



## **New Carrier Setup**

### **Information we need from you to set you up as a new carrier:**

1. Signed Carrier-Broker Agreement, Invoicing Procedure document, and Payment authorization form.
2. Copy of Certificate of Insurance or Policy of both CARGO and LIABILITY insurance
3. W9 (included in this packet)
4. Contract or Carrier Authority issued by FMCSA
5. Carrier form, Completed with your information. Factoring Company Address and phone number if applicable.
6. Copy of broker authority from FMCSA if applicable.
7. Haz-Mat Certificate if applicable
8. Workman's compensation certificate, or waiver
9. \*\*Email packet back to [carriers@firststarllc.com](mailto:carriers@firststarllc.com) or fax to 302-450-4181\*\*

### **First Star Logistics Company Information**

**Federal ID #: 26-2847491**

**MC #: 179779**

**DOT #: 2219625**

**Hazmat Reg #: 062216 553 064YA**

**DUNS #: 83-020-7416**

### **Carrier References**

Virgie's Trucking Inc. (Chicago, Il): 773-208-4048

California Interstate Express (Chino, Ca): 909-628-9337

CAA Transportation, Inc. (Palmdale, CA): 714-580-1626

Bestway Trucking (Marysville, WA): 425-345-7230

Cold Way Transportation LLC (El Paso, TX): 915-235-1585



**Contact Sheet**

Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Billing Address if different from above \_\_\_\_\_ Agent you are working with: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

DOT# \_\_\_\_\_ Fed- ID# \_\_\_\_\_

Website \_\_\_\_\_

Contact Name(s) \_\_\_\_\_ E-mail \_\_\_\_\_

Dispatcher Name(s) \_\_\_\_\_ E-mail \_\_\_\_\_

**Service Areas**

Origin (check all that apply)

South \_\_\_\_\_  
Southeast \_\_\_\_\_  
Northeast \_\_\_\_\_  
Midwest \_\_\_\_\_  
Southwest \_\_\_\_\_  
West \_\_\_\_\_  
Northeast \_\_\_\_\_  
Canada \_\_\_\_\_

Destination (check all that apply)

South \_\_\_\_\_  
Southeast \_\_\_\_\_  
Northeast \_\_\_\_\_  
Midwest \_\_\_\_\_  
Southwest \_\_\_\_\_  
West \_\_\_\_\_  
Northwest \_\_\_\_\_  
Canada \_\_\_\_\_

Number of Trucks \_\_\_\_\_ Number of Teams \_\_\_\_\_

Number of Trailers: Van \_\_\_\_\_ Flat \_\_\_\_\_ Reefer \_\_\_\_\_ Vented Van \_\_\_\_\_ 53' \_\_\_\_\_ 48' \_\_\_\_\_

RGN \_\_\_\_\_ Step \_\_\_\_\_ DD \_\_\_\_\_



Invoicing Procedure

**\*\*ALL POD'S MUST BE FAXED WITHIN 48 HOURS OF DELIVERY TO FAX 302-450-4181 or Emailed to Invoicing@firststarllc.com\*\***

**REMIT ALL INVOICES TO:**

First Star Logistics, LLC.  
P.O. Box 498459  
Cincinnati OH 45249

**Required Documentation:**

1. Correct Invoice
2. Signed Bill of lading and or Proof of Delivery and lumper receipt (If applicable)
3. Signed First Star Rate Conformation Sheet
4. First Star Reference # on Invoice
5. All In and Out Gate Interchanges (If applicable)

**Original Paperwork:**

Please note First Star may require original paperwork for certain customers.

First Star requires original paperwork for all quick pay options.

**Advances:**

All com checks given to Carrier requires a \$25 com check fee per every \$1,001. \$50 for per every \$1,001-\$2,001. \$75 per every \$2,001 and above.

Please initial your acknowledgement. \_\_\_\_\_ Date: \_\_\_\_\_



Payment Authorization Form

Please select method of payment (check only one):

<input type="checkbox"/>	<u>Payment Type/Form</u>	<u>Quick Pay Fee</u>	<u>Comchek/ACH Fee</u>	<u>Timing of Payment</u>
<input type="checkbox"/>	1 day Quick Pay/Comchek	6.75% of gross truck rate	\$25	Next business day
<input type="checkbox"/>	1 day Quick Pay/ACH deposit	6.75% of gross truck rate	\$15	Next business day
<input type="checkbox"/>	7 day Quick Pay/Comchek	4.75% of gross truck rate	\$25	7 days
<input type="checkbox"/>	7 day Quick Pay/ACH	4.75% of gross truck rate	\$15	7 days
<input type="checkbox"/>	7 day Quick Pay/Standard	4.75% of gross truck rate	None	7 days
<input type="checkbox"/>	Standard Payment/ACH	None	\$15	30 days
<input type="checkbox"/>	Standard Payment/Check	None	None	30 days

IMPORTANT:

1. All payments are made once we receive the ORIGINAL bills. Therefore, you must mail them to us.
2. If you do not select a method of payment above, you will automatically be selected to receive our standard payment paid by check.
3. The method of payment you choose above will be your default method of payment. You can override this by specifying otherwise on your invoice.

For ACH deposit please provide banking information and a VOIDED CHECK:

Bank Name \_\_\_\_\_ Bank Phone ( ) \_\_\_\_\_

ABA Number \_\_\_\_\_ Account Number \_\_\_\_\_

I hereby agree that all future invoices will be paid to the undersigned via the above method once invoice and ORIGINAL BOL/POD are received. The undersigned agrees to accept these payments as payment in full and not come back to First Star Logistics for payment on the above mentioned fees and discounts.

Company Name \_\_\_\_\_ MC# \_\_\_\_\_

I hereby acknowledge that I am authorized to sign company documents for the above named company.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

I authorize First Star Logistics to deposit payment for services rendered or goods provided directly into my account at the financial institution listed below. If First Star Logistics erroneously deposits funds into said account, I authorize First Star and the financial institution to initiate the necessary transaction(s) necessary to correct the error. This authorization will remain in effect until First Star Logistics has received written notification from me of its termination and First Star Logistics has had reasonable opportunity to act upon it.

Authorized by: Signature \_\_\_\_\_ Print \_\_\_\_\_



Please attach VOIDED CHECK here for ACH Payment.



**Insurance Request Form**

TO: \_\_\_\_\_  
Carrier's Insurance Agent

Insured: \_\_\_\_\_  
Carrier's Company Name/ Insured's Name

**RE: Certificate of Insurance**

Dear Insurance Agent:

This fax is to requesting a signed Certificate of Insurance on the above named insured. The certificate should list the Carrier's coverage for cargo & auto liability. The certificate requires the following information:

1. Auto Liability: \$1,000,000 Minimum coverage
2. Cargo Liability: \$100,000 Minimum coverage
3. The following listed as **certificate holder** or **additional insured** with a **30-day cancellation notice**:

First Star Logistics, LLC.  
11461 Northlake Dr.  
Cincinnati, OH 45249

**\*\*Please fax back the signed certificate to 302-450-4181 or email to Carriers@firststarllc.com\*\***



## **Workman's Compensation Waiver**

I am an independent contractor doing business as \_\_\_\_\_.

I am performing work as an independent contractor for First Star Logistics, LLC.

I am not the employee of First Star Logistics, LLC. For workers' compensation purposes therefore, I am not entitled to workers' compensations benefits from First Star Logistics, LLC.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Carrier

\_\_\_\_\_  
Date

\*All carriers must initial this page.\*

## BROKER / CARRIER AGREEMENT

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed motor carrier pursuant to Docket No. MC-\_\_\_\_\_ (hereinafter referred to as CARRIER) and **First Star Logistics, LLC 11461 Northlake Dr. Cincinnati, OH 45249** (hereinafter referred to as BROKER), a licensed property broker pursuant to Docket No. MC-179779.

- 1) **TERM.** This Agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled. Either party may terminate this Agreement upon fifteen (15) days written notice.
- 2) **RELATIONSHIP.** BROKER is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce. Upon accepting tendered load from BROKER, CARRIER shall not broker, interline, co-broker, assign or trip lease loads with another party and shall transport all shipments on equipment owned and operated by it. CARRIER agrees to 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. 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. CARRIER shall have full control of such personnel; 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. Failure to comply will result in non-payment of freight charges.
- 3) **SHIPMENT DOCUMENTATION.** CARRIER is to be named on the bill of lading as the carrier of record. BROKER shall be identified as the agent of the Shipper to whom invoices are sent for processing. Upon delivery of each shipment made hereunder, CARRIER shall submit signed proof of delivery and signed BROKER'S load confirmation with invoices to BROKER as agent for the shipper. Invoice will be in an amount equal to the rates and accessorial charges agreed to on the BROKER'S load confirmation sheet or other signed writing. Proof of delivery must show 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. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. Invoices not submitted within sixty (60) days of the ship date specified on the applicable bill of lading are waived. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt. The terms and conditions of the Standard Truckload Bill of Lading shall apply.
- 4) **DETENTION.** CARRIER agrees to allow four (4) free hours at origin, destination, and any intermediate stops before detention charges commence. BROKER must be notified at the end of the four (4) hours that CARRIER is still at location before any charges commence. CARRIER's failure to contact BROKER will result in no detention charges being applied. There will be no detention paid if the carrier is late or it is noted in the rate conformation.
- 5) **PAYMENT TERMS.** BROKER shall transmit payment of freight charges to CARRIER upon receipt from its customer and shall endeavor to transmit payments within thirty (30) days of invoice. If BROKER, in its sole discretion, elects to advance payment to CARRIER prior to receipt from its customer, such advance is with recourse. Interest and penalties shall not apply to late payments.
- 6) **INSURANCE.** CARRIER warrants to BROKER (and its customers) that it meets the following criteria:

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\*All carriers must initial this page.\*

(a) CARRIER shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment. Such insurance policy shall provide coverage to BROKER, the Customer or the owner and / or consignee for any loss, damage or delay related to any property coming into the possession of 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.

(b) CARRIER shall maintain public liability insurance in the amount of not less than \$1,000,000 as required by federal regulation (BMC-91 on file).

(c) CARRIER shall maintain workers compensation insurance as required by state law.

(d) CARRIER shall have commercial general liability coverage in the amount of not less than \$1,000,000 per occurrence.

(e) CARRIER shall agree to provide certificates of insurance upon request.

7) **OPERATING AUTHORITY / SAFETY.** CARRIER warrants that it has a United States Department of Transportation (USDOT) safety rating of "satisfactory" or equivalent and is otherwise authorized to provide the proposed services. CARRIER shall be in compliance with all applicable laws. In the event that CARRIER is requested by BROKER to transport any shipment required by the USDOT to be placarded as a hazardous material, the parties agree that the additional provisions shall apply for each such shipment.

8) **GOVERNING RULES.** This written Agreement and any load confirmation contains the entire agreement between the parties and may only be modified by signed written agreement. This Agreement shall be governed under the laws of the State of Ohio. Any lawsuit shall be brought in a court of competent jurisdiction in Hamilton County, Ohio. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101(b) 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. The following rules shall apply:

- (a) The terms of the Standard Truckload bill of lading;
- (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. 370);
- (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. 14706);
- (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement;
- (e) Claims may be filed by BROKER or Shipper with CARRIER; and
- (f) BROKER'S customer is third party beneficiary of this Agreement.

9) **FREIGHT LOSS, DAMAGE OR DELAY.** 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 as specified in Paragraph 3 above. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER (for the shipper), or allow BROKER to deduct from the amount BROKER owes CARRIER, the full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed.. CARRIER agrees to transport and deliver loads within reasonable dispatch unless a specific delivery date is shown on the bill of lading or load confirmation. In the event a claim is not resolved to the satisfaction of BROKER or its customer within 90 days of presentation or CARRIER is unable to demonstrate the loss is properly insured, BROKER in its sole discretion may elect to offset the claimed amount against freight charges otherwise due and owing to CARRIER, placing such sums in escrow until the merits of the claim are resolved. At the election of BROKER, any cargo claim or claim for CARRIER's negligence may be submitted for binding arbitration under the procedures established by the Transportation Lawyers Association with the cost of same to be evenly divided between the parties.

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\*All carriers must initial this page.\*

10) **INDEMNIFICATION**. CARRIER agrees to indemnify and hold BROKER and its customers harmless from any claims for loss or damage including, but not limited to, claims for or related to personal injury (including death) and property damage; to the extent caused by any act or omission of CARRIER, its employees or agents, in the performance of this Agreement or the services provided hereunder. CARRIER warrants that it is aware of and will comply with all facility access and safety requirements imposed by any consignor or consignee including but not limited to chemical and petroleum bulk plants. CARRIER expressly agrees to indemnify and hold harmless BROKER and its customer from any liability arising out of the presence of CARRIER, its employees and agents on such facilities or violations of the term of access imposed upon it.

11) **FREIGHT CHARGE COLLECTION**. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees that it waives any and all rights to institute any collection efforts against the shipper, receiver, consignor, consignee or the Customer.

12) **WAIVER OF CARRIER'S LIEN**. CARRIER shall not withhold any goods of any Customer on account of any dispute as to rates or any alleged failure to receive payment of freight charges incurred under this Agreement. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 9 of this Agreement.

13) **BACK SOLICITATION**. CARRIER agrees to not back solicit any customer of BROKER, either directly or indirectly. As liquidated damages, CARRIER agrees to pay back a fifteen percent (15%) commission on all traffic handled for customers first introduced to CARRIER by BROKER for a period of eighteen (18) months following cancellation of this Agreement.

14) **ASSIGNMENT / 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 inure to the benefit of the parties hereto.

15) **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.

16) **CONFIDENTIALITY**. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their Customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their Customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

17) **NON-DISPARAGEMENT**. During the Term and for two (2) years after the end of the Term, CARRIER will not, and CARRIER will ensure that its employees, independent contractors and subcontractors will not, make any public statements, whether oral or written, and including but not limited to making statements in or through social media venues, such as Facebook, Instagram, Twitter, LinkedIn, TikTok, Snapchat, Tumblr, Pinterest, Reddit, Discord, Yelp, etc., that would disparage, criticize, diminish, or foster negative publicity about, or tend to disparage, criticize, diminish, or foster negative publicity

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\*All carriers must initial this page.\*

about, BROKER and/or BROKER's products, services, or reputation, or that otherwise materially adversely impact BROKER's ability to compete in the market(s) where CARRIER provided services to BROKER. CARRIER agrees that BROKER is entitled to seek any available legal or equitable remedies, including injunctive relief, if CARRIER breaches this provision

18) **USE OF SUBCONTRACTORS.** CARRIER warrants that all service will be provided on motor vehicles operated and insured by and in accordance with the terms of this contract. In the event CARRIER violates this warranty and double brokers any shipment to a carrier not authorized in writing by BROKER, CARRIER agrees that it shall be fully liable to BROKER and its customer for all insurance claims, for any vicarious liability resulting from breach of this warranty and for any demand for freight charges by the actual service provider. In addition to CARRIER's obligation to indemnify and hold harmless BROKER and its customers from any liability or claim arising out of breach of this warranty, CARRIER agrees that as liquidated damages, BROKER may retain all unpaid freight charges due and owing to CARRIER and may seek recompense including state law remedies for tortious interference with contract in the event subcontractors demand payment of freight charges from BROKER's contract on shipments double brokered in violation of this provision.

19) **NOTICES.** Any notices required or permitted to be given under this AGREEMENT shall be in writing and shall be sent by first class mail **and** by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously faxed notices shall be likewise transmitted to the facsimile numbers shown below.

20) **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties. Any modifications must be made in writing and executed by both parties.

**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 written below.

BROKER

CARRIER

**FIRST STAR LOGISTICS, LLC**

\_\_\_\_\_

Authorized Agent

Authorized Agent

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Address

11461 Northlake Drive

Address

\_\_\_\_\_

Cincinnati, OH 45249

\_\_\_\_\_

\_\_\_\_\_

Phone #

\_\_\_\_\_

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\*All carriers must initial this page.\*

Fax # \_\_\_\_\_

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

FID # \_\_\_\_\_

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**FIRST STAR LOGISTICS LLC CONTRACT ADDENDUM AND CARRIER LOAD CONFIRMATION  
CONDITIONS**

CARRIER OR ITS AGENT CERTIFIES THAT ANY TRU EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS AND CA'S REGULATIONS TO REDUCE EMISSIONS OF DIESEL PARTICULATE MATTER, OXIDES OF NITROGEN AND OTHER CRITERIA POLLUTANTS, FROM IN-USE HEAVY-DUTY DIESEL-FUELED VEHICLES IN SECTION 2025 AND COMPLY WITH THE RECORD KEEPING REQUIREMENTS OF SECTION 2025(s)(4). DO NOT LOAD DAMAGED PRODUCT. FAILURE TO NOTIFY DISPATCHER OF DAMAGED PRODUCT WILL RESULT IN FINE. CARRIER IS RESPONSIBLE FOR QUANTITY OF PRODUCT CARRIER HAS SIGNED FOR. IF CARRIER HAS TO CUT PRODUCT TO MAINTAIN LEGAL WEIGHT REQUIREMENTS, CARRIER MUST NOTIFY FIRST STAR'S DISPATCHER IN ADVANCE TO ADVISE CARRIER WHICH PRODUCT IS PERMITTED TO BE CUT. CARRIER MUST NOT CUT PRODUCT IN ADVANCE OF NOTIFYING FIRST STAR'S DISPATCHER OR FINES WILL RESULT AGAINST CARRIER. PURSUANT TO FIRST STAR LOGISTICS CARRIER CONTRACT, CARRIER MUST PROVIDE AN AMOUNT OF CARGO INSURANCE COVERAGE SUFFICIENT TO COVER THE LOSS OR DAMAGE OF ANY COMMODITIES AND CARGO CARRIER. CARRIER'S CARGO INSURANCE POLICY MUST NOT EXCLUDE FROM COVERAGE ANY COMMODITIES OR CARGO CARRIED ON THIS ORDER. IF CARRIER'S CARGO INSURANCE POLICY CONTAINS A SCHEDULE OF COVERED VEHICLES, CARRIER WILL NOT TRANSPORT ANY CARGO ON THIS SHIPMENT USING A VEHICLE THAT IS NOT LISTED AS A SCHEDULED VEHICLE ON CARRIER'S CARGO INSURANCE POLICY. UNLESS FIRST STAR LOGISTICS LLC PROVIDES WRITTEN NOTICE HEREIN THAT THIS TERM DOES NOT APPLY TO THIS SHIPMENT, CARRIER'S MOTOR VEHICLE EQUIPMENT SHALL BE DEDICATED TO BROKER'S EXCLUSIVE USE WHILE TRANSPORTING FREIGHT TENDERED BY BROKER (FIRST STAR LOGISTICS) PURSUANT TO THIS LOAD CONFIRMATION AND CARRIER'S AGREEMENT WITH FIRST STAR LOGISTICS LLC. CARRIER'S VIOLATION OF THIS EXCLUSIVE USE REQUIREMENT SHALL RESULT IN CARRIER'S FORFEITING ITS RIGHT TO BE PAID FOR THE TRANSPORTATION SERVICES CONTEMPLATED BY THIS LOAD CONFIRMATION, NOT AS PENALTY, BUT AS LIQUIDATED DAMAGES.



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

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

**SERVICE DATE**  
April 12, 1985

**LICENSE**  
**MC-179779-B**  
FIRST STAR LOGISTICS, LLC  
LAWRENCEBURG, IN

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 black ink that reads "Kathy A. Weiner".

Kathy Weiner, Chief  
Information Systems Division

BPO

## Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

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)

Print or type  
 See Specific Instructions on page 2.

### 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.

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

Social security number

--	--	--

Employer identification number

--	--	--

### 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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

P O Box 710 Lake Havasu City, AZ 86405-0710  
800-872-3748 • (928) 680-9449 • FAX (928) 680-4382  
www.computercredit.com  
www.fadv.com



Attn:  
Carrier Name:  
MC #  
Phone #  
City / State:

This is an official request for a CREDIT REFERENCE on the company named below. Your prompt response is essential as a load may be pending. Thank you for your assistance.

**Company: First Star Logistics, LLC**  
**MC#: 179779**

**Location: Lawrenceburg, IN**

Date Account Opened: _____	High Credit Amount: _____
Average days to receive payment for ALL PAID Invoices: (Please do not include COD invoices)	Date of Last Invoice: _____
Account Balance: _____	Agreed Terms _____ # days _____
# Loads _____	NSF Activity: Y N (circle one) Collections: Y N
<b>NOTE: Providing past due information will result in a non-payment complaint on this company's credit report. **</b>	
Past Due Balance: \$ _____ past due from invoice date(s): _____	
Comments: _____	

This form **must** be accompanied by the following documentation:

- Signed contract**
- Rate confirmation(s)**
- Bill(s) of Lading – Proof of Delivery**
- Invoice(s) to company**
- For ALL loads, please provide the Accounts Receivable History**

Information Provided By: \_\_\_\_\_ Title: \_\_\_\_\_ Ext: \_\_\_\_\_

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

This completed information will be included on the above referenced company's credit report. If you have any questions please call 800 872-3748.

**First Advantage Transportation Services....Credit Information You Can Count On**  
Return by fax to: First Advantage Transportation Services at (800) 530-1739

C:\Documents and Settings\Operations\My Documents\FastStar\LogReferenceForm (32).doc  
Revised: 06/05



Bond Number: 13729

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Highway Administration, 400 7th St. SW, Washington, D.C. 20590.

Approved by OMB  
1124-0570

File: FHWA  
ACCOUNT NO. 2831-B

License No  
MC-179779

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we Fina Star Logistics LLC  
(Name of Property Broker)

of 1762 Ridgepoint Circle Lawrenceville, GA 30046  
(Address) (City) (State) (ZIP Code)

as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company a corporation,  
(Name of Surety)

or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Arizona (hereinafter called Surety) are held and

firmly bound unto the United States of America in the sum of \$75,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 19th day of August 2013, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, D.C., such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for

the payment of any damages hereinafter described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Principal for supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying for transportation prior to the date such termination becomes effective.


The receipt of this filing by the FHWA certifies that a broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 19<sup>th</sup> day of August 2013

**PRINCIPAL**

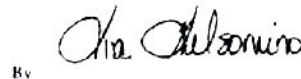
Name: Equip Star Logistics, LLC

By:   
Todd Hammers from, Vice President

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

**SURETY**

Name: Southwest Marine and General Insurance Company

By: 

Lisa Gelsomino, Attorney-in-Fact

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

