

# Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for TSD Logistics. The following items are needed in order for your company to join TSD's network of carriers:

Copy of Operating Authority (MC#)
Completed W-9 form
Completed Broker/ Carrier contract
Certificate of Insurance (cargo & liability) listing TSD Logistics as certificate holder
Carrier Contact Information
E-mail address for Accounts Receivable
After hours contact phone number

Thank you for your truck! We look forward to working with you to form a strong relationship. If you need anything feel free to contact us.

# PLEASE FAX THIS PACKET BACK TO 903-791-3082 OR EMAIL TO STHOMPSON@TSDLOGISTICS.COM

Susan Thompson Logistics Account Manager

# TSD Logistics, INC BROKER - CARRIER AGREEMENT

This Agreement	is entered into this	day of	, 20	, by and between
TSD Logistics, I	NC ("BROKER"), a Reg	gistered Property I	Broker, Lic. No	. MC-205733, and
		,	a Registered N	Motor Carrier, Permit/Certificate No.
DOT	("CARRIER"); collec	ctively, the "Parties	s". ("Registered	d" means operated under authority
issued by the Fed	deral Motor Carrier Sat	fety Administratio	n (or its predeo	cessors) within the U.S. Department of
Transportation.)		•	•	•

# 1. CARRIER REPRESENTS AND WARRANTS 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.
- B. Shall transport the property, under its own operating authority and 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 nor CARRIER's status as a motor carrier.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. 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. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- 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: transportation of Hazardous Materials (including the licensing and training of Haz Mat 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; 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 CARRIERS 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 supercede any service requests, demands, preferences, instructions, information from BROKER or BROKER's customer(s) with respect to any shipment at any time.
- G. CARRIER 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.

<b>Initials</b>	

- H. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
- (ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subp. i.
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

# 2. <u>BROKER RESPONSIBILITIES</u>:

- A. SHIPMENTS, BILLING & RATES: BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. 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 email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- C. RATES: Additionally, any rates, which 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, 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 writing signed by both Parties.
- D. PAYMENT: 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. BROKER agrees to pay CARRIER's invoice within 25 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement.
- E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and 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 will notify CARRIER 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.
- G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

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#### 3. CARRIER RESPONSIBILITIES:

- A. EQUIPMENT: Subject to its representations and warranties in Paragraph 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: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under 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 and
- (ii) CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms, and in respect of shipments originating in Canada under the uniform bill of lading in effect in the province of Canada where the carrier issues a bill of lading. It is agreed that in respect of shipments from a Canadian origin that the BROKER on behalf of the SHIPPER is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft and CARRIER waives the provisions of clauses 9 and 10 of the uniform bill of lading in effect in the province of origin.
- (iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above.
- (iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- (v) 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 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- (vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above, shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 2 days prior to shipment pick up.

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- D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or 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; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which 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. Nothing in this Agreement shall be construed to avoid or limit 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 Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.
- F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

# 4. <u>MISCELLANEOUS</u>:

- A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. 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 right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.
- 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.
- D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the (select one): \_\_\_\_Transportation Arbitration and Mediation PLLC (TAM), \_\_\_\_ American Arbitration Association (AAA), \_\_\_\_ Transportation ADR Council, Inc. (ADR), \_\_\_\_ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later.

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Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control
of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the
arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of
the decision of arbitrator(s) shall be fully explained in a written opinion. 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, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings
shall be conducted at the office of the AAA, ADR, DRC or TAM nearest or such other place
as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties,
or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of
competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and
regulations, the laws of the State of shall be controlling notwithstanding applicable conflicts of laws
rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
(i) (OPTIONAL): (BROKER INITIAL; CARRIER INITIAL) Subject to the time
limitation set forth in Subp. A above, for disputes where the amount in controversy exceeds \$,
BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes
arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and
reasonable attorney fees, including but not limited to any incurred on appeals.
(ii) (OPTIONAL)(BROKER INITIAL; CARRIER INITIAL) Subject to the time
limitation set forth in Subp. A above, for disputes where the amount in controversy does not exceed
\$, BROKER shall have the right, but not the obligation, to select litigation in small claims court
order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses
and reasonable attorney fees, including but not limited to any incurred on appeals.
(iii) (IF i AND/OR ii ARE ADOPTED, THEN iii MUST BE INCLUDED) Venue, controlling law,
and jurisdiction in any legal proceedings under Subps. i or ii above shall be in the State of
E. NO BACK SOLICITATION:
(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or
accept shipments) for a period of 48 month(s) 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.
(OPTIONAL)
(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 36 months
following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 60
percent (60%) 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 in

the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

#### 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 in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

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- 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 and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

### I. NOTICES:

- (i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
- (ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
- (iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- 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. FAX CONSENT: The Parties to this Agreement are authorized to 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. FORCE MAJEURE: In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.
- O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, 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.

(BROKER)	TSD Logistics, Inc.	(CARRIER)
Authorized Signature Printed Name	Terry Moore	Authorized Signature
Title	Operations Manager	Printed Name  Title
Company Address	7970 Hampton Road	Company Address
	Texarkana, TX 75503	
	PLEASE FAX PACKET	BACK TO 903-791-3082
Carrier Accounts Rec	ceivable E-Mail:	
	Remit E-Mail for Carrier Inv	oices: trape@tsdlogistics.com

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

Initials \_\_\_\_\_



# TSD Logistics, Inc.

7970 Hampton Road Texarkana, TX 75503

tsdlogistics.com 800-426-7110

# **CARRIER CONTACT INFORMATION**

CONTACT #1	CONTACT #2
NAME	NAME
TITLE	TITLE
OFFICE#	OFFICE#
CELL #	CELL#_
FAX #	FAX #
EMAIL	EMAIL
CONTACT #3	CONTACT #4
NAME	NAME
NAME TITLE	
	TITLE
TITLEOFFICE #	TITLEOFFICE#_
TITLE	TITLE OFFICE # CELL #



#### TSD Logistics, Inc.

7970 Hampton Road Texarkana, TX 75503

tsdlogistics.com 800-426-7110

# PREFERRED DOCUMENT DELIVERY METHOD:

TSD prefers that you submit your load paperwork and invoices using TRANSFLO \$Velocity. This service allows you to get your trip information to us in a matter of minutes instead of days so you GET PAID FASTER.



# Benefits to you

- > Get paid faster no more waiting for the mail to deliver the documents.
- > Free to download and free to use
- > Total control of your documents because you no longer hand your documents off to someone hoping they do not get lost.
- > Keep your original paperwork until payment has been received.
- > Ability to confirm that your invoices arrived for processing.
- > You get a confirmation number immediately after sending so you know your documents have been sent.
- > Eliminates the need to make copies before sending your documents.

# To participate

You need the following:

- > A PC
- > A local scanner or network scanner

Go to the link to download and install the program and use the Broker ID **TBKDV**. If you need additional assistance, please contact \$Velocity Customer Support at 866-503-5707.

www.transflovelocity.com/dowload



# **CARRIER PAYMENT OPTIONS:**

# Paid-In-Full

1. Standard Mail, Email, Fax, or TRANSFLO:

> Upon delivery, please send all BOL/POD/Receipts to one of the following:

Mail: 7970 Hampton Road

Texarkana, TX 75503

Email: billing@tsdinc.com

Fax: (903) 831-8993

TRANSFLO \$Velocity: www.transflovelocity.com/dowload; use Broker ID TBKDV

- > Our standard payment terms are 25 days upon receipt of proper paperwork.
- > There are no fees for standard payment.

# 2. Direct Payment:

- > Upon receipt of proper paperwork we can make an electronic payment directly to your bank account.
- > Each payment is accompanied by an e-mail detailing payment information. We can send this e-mail to as many addresses as you want.
- > Just fill out the information on the following page (Direct Payment Form) to be enrolled in Direct Payment.
- > Our standard payment terms are 25 days upon receipt of proper paperwork.

# 3. Quick Pay:

- > Available for established carriers only (after 90 days)
- > Full amount paid with a \$10 administration charge after load delivered
- > BOL/POD/Receipts required, please email to team@tsdinc.com, fax to TSD dispatcher or transmit via TRANSFLO \$Velocity
- > Issued by EFS check



# TSD Logistics, Inc.

7970 Hampton Road Texarkana, TX 75503

tsdlogistics.com 800-426-7110

# **DIRECT PAYMENT PROGRAM**

TSD Logistics is now offering all of our carriers the opportunity to participate in our new direct payment program. No more waiting for the mail, no lost checks, and no deposits to be made. How it works:

1. You send us your BOLs and Invoices to one of the following:

Mail: 7970 Hampton Road

Texarkana, TX 75503

Email: billing@tsdinc.com

*Fax*: (903) 831-8993

TRANSFLO \$Velocity: www.transflovelocity.com/dowload; use Broker ID TBKDV

2. We make an electronic payment directly to you bank account.

Further, each payment is accompanied by an email detailing payment information. We can send this e-mail to two addresses. Save paper, time, and money!

Just fill out the following information to be enro	olled in Direct Payment:	
Company Name		
MC Number		
Address		
Contact Person	Phone:	
Bank Name:		
ABA (routing) Number:		
Account Number:		
Email accounts to receive payment notifications:		

Email completed form to jlaczko@tsdlogistics.com or fax to 903-831-8996 or mail to above locations.

# TSD Logistics

# TSD Logistics, Inc.

7970 Hampton Road Texarkana, TX 75503

tsdlogistics.com 800-426-7110

# **Bank References:**

Origin Bank Ruston, LA 71270

Marisol Yumet: 318.232.7482

# **Trade References:**

Fuel: EFS Transportation Services

Memphis, TN

Beverly Jefferson: 800.238.4022 x12003

IT: Datacast Texarkana, TX

Mary Bird: 903.793.6581

# **Carrier References:**

Dills Trucking Thayer, MO

Cherie: 800.255.4723

Southern Refrigerated Transport

Texarkana, AR

Brandon Frederick: 870.898.3337

Great Central Truck Leasing

Smithville, MO

Denise Rieth: 816.659.8095

Brokerage MC# 205733

Carrier MC# 176106

Federal ID# 71-0535925

Brokerage SCAC: TBKD

Carrier SCAC: TSDV



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

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

SERVICE DATE April 18, 2012

DECISION
MC-205733
TRI-STATE DELIVERY, INC.
TEXARKANA, TX
REENTITLED
TSD LOGISTICS, INC.

On April 12, 2012, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

#### It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as TSD LOGISTICS, INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: http://li-public.fmcsa.dot.gov. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: April 13, 2012

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief

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Information Technology Operations Division

**IC**A



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

SERVICE DATE April 26, 2012

DECISION MC-176106 TRI-STATE DELIVERY, INC. TEXARKANA, TX REENTITLED TSD LOGISTICS, INC.

On April 5, 2012, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

#### It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as TSD LOGISTICS, INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: http://li-public.fmcsa.dot.gov. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: April 23, 2012

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief

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Information Technology Operations Division NC/A

(Rev. December 2014) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.								Ī		
	TSD LOGISTICS INC											
2 Business name/disregarded entity name, if different from above							$\top$					
19												-
bac	G C L L Comptions (codes applied							v on	hu to			
<u> </u>	3 Check appropriate box for federal tax classification; check only one of the following the following the second section of the following the	<u> </u>	□ <b></b>		cer	4 Exemptions (codes apply only to certain entities, not individuals; see						see
9 15 (					rust/estate instructions on page 3):  Exempt payee code (if any)							
ž p	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)				Exe	mp	ot pay	20 CO	de (	(if any) ا		5
P 5	Note. For a single-member LLC that is disregarded, do not check LLC; che	ck the appropriate box in	the line abov							porti	ng	
Print or type Instructions	the tax classification of the single-member owner.				CO		(if any	_				
는 글	Other (see instructions)		,		(Арр	lios	to accor	ınts ma	intaiı	ned outs	de the	U.S.)
ij	5 Address (number, street, and apt, or suite no.)	•	Requester's	name	and a	dd	lress (	option	nal)			
ē	7970 HAMPTON ROAD											
	6 City, state, and ZIP code	-										
See	TEXARKANA, TX 75503									İ		
	7 List account number(s) here (optional)								_	i		i
												ŀ
Par	t I Taxpayer Identification Number (TIN)									$\overline{}$		一
	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to ave	oid Soc	cial s	ecurit	yп	umbe	r		<del>i</del>		1
backı	ip withholding. For individuals, this is generally your social security num	ber (SSN). However, fo	ora 🗔			-	Т	$\neg$	Г	<u> </u>	T	Time
	ent alien, sole proprietor, or disregarded entity, see the Part I instructions					-			-	- 1.		ļ.
	es, it is your employer identification number (EIN). If you do not have a nu n page 3.	umber, see How to ge	ra L or			ı		_	L			1
	If the account is in more than one name, see the instructions for line 1	and the chart on nego		volar	er ider	ntif	icatio	n nur	nbe	er		<del>-</del>
	in the account is in more than one hame, see the instructions for line 1 a lines on whose number to enter,	and the chart on page	4 101		Г		<del></del>		Т	T	т.	<b>≒</b>
3-/			7	1	-  (	0	5	3   5	5	9 2	2   5	i
Par	t   Certification											<u>-  }</u>
	r penalties of perjury, I certify that:										<u> </u>	-
	e number shown on this form is my correct taxpayer identification numbers.	or for Lam waiting for	a number t	n ha	iseuo	d +	o mo	l. and	a			
		, -										
Se	m not subject to backup withholding because: (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and											
	m a U.S. citizen or other U.S. person (defined below); and											
	e FATCA code(s) entered on this form (if any) indicating that I am exemp	•	-									-
becau intere gener instru	fication instructions. You must cross out item 2 above if you have been use you have failed to report all interest and dividends on your tax return st paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to ctions on page 3.	i, For real estate trans of debt, contributions to	actions, iten o an individo	n 2 c ual re	toes n etirem	ot en	apply t arra	, Fo	r m nei	ortga nt (IR/	ge A), a	nd
Sign		De	ate ►	1/	u]	1	7					
Ger	neral Instructions	• Form 1098 (home mo	rtgage interes	st), 10	098-E (	stu	ident l	oan i	nte	rest), 1	098- 	-т
Section	references are to the Internal Revenue Code unless otherwise noted,	• Form 1099-C (cancel	ed debt)								İ	
	e developments, Information about developments affecting Form W-9 (such	• Form 1099-A (acquisi		lonm	ent of s	sec	ured	orope	rty)		İ	
_	islation enacted after we release it) is at www.irs.gov/fw9.	Use Form W-9 only in provide your correct Til		S. pe	rson (i	nci	uding	a resi	ide	nt alier	i), to	
-	lividual or entity (Form W-9 requester) who is required to file an information	If you do not return F									be so	ubject
return	with the IRS must obtain your correct taxpayer identification number (TIN)	to backup withholding.			ıp with	ho	laing?	on p	age	2.		
	may be your social security number (SSN), individual taxpayer identification er (ITIN), adoption taxpayer identification number (ATIN), or employer	By signing the filled-				. /.				na fa		mbc-
identif	ication number (EIN), to report on an information return the amount paid to	<ol> <li>Certify that the TIN to be issued).</li> </ol>	you are givin	ıg ıs	correc	ı (O	you	are W	alti	ng tor	a 116 	IIIDEL
	you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:  2. Certify that you are not subject to backup withholding, or											
	n 1099-INT (interest earned or paid)	3. Claim exemption f			•			•	_	exemp	t pay	ee. If
	n 1099-DIV (dividends, including those from stocks or mutual funds)	applicable, you are also	certifying the	at as	a U.S.	pe	rson,	your :	allo	cable	shan	
	n 1099-MISC (various types of income, prizes, awards, or gross proceeds)	any partnership income withholding tax on fore										and
	n 1099-B (stock or mutual fund sales and certain other transactions by	4. Certify that FATCA	code(s) ente	red c	n this	for	m (if a	ny) in	dic	ating t	hat y	ou are
	brokers) exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.					? on						

Form 1099-K (merchant card and third party network transactions)

• Form 1099-S (proceeds from real estate transactions)



May 04, 2016

BEVERLY PARRISH TSD LOGISTICS INC 7970 HAMPTON ROAD TEXARKANA, TX 75503

# CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of TBKD has been renewed for:

TSD LOGISTICS INC 7970 HAMPTON ROAD TEXARKANA, TX 75503 MC-205733 US DOT-2214048

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 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 inconnection with freight rates. For participation and membership information, please call (703) 838-1810



# Diamond Broker Program





# TSD Logistics, Inc.

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



Valid through August 2019 – MC 205733

Bond Number: 13833

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 than 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.

<b>0</b> , , , , , , , , , , , ,	<b>3</b> ,
B.M.C. 84 (10/98)	Approved by OMB 2125-0570
Filer FHWA ACCOUNT NO 28318	License No. MC-205733
PROPERTY BROKER	'S SURETY BOND UNDER 49 U.S.C. 13906
KNOW ALL MEN BY THESE PRESENTS, That we	TSD LOGISTICS INC (Name of Property Broker)
of 7970 HAMPTON ROAD.	TEXARKANA, TX 75503 (City) (State) (ZIP Code)
as PRINCIPAL (hereinafter called Principal), and	Southwest Marine and General Insurance Company a corporation,
•	lity 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 (state or District of Columbia)
	sum of \$100,000, for which payment, well and truly to be made, we bind ourselves and assigns, jointly and severally, firmly by these presents.
the rules and regulations of the Federal Highway motor carriers and shippers, and has elected to fi	to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and Administration relating to insurance or other security for the protection of le with the Federal Highway Administration such a bond as will ensure sportation subject to the ICC Termination Act of 1995 in accordance with e, and
Transportation by motor vehicle with 49 U.S.C. Administration, relating to insurance or other see	ure compliance by the Principal as a licensed Property Broker of 13906(b), and the rules and regulations of the Federal Highway curity for the protection of motor carriers and shippers, and shall inure to the to whom the Principal may be legally liable for any of the damages herein
motor carriers or shippers by motor vehicle any the Principal's failure faithfully to perform, fulfi Principal while this bond is in effect for the supp	this obligation is such that if the Principal shall pay or cause to be paid to sum or sums for which the Principal may be held legally liable by reason of all and carry out all contracts, agreements, and arrangements made by the plying of transportation subject to the ICC Termination Act of 1995 under ghway Administration, then this obligation shall be void, otherwise to remain
until such payment or payments shall amount in obligation hereunder exceed the amount of said	discharged by any payment or succession of payments hereunder, unless and the aggregate to the penalty of the bond, but in no event shall the Surety's penalty. The Surety agrees to furnish written notice to the Federal Highway nents rendered, and payments made by said Surety under this bond.
of the Principal as stated herein and shall contin Surety may at any time cancel this bond by writ D.C., such cancellation to become effective thir Form BMC-36, Notice of Cancellation Motor C	y of September 2013, 12:01 a.m., standard time at the address ue in force until terminated as hereinafter provided. The principal or the ten notice to the Federal Highway Administration at its office in Washington ty (30) days after actual receipt of said notice by the FHWA on the prescribed arrier and Broker Surety Bond. The Surety shall not be liable hereunder for fibed 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 24

4<sup>40</sup> d:

of September 2013

PRINCIPAL	SURETY				
Name: TSD LOGISTICS INC	Name: Southwest Marine and General Insurance Company				
By Robert Mein Robert Muir, CEO	ByORPORA				
Witness Venesa Staggue	Witness Magabriela Voto SEAL Witness				



# CERTIFICATE OF LIABILITY INSURANCE

1/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. 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. If 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).

Texarkana TX 75504	INSURER F:			
	INSURER E :			
7970 Hampton Road	INSURER D : Praetorian Insurance Company	37257		
TSD Logistics, Inc.	INSURER C :Gemini Insurance Company			
INSURED	INSURER B :XL Specialty Insurance Company			
Little Rock AR 72203	INSURER A :XLCatlin	37885		
P. O. Box 3456	INSURER(S) AFFORDING COVERAGE	NAIC #		
100 River Market Ave #300	E-MAIL ADDRESS: rebecca@meadorsadamslee.com			
Meadors Adams & Lee, Inc.	PHONE (A/C, No, Ext): (501)372-5200 FAX (A/C, No): (501)372-4763			
PRODUCER	CONTACT Rebecca Porras			
	10.000.000.000.000			

#### COVERAGES CERTIFICATE NUMBER:17/18 Master

**REVISION NUMBER:** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
Ī			GEC300103701	1/31/2017	1/31/2018	MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- JECT LOC				3	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:					Employee Benefits	\$ 1,000,000
В	AUTOMOBILE LIABILITY	2				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS AUTOS		AEC004671501	1/31/2017	1/31/2018	BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	X UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$ 4,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 4,000,000
	DED X RETENTION\$ 10,000		GVE100137702	10/1/2016	1/31/2018		\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	7.
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		QWC4001282		1/31/2018	E.L. EACH ACCIDENT	\$ 1,000,000
D				1/31/2017		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - POLICY	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
В	B Motor Truck Cargo		UM00045944MA17A	1/31/2017	1/31/2018	Single Conveyance/\$500,000	Ded \$10,000
В	Trailer Interchange		UM00045944MA17A	1/31/2017	1/31/2018	Limit \$30,000	C/C Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
jhanson@tsdinc.com TSD Logistics Inc Joy Hanson-hickerson 7970 hampton road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
TEXARKANA, TX 75503	AUTHORIZED REPRESENTATIVE

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# TSD Logistics, Inc.

7970 Hampton Road Texarkana, TX 75503

tsdlogistics.com 800-426-7110

# CERTIFICATE REQUEST FORM:

Date:		Requ	ested By: <u>Mat Lanier</u>	
Please Add:	TSD Logistics, Inc. 7970 Hampton Road Texarkana, TX 75503			
as certificate h	older for Trucking Compar	<i>7</i> :		
Name: Address:				
Comments:				

# PLEASE FAX THIS PACKET BACK TO 903-791-3082 OR EMAIL TO MLANIER@TSDLOGISTICS.COM



# Certificate of Membership

This certificate of membership recognizes

# TSD Logistics, Inc.

- AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 2009 Issued for the 2017 incombership year for

LEADERSHIP on third party logistics industry, COMMITMENT to customer service, and

DEDICATION to ethics and excellence through adherence to the TIA Code of Ethics

Sign

PRESIDENT & CEO ROBERT VOLTMANN

JEPFREY TUCKER CHAIRMAN, TIA BOARD OF DIRECTORS