

Broker (SEL)/Carrier Agreement

This agreement made and entered into this 21st day of Oct, 2014 by and between
Second Best Transport, MC 866178 hereinafter known as "Carrier",
And **SEL Brokerage, LLC, (MC-718528)** hereinafter known as "Broker"

WITNESSETH:

Whereas, Carrier is engaged in the business of transporting property by motor vehicle as a contract and common carrier and desires to furnish to Broker, motor carrier transportation and related services designed to meet the distinct needs of Broker, as hereinafter more fully described, and Whereas, Broker desires to obtain such services from Carrier

Now, Therefore, in consideration of the premises and the mutual agreements herein contained, the parties hereto hereby agree as follows:

1. Broker shall offer for shipment and Carrier shall transport by motor vehicle, a series of shipments during the term of this agreement
2. Carrier shall procure and maintain in full force and effect public liability insurance with minimum limits of at least \$750,000 and, in addition shall procure and maintain cargo insurance with minimum limits of at least \$100,000 for loss or damage to property transported by Carrier under this agreement. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2 (b), or successor provisions, and shall have no exclusions or restrictions which would not be accepted by the applicable governmental agencies for filings under the statutory requirements of the above cited section, or successor provisions. In order to insure the ability of Carrier to maintain the insurance coverage detailed above, Carrier shall have an endorsement included in each policy providing for written notice of cancellation to be forwarded directly to Broker at least thirty days prior to cancellation or non renewal and, in addition, Carrier shall deliver to Broker a Certificate of Insurance issued by its insurance carrier for each policy.
3. Carrier shall not subcontract the transportation of property to be moved under this agreement to any other party without the prior written consent of Broker and Carrier shall indemnify, release and hold harmless Broker, its agents and employees, from any and all claims, damages, losses or expenses including attorney fees arising out of or caused by the use, operation or maintenance of the equipment by Carrier, its drivers, helpers or laborers in the performing its

obligations under this agreement and at the request of Broker, Carrier shall assume responsibility for defending Broker from any actions or suits Threatened or filed against Broker before any court or agency in connection therewith.

4. Rates and charges for traffic moving under this Agreement shall be as agreed to between the parties in writing and shall be contained in rate confirmation, rate schedule or memorandum of rates and charges prepared and issued by Broker and acknowledged by Carrier. Revisions of such rate confirmation, rate schedule or memorandum or rates also shall be in writing and acknowledged by Carrier. Such rate confirmation, rate schedule or memorandum rates also shall contain the conditions of, and charges for any additional or accessorial services which may be required or performed
5. Carrier shall sign and issue a standard bill of lading or receipt acceptable to Broker and its customers upon acceptance of the goods and Carrier assumes the liability of a common carrier from the time of receipt of said goods by Carrier until proper delivery is made. The standard bill of lading or receipt shall be prima facie evidence receipt of such goods in good order and condition unless otherwise noted on the face of such document. All such documents shall show the actual consignor and consignee and the name of the Broker shall not be shown on any document in any capacity other than the "Bill To" section when applicable or in the "Special instructions" section as "Arranged by Broker"
6. Broker shall pay Carrier for the transportation services rendered under the terms of this Agreement within 30 days of the receipt by Broker of the invoice, Bill of lading, original signed proof of delivery and handling and pallet receipts if required. Copies of authority, current insurance certificates, signed load/rate confirmation and signed broker carrier contract must also be returned for invoice to be processed and paid
7. Broker will bill the shipper directly on behalf of the Carrier and payment thereof shall release the shipper from any liability to Carrier for non-payment
8. Carrier understands and agrees that Broker has put forth substantial effort and investment in order to develop its accounts and Carrier shall at NO time during the term of this agreement and for a period of one year after the effective date of termination of this Agreement, either directly or indirectly attempt to solicit, divert, by-pass, back-solicit, or perform any services for compensation for any account of Broker which Broker has secured and has previously tendered to Carrier for transportation, unless Broker has given prior written authorization. In the event that Carrier violates the terms of this section, Carrier shall be liable to Broker for the normal and customary commission which Broker would have received for each individual movement and Carrier shall deliver said amount to Broker within thirty days after the billing of the shipper.
9. Neither party shall be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by a labor strike, acts of God, war, accidents, civil disorder, or through compliance with legally constituted orders of civil or military authorities.

10. All claims for loss or damage and any salvage arising thereof, shall be handled and processed in accordance with the regulations contained in 49 C.F.R. 1005 or successor provisions.
11. It is the intent of the parties that Carrier is and shall be an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship.
12. This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin.
13. This agreement shall be in effect for a period of one year from the date of execution and shall continue thereafter from year to year, subject to the right of either party to cancel or terminate the Agreement at any time by providing thirty Days written notice to the other by certified mail. In the event that either party breaches any term or condition of this agreement, the agreement may be immediately terminated by providing written notice to the offending party
14. This agreement sets forth all of the promise, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This agreement may not be amended except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands below:

Second Best Transport

SEL Brokerage, LLC

Carrier

Broker

By: T Rochester

By: Hunter Pedraza

Title: Authorized Agent

Title: operations Manager

Address: 19621 70th Avenue,

Chippewa Falls, WI 54729, USA

Address: **9218 Wyndham Hills Court**

Franklin, WI 53132

Phone: (715) 803-6395

Phone: **414-423-5684/866-442-3454**

Fax: (715) 803-6395

Fax: **414-755-0660**

Form

W-9(Rev. December 2011)
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.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

JTL Carriers LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C☐ Exempt payee☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

9218 Wyndham Hills Ct

City, state, and ZIP code

Franklin, WI 53132

Requester's name and address (optional)

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 the "Name" line 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

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Employer identification number

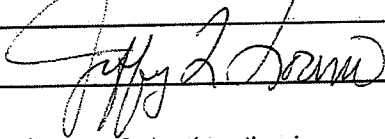
3	9	-	1	8	5	9	2	1	9
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

**Sign
Here**Signature of
U.S. person ▶


Date ▶

1.1.13

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.



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

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

SERVICE DATE
August 02, 2010

LICENSE
MC-718528-B
SEL BROKERAGE LLC
FRANKLIN, WI

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 "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



Menu Choose Menu Option



Log Off

Active/Pending Insurance

US DOT:		2051349		Docket Number:		MC718528		
Legal Name:		SEL BROKERAGE LLC						
Form	Type	Insurance Carrier	Policy/Surety	Posted Date	Coverage From	Coverage To	Effective Date	Cancellation Date
91X	BIPD/Primary	CONTINENTAL WESTERN INSURANCE CO.	MCP2725021C	07/01/2010	\$0	\$750,000	07/01/2010	
34	CARGO	CONTINENTAL WESTERN INSURANCE CO.	IMC2727370C	07/01/2010	\$0	\$5,000*	07/01/2010	
85	TRUST FUND	TDF COMMERCIAL FINANCIAL SERVICES, INC	718528	07/27/2010	\$0	\$10,000*	07/27/2010	

* 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 and \$10,000 for bond/trust fund). The carrier may actually have higher levels of coverage.

[Carrier Details](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Tuesday, July 27, 2010 at 12:52:09

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United States Department of Transportation - Federal Motor Carrier Safety Administration

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT**

USER ID: TDFFIN
TRANSMISSION NUMBER: WEB68096
TRANSMITTED ON: 07/27/2010 12:51:28
COMPANY NAME: TDF COMMERICAL FINANCIAL SERVICES, INC
SUMMITTED BY: TDF COMMERICAL FINANCIAL SERVICES, INC (26050-00)

Docket	Form/Type	Policy Number	Effective Date	Action
MC-718528	BMC-85/TRUST FUND	718528	07/27/2010	ACCEPTED

Values in FMCSA Licensing & Insurance Database:

Legal Name: SEL BROKERAGE LLC
Address: 9218 WYNDHAM HILLS COURT
FRANKLIN WI US 53132

91X Coverage(Type/Max/Underlying):

Total: 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2013

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).

PRODUCER Transtar Insurance Brokers, Inc. 5450 E. High Street, Suite 230 Phoenix AZ 85054		CONTACT NAME: Sue Bird PHONE (A/C No. Ext): 877-965-2229 FAX (A/C No.): 602-325-0556 E-MAIL ADDRESS: serviceteam@transtarinsurance.com		
INSURED JTL Carrers LLC 9218 Wyndham Hills Court Franklin WI 53132		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Protective Insurance Company		12416
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1042332544

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MF000069	1/25/2013	1/25/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$excluded
								\$
A	AUTOMOBILE LIABILITY			MF000069	1/25/2013	1/25/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Motor Truck Cargo			MF000069	1/25/2013	1/25/2014	Limit	\$100,000
							Ded	\$2,500

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

CERTIFICATE HOLDER**CANCELLATION**

Insurance Verification

.....
.....

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

AUTHORIZED REPRESENTATIVE

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SEL BROKERAGE, LLC.
9218 WYNDHAM HILLS COURT
FRANKLIN, WI 53132
P: 414 423 5684 F: 414 755 0660
MC#718528

REFERENCES

KEVIN WOLF
B&T MAIL SERVICE NEW BERLIN, WI
800 878 6010

PATTIE SYLVIE
UNITED TRUCKING STURTEVANT, WI
262 878 5055

WENDY CURTIS
VALLEY EXPRESS OSHKOSH, WI
920 230 6030