

## **BROKER - CARRIER AGREEMENT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_Sunset Pacific Logistics \_("BROKER"), a Registered Property Broker, Lic. No. MC-\_514833-B\_\_\_, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT-\_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("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 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, assign or interline the shipments hereunder, 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 Paragraph.
- F. 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 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 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.
- 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.

H. (i) Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for public liability, \$\_\_1,000,000\_\_\_\_, and property damage, \$\_\_1,000,000\_\_\_\_, or such other amounts as mutually agreed by the Parties in writing, 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, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence 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, and regardless of whether the Parties insurance as referred to in sub par i) above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub par (i).

I. Does not have an "Unsatisfactory" or "Conditional" 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". A CARRIER'S Unsatisfactory or Conditional rating will void this agreement. If BROKER discovers through it's own investigation that CARRIER'S safety rating is "Unsatisfactory" or "Conditional", BROKER will void agreement immediately. BROKER cannot use CARRIER's who have an Unsatisfactory or Conditional rating.

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.

## **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. 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. Only Emailed invoices with rate contract and all proofs of deliveries are accepted. Mailed or Faxed invoices will be subject to a paper invoice processing fee.

B. **LOAD TENDER:** All new load tenders will be sent to CARRIER (by agreed media) by the BROKER. The payment rate is stipulated in the RATE AGREEMENT Contract which is attached hereto and made a part hereof.

C. BROKER agrees to conduct all billing services to shippers. 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) or Rate Agreement incorporated herein by reference (Exhibit A, et seq.). 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) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

D. **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 reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

**E. PAYMENT:**

(i). 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 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 14 (business days) advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

(ii). Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees. Invoices are to be sent via email to BROKER, or a "paper invoice charge" will be accessed.

F. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$10,000 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.

G. 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.

H. **ADVANCES:** BROKER may provide CARRIER an advance on payment when the BROKER deems appropriate. BROKER will charge a reasonable initial fee (usually 5%) and interest if applicable. If after final payment for services, CARRIER owes BROKER any monies, the CARRIER is to pay back BROKER within 30 days. Failure to do so, will result BROKER turning debt to collections, interest will accumulate, and CARRIER will be liable for any court costs in collecting outstanding debt.

I. BROKER may void contract due to safety reasons if deemed. A 12% monthly interest fee will be applied to debts past 30 days.

J. **QUICK PAY:** BROKER will pay CARRIER to mutually agreed Quick Pay terms including fee for Quick Pay (as a % of total agreed rate).

K. **TRAILER LEASE:** BROKER may lease trailer to CARRIER under terms of Trailer Interchange agreement. The BROKER will not charge a lease fee while the CARRIER is using the trailer for the purpose of handling the BROKER's freight. CARRIER may use the trailer for loads CARRIER obtains from other brokers or CUSTOMER so long as BROKER is notified. A lease fee will be charged to CARRIER for use of BROKER trailer.

**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 issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 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 terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
- 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 sub par (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 14 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 14 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 sub par b) above, shall not exceed \$ 100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 1 day prior to shipment pick up.
- vii. CARRIER will be responsible for all cargo claims (including damages, shortages) unless notated on Bill of Lading prior to taking possession of the cargo. It is in the best interested of the CARRIER to watch and count freight as it is loaded and off loaded from trailer. Notify the BROKER immediately when there is any discrepancy to avoid possible claim charges.

**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: Public liability \$ 1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$ 1,000,000; cargo damage/loss, \$ 100,000; 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 CARRIER'S liability due to any exclusion or deductible in any insurance policy. The cargo insurance shall be in the form required by #49 C.F.R 1043 (b), and shall have no exclusions or restrictions that would not be accepted by the Interstate Commerce Commission for a filing under the statutory requirements of the above cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section.

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 from BROKER.

F. HOLD HARMLESS: CARRIER agrees to defend, indemnify, and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to the AGREEMENT. CARRIER further agrees to defend and hold harmless BROKER from any all liability, costs, and damages to persons and/or property arising out of CARRIER'S operations hereunder, including, but not limited to all road, fuel, and other taxes, fees, or permits, related to the shipments transported by CARRIER as arranged by the BROKER.

G. COMPLIANCE: CARRIER will be responsible for maintaining compliance with the Department of Transportation (DOT) and other governmental agencies. This includes (but not limited to) maintaining; legal logs, following hours of service laws, maintenance records (BIT, DOT, inspections records), maintenance repair records, drug testing, accident files and register, and roadside inspections.

H. PERMITS: CARRIER will have appropriate permits and licensing. BROKER will not provide any permits or license.

I. INDEPENDENTLY OPERATING COMPANIES: NONE of the CARRIER's drivers are ever to be under BROKER's direct dispatch, or supervision. NONE of the CARRIER's employees, agents, or sub contractors are to be considered employees, agents, or sub contractors, or assumed to be employees, agents, or sub contractors, of the BROKER. NONE of the CARRIER's trucks are "leased" to BROKER, nor working under BROKER's authority or dispatch, or assumed to be as such. The CARRIER is considered to be a fully, separate entity of the BROKER, free to dissolve relationship without notice. CARRIER is free to obtain business from any BROKER or CUSTOMER the CARRIER so chooses.

J. HOME TERMINAL: CARRIER is not to show 13875 Norton, Chino CA as home terminal.

#### 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 employer/employee relationship exists, or is intended. 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, freight forwarders, or customers direct.

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. 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 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 \_\_\_ Chino, CA \_\_\_ or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in (state) \_\_\_ CA \_\_\_. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of \_\_\_ CA \_\_\_ shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

**E. NO BACK SOLICITATION:**

(i.) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of \_\_\_ 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.

(ii.) In the event of breach of this provision, BROKER shall be entitled, for a period of \_\_\_ 12 \_\_\_ months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of \_\_\_ ten \_\_\_ percent ( \_\_\_ 10 \_\_\_ %) 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 and 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.

**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.

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/EMAIL CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers or email at the email addresses 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:** Except for Exhibit A and its amendments, and 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.

**The relationship of the CARRIER to the BROKER shall, at all times, be individual, self directed companies.**

**CARRIER or BROKER may void contact at any time for any reason. Each party is to fulfill all obligations (financial and otherwise) when contract is voided.**

This contract is effective immediately when signed.

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

Sunset Pacific Logistics (BROKER)

Name: \_\_\_\_\_ (CARRIER)

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Authorized Signature:

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

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

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Company Address:

Company Address:

\_\_\_\_ 13875 Norton Ave. \_\_\_\_\_

\_\_\_\_\_

City Chino State: CA Zip: 91710

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**\*We encourage carriers to email their invoice and PODs to [reception@sunsetpacific.com](mailto:reception@sunsetpacific.com) .**

**Cargo Insurance Addendum**

Effective February 16, 2009 all carriers who are tendered loads from Sunset Pacific Transportation must have \$250,000 in cargo insurance. In recent months, the value of the freight from our customers has increased, and it has become necessary that carriers have \$250,000 in cargo insurance in case of theft or catastrophic accident.

If any of our carriers do not have the required cargo insurance, our insurance carrier has agreed to sell carriers a gap cargo insurance coverage to cover the difference between our requirement of \$250,000 coverage and the carrier's current coverage (minimum \$100,000). This coverage works out to be more than \$10.00 per load. The carrier's insurance would still be responsible for the stated cargo insurance on the carrier's insurance certificate (minimum \$100,000) and our gap coverage would be responsible for any cargo claim in excess of the carrier's cargo insurance.

If any of our carriers have less than \$250,000 in cargo insurance coverage, the carrier will be charged \$10.00 per load to pay for the gap cargo insurance coverage for the load.

Please sign your acknowledgement below and fax back to 909-464-1680 with your signed contract.

Thank you,

X \_\_\_\_\_

Date: \_\_\_\_\_

Name \_\_\_\_\_

Carrier: \_\_\_\_\_



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
March 04, 2005

**LICENSE**  
**MC-514833-B**  
**SUNSET PACIFIC LOGISTICS, INC**  
**CHINO, CA**

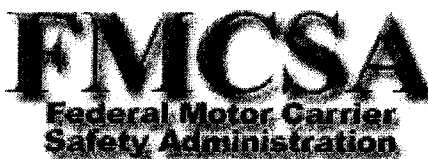
This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read 'Angeli Sebastian'.

Angeli Sebastian, Chief  
Information Systems Division

BPO



Menu Choose Menu Option



**Motor Carrier Details**

<b>US DOT:</b>	N/A	<b>Docket Number:</b>	MC514833	
<b>Legal Name:</b>	SUNSET PACIFIC LOGISTICS, INC.			
<b>Doing-Business-As Name:</b>				
<b>Business Address</b>	<b>Business Telephone and Fax</b>	<b>Mail Address</b>	<b>Mail Telephone and Fax</b>	<b>Undeliverable Mail</b>
13875 NORTON AVE. CHINO CA 91710	(909) 464-1677	P.O. BOX 865 CHINO CA 91708-0865		NO
<b>Authority Type</b>	<b>Authority Status</b>		<b>Application Pending</b>	
Common	NONE		NO	
Contract	NONE		NO	
Broker	ACTIVE		NO	
<b>Property</b>	<b>Passenger</b>	<b>Household Goods</b>	<b>Private</b>	<b>Enterprise</b>
YES	NO	NO	NO	NO
<b>Insurance Type</b>	<b>Insurance Required</b>		<b>Insurance on File</b>	
BIPD	\$0		\$0	
Cargo	NO		NO	
Bond	YES		YES	

**BOC-3:** YES

**Blanket Company:** ALL AMERICAN AGENTS OF PROCESS

[Web Site Content and BOC-3 Information Clarification](#)

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Friday , December 26, 2008 at 14:14:39

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United States Department of Transportation - Federal Motor Carrier Safety Administration

Credit Score

99

Days to Pay™

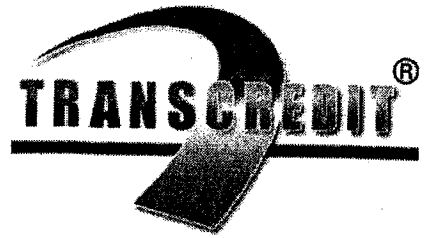
33

Requester Company Name :

N/A

Requester Name:

N/A



Business Profile:

Registered Name: **Sunset Pacific Logistics Inc**

DBA:

Address:

13875 Norton Avenue  
Chino CA  
91710 USA

Mailing Address:

P O Box 865  
Chino CA  
91708

Phone:

(909) 464-1677

Fax:

(909) 517-1149

Toll Free:

(800) 280-1677

Website:

www.sunsetpacific.com

This location is:

Headquarters

Other Offices:

No

E-mail:

maria@sunsetpacific.com

Payment Instructions:

Original & 1 Copy of Invoice, Signed Copy of B/L

Credit Score History

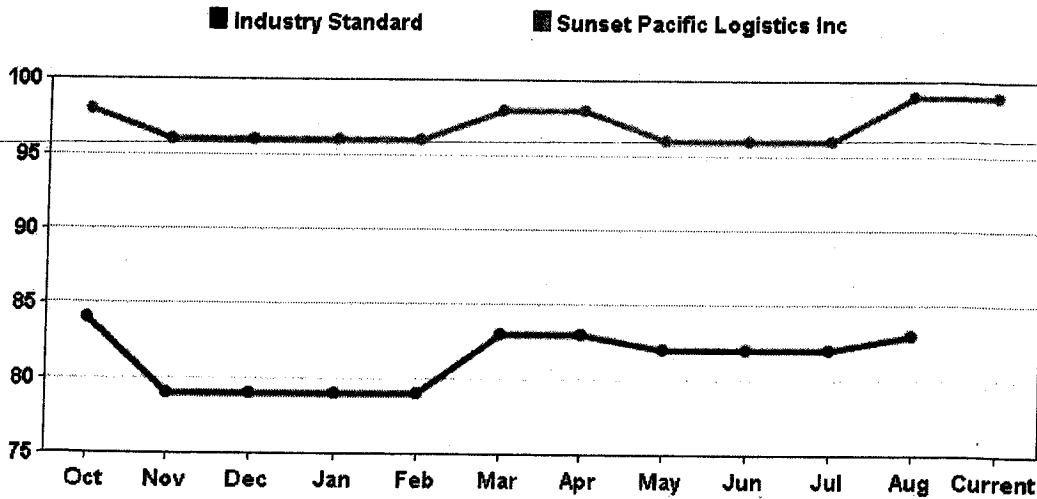
Transportation Credit Score™ **99**

Report Date: 09/13/2010

References Updated: 07/22/2010

Applicant Updated: 06/23/2010

The following graph contains the CREDIT SCORE for the last 12 months. This credit score is compared to the industry standard.



Transportation Credit Score™ Risk Factor:

85-Above = Lowest

70-84 = Moderate

55-69 = High

1-54 = Extreme

0 = Too new to rate

The Transportation Credit Score™ is based on over 21 years of analysis of the "shippers" ability to pay. Some of the factors used in compiling the Credit Score include: Payment Trends, Time In Business, Financial Strength and Collection Activity. This Credit Score is used in posting loads by most major load-boards in the USA & Canada and is used extensively for invoice approval by Frieght Bill Factoring firms.

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**RTS CREDIT SERVICE**

RTS Credit Sales (800) 506-7438

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Welcome, Joshua  
 Unlimited Member  
 Current Date: 3/4/2011  
 Expiration Date: 11/14/2011

Live Support  
 >>>> ONLINE  
 CLICK HERE TO TALK!

RTS AFFILIATE  
 RYAN TRANSPORTATION

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- [BULLETIN BOARD](#)
- [CREDIT WATCH/FAVORITES](#)
- [HELPFUL LINKS](#)
- [RENEW MY ACCOUNT](#)
- [CHANGE ID / PASSWORD](#)
- [CHANGE CONTACT INFO.](#)
- [NEWSLETTER](#)

**BROKER INFORMATION**

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**ALERT HISTORY**

**A** **SUNSET PACIFIC LOGISTICS, INC.** MC # 514833  
 (SUNSET PACIFIC TRANSPORTATION LOGISTICS)  
 P.O. BOX 865 CHINO, CA 91708 United States of America

**Authority Granted:** 3/4/2005  
**Phone:** 909-464-1677 909-464-1677 **Fax:** 909-517-1149  
**Projected Net Worth:** High net worth

**Authority Broker Type:** **First Activity:** 7/1/1996 **Last Activity:** 2/25/2011  
**# of Carriers Reporting:** 56 **High Credit Extended:** \$17,879.00

**Rating:** **A** **All History** **90 Days** **60 Days**  
**Avg Days To Pay** 41 Days 28 Days 28 Days  
**Trade Experiences** 317 Experiences 22 Experiences 15 Experiences

[Click Here to Rate This Company](#)

[Click Here to See How Others Rate this Company](#)

**DOT Information**

	Broker	Contract	Common	Bond / Trust
<b>Authority</b>	Active	None	None	<b>Required: Yes</b>
<b>Pending</b>	No	No	No	<b>On-File: Yes</b>
<b>Revoked (or pending)</b>	No	No	No	

**Legal Name:** SUNSET PACIFIC LOGISTICS, INC.

**Surety Bond / Trust Information**

**Company:** PACIFIC FINANCIAL ASSOCIATION, INC.

**Contact:** J. PENNY LARSON, PRESIDENT **Phone:** 800-595-2615

**Policy No.:** NONE

**Effective Date:** 12/13/2010

To obtain the most current FHWA bond, insurance and authority data available on this broker:

[Click Here](#)

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**CREDIT RATINGS**

- A** Excellent
- B** Good
- C** Moderate
- D** Marginal
- F** Poor
- N** No RTS Credit Established

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## REPORT A BROKER!

Sign Up for Credit Monitor

**SUNSET PACIFIC LOGISTICS INC/SUNSET PACIFIC TRANSP**

Location: CHINO, CA  
 Phone Number: (909) 464-1677  
 Fax: (909) 464-1880  
 Toll-Free: (800) 280-1677

Average Days to Pay

**30**

[View Trend Chart](#)

Experience Factor

**A**

[Show Legend](#)

Get the CreditStop Shipper report for Broker MC Number 514833

The experience factor is based on several items including: Payment Trend, Time in Business, Financial Strength, and Collection Activity. The following are the ratings used:

A	Low/Minimal Risk (Highest Rating Possible)
B	Modest Risk
C	Increased Risk
D	High Risk
E	Out of Business (No active bond and/or broker authority)
F	WARNING / AVOID (Lowest rating possible)
I	A carrier is brokering "Excess Contracted Freight" or other loads that fall under an exemption where a broker bond and authority is not required.
R	Indicates a broker that has been in business for less than 1 year and/or without sufficient information to base a rating.
?	Indicates a broker that refuses to provide credit information
.	Indicates credit rating is "Questionable" due to brokers refusal to provide credit info
info	Next to the days-to-pay rating indicates there are one or more "Active" no-pay complaints. Indicates information has been received and is being processed to establish a credit rating.

Fund Information - Policy #NONE

Insurance Co: PACIFIC FINANCIAL ASSOCIATION, INC. Phone Number: (800) 595-2615  
 Address: SAN DIEGO, CA  
 Contact: J. PENNY LARSON, PRESIDENT Insurance Date: 12/13/2010

Cargo Information - Policy #QT-660-6686M698-TIL-10

Insurance Co: TRAVELERS PROPERTY CASUALTY CO. OF AMERICA Phone Number:  
 Address: HARTFORD, CT  
 Contact: PLEASE CONTACT YOUR LOCAL AGENT Insurance Date: 01/13/2010

## Carrier Trucking References

1. **Company Name:** APEX Capital  
**Contact:** Melissa Bridges  
**Phone Number:** (800)511-6022 x 290  
**Fax Number:** (817) 665-2290
2. **Company Name:** RTS Credit Services  
**Contact:** Dania Palmer  
**Phone Number:** (888) 792-7926 x 6603  
**Fax Number:** ((913)492-1998
3. **Company Name:** AV Logistics  
**Contact:** Greg or Ray  
**Phone Number:** (814) 598-7565  
**Fax Number:** (814) 368-4554  
MC 458545
4. **Company Name:** Greenlight Trans  
**Contact:** Nancy  
**Phone Number:** (951) 247-4404  
**Fax Number:** (951) 247-3549  
MC 578531
5. **Company Name:** RAA  
**Contact:** Ricardo Contreras  
**Phone Number:** (909) 261-5482  
**Fax Number:** (909) 815-2685  
MC 512799
6. **Company Name:** Cargo Transporters  
**Contact:** Nancy Yang  
**Phone Number:** (828) 459-3216  
**Fax Number:** (828) 615-2316  
MC 161652
7. **Company Name:** A&M Logistics  
**Contact:** Andrew  
**Phone Number:** (951) 361-2900  
**Fax Number:** (951) 361-2929  
MC 497808
8. **Company Name:** All Truck Services  
**Contact:** Jeff  
**Phone Number:** (909)355-5593  
**Fax Number:** (909)357-1148  
MC 687376
9. **Company Name:** Jaqueline  
**Contact:** Tulio  
**Phone Number:** (213)440-2525  
**Fax Number:** (323)939-0922  
MC 544668
10. **Company Name:** Trevizo's  
**Contact:** Joaquin  
**Phone Number:** (626) 710-7732  
**Fax Number:** (626)968-5475  
MC 493444
11. **Company Name:** TQL  
**Contact:** David  
**Phone Number:** (800)580-3101 x 1677  
**Fax Number:** (513)947-3758  
MC 322572
12. **Company Name:** Boss  
**Contact:** Jabar  
**Phone Number:** (323)691-3463  
**Fax Number:** (323)397-4573  
MC 493833
13. **Company Name:** JR Macias  
**Contact:** Javier  
**Phone Number:** (909)827-9003  
**Fax Number:** (909)574-7002  
MC 397735
14. **Company Name:** 27 Cents  
**Contact:** Mark Cotton  
**Phone Number:** (217)553-5322  
**Email:** [bigdog27cents@yahoo.com](mailto:bigdog27cents@yahoo.com)  
MC 687509

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Sunset Pacific Transportation, Inc dba</b>	
	Business name, if different from above <b>Sunset Pacific Transportation</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>PO Box 865</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Chino, CA 91708-0865</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number
33 : 0372309

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Maria J. Coronado</i>	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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## Business Credit Advantage<sup>SM</sup> Report

as of: 07/20/11 16:28 ET

### Sunset Pacific Corp

<b>Address:</b>	13740 Ramona Ave Chino, CA 91710-5423 United States	<b>Key Personnel:</b>	CEO: Charles L King
<b>Phone:</b>	909-464-1577	<b>SIC Code:</b>	4212-Trucking Without Storage, Local
<b>Experian BIN:</b>	798741997	<b>NAICS Code(s):</b>	48423013-Other Specialized Trucking Long-Distance
<b>Agent:</b>	A Taylor Little	<b>Business Type:</b>	Corporation
<b>Agent Address:</b>	13875 Norton Ave Chino, CA	<b>Experian File Established:</b>	April 1990
<b>Family Linkage:</b>		<b>Experian Years on File:</b>	21 Years
Ultimate Parent	Sunset Pacific Corp 13740 Ramona Ave Chino, CA	<b>Years in Business:</b>	More than 21 Years
Branches / Alternative Locations	Sunset Pacific Corp 13875 Norton Ave Chino, CA	<b>Total Employees:</b>	80
		<b>Sales:</b>	\$20,000,000
		<b>Filing Data Provided by:</b>	California
		<b>Date of Incorporation:</b>	02/07/2005

<b>Current Days Beyond Terms (DBT):</b>	<b>0</b>
<b>Predicted DBT for 09/14/2011:</b>	<b>1</b>
<b>Average Industry DBT:</b>	<b>9</b>
<b>Payment Trend Indicator:</b>	Improving toward term requirements.
<b>Lowest 6 Month Balance:</b>	\$23,900
<b>Highest 6 Month Balance:</b>	\$61,800
<b>Current Total Account Balance:</b>	\$33,500
<b>Highest Credit Amount</b>	\$91,100

<b>Payment Tradelines (see <a href="#">charts, detail</a>):</b>	41
<b>Business Inquiries (see <a href="#">summary</a>):</b>	4
<b>UCC Filings (see <a href="#">detail</a>):</b>	6
Filings Amended and Assigned:	1
<b>Cautionary UCC Filings:</b>	2
<hr/>	
✓ <b>Businesses Scoring Worse:</b>	<b>92%</b>
✓ <b>Bankruptcies:</b>	0
✓ <b>Liens:</b>	0
✓ <b>Judgments Filed:</b>	0

Extended:

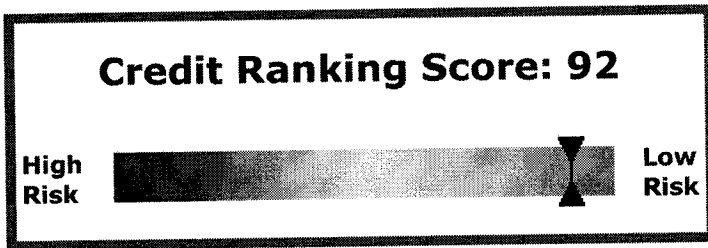
✓ Collections:

0

Median Credit Amount Extended: \$2,800

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**Credit Summary**



The objective of the Credit Ranking Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

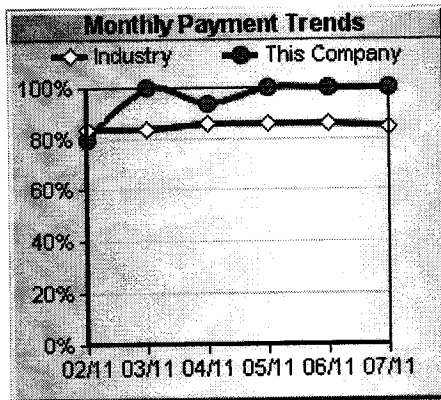
**Key Score Factors:**

- Number of commercial inquiries in last 6 months.
- Average balance of recently delinquent commercial accounts.
- Past presence of commercial account delinquency.
- Risk associated with business' industry.

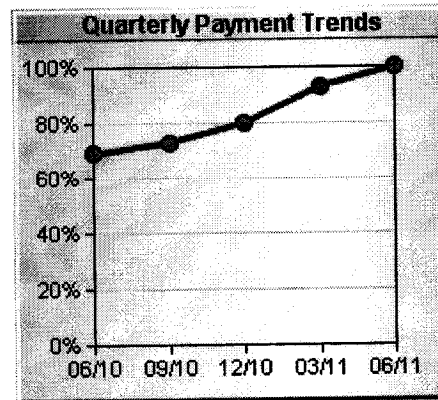
**Recommended Action:** Low Risk

**Payment Summary**

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\*Percentage of on-time payments by month.



\*Percentage of on-time payments by quarter.

**Monthly Payment Trends - Recent Activity**

Date	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
02/11	\$26,300	80%	20%	0%	0%	0%
03/11	\$40,300	100%	0%	0%	0%	0%
04/11	\$61,800	94%	6%	0%	0%	0%

**Quarterly Payment Trends - Recent Activity**

Date	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
06/10	\$30,400	69%	21%	10%	0%	0%
09/10	\$38,800	73%	25%	2%	0%	0%
12/10	\$45,500	80%	20%	0%	0%	0%