

# Carrier Packet 2016



## AFTER COMPLETING PLEASE RETURN TO:

[tlops@logisticsworldwide.com](mailto:tlops@logisticsworldwide.com)

We MUST have completed: Carrier Information, Accounting Page, Signed and Initialed Contract, along with a copy of your W-9, Insurance Certificate, and MC Authority BEFORE dispatching.

### CARRIER INFORMATION

**Carrier Name:**

**Dispatch Name:**

**Phone:**

**Fax:**

★ **Email for Rate Confirmation:**

★ **Email for future Live Load bid opportunities (if different than above):**

**After Hours Contact:**

**Phone:**

**Sales Contact Name:**

**Phone:**

**MC#:**

**# of Power Units:**

**SCAC#:**

**# of Teams:**

#### Zones You Currently Operate (Check all that apply):

- Southeast (SE) – TN, MS, KY, AL, GA, FL, SC, NC, VA
- Southwest (SW) – TX, OK, NM, LA, AR
- West Coast (WC) – CA, AZ, NV
- Pacific NW (PNW) – WA, OR, ID
- Mountain (MTN) – MT, WY, UT, CO, ND, SD
- Midwest (MW) – MN, WI, NE, KS, IL, IN, IA, MI, OH, WV, MO
- Northeast (NE) – PA, MD, DE, NJ, NY, RI, CT, NH, VT, MA, ME
- Canada (CAN)
- Mexico (MX)

#### Mode (Check all that apply):

- Dry Van  Flatbed  Step Deck  RGN  Reefer Intermodal  LTL

**HAZMAT Qualified:**  Yes  No

**Driver Communications:**  Satellite  Cell Phone  Call In

**Website Tracking:**  Yes  No

**If yes, please provide website:**

★ **Do you utilize the services of 10-4 Systems?**  Yes  No

**If Yes:** you are not qualified to participate in our carrier program.

**If No:** you agree to not utilize the services of 10-4 Systems during the duration of our agreement and comply with Section 4, Item E i, ii of the Logistics Worldwide Motor Carrier (Truckload) Transportation Agreement.

**Insurance Cert. Holder:** **Bold City Logistics, LLC dba Logistics Worldwide**

Logistics Worldwide | 6030 Bowdendale Avenue, Jacksonville, FL 32216

904.990.5500 | [tlops@logisticsworldwide.com](mailto:tlops@logisticsworldwide.com) | [www.logisticsworldwide.com](http://www.logisticsworldwide.com)

# Carrier Packet 2016



## ACCOUNTING PAGE

---

NAME:  
SCAC:  
FEID:

WEBSITE:  
MC#:

PHYSICAL ADDRESS:  
REMIT ADDRESS:

Do you use a factoring company?  Yes  No  
If so, how often?  Always  Often  Seldom

Factoring Company Name:  
Remit Address:

Contact Name:

### ACCOUNTS RECEIVABLE INFORMATION

Contact:

Phone:

Email:

Fax:

Do you accept checks by phone?  Yes  No

Overnight Address for Checks:

Do you accept credit cards?  Yes  No

If yes, which cards do you accept?  Visa  Discover  AMEX

Are you interested in QUICK PAY?  Yes  No

\*By selecting Quick Pay, the carrier agrees to a 9% discount. This option must be confirmed at time of booking. **DOES NOT** apply to shipments out of CA. Carrier must be established for more than 1 year.

### ACH INFORMATION

Bank Name:

Is this a U.S. Bank?  Yes  No

Routing #:

Account #:

Please complete and attach signed W-9.

Logistics Worldwide  
P.O. Box 23247  
Jacksonville, FL 32241  
Phone: 904.990.5500  
[tlops@logisticsworldwide.com](mailto:tlops@logisticsworldwide.com)

**PLEASE NOTE: ALL INVOICES AND COPIES OF PODS MUST BE SUBMITTED IMMEDIATELY FOR PAYMENT**

**TO: [ap@logisticsworldwide.com](mailto:ap@logisticsworldwide.com) \*\*\* PAYMENT**

**WILL NOT BE PROCESSED WITHOUT SCANNED COPY OF POD \*\*\***



## **MOTOR CARRIER (TRUCKLOAD) TRANSPORTATION AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Bold City Logistics, LLC dba Logistics Worldwide**, a Florida limited liability company and Registered Property Broker (MC#-662433) ("Broker"), and \_\_\_\_\_, a \_\_\_\_\_ and Registered Motor Carrier (MC#-\_\_\_\_\_) ("Carrier"), collectively the "Parties," or individually a "Party." "Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

### **1. CARRIER REPRESENTS, WARRANTS AND COVENANTS THAT IT:**

- A. Is a Registered Motor Carrier of property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities, having provided a copy of such license or authorization to Broker.
- B. Shall transport any property subject to this Agreement only with equipment owned by Carrier or leased to Carrier under a lease having a duration of more than thirty (30) days and only under its own operating authority, all subject to the terms of this Agreement.
- C. Makes the representations herein for the purpose of inducing Broker to enter into this Agreement.
- D. Agrees that a shipper's insertion of Broker's name as the carrier on a bill of lading shall be for the shipper's convenience only and shall not change Broker's status as a property broker or Carrier's status as a motor carrier.
- E. Will not re-broker, subcontract, assign or interline the transportation of shipments hereunder to any other persons or entities conducting business under a different operating authority without the prior written consent of Broker. Carrier is and at all times shall remain primarily liable to Broker and Broker's customers for each and every shipment made under this Agreement. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement.
- F.
  - i. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers; transportation of Hazardous Materials (including the licensing and training of HazMat qualified drivers as defined in 49 C.F.R. §172.800, §173, and §397 et seq.) to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and all applicable insurance laws and regulations including but not limited to workers compensation.
  - ii. Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of Carrier's

Initial: \_\_\_\_\_



vehicles, drivers and facilities. Carrier and Broker agree that safe and legal operation of the Carrier and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from Broker or Broker's customer with respect to any shipment at any time.

- G. Will notify Broker immediately if its federal operating authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H. Carrier shall defend, indemnify and hold Broker and its shipper customer harmless from any third-party claims, actions or damages (regardless of the nature of the damages), arising out of its performance under this Agreement, including but not limited to cargo loss and damage, theft, delay, damage to property, and personal injury or death. The obligation to defend shall include all costs of defense as they accrue.
- I. Does not have a safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA; U.S. Department of Transportation) other than "Satisfactory," and will notify Broker in writing immediately if its safety rating is changed to any safety rating other than "Satisfactory."
- J. Authorizes Broker to invoice Carrier's freight charges to shipper, consignee, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of Broker and is granting Broker credit terms accordingly.
- L. On behalf of the shipper, consignee and Broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California, Carrier represents and warrants that:
  - (i) All 53-foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement, are in compliance with the California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
  - (ii) All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.

**2. BROKER RESPONSIBILITIES:**

- A. SHIPMENTS, BILLING & RATES: Broker agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of Carrier and Broker, and shall offer Carrier at least one (1) load/shipment annually. Broker shall inform Carrier of (a) place of origin and destination of all shipments, and (b) if applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified. All information about the shipment is for informational purposes only.
- B. Broker agrees to conduct all billing services to shippers, consignees or other party responsible for payment. Carrier shall invoice Broker for its charges within fifteen (15) days of the date of delivery

of the shipment as mutually agreed in writing, by fax, or by electronic means contained in Broker's Load Confirmation Sheet(s) incorporated herein by this reference. Invoices, proof of delivery, signed rate confirmation, and any paperwork requested on rate confirmation presented later than ninety (90) days from the date of delivery of the shipment, or the date by which the shipment should have delivered, will be null and void and will not be accepted or paid by Broker or any other shipping\consignee party. Proof of delivery, signed rate confirmation, and any paperwork requested must be received by LWOD via email: ap@logisticsworldwide.com in within five (5) days from delivery date. Carrier agrees to; any paperwork not received within the given five (5) day time period will incur a \$100 per week deduction. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, Broker requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or electronic means) by both parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. **RATES:**

Any rates that may be verbally agreed upon shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference.

Rates or charges, including but not limited to stop-offs, detention, loading or unloading charges, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a signed writing by the Parties.

D. **PAYMENT:**

- i. Broker agrees to pay Carrier's invoice within thirty (30) days after Broker receives from Carrier proof of delivery, the bill of lading, signed rate confirmation, the invoice, and any paperwork requested in rate confirmation for a shipment, provided Carrier is not in default under the terms of this Agreement.
- ii. The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Failure of Broker to collect payment from its customer shall not exonerate Broker of its obligation to pay Carrier. Carrier agrees that it shall not contact Broker's customer directly regarding any payment issue, and Carrier shall not attempt to collect any charges directly from Broker's customer. In addition, Carrier hereby waives any lien rights it may have to freight shipped hereunder.
- iii. In the event of overcharges, duplicate payments, loss/damage/delay claims, or other charges owing to Broker from Carrier, Broker may offset such pending amounts from its payment to Carrier upon advising Carrier of the intent to do so. Payment and other disputes are subject to the terms of Section 4.D., which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. **BOND:** Broker shall maintain a surety bond /trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. Broker's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight. Carrier shall bear and retain all responsibility for payment of costs and expenses occurred in connection with the transportation services provided hereunder, including, but not limited to, maintenance and repair costs, fuel and lubricants, taxes, salaries, permit fees, insurance, tolls, ferries, and fines.



G. **Broker will notify Carrier immediately if its federal operating authority is revoked, suspended or rendered inactive for any reason.**

3. **CARRIER RESPONSIBILITIES:**

A. **EQUIPMENT:** Subject to its representations and warranties in Section 1. above, Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. **BILLS OF LADING:** Broker shall issue a bill of lading for each shipment and the terms therein are to be incorporated herein, except to the extent such terms are contrary to the provisions of this Agreement. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier.

C. **LOSS & DAMAGE CLAIMS:**

i. Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.

ii. Carrier's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.

iii. Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within sixty (60) days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this sixty (60) day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.

D. **INSURANCE:** Carrier shall furnish Broker with Certificate(s) of Insurance naming Broker as a certificate holder for insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; motor vehicle (including hired and non-owned vehicles) - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; cargo damage/loss - \$100,000.00; workers' compensation with limits required by law; and any other insurance required by the U.S. Department of Transportation, or any other governmental agency whose rules and regulations may apply to Carrier's performance of services under this Agreement. Except for the higher coverage limits that may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. It is expressly

Initial: \_\_\_\_\_ understood that





Broker does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the Broker's interests, and do not otherwise constitute limits of liability. Nothing in this Agreement shall be construed to avoid Carrier's liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: Carrier automatically assigns to Broker all its rights to collect freight charges from the shipper or any responsible third party on receipt of payment from Broker.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor and that no joint venture, partnership, principal/agent, fiduciary or employer/employee relationship exists, or is intended. Carrier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. Broker has no control of any kind over Carrier, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE AGREEMENT: Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
- ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act related thereto. However, nothing in this Agreement shall be construed as waiving any provision governing Carrier's compliance with all statutory registration, insurance, and/or safety related requirements relative to motor carriers, such as Carrier.

D. DISPUTES: Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling notwithstanding applicable conflicts of laws rules. The Parties agree and consent to the exclusive jurisdiction of the State and Federal courts with venue in Duval County, Florida in any action to interpret or enforce this Agreement. Any proceedings shall be started within twelve (12) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief.

E. NO BACK SOLICITATION:

- i. Unless otherwise agreed in writing, Carrier shall not knowingly solicit freight shipments for a period of twenty-four (24) months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipments of



shipper customers were first tendered to Carrier by Broker.

- ii. In the event of breach of this provision, Broker shall be entitled, for a period of twenty-four (24) months following delivery of the last shipment transported by Carrier under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief and Carrier waives any argument that Broker has an adequate remedy at law.

F. CONFIDENTIALITY:

- i. 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.
- ii. 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.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement attached may not be amended, except by mutual written agreement, or the procedures set forth above (Sections 2.B. and 2.C.).

I. NOTICES: Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be delivered by (i) hand delivery, (ii) a nationally recognized overnight courier service for next business day delivery (any notice given hereunder pursuant to this Section 4.I.(i) or (ii) shall be deemed delivered when received or when receipt is refused as evidenced by the records of the delivery or courier service), (i) the United States Postal Service when sent registered or certified mail, return receipt requested, postage prepaid (any properly addressed notice given hereunder pursuant to Section 4.I.(iii) shall be deemed delivered when the return receipt thereof is signed, except that any notice which is correctly addressed but which is returned by the postal service and undeliverable shall be deemed to have been received on the earliest date on which the postal service attempted delivery as indicated by postal service endorsement on the return receipt form), (iv) electronic mail, or (v) facsimile transmission (any notice given hereunder pursuant to Section 4.I.(iv) or (v) shall be deemed delivered when sent (as evidenced by e-mail records and facsimile confirmation) provided that a hard copy of such notice shall be sent simultaneously by one of the other delivery methods permitted in Sections 4.I.(i)-(iii)), and in each case above addressed to each party at its mailing address, electronic mail address or facsimile number as set forth below.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated,





upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

- K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- M. EMAIL AND FAX CONSENT: The Parties to this Agreement are authorized to email or fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- N. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

<p><b>Final Document: Approved</b>  <b>by Logistics Worldwide</b>  <b>Business/Finance/Legal</b></p> <p>_____/_____/_____</p>
---

**Bold City Logistics, LLC dba**  
**Logistics Worldwide**  
P.O. Box 23247  
Jacksonville, FL 32241  
Phone: 904.990.5500  
Facsimile: 904.423.0114  
Email: [jlavallee@logisticsworldwide.com](mailto:jlavallee@logisticsworldwide.com)

Signature: \_\_\_\_\_  
Print Name: Jeffery Lavallee  
Print Title: CEO & President

Carrier Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_



June 10 , 2016

JEFFERY LAVALLEE  
LOGISTICS WORLDWIDE  
PO BOX 23247  
JACKSONVILLE, FL 32241

#### CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **LWOD** has been renewed for:

LOGISTICS WORLDWIDE  
PO BOX 23247  
JACKSONVILLE, FL 32241  
MC-662433

This Alpha Code will apply only to the company name shown above through June 30, 2017. **Approximately two** months prior to expiration of this SCAC, **NMFTA** will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy of this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

Customs and Border Protection  
Attention SCAC Beauregard, Cube C-231-1  
1801 N Beauregard Street  
Alexandria, VA 20598-1350  
**AMS.SCAC@DHS.GOV**

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC connection with freight rates. For participation and membership information, please call (703) 838-1810

# CERTIFICATE OF LIABILITY INSURANCE

0Am ( 11/11/00/VVVV )  
08/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATEHOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FLORIDA FIRST INSURANCE GROUP 263 RIVER HILLS DRIVE SUITE 3 JACKSONVILLE, FL 32216	<b>INSURER(S) AFFORDING COVERAGE</b> MICHAEL LUCENT 904.374.3795 FAX 888-280-6602 IKE LUCENT@E1STINS.COM
<b>INSURED</b> Bold City Logistics, LLC, OBA Logistics Worldwide	INSURER A: Unret Specialty Insurance Company INSURER a: Lloyds of London INSURER c: INSURER o: INSURER i: INSURER l:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER.100 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE INSURANCE	POUCV	NUMIER	POUCVEFF	REVISION	AMOUNT
<input checked="" type="checkbox"/> GENERAL LIABILITY					1 000.000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					100.000 5.000
A CLAIMS-MADE OCCUR	y	USM1'3261	09/01/2016	09/01/2017	1 000.000
<b>GENERAL AGGREGATE LIMIT APPLIES PER POLICY</b> GEN'L AGGREGATE LIMIT APPLIES PER POLICY					2.000.000
<b>AUTOMOBILE LIABILITY</b> ALLOWED SCHEDULED AUTOS AUTOS NON-OWNED UMBRELLA					Included in GA
<b>EXCESS LIABILITY</b> INTENTIONS					
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> OFFICER EXCLUDED?					
8	Conbngent MotOr Truck Cargo	BUCMT000006	09/01/2016	09/01/2017	\$100,000 Any One Truck Ltm,1 \$100,000 Any One Truck Losa

DESCRIPTION OF OPERATIONS LOCATION | VEHICLE | (Attach ACORD 101, All Additional Information) | (Attach ACORD 101, All Additional Information)

Logistics Brokerage - Trucking

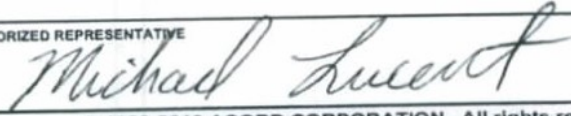
CERTIFICATE HOLDER

Bold City Logishcs LLC OBA  
Logis tics Worldwide  
PO BOX 23247  
Jaduionville, FI 32241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD25 (2010/05)

The ACORD name and logo are registered marks of ACORD

# 0

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

1200 New Jersey Ave S.E  
Washington, DC 20590

**SERVICE DATE**

August 17, 2016

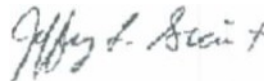
**LICENSE**

**MC-662433-B**

BOLD CITY LOGISTICS, LLC  
D/B/A LOGISTICSWORLDWIDE  
JACKSONVILLE, FL

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.



Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation  
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906  
or Notice of Cancellation of the Agreement

FORM BMC-85

Filer FMCSA Account Number: 26050-----

License No. MC- 662433-----

KNOW ALL MEN BY THESE PRESENTS, that we, Bold City Logistics DBA Logistics Worldwide  
(Name of Broker or Freight Forwarder)  
of 6030 Bowdendale Avenue Jacksonville Florida 32216  
(Street) (City) (State) (Zip)  
as TRUSTOR (hereinafter called Trustor), and TIFCO Commercial Services, Inc.  
(Name of Trustee)  
a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)  
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICCTermination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- 1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- 2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- 3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- 4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- 5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- 6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.



- 7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
- 8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- 9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
- 10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
- 11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
- 12. This agreement shall be governed by the laws in the State of California, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 11th day of August, 2016, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 11th day of August, 2016.

**TRUSTOR**

Bold City Logistics DBA Logistics Worldwide  
 COMPANY NAME  
6030 Bowdendale Avenue                      Jacksonville  
 STREET ADDRESS                                      CITY  
Florida                      32216                      904-990-5500  
 STATE                                      ZIP CODE                      TELEPHONE NUMBER  
Jeffery Lavallee  
 \_\_\_\_\_  
*(type or print Principal officer's name and title)*  
 \_\_\_\_\_  
*(Principal officer's signature)*  
 \_\_\_\_\_  
*(type or print witness's name)*  
 \_\_\_\_\_  
*(witness's signature)*

**TRUSTEE**

TDF Commercial Services, Inc.  
 COMPANY NAME  
14742 Newport Avenue Suite 104                      Tustin  
 STREET ADDRESS                                      CITY  
California                      92780                      714-680-5220  
 STATE                                      ZIP CODE                      TELEPHONE NUMBER  
Kate Williams  
 \_\_\_\_\_  
*(type or print Principal officer's name and title)*  
 \_\_\_\_\_  
*(Principal officer's signature)*  
 \_\_\_\_\_  
*(type or print witness's name)*  
 \_\_\_\_\_  
*(witness's signature)*

**NOTICE OF CANCELLATION**

This is to advise that the above Trust Fund Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative of Trustee or Trustor

*Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.*



