

219 San Gabriel Dr
Baytown, Tx 77523
702-610-6802



PLEASE EMAIL THE FOLLOWING INFORMATION TO US SO WE CAN SEND YOU A RATE CONFIRMATION TO BE SIGNED.

YOUR TRUCK CANNOT BE DISPATCHED WITHOUT THIS INFORMATION ON FILE WITH US.

- Copy of your operating authority.
- Completed W-9
- Signed Broker-Carrier Agreement
- New Carrier Profile
- Copy of Insurance (**Cargo & Liability**) showing the following certificate holder...

D & J Logistic Services, LLC.

6345 Garth Rd Ste110 #233

Baytown, tx 77521

[EMAIL TO DALIA.PENA@DANDJLS.COM](mailto:DALIA.PENA@DANDJLS.COM)

We look forward to doing business with you and your company!



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NEW CARRIER PROFILE

Section I:

Show Company name as registered with the IRS and the Identification Number issued to your company by the IRS Form SS-4 (Identification Number from Form 941)

If you operate as an individual show your name below and list your Social Security Number.

Company: _____

TIN# _____

Authority: _____

SSN# _____

Physical Address: _____

Mailing Address: _____

Contact: _____

Phone Number: _____

Fax Number: _____

Email: _____

Section II:

Insurance Company: _____

Phone Number: _____

Fax Number: _____

Email: _____



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BROKER / CARRIER AGREEMENT

This Broker / Carrier Agreement executed as of the date set forth below between D & J LogisticServices, LLC., a Sole Proprietorship (hereinafter "BROKER") and _____, (hereinafter "CARRIER").

Whereas, D & J is in the business of arranging for the transportation of freight shipments by its customers as a broker in interstate, intrastate and foreign commerce, and operates under a license from the Federal Motor Carrier Safety Administration; and

Whereas, Carrier is in the business of transporting freight shipments on behalf of Shippers and Brokers in interstate, intrastate and foreign commerce, and operates under a license from the Federal Motor Carrier Safety Administration;

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

A. OPERATING AUTHORITY. Carrier agrees to secure a Load Number from the BROKER'S representative as a security measure to confirm that the shipment will be moved under CARRIER'S operating authority to be covered at all times by CARRIER'S insurance. CARRIER agrees that all Bills of Lading will list CARRIER as the carrier. BROKER is not the CARRIER. If any terms inconsistent with this provision on a Bill of Lading cause BROKER to be exposed to any liabilities as a carrier, CARRIER agrees to hold BROKER harmless and indemnify BROKER for any claims and to pay all costs and attorney's fees resulting from or made as a result of noncompliance with this provision.



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CARRIER agrees to represent BROKER as D & J Logistic Services, LLC., when making freight delivery or pickups.

B. TERMS AND CONDITIONS FOR PAYMENT. CARRIER agrees to make pickup and delivery of freight as specified in the Load Sheet which BROKER forwards to CARRIER prior to loading. In the event CARRIER is unable or unwilling to make the pickup and/or delivery at the times specified CARRIER shall immediately notify BROKER.

CARRIER agrees to submit all delivery documents directly to BROKER including: signed original Bill of Lading; signed original delivery receipts and any requested weight tickets and/or permit receipts within seven (7) days of signed delivery. CARRIER agrees not to bill BROKER'S customers at any time. CARRIER agrees to release BROKER'S customers from any obligation to pay freight charges.

BROKER agrees to pay CARRIER within thirty (30) days after receipt of signed original Bill of Lading; signed original delivery receipts; any requested weight tickets and/or permit receipts; and CARRIER'S Invoice with D & J Logistic Services' Load Number.

BROKER agrees to pay CARRIER for any special requirements, including but not limited to, over dimensional permits, escort services, delay time and tarping only when a written agreement for such charges have been made before loading and only when the BROKER'S customer has agreed to payment for these charges on behalf of BROKER.

BROKER agrees not to advance money to CARRIER'S drivers or owner/operators unless having first received written approval from an officer of CARRIER.

The parties stipulate that the investigation and handling of claims is a vital part of the freight brokering business and therefore agree that SALES AGENT shall notify Superior immediately upon receipt of a claim.



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If CARRIER requests "Quick Pay" or other form of advance payment, a fee of five percent will be deducted, and such payment will be made only upon delivery of signed bill of lading. Any request for a fuel advance will be subject to the five percent (5%) fee and shall only be issued upon proof of the freight having been loaded.

UNDER NO CIRCUMSTANCES MAY CARRIER REFUSE TO DELIVER FREIGHT PENDING PAYMENT. NO POSSESSORY LIEN SHALL ARISE IN FAVOR OF CARRIER PURSUANT TO TEXAS BUSINESS AND COMMERCE CODE SECTION 7.307 OR TO 49 U.S.C. SECTIONS 80109 AND 80110, AND CARRIER HEREBY DISCLAIMS THE RIGHT TO ANY SUCH STATUTORY OR COMMON LAW LIEN.

C. INDEPENDENT CONTRACTOR. The relationship of CARRIER to BROKER shall at all times be that of an independent contractor. CARRIER'S employees or leased operators shall not be deemed the employees or agents of BROKER for any purpose. CARRIER warrants that CARRIER'S employees and leased operators have the requisite equipment, expertise, training and skill necessary to accomplish the shipments accepted for transportation pursuant to this agreement. CARRIER shall have the sole responsibility to determine and direct the manner, method, and course of performing transportation service as a contract carrier, by motor vehicle.

D. LIABILITY AND INSURANCE. As between CARRIER and BROKER, CARRIER hereby assumes all liability for loss or damage to shipments, or claims of Shipper or Receiver for freight while in the CARRIER'S custody and control. CARRIER shall be an insurer as to the shipment for the benefit of the Shipper or Owner of the goods in shipment and under the custody and control of CARRIER.

CARRIER at its sole expense agrees to insure the cargo against loss or damage from all risks, including but not limited to the risks CARRIER assumed pursuant to this Agreement. CARRIER shall procure and maintain at all times legal liability cargo insurance on all shipments equal to the full value thereof, and in an amount acceptable to BROKER. CARRIER agrees to cause its cargo liability insurer to name BROKER as an additional insured with waiver of any right of subrogation. CARRIER shall further maintain at all times, in amounts as required by the United



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States Department of Transportation or any state authority, property damage and public liability insurance on all vehicles and its operations in connection with performance under this Agreement. CARRIER shall furnish written evidence of all insurance coverage, and CARRIER shall name BROKER as an additional insured with waiver of subrogation on all policies. Certificates of insurance must be on file with BROKER prior to CARRIER accepting any loads on behalf of BROKER.

E. TERMINATION. This agreement may be terminated by either party with thirty (30) days written notice. CARRIER agrees to complete delivery of any shipment started prior to the termination of this agreement.

F. MISCELLANEOUS. This agreement shall be interpreted in accordance with the laws of the State of Texas; Title 49 U.S.C. (as amended); or regulations of the Department of Transportation promulgated pursuant to Title 49 U.S.C.

The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties.

All notices and other communications shall be deemed to be given at the expiration of seven (7) days after the date of mailing. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other parties as provided above.

In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including without limitation attorney fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses



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incurred in connection with the suit or action, including without limitation reasonable attorney fees at the trial level and on appeal.

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas. Venue for any claims relating to this agreement shall be Harris County, Texas.

If any part of this agreement shall be determined to be unlawful, void or unenforceable, such provision shall be deemed severable from and shall in no way affect the validity or enforceability of the remaining provisions of the agreement.

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

G. NONSOLICITATION. CARRIER hereby understands that by signing this contract CARRIER agrees that no person affiliated with CARRIER will solicit any of BROKER'S customers in any way. CARRIER agrees not to interfere with BROKER'S contractual rights with the Shipper or Owner of goods, and will not directly solicit or contract with same during the term of this agreement and one year thereafter. In the event of any violation, BROKER may use reasonable means to ascertain compliance and CARRIER shall assist upon reasonable notice and request.



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Signed this the _____ day of _____, 20____.

Dalia Pena

President

D & J Logistic Services, LLC.

219 san Gabriel Dr

Baytown, Tx 77523

Signature On behalf of CARRIER Name

Name: _____ Title: _____

Address: _____

Phone Number: _____



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

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

SERVICE DATE

November 15, 2019

LICENSE

MC-1069807-B

U.S. DOT No. 3347952
D & J LOGISTIC SERVICES, LLC
BAYTOWN, TX

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

USDOT Number: 3347952

Date Received: 10/25/19

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0015. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

Una agencia federal no puede conducir o auspiciar, y una persona no está sujeta a responder ni será sujeta a penalidades por fallar en cumplir con una recolección de información sujeta a los requerimientos del Acto de Reducción de Papeleo, a menos que la recolección de información muestre un Número de Control OMB válido. El Número de Control OMB para esta recolección de información es 2126-0015. El reporte público para esta recolección de información es estimado en aproximadamente 10 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, obtener los datos necesitados y completar y revisar la recolección de información. Todas las respuestas a esta recolección de información son mandatorias. Enviar los comentarios respecto a esta carga estimada o cualquier otro aspecto de esta recolección de información, incluyendo sugerencias para reducir esta carga a: Oficial de Clarificación de Recolección de Información, Administración Federal de Seguridad del Autotransporte, MR-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Designation of Agents for Service of Process / Designación de Agentes del Servicio de Proceso

FORM BOC-3

FULL AND CORRECT NAME OF CARRIER, BROKER, OR FREIGHT FORWARDER:

Nombre Completo y Correcto del Transportista, Agente, o el Destinatario del Flete:

D & J LOGISITICS

ADDRESS OF CARRIER, BROKER, OR FREIGHT FORWARDER:

Dirección del Transportista, Agente, o el Destinatario del Flete:

219 SAN GABRIEL DR	BAYTOWN	TX	77523		
<i>STREET ADDRESS</i>	<i>CITY</i>	<i>STATE/PROVINCE</i>	<i>ZIP CODE + 4</i>	<i>COLONIA (Mexico only)</i>	<i>FOREIGN COUNTRY</i>
<i>Dirección</i>	<i>Ciudad</i>	<i>Estado/Provincia</i>	<i>Código Postal + 4</i>	<i>Colonia (sólo México)</i>	<i>País Extranjero</i>

PERSON AUTHORIZED TO SIGN FORM:

Persona Autorizada Para Firmar el Formulario:

TITLE OF AUTHORIZED PERSON
Título de la Persona Autorizada

NAME OF AUTHORIZED PERSON (please print)
Nombre de la Persona Autorizada (por favor imprima)
832-902-2178

SIGNATURE OF AUTHORIZED PERSON
Firma de la Persona Autorizada

TELEPHONE NUMBER
Número Telefónico

INSTRUCTIONS: Regulations governing the designation of persons upon whom process may be served are prescribed at 49 CFR 366, as amended. An agent must be designated for each state in or through which the carrier, broker, or freight forwarder operates; each person, association or corporation designated must reside in the state for which designated; a carrier, broker or freight forwarder may designate himself/herself for the state in which he/she resides; and state officials may be designated only if such official's agreement to so act is furnished with this designation. Note: a post office box is NOT ACCEPTABLE as an agent's address. FILE THE ORIGINAL signed copy with the FMCSA, 1200 New Jersey Ave., S.E. (W63-105) Washington, DC 20590. One signed copy should be filed with each state in or through which the operation is conducted; and one copy should be retained by the carrier, broker, or freight forwarder. CHANGES in designation may be made only by filing with the FMCSA, a new form BOC-3. Copies of new designations need to be sent only to those states affected by the change or new filing. Either INDIVIDUAL or BLANKET designations may be made.

INSTRUCCIONES: Las regulaciones gobernantes para la designación de personas a quienes el proceso puede ser servido son prescritas en el 49 CFR 366, como se a enmendado. Un agente tiene que ser designado a través de cada estado que el autottransportista, agente o el destinatario del flete que opera; cada persona, asociación o corporación designada debe vivir en el estado que se le a designado. Un autottransportista, agente o el destinatario del flete, puede designarse así mismo por el estado en cual vive; y los oficiales del estado pueden ser designados solamente de acuerdo oficial en el que se facilita de acuerdo al acto de esta designación. Nota: un apartado postal NO ES ACEPTABLE como la dirección de un agente. ARCHIVE LA COPIA ORIGINAL firmada con el FMCSA, 1200 New Jersey Ave. (W63-105) Washington, D.C. 20590. Una copia firmada tiene que ser archivada por cada estado a través de cada operación conducida; y una copia tiene que guardarla el auto transportista, agente o el destinatario del flete. LOS CAMBIOS de cada designación pueden hacerse solamente reportándose con el FMCSA, y una nueva forma BOC-3. Las copias de las nuevas designaciones necesitan ser mandadas solamente a los estados afectados o el nuevo reporte que se ha hecho. Cualquiera de las dos designaciones pueden hacerse ya sea INDIVIDUAL O AMPLIADA.

(continued on next page)

USDOT Number: 3347952 Date Received: 11/1/2019

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: 24389-00

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we, D & J LOGISTIC SERVICES, LLC.
(Name of Broker or Freight Forwarder)
of 219 SAN GABRIEL DR BAYTOWN Texas 77523
(Street) (City) (State) (Zip)
as TRUSTOR (hereinafter called Trustor), and LIBERTY NATIONAL FINANCIAL CORP
(Name of Trustee)
a financial institution created and existing under the laws of the State of Oklahoma as TRUSTEE (hereinafter called Trustee)
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the [Title 49 U.S.C. 13904](#), and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with [49 U.S.C 13906\(b\)](#), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
- In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand

Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Oklahoma, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 4th day of November, 2019, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 4th day of November, 2019.

TRUSTOR

D & J LOGISTIC SERVICES, LLC.
 COMPANY NAME
219 SAN GABRIEL DR BAYTOWN
 STREET ADDRESS CITY
Texas 77523 702-610-6802
 STATE ZIP CODE TELEPHONE NUMBER
DALIA PENA
 (type or print Principal officer's name and title)
 X [Signature]
 (Principal officer's signature)
 X Jairol Tejada
 (type or print witness's name)
 X [Signature]
 (witness's signature)

TRUSTEE

LIBERTY NATIONAL FINANCIAL CORP
 COMPANY NAME
PO BOX 6089 NORMAN
 STREET ADDRESS CITY
Oklahoma 73070 (405) 321-5310
 STATE ZIP CODE TELEPHONE NUMBER
CYNTHIA MARTINIAN
 (type or print Principal officer's name and title)
[Signature]
 (Principal officer's signature)
PATRICK SHEAD
 (type or print witness's name)
[Signature]
 (witness's signature)

NOTICE OF CANCELLATION
 This is to advise that the above Trust Fund Agreement executed on the 4th day of November, 2019 is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ day of _____, _____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

 Date Signed Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.