a year, and costs and reasonable attorney's fees in the event legal proceedings are necessary to collect said amount. This commission is payable during the period in which the agreement remains in force and for a period of one year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to CARRIER and its officers, directors, share holders, employees, agents, drivers, owner-operators, subsidiaries and affiliates.

14 CARRIER shall be liable for any damages resulting from the failure of CARRIER to make timely deliveries where CARRIER has been advised of the specific delivery time required and through its negligence or the negligence of its agents or employees fails to make timely deliveries and CARRIER agrees to indemnify and hold harmless BROKER from any losses, damages, expenses, liabilities and claims resulting in the failure of the CARRIER to make timely deliveries.

15 Any notice, demands or any other communications delivered or tendered under this agreement shall be in writing and shall be sufficient if sent by registered or certified mail with return receipt requested to the parties at the addresses said forth in this agreement.

16 This agreement shall become effective on the day hereof and shall continue in effect until terminated by either party by mailing or delivering to the other party of termination at least (30) days prior to the effective date of termination, except that the agreement can be terminated by BROKER with (1) day notice if the CARRIER violates any term of this agreement.

17 This agreement shall be binding upon inured to the benefit of the parties here to and there respective successors in interests, assigned and legal representative.

18 This agreement shall be constructed in accordance with the laws of the state of California and the parties agree that they are subject to the jurisdiction of the courts of the state of California in the county of San Bernardino.

19 This agreement cannot be changed orally and constitutes the entire Agreement between the parties hereto. This agreement cancels or replaces any other agreement or arrangements hereto for in existence between the two parties. It shall not be modified or changed by any expressed or implied promises, warranties, guarantees, representations or either information unless expressly and specifically said forth in this agreement or and addendum there to properly execute by the parties, except as otherwise specified in this agreement.

IN WITNESS WHEREOF, the parties hereto, intending be legally bound hereby, have executed this Agreement the day and year first stated above.

BROKER:

**P O C, POINT OF CONTACT ENTERPRISES LLC**

**310 Robinson Blvd Ste C**

**Calexico, 92231**

CARRIER**:**

**Company: DLR TRANSPORTATION LLC.**

**Address: 10025 SIEMPRE VIVA RD SUITE B.**

**City: SAN DIEGO State: CALIFORNIA**

**Postal Code: 92154**

**By: LUIS C. ALMEIDA**

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**P O C, POINT OF CONTACT ENTERPRISES LLC**

**310 Robinson Blvd Ste C.**

**Calexico, CA 92231**

**Phone (442) 367- 8532**

**CARRIER PROFILE**

The information requested below will not be shared or used by anyone other than P O C, POINT OF CONTACT Enterprises LLC. and it's customers. POINT OF CONTACT Enterprises LLC welcomes the opportunity to tailor our services to your individual needs. Our goal is to become an integral part of your transportation service network.

Legal Name of Business: DLR TRANSPORTATION

Principal/Owner:: Lucia Terrazaz

Physical Address: 10025 Siempre viva Rd. Suite B.

City: SAN DIEGO State: CALIFORNIA Zip Code:: 92154

Managing Contact: \_\_\_\_\_\_CARME GRADILLA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_619-307-2320\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_carme.gradilla@dlr.com.mx\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MC#\_\_\_973145\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SCAC# DLRP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOT# 28631750\_\_\_\_\_\_\_\_\_\_\_\_

Please check the appropriate selection for your company.

\_\_\_\_\_\_\_ Corporation

\_\_\*\_\_\_Partnership

\_\_\_\_\_\_\_ Individual/Sole Proprietorship

\_\_\_\_\_\_\_ Other (please explain) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal ID# \_\_\_811645875\_\_\_\_ or SS#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CARRIER PROFILE cont.**

Dispatch: \_\_\_\_\_\_\_\_\_JOSUE LEON\_\_\_\_\_\_\_\_\_

After Hrs: \_\_\_\_\_\_\_\_\_From 8am to 8 pm\_\_\_\_\_\_

Weekends: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How many drivers do you currently employ?\_\_\_\_\_\_320\_\_\_\_\_\_\_ #Teams 10

Number of regular Sub-HauIers: \_\_0\_\_\_\_#Leased \_\_\_0\_\_\_ #Trip Leased 0

How many power units do you own?\_\_\_\_330\_\_\_\_\_\_ How many trailers? 460

Types of trailers (please check all that apply)

\_\_0\_\_ Refrigerated \_\_\_\_\_48ft \_\_\_\_\_53ft

\_\_460\_\_Vans \_\_\_\_\_48ft \_\_\_\*\_\_53ft

\_\_0\_\_Curtain Van \_\_\_\_\_48ft\_\_\_\_\_53ft

\_\_0\_\_ Step Deck

\_\_0\_\_ Flatbed

\_\_0\_\_ Doubles

\_\_0\_\_ Bottom Dumps

\_\_0\_\_ Other (please specify)

Areas of Service (please check all that apply)

\_\_\*\_\_ Truck Load

\_\_\_\_\_ LTL

\_\_\_\_\_ Exempt

\_\_\_\_\_ Drayage

\_\_\_\_\_ Intermodel

\_\_\_\_\_ Bonded

\_\_\_\_\_ Haz Mat

\_\_\_\_\_ Warehousing

\*\*’Do you require advances? \_\_\_\_\_\_NO\_\_\_\_\_\_\_

Advances given to dispatcher or driver? \_\_\_\_\_\_NO\_\_\_\_\_\_

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**CARRIER PROFILE cont**

Which operational services do you perform?

\_\_\*\_\_\_ Local \_\_\_\*\_\_ Regional \_\_\_\*\_\_ National

Do you service Canada? \_\_\_\_\_ yes \_\_\*\_\_\_ no

Do you service Mexico? \_\_\*\_\_\_ yes \_\_\_\_\_ no

States you want loads from?

B.C. MEXICO,

MONTERREY MEXICO

CALIFORINA

TEXAS

States you want loads to?

TEXAS,

CALIDORNIA

"“Do you require advances? NO

Advances given to dispatcher or driver? NO

Trade References

**1;** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_

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

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

**2;** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_

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

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

I certify that the information on this form is true and valid.

LUIS CARLOS ALMEIDA.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Print

LOGISTICS COORDINATOR

AND SALES \_\_\_\_\_\_\_\_\_08/14/2023\_\_\_\_\_\_\_\_

Title Date

Thank you for your interest. Your cooperation and understand is greatly appreciated. We are proud yo have you on our carrier list. We look forward to a successful and long lasting relationship.

Our final request, before becoming an important part of the B.E.E. team, is to complete,

sign and return the following documentation:

13 Completed copy of the enclosed Carrier/Broker Agreement.

14 Completed copy of your Carrier profile.

15 Copy of your operating authority.

16 Completed copy of your W-9 form

17 Original insurance certificated from your insurance company showing P O C, Point of Contact Enterprises LLC as certificate holder on your Cargo Liability and Worker's Compensation insurance policy or Hold Harmless Agreement.

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**P O C POINT OF CONTACT ENTERPRISES LLC**

**310 Robinson Blvd Ste. C**

**Calexico, CA 92231**

**(442) 366- 8532**

**WORKER'S COMPENSATION WAIVER OF COVERAGE & HOLD HARMLESS AGREEMENT**

Pursuant to our conversation today regarding worker's compensations coverage for your company employees. It is understood that you tare not required to have worker's compensation under the law of your state of registry therefore you do not carry this coverage.

**However, we require worker's compensation coverage on a hold harmless agreement from you on this matter.**

It is aged this document is a hold harmless agreement. By signing below you, your company and your employees will not hold P.O.C. Point of Contact Enterprises LLC. responsible for any work related injury while on contract to haul for P.O.C. Point of Contact Enterprise LLC.

AGREED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CARRIER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

FED ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINT NAME/TITLE

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**P O C POINT OF CONTACT ENTERPRISES LLC**

**310 Robinson Blvd Ste. C**

**Calexico, CA 92231**

**(442) 366- 8532**

**QUICK PAY ADDENDUM TO CONTRACT CARRIER AGREEMENT**

This Addendum to the Contract Carrier Agreement made between DLR TRANSPORTATION, and all affiliates and subsidiaries MC# \_973145\_ and I.C.C. licensed contract motor carrier. “Carrier" and P O C Point of Contact Enterprises LLC., et al, a I.C.C licensed property broker.

The parties hereby agree to amend any and all rate schedules set forth in prior contracts. whether verbal or written to be discounted by 5% of the total invoice in return for expedited payment of freight invoices. This expedited payment entails paying all invoices received in 48 hours, providing complete documentation has been received with the invoice. The 5% discount will be shown on the remittance advice.

EFFECTIVE DATE: \_\_\_07/14/203\_\_\_\_\_\_\_\_

Carrier: \_DLR TRANSPORTATION\_\_\_\_ P O C Point of Contact Enterprises LLC

\_\_\_\_\_\_ LUIS ALMEIDA\_\_\_\_\_\_\_\_\_ \_\_\_\_ LOUIS LOPEZ\_\_\_\_\_\_

Authorized Signature Authorized Signature

LOGISTICS COORDINATOR & SALES ADMINISTRADER

Title Title

**TERMINATION OF QUICK, PAY ADDENDUM**

Please terminate the Quick Pay Addendum effective \_\_\_\_\_\_\_\_\_\_ and return us to your regular payment schedule.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carrier P O C Point of Contact Enterprises LLC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

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**P O C POINT OF CONTACT ENTERPRISES LLC**

**310 Robinson Blvd Ste. C**

**Calexico, CA 92231**

**(442) 366- 8532**

INSURANCE CERTIFICATE REQUEST

TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FROM: \_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_ PAGES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Urgent

\_\_\_\_\_ For Review

\_\_\_\_\_ Please Comment \_\_\_\_\_Please Reply \_\_\_\_\_Please Recycle

REGARDING YOUR INSURED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ PLEASES FAX CURRENT INSURANCE CERTIFICATE AT YOUR EARLIEST CONVENIENCE

\_\_\_\_\_ PLEASE FAX IMMEDIATELY, TRUCK NEEDS TO BEGIN LOADING

\*”PLEASE INCLUDE REEFER BREAKDOWN COVERAGE IF APPLICABLE’“’

LIST CERTIFICATE HOLDER AS:

**P O C Point of Contact ENTERPRISES LLC.**

**310 Robinson Blvd Ste. C**

**Calexico, CA 92231**

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