



## CARRIER SET UP PACKET

**REQUIRED SET UP DOCUMENTS:** To initiate the set up process, complete the following documents and fax the documents to 888.303.0933 (fax) or scan to [info@expressshippersandlogistics.com](mailto:info@expressshippersandlogistics.com)

- ✓ Signed Express Shipper's and Logistics Broker-Carrier Agreement (attached)
- ✓ Completed carrier data sheet (attached)
- ✓ Current cargo & liability insurance certificates
- ✓ Motor carrier authority
- ✓ Motor carrier safety rating (**MUST BE SATISFACTORY**)
- ✓ Completed W-9 (attached)

**REQUIRED PAYMENT DOCUMENTS:** To initiate payment, send the documents and information listed below to Express Shipper's and Logistics, LLC. **Failure to include all documents and information may result in delay of payment.**

- ✓ Invoice
- ✓ Load number
- ✓ Bill of lading (**For multiple pickup and deliveries, you must provide all bills.**)
- ✓ Supporting documents (lumper receipts, detention documents, etc.)

**Payment documents send to:**

**Attn:** Accounts Payable **E-mail:** [accountspayable@expressshippersandlogistics.com](mailto:accountspayable@expressshippersandlogistics.com)

**Fax:** 888.303.0933 (accounting/payment documents only)

**DISPATCH CONTACTS:** Express Shipper's and Logistics, LLC

(Driver Dispatch) 888.303.0933 Local: 501.291.3604

Express Shipper's and Logistics Fax: 888.303.0933

Express Shipper's and Logistics Email: [dmodica.expressshippers@gmail.com](mailto:dmodica.expressshippers@gmail.com)

**MC#: 1064614-B**

**DOT#: 3337419**

Fax back to 888.303.0933 or email to [info@expressshippersandlogistics.com](mailto:info@expressshippersandlogistics.com)

## BROKER CARRIER AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ MC# \_\_\_\_\_ a licensed motor carrier, "**CARRIER**" and **Express Shipper's and Logistics MC# 1064614-B** an I.C.C. licensed property broker, "**BROKER**"

1. **BROKER** agrees to offer for shipment and **CARRIER** agrees to transport in its own equipment in a series of shipments at such quantities of freight as Broker may tender subject to the availability of suitable equipment.
2. **CARRIER** shall be authorized to operate as a contract motor carrier by I.C.C. and shall provide and maintain, at its sole cost and expense insurance against liability for injuries to or death of person and damage to property in a combined single limit of not less than \$100,000; and any additional insurance required by applicable laws, rules and regulations, **CARRIER** shall furnish to Broker upon request, a copy of each such insurance policy and written certificates of insurance.
3. **BROKER** agrees to pay **CARRIER** for the transportation of freight moved under this agreement in accordance with the rates set forth. Modification or additions to these rates may be agreed to in writing or made verbally to meet specific shipping schedules. Confirmation or verbally agreed rates will be made by a recap faxed or mailed by Broker or **CARRIER** and the **CARRIER'S** pick up of the shipment. In addition, confirmation of any verbally agreed rates should be made by the **CARRIER'S** billing and **BROKER** payment thereof. If **BROKER** pays the freight invoice in a reduced amount; such amount shall constitute the agreed rates, unless **CARRIER** indicates to the contrary to **BROKER** within sixty (60) days of its receipt of payment. All modifications and additions to the rates made either in writing, or confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills shall be deemed as appendices to and considered a part of this agreement.
4. Whether or not **CARRIER** is authorized to operate, or does operate, as a common carrier, each and every shipment tendered to **CARRIER** by **BROKER** shall be deemed to be a tender to **CARRIER** as a motor contract carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage hereunder.
5. **BROKER** and **CARRIER** agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C. 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of **BROKER** or by providing specialized services or equipment designated

to meet the distinctive need of **BROKER** or the consignor. Such services shall include, when applicable, but shall not be limited to: protective services, multiple stops in transit, direct dispatch, drop shipments, inside deliveries, spotting trailer and expedited shipments.

6. **CARRIER**, at its sole cost and expense, shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. **CARRIER**, at its sole cost and expense, shall not employ personnel without **BROKER'S** prior approval. Without the prior written consent of 1. **BROKER**, **CARRIER** shall not cause or permit any shipment tendered hereunder to be transported by any other federal and state regulations pertaining to the operations of a motor carrier.

7. **CARRIER** will, be responsible to comply with all applicable I.C.C. and D.O.T. regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.

8. **CARRIER** hereby assumes the liability of a motor common carrier as a provided in Section 11707 of Title 49 of the United States Code as in effect of the effective date of this agreement. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of the I.C.C. as published in the Code of federal Regulations (49 C.F.R. 1005). The terms, conditions or provisions of the bill of lading or any other shipping form utilized shall be subject and subordinate to the terms of this agreement and in the event of a conflict this agreement shall govern.

9. **CARRIER** agrees to defend and hold **BROKER** harmless from and indemnify **BROKER** for any liability resulting from loss or damage to any freight transported by **CARRIER** pursuant to this agreement including all cost to defend claims. **CARRIER** also agrees to hold **BROKER** harmless from and indemnify **BROKER** for any liability resulting from personal injury or property damage, which may occur during the operations of **CARRIER** pursuant to this agreement including all cost to defend claims.

10. **CARRIER** will bill, all charges for transportation services directly and exclusively to **BROKER** and **CARRIER** shall provide Express Shipper's and Logistics with a copy of the signed bill of lading and delivery receipt. **BROKER** agrees that it will endeavor to pay all freight bills for transportation performed within **fifteen (15)** days of receipt of all paper work.

11. During the term of the agreement and for a period of **one (1)** year from the time of the termination of this agreement, **CARRIER** shall not, directly or indirectly, solicit or do business of a transportation nature with any of **BROKER** customers who are serviced by **CARRIER** as a result of this agreement unless otherwise agreed to in writing.

12. The relationship of **CARRIER** to **BROKER** shall, at all times, be that of an independent contractor, except that **BROKER** shall be the agent for **CARRIER** authorizes **BROKER** to invoice the consignor

or consignee for freight charges on behalf of the **CARRIER** and the **CARRIER** agrees that **BROKER** is solely responsible for payment of all freight charges to the **CARRIER**.

13. The provisions of this agreement ensure directly to the benefit of the consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them.

14. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

15. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the state of Arkansas.

16. This agreement shall be deemed to be effective on the first date that **CARRIER** and **BROKER** commence business together and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This agreement may be cancelled at any time upon not less than **thirty (30)** days written notice of one party to the other.

**CARRIER**\_\_\_\_\_ **DATE**\_\_\_\_\_

**BROKER**\_\_\_\_\_ **DATE**\_\_\_\_\_

## CARRIER DATA SHEET

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

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Remit-to Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Names: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Local Number: \_\_\_\_\_

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

Tax ID #: \_\_\_\_\_ MC #: \_\_\_\_\_ DOT#: \_\_\_\_\_

In Service Date: \_\_\_\_\_

### Equipment Type

# Vans: \_\_\_\_\_ # Reefers: \_\_\_\_\_ # Flatbed: \_\_\_\_\_ # Step deck: \_\_\_\_\_

How many tractors does your company own: \_\_\_\_\_

Number of Vans: 48 x 102 \_\_\_\_\_ 53 x 102 \_\_\_\_\_

Number of Reefers: 48 x 102 \_\_\_\_\_ 53 x 102 \_\_\_\_\_

Please specify all other Equipment not listed:

\_\_\_\_\_  
\_\_\_\_\_



Drop Trailer Capacity: (Y\_\_N\_\_)

Do you have a yard that can trans load freight? (Y\_\_N\_\_) \_\_\_\_\_ Location

Are your truck(s) satellite equipped? (Y\_\_N\_\_)

Do you work with a factoring company? (Y\_\_N\_\_) \_\_\_\_\_ Factoring Company

Will your company request advances for fuel or accessories? (Y\_\_N\_\_) Will you be participating in direct deposit? (Y\_\_N\_\_)

Freight Lanes Most Desired: City/ State (Origin) City/State (Destination) Rate/Mile

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



## DIRECT DEPOSIT AUTHORIZATION

Direct Deposit is the safest, fastest and most cost efficient method to receive your payment. In addition, you no longer have to worry about your check being late, lost, or stolen. Express Shipper's and Logistics offers our carriers the peace of mind with direct deposit.

Sign and complete this form to authorize Express Shipper's and Logistics to deposit payments into your checking or savings account. Return completed form with your carrier packet.

Company Name: \_\_\_\_\_

Remittance Email (required for receipt of deposit): \_\_\_\_\_

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

MC #: \_\_\_\_\_

Account Type: Checking ☐ Savings ☐

Name on Acct: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Routing #: \_\_\_\_\_

Bank City/State: \_\_\_\_\_

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

**I hereby authorize Express Shipper's and Logistics, LLC to initiate entries to my checking/savings account at the financial institution listed above and, if necessary, initiate adjustments for any transactions a reasonable opportunity to act on it.**

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

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

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





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

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

**SERVICE DATE**  
**October 11, 2019**

**LICENSE**

**MC-1064614-B**

U.S. DOT No. 3337419  
EXPRESS SHIPPER'S & LOGISTICS LLC  
LITTLE ROCK, AR

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



## COMPANY SNAPSHOT

**Physical Address:** Express Shipper's and Logistics, LLC  
701 W 7th St Ste 202 Little Rock, AR 72201

**Remit to Address:** Express Shipper's and Logistics, LLC  
P.O. Box 1496 Little Rock, AR 72203

**Phone Number:** 888.303.0933 **Local:** 501.291.3604

**MC#:** 1064614-B    **DOT#:** 3337419    **Federal ID#:** 84-3030158

**DUNS & BRADSTREET#:** 113997476

**Website:** [www.expressshippersandlogistics.com](http://www.expressshippersandlogistics.com)

### **Company Officers**

**Chief Operating Officer:** Daneshia Modica

**Chief Executive Officer:** Jose Modica

Company Email: [ESLoads@expressshippersandlogistics.com](mailto:ESLoads@expressshippersandlogistics.com)

Dispatcher email: [dmodica.expressshippersandlogistics.com](mailto:dmodica.expressshippersandlogistics.com)