



P O Box 16620
Lake Charles, Louisiana 70616-16620
Phone 337-494-6900 Fax 337-436-4606
www.lakecitylogistics.com

In order for us to properly set you up as an **APPROVED CARRIER**, we need the following documents:

_____ Certificate of Auto Liability insurance from your insurance agent naming
Lake City Logistics as Certificate Holder.

_____ Certificate of Cargo insurance from your agent naming Lake City
Logistics as Certificate holder.

_____ Copy of your Authority

_____ Signed Broker/Carrier Agreement

_____ Carrier Profile sheet

_____ W-9 Form

●Please fax documents to **337-436-4606**. We will **not** accept binders or sample insurance certificates. Rate confirmations will not be faxed until we have all documents on file. Please call Jimmy if you have any questions. Thank You!

Carrier Profile

Company Name _____

Remit to Address _____

MC # _____ Fed ID # _____ SCAC Code _____

Dispatch Contact _____ e-mail _____

Accounting Contact _____ e-mail _____

Local Phone _____ Watts _____

Fax Number _____

Number of power units _____ Vans _____ Flats _____ Other _____

Primary Traffic Lanes _____

Primary Backhaul Needs _____

Broker-Carrier Transportation Agreement

Agreement made this _____ day of _____, 20____, by and between **MG Inc D/B/A Lake City Logistics**

(hereinafter called BROKER") *P O Box 16620, Lake Charles, LA 70616-6620* and _____

(hereinafter called "CARRIER").whose address is _____

WHEREAS:

BROKER is a broker of property registered with the U. S. Department of Transportation under Docket Number 399946 and controls the transportation of the commodities to be tendered to CARRIER

CARRIER is a motor carrier registered with the U. S. Department of Transportation under Docket No _____ and desires to furnish contract carrier service to BROKER and/or its customers for the transportation of general commodities;

The parties hereto intend to enter into a contract as authorized under 49 U.S.C. & 14101(b) to provide specified services under specified rates and conditions, and expressly waive any or all rights and remedies under the Interstate Commerce Act for the transportation provided hereunder;

NOW THEREFORE, BROKER and CARRIER mutually agree as follows:

1. This Agreement shall be effective for a period of one year from the date of execution and shall be automatically renewed for additional one-year periods unless cancelled by either party upon thirty days written notice to the other party.
2. BROKER agrees to tender to CARRIER and CARRIER agrees to accept from BROKER, a series of shipments during the term of this Agreement.
3. All rates, charges and rules, including accessorial services, shall be agreed to in writing and are to be contained in a schedule annexed hereto as Appendix C. Rates may be established or amended verbally, provided that CARRIER shall immediately confirm by a letter or "fax" to BROKER and said document shall constitute an addendum to this Agreement.
4. CARRIER will invoice BROKER for all agreed-to freight and accessorial charges, and BROKER will invoice the shipper or consignee, deduct its commission and remit the balance to CARRIER within thirty (30) days of receipt of CARRIER's invoice and signed proof of delivery. CARRIER agrees not to contact or pursue shipper or consignee of cargo for payment owed to CARRIER by BROKER for freight or accessorial charges, and agrees that it is limited to collecting said charges only from BROKER.
5. The time limit for filing overcharge and undercharge claims shall be 180 days, except that clerical errors, mathematical errors, extension errors, and duplicate payments may be corrected at any time. All overcharge claims and duplicate payments shall be handled and processed by CARRIER in accordance with 49 C.F.R. & 378.
6. The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor, except that CARRIER hereby designates BROKER its agent for the purpose of collecting the agreed-to freight charges from the shippers and/or consignees.

Carrier Initial: _____

7. CARRIER shall maintain all risk cargo insurance in the minimum amount of \$50,000 to compensate BROKER, Shipper, consignee, or Owner of the property transported for loss or damage to property transported by CARRIER. CARRIER shall also maintain a BMC 32 Endorsement to its cargo insurance policy in the form required by the U. S. Department of Transportation in 49 CFR & 387.313. CARRIER agrees to furnish to BROKER a Certificate of Insurance requiring the insurer to give BROKER written notice thirty (30) days prior to cancellation.

8. CARRIER shall indemnify and hold harmless the BROKER, and its shippers and receivers from all claims for injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the transportation of the property of the BROKER's shippers and receivers hereunder. CARRIER shall maintain public liability insurance in accordance with the requirements of 49 CFR PART 387 and shall furnish to BROKER a certificate of Insurance requiring the insurer to give BROKER written notice thirty (30) days prior to cancellation.

9. CARRIER shall issue a written receipt or bill of lading for all shipments. The receipt shall show the kind, quantity, and condition of commodities received and shall be evidence of receipt of such commodities by CARRIER in apparent good order and condition. To the extent any term or condition of such receipt or bill of lading conflicts in any way with any term or condition of this Agreement, this Agreement shall govern.

10. CARRIER acknowledges that all matters relating to loss, damage or delay to goods are to be disposed of by it directly with the shipper, consignee, or owner of the goods, and that BROKER assumes no responsibility for the same other than to attempt to facilitate settlements.

11. CARRIER agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for full actual loss, subject to the provisions of 49 U.S.C. & 14706, ("Carmack Amendment") and 49 CFR & 1005 (claim regulations), such liability to exist from the time of the receipt of any of said goods by CARRIER until proper delivery has been made.

12. The measure of damages for loss or damage shall be: (i) for goods sold to a customer, the invoice price to the customer, or (ii) for goods not sold to a customer, the destination market value of the goods. CARRIER's liability for loss, damage, or delay shall be determined solely by the terms of this Agreement. Any attempts to limit CARRIER's liability by tariff or other provisions incorporated by reference in a bill of lading or shipping document shall be deemed null and void.

13. CARRIER agrees not to interline or use other mother carriers, or brokers, or to use "substituted services" by rail, for shipper's good without prior written agreement of BROKER.

14. CARRIER agrees to provide evidence of its financial condition upon request by, and in form acceptable to, BROKER.

15. CARRIER acknowledges that BROKER has a proprietary interest in the information regarding its processes, pricing and costs, as well as other information pertaining to BROKER's customers, including, but not limited to, the identity, location, requirements and charges to its customers. CARRIER acknowledges that such information constitutes highly confidential trade secrets. During the term of this agreement, CARRIER may have access to, and become familiar with, various trade secrets and confidential information of the BROKER. CARRIER agrees not to and agrees it representatives shall not use, communicate, reveal or otherwise make available such information for any purpose whatsoever, or to divulge such information to any person, partnership, corporation or entity other than BROKER or persons expressly designated by BROKER, at any time, unless such CARRIER is compelled to disclose it by judicial process.

Carrier Initial: _____

16. CARRIER shall not, for a period of one (1) year from the date this agreement is terminated, solicit traffic from any shipper, consignor, consignee, or customer of BROKER for which CARRIER provided shipping services pursuant to this agreement. If CARRIER breaches this agreement and "back solicits" the BROKER's customers, and obtains traffic from such a customer, the BROKER then is entitled, for a period of eighteen (18) months after the involved traffic first begins to move, to receive the same commission previously charged by the BROKER to the CARRIER, or fifteen per cent 15% of the transportation revenue received on the movement of the traffic, whichever is greater.

17. If any provision, paragraph, or subparagraph of this agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph and subparagraph of this agreement is servable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant. This agreement shall be subject to and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, BROKER and CARRIER have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

BROKER: LAKE CITY LOGISTICS

CARRIER: _____

By: _____

By: _____

Title: President

Title: _____

Date: _____

Date: _____

Phone No 337 494-6900

Phone No _____

FID No 72-1464308

FID No _____

DOT Docket No 399946

DOT MC No _____



References & Information

President	James G Gobert
Dispatcher	Jimmy Saltzman
MC Number	399946 B
Bonded By	Washington Intl
Bond #	S8009164
D & B D-U-N-S Number	13-190-2301

Bank Reference: Cameron State Bank
2201 Oak Park Blvd
Lake Charles, LA 70601
Mr. Lyles McDaniel
(337) 474-1252

Carrier References

Capital Carriers	Champion Delivery	Big Bear Trucking
MC#548925	MC#352642	MC#493519
Houston, TX	Freeport, TX	Ft Lupton, CO
(713) 678-4922	(979) 233-4800	(303) 857-6942

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 10927
(EXECUTED IN DUPLICATE)

KNOW ALL MEN BY THESE PRESENTS, THAT we MG, INC. D/B/A LAKE CITY LOGISTIC
(Name of Property Broker)

of LAKE CHARLES, LOUISIANA as PRINCIPAL (hereinafter called Principal),
(City) (State)
and WASHINGTON INTERNATIONAL INSURANCE COMPANY, a corporation, or a Risk Retention
(Name of Surety)

Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of ARIZONA as SURETY
(State)

(hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Interstate Commerce Commission such a bond as will ensure financial responsibility and the supplying of transportation subject to said Act in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 10927(b), and the rules and regulations of the Interstate Commerce Commission, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

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

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Interstate Commerce

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

19TH day of MARCH, 2001

PRINCIPAL SURETY
Name MG, INC. D/B/A LAKE CITY LOGISTIC Name WASHINGTON INTERNATIONAL INSURANCE COMPANY [SEAL]

By _____ By Stephen J. Gaffney
(Signature and Title) (Signature and Title)
STEPHEN J. GAFFNEY, ATTORNEY-IN-FACT

Witness _____ Witness Shawn Hubert

PM-25
(Rev. 1/95)

SERVICE DATE
April 13, 2001

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

LICENSE

MC 399946 B

MG INC.
D/B/A LAKE CITY LOGISTIC
LAKE CHARLES, LA, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Terry Shelton, Director
Office of Data Analysis & Information Systems