

**Fonier Logistics**

# **CUSTOMER PACKET**

MC: 1034669  
USDOT: 3275285

4239 Lunar Way,  
Union City, CA, 94587

+1 510-900-3600  
[info@fonierlogistics.com](mailto:info@fonierlogistics.com)  
[www.fonierlogistics.com](http://www.fonierlogistics.com)



## **Welcome to Fonier Logistics!**

Welcome to Fonier Logistics - your trusted partner in transportation and logistics. We are delighted to embark on this journey with you and look forward to delivering seamless, reliable, and efficient shipping solutions tailored to your unique needs.

We are a family owned business, which means we believe in the power of personalized service. Your dedicated team at fonier logistics is here to support you - from understanding your specific shipping requirements to providing proactive communication and swift issue resolution.

Our goal is to handle all the logistics, so you can keep the heart of your business beating strong and worry free.

We aren't just brokers, we're your committed partners in shipping success.

### **Please complete and return:**

- Customer Profile
- Broker-Customer Agreement

### **What's included in the packet:**

- Our Operating Authority
- Our Certificate of Insurance
- Our Certificate of Bond
- Our W-9

### **Accounting Contacts**

Kiron Bala  
Fonier Freight Brokerage, Inc.  
[accounts@fonierlogistics.com](mailto:accounts@fonierlogistics.com)  
510-228-8494 (direct)

Keith Lee  
Fonier Freight Brokerage, Inc.  
[keith@fonierlogistics.com](mailto:keith@fonierlogistics.com)  
510-900-3600

# CUSTOMER PROFILE

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DATE:

**COMPANY NAME:**

ADDRESS:

PHONE:

WEBSITE:

**CONTACT NAME:**

POSITION:

EMAIL:

ADDRESS *if different*:

PHONE *if different*:

*If different*  
**A/P CONTACT:**

EMAIL:

PHONE:

# Fonier Freight Brokerage, Inc.

## STANDARD SHIPPER-BROKER AGREEMENT

This contract made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_, a corporation, hereinafter called "SHIPPER", and **Fonier Freight Brokerage, Inc.**, located at **4239 Lunar Way, Union City, California, 94587**, a domestic corporation, hereinafter called "FREIGHT BROKER".

Whereas, Freight Broker is engaged in the business of placing loads, tendered to it by shipper, for transportation with carriers by motor vehicle, regulated by the Federal Motor Carrier Safety Administration, under contract with such carriers; and whereas, Freight Broker represents that it is duly authorized to perform such services for compensation under a license issued to it by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC-1034669; and that it holds an effective Surety Bond or Trust Fund Agreement under 49 U.S.C. 10927(b) and 49 C.F.R. 1045; and that it shall employ only the services of motor carriers duly authorized by the Interstate Commerce Commission and insured in accordance with the laws and regulations of the appropriate federal and/or state regulatory agencies including but not limited to the Federal Motor Carrier Safety Administration and the United States Department of Transportation.

Whereas, Freight Broker desires to provide its transportation services on behalf of the Shipper for the interstate, intrastate and foreign transportation of commodities as more specifically described hereinafter; and

Whereas, Shipper desires to avail itself of such service.

Now, therefore, in consideration of the mutual agreements herein contained, and the compensation that the Freight Broker will receive from the monies that are paid for the transportation, the parties agree as follows:

1. Shipper agrees to tender certain loads, from time to time, to Freight Broker. The charges as to each shipment shall be agreed to, either orally or in writing, by the parties, prior to the movement of the shipment.
2. Freight Broker agrees to make every reasonable effort to place such loads with contract carriers for the purpose of transporting the loads with reasonable dispatch under the direction of the Shipper.
3. Freight Broker agrees to provide Shipper with adequate proof of acceptance and delivery of such loads in the form of a freight bill, and Shipper understands that the Freight Broker will be compensated by the carrier for the moves on which the Shipper pays the Freight Broker the transportation charges.
4. Except as may otherwise appear herein (including appendices), the rights and obligations existing between the parties hereto shall be those defined in the Interstate Commerce Act as to the conduct of Freight Brokerage in interstate and foreign commerce.
5. The terms of this Agreement shall commence on the above stated date and shall continue in effect until terminated by either party upon not less than fifteen (15) days written notice, either hand delivered or mailed to the address shown above.
6. The parties agree that in the event Shipper determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by Freight Broker, the Freight Broker will act as administrator for the claim and insure that all claims are filed and processed in accordance with 49 C.F.R. 1005. All matters pertaining to rates and charges should be solely between Shipper and Freight Broker.
7. Freight Broker represents that the carriers that it uses will hold effective cargo insurance for all loads placed for transportation with them, and that the benefits of such insurance shall insure to the Shipper.
8. Freight Broker agrees that it shall treat all sensitive business information as confidential and shall not release same without the written consent of the Shipper.
9. It is understood between the parties that Freight Broker shall remain an independent contractor under this contract and that its agents and/or employees are under its exclusive management and control and that Shipper neither exercises nor retains any control or supervision of or over Freight Broker, or its operations, agents or employees in any manner whatsoever.
10. It is understood between the parties that each shall conduct its operations and activities in accordance with all Federal, State and Municipal laws, regulations, rules and ordinance affecting or regulating the transportation of the commodities involved.
11. Freight Broker agrees that in each of the contracts it has with contract carriers that the following clause shall be included:

"Carrier authorizes Freight Broker to invoice Shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to Freight Broker shall relieve Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges."

12. Freight Broker agrees to indemnify Shipper and hold it harmless from any claims which arise from the use of carriers not meeting the above stated requirements.

13. This instrument constitutes the entire agreement of the parties with reference to the subject matter hereof, and may not be changed, waived, or modified except in writing signed by both parties. This contract shall be construed in accordance with the laws of the State of California.

14. If any dispute arises about any matter covered by the terms of this Motor Contract Carrier Agreement, the dispute must be submitted, by the party who alleges a violation filing a complaint with the Federal Motor Carrier Safety Administration. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Commission, and the terms of this contract that the complainant believes have been violated.

Such a complaint shall be submitted in accordance with all the provisions of 49 C.F.R. 1111.

No court action can be taken by either party prior to the decision of the Commission, and the decision of the Commission shall be a binding, final and non-appeal able decision. If for any reason the Commission refuses to accept the complaint, or refuses to make a ruling on the subject matter of the complaint, then the parties' recourse shall be to the judicial system, either state or federal.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

(BROKER)

(SHIPPER)

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email



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

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

**SERVICE DATE**

May 13, 2019

**LICENSE**

**MC-1034669-B**

U.S. DOT No. 3275285  
FONIER FREIGHT BROKERAGE INC  
UNION CITY, 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.

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 01/12/2024	
<b>PRODUCER</b> AMERICAN CONTINENTAL INSURANCE SERVICES 5532 W. GRANT LINE ROAD TRACY, CA 95304 PH: (925)336-3300; FX: (888)371-6061 E-MAIL - info@american-continental.com		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> FONIER FREIGHT BROKERAGE, INC 4239 LUNAR WAY UNION CITY, CA 94587			
		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: CENTURY SURETY INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCP-1204854	01/09/2024	01/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ INCLUDED
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
OPERATION: FREIGHT BROKER.

CERTIFICATE HOLDER

***FOR INSURED'S REFERENCE ***  DOT 3275285 MC 1034669	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Raman Kailey</i>



## Active/Pending Insurance

US DOT:		3275285		Docket Number:		MC01034669		
Legal Name:		FONIER FREIGHT BROKERAGE INC						
Form	Type	Insurance Carrier	Policy/Surety	Posted Date	Coverage From	Coverage To	Effective Date	Cancellation Date
84	SURETY	<a href="#">GREAT AMERICAN ALLIANCE COMPANY</a>	E379924	05/18/2023	\$0	\$75,000*	04/26/2023	

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

[Carrier Details](#)

[Rejected Insurance](#)

[Insurance History](#)

[Authority History](#)

[Pending Application](#)

[Revocation](#)

January 8, 2024



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Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5660 - TTY: 1-800-877-8339 - Field Office Contacts