



## WELCOME TO AMAC LOGISTICS

Thank you for your interest in Amac Logistics. We look forward to building a working business relationship with you to supplement your shipper base and provide competitively priced moves in your lanes of focus. Copies of our Broker's License, Surety Bond and Broker/Carrier Agreement are to follow.

To participate in the Amac Logistics Brokerage Program, please complete the following steps.

1. Please fill out the accompanying documents and return to the following fax number  
**(480) 279-3202 or scan/email to [phxops@amaclogistics.com](mailto:phxops@amaclogistics.com)**
2. Have your insurance carrier fax a copy of your insurance certificates for liability and cargo. The certificate must show Amac Logistics as a Certificate Holder and we must have 30 days notice of changes or cancellation. An Original Copy of Insurance must be sent before settlement will be made.
3. Fax a copy of your W-9 form.
4. The Rate Confirmation will follow after the above is received and reviewed. Please sign and fax back the rate confirmation.

## TIPS FOR PROMPT PAYMENT

**Fax the signed Delivery Receipts within 24 hours of delivery to – 1-866-519-6010**

1. Be sure your insurance company has sent us Original Insurance Certificates.
2. Be sure your invoice references our 6 digit Load # (on rate confirmation).
3. Be sure that a clear Delivery Receipt is attached to your invoice.
4. Be sure that your invoice amount matches the amount shown for total compensation on the Rate Confirmation Form.
5. Send your invoice with the required Proof of Delivery to:

Amac Logistics  
5865 S. Sossaman Rd. Suite 131  
Mesa, AZ 85212



To: Our Valued Carriers  
From: Amac Logistics – Phoenix Office  
Subject: Paperwork Handling – IMPORTANT

Amac Logistics  
5865 S. Sossaman Rd.  
Suite 131  
Mesa, AZ 85212

Please fill out the accompanying documents and return to the following Fax Number

480-279-3202

or

Scan/Email to [phxops@amaclogistics.com](mailto:phxops@amaclogistics.com)

***Upon delivery – fax the signed Delivery Receipts within 24 hours to:***

***1-866-519-6010***

Invoices, with signed delivery receipts, must be sent to the following address

**Amac Logistics  
5865 S. Sossaman Rd. Suite 131  
Mesa, AZ 85212  
Attn: Accounts Payable**

Thank you – Amac Logistics - Phoenix



**CREDIT INFORMATION**

**TYPE OF BUSINESS:**

3<sup>rd</sup> Party Logistics/Freight Management

**Corporate Office**

5865 S Sossaman Rd Ste 131  
Mesa, AZ 85212

**OPERATING SINCE:**

October, 2005

**Atlanta Office**

22 West Court Square C-4  
Newnan, GA 30263

**OFFICERS:**

Doug Hazen  
Bob Bettencourt

**Dallas/Fort Worth Office**

1606 109<sup>th</sup> St. Suite B  
Grand Prairie, TX 75050

**BANK INFORMATION:**

Bank of America, Arizona  
5114 S. Power Rd.  
Mesa, AZ 85515  
480-279-0628 / Contact – Management

**Memphis Office**

3540 Summer Ave. Suite 315  
Memphis, TN 38122

**TAX INFORMATION:**

Federal Employer # 20-3729468

**GENERAL INFORMATION:**

Invoices Paid 30 Days from Date of Receipt

**ACCOUNTS PAYABLE CONTACT:**

Kathy Hazen, (480) 279-3200 – Fax (480) 279-3202

**REFERENCES:**

**Focus Logistics Inc.**

1311 Howard Dr.  
West Chicago, IL 60185  
Ph: 630-231-8200  
Contact: Jim Muckerheide

**Complete Distribution/Apex Capital**

P.O. Box 961029  
Fort Worth, TX 76161  
Ph: 800-511-6022 x 209  
Contact: Pat Stewart

**Landstar Ranger**

P.O. Box 8500-54293  
Philadelphia, PA 19178-4293  
Ph: 800-872-9400  
Contact: Tina Chance

**Fast Track Logistics**

73 Main Street  
Woodbridge, NJ  
Ph: 866-325-6447  
Contact: Steve Turso

5865 S. Sossaman Rd., Suite 131 Mesa AZ 85212



**BROKER - CONTRACT CARRIER AGREEMENT**

This is an agreement between [NAME] AMAC Logistics LLC ("BROKER"), MC-544434 and  
\_\_\_\_\_  
("CARRIER") MC-

with offices at \_\_\_\_\_, In  
consideration of the mutual promises herein contained, and with intent to be legally bound hereby, it is agreed that:

1. This Agreement shall be governed by Title 49 of the United States Code, the Code of Federal Regulations and the federal common law of interstate transportation of goods. The transportation provided is deemed contract carriage regardless of carrier's actual authority. CARRIER's tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein.
2. The term of this agreement shall be one month from date of signing and shall continue month to month unless either party gives notice of termination to the other. Termination will take place thirty (30) days after receipt of such notice.
3. CARRIER shall issue a Bill of Lading for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The terms and conditions of the Bill of Lading shall be those set forth at 49 C.F.R. §1035 (2)(b) regardless of the actual terminology used. Failure to issue a bill of lading does not affect the liability of CARRIER.
4. CARRIER'S liability is for the actual loss or injury to the property as set forth in 49 U.S.C. §14706. The parties expressly agree that no shipment shall move subject to released valuation unless such limitation of liability is specifically agreed to in writing by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document shall not constitute the specific agreement required.
5. CARRIER agrees to maintain all-risk cargo liability insurance in the amount of \$100,000. CARRIER's insurance agent will supply BROKER with a Certificate of Insurance identifying any and all exclusions, limitations and deductibles including but not limited to geographic, target commodities, theft, unattended vehicles, scheduled vehicles or drivers.
6. CARRIER also agrees to maintain Worker's Compensation insurance as prescribed by the laws of the states in which the transportation services shall be performed; Employer's Liability Insurance in the amount of at least \$500,000 combined single limit; Automobile Bodily Injury and Property Damage Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 combined single limit per occurrence. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance.
7. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time, to transport compressed household, municipal or commercial waste, or any other waste material. All drivers shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence in the protection of shipper's commodities. CARRIER shall not have a U.S.D.O.T. Safety Rating of "Unsatisfactory". CARRIER agrees to notify BROKER within 24 hours of any change in its Safety Rating. The CARRIER is to cover all of its expenses for operating as a CARRIER, including insurance, permits and taxes.

8. CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party. CARRIER acknowledges that it is responsible for the loading and securing of all shipments and has the duty to inspect each shipment.
9. **INDEMNIFICATION:** CARRIER agrees to pay, indemnify, defend and hold BROKER and Broker's Customer harmless against any and all loss, damage or delay claims which are in any way caused or contributed to by intentional or negligent acts or omissions of CARRIER, its employees, drivers, helpers contractors, subcontractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. Carrier further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any liability, costs and damages to persons and/or property which are in any way caused or contributed to by the negligent or intentional acts or omissions of CARRIER, its employees, drivers, helpers, contractors, subcontractors or agents, or arising out of CARRIER'S operations hereunder. Indemnification shall include attorneys' fees and cost, including fees and costs of enforcement of this agreement. Indemnification shall also include, but is not limited to, all road, fuel, and other taxes, fees or permits related to the shipments transported by CARRIER as arranged by BROKER.
10. BROKER agrees to pay CARRIER at the agreed rate within 30 days of receipt by BROKER of CARRIER'S invoice, and transportation documents, including the proof of delivery or signed delivery receipt as set forth in the rate confirmation provided to CARRIER prior to shipment, regardless of payment from shipper. CARRIER authorizes 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 BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges.
11. Rates for transportation service shall be established on a per load basis. The freight charges will first be determined by an oral or electronically captured agreement between BROKER and CARRIER. BROKER shall, within two (2) days after the oral or electronically captured agreement, forward to Carrier a confirmation of the agreed rates. The rates set forth in the forwarded confirmation shall be deemed to be the rates agreed to by the parties for the referenced shipment, and the confirmation deemed part of this agreement unless CARRIER notifies BROKER no later than the time of delivery of any disagreement as to rates and shipment specifications.
12. CARRIER agrees that it shall transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. CARRIER is prohibited from acting in the role of a broker on any transaction or interlining or tendering the shipment to another carrier for transportation. If CARRIER "brokers" a shipment, CARRIER is in breach of contract and it forfeits the right to collect freight charges and agrees BROKER may pay such charges directly to the underlying carrier. To the extent BROKER pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and/or BROKER'S customers from any and all freight charges claimed to owed to the underlying motor carrier. CARRIER also agrees to settle and any cargo claims that may arise in connection with such shipment as the carrier under 49 U.S.C. §14706 regardless of whether it took possession of the freight or was the actual carrier or not.
13. Cargo claims shall be investigated and settled in accordance with 49 C.F.R. §370. Claims must be filed in writing with CARRIER within nine months after delivery. Suit must be instituted against the carrier within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part.
14. BROKER and CARRIER may agree as to required transit time for each shipment. Such agreements may make the transit time obligation less or more than a reasonable dispatch. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the Rate Confirmation, bill of lading or other shipping directives.

Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R. §395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to BROKER, BROKER reasonably relies on CARRIER's knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BROKER.

15. CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER'S customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on the movement of the traffic, as liquidated damages. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of 15 months after termination.
16. If a dispute arises out of or relates to this Agreement, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to submit to binding arbitration through the AMERICAN ARBITRATION ASSOCIATION ("AAA") or other agreed arbitration association. Each party shall initially bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA, though the prevailing party may be awarded fees and costs at the discretion of the arbitrator. The arbitrator's decision is final and binding, and may be entered as a judgment in any court of competent jurisdiction. Nothing in this clause shall be construed to preclude any party from seeking an injunctive relief order to protect its rights pending mediation. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to arbitrate.
17. Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
18. Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. The persons signing below have actual authority to bind the parties upon those whose behalf they sign.

By: \_\_\_\_\_

By: \_\_\_\_\_

CARRIER: \_\_\_\_\_

BROKER: \_\_\_\_\_

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

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

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

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



## CARRIER SURVEY

CARRIER NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

DISPATCH EMAIL ADDRESS: \_\_\_\_\_

PRESIDENT / CEO: \_\_\_\_\_

OPERATIONS CONTACT: \_\_\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_ MC# \_\_\_\_\_

### OPERATIONS INFORMATION

DO YOU HANDLE HAZ MAT  YES  NO

EQUIPMENT QTY:

FLAT BEDS: \_\_\_\_\_ STEP DECKS: \_\_\_\_\_ TARPS:  YES  NO

VANS: \_\_\_\_\_ LOWBOY/RGN \_\_\_\_\_ OTHER: \_\_\_\_\_

NUMBER OF POWER UNITS: \_\_\_\_\_

ALLOW TRAILERS TO CROSS INTO MEXICO:  YES  NO

### LANE PREFERENCES

Origin Cities	States	Destination Cities	States
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
**December 23, 2005**

**LICENSE**  
**MC-544434-B**  
AMAC LOGISTICS LLC  
MESA, AZ

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

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
ACCEPTANCE REPORT**

USER ID: SHAYNA  
TRANSMISSION NUMBER: WEB11192  
TRANSMITTED ON: 12/09/2005 12:43:30  
COMPANY NAME: INTERNATIONAL FIDELITY INS CO.  
SUMMITTED BY: INTERNATIONAL FIDELITY INS CO. (06550-00)

Docket	Form/Type	Policy Number	Effective Date	Action
MC-544434	BMC-84/SURETY	7721036	12/15/2005	ACCEPTED

Values in FMCSA Licensing & Insurance Database:

Legal Name: AMAC LOGISTICS LLC  
Address: 5865 S. SOSSAMAN RD. STE 131  
MESA AZ US 85212

91X Coverage(Type/Max/Underlying):

Total: 1

Run Date: 12/09/05  
Run Time: 12:35

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Data Source: Licensing & Insurance  
li\_accept