



*****ATTENTION – PLEASE READ *****

Please e-mail this cover page and the following documents to:
carrierpackets@icon-logistics.com

- Completed ILS Carrier Profile Sheet
- Your Authority to operate as a Motor Carrier
- Your completed W-9
- Icon Logistics Carrier Broker Contract-Pages 3, 7, 12,
- A current copy of your Insurance Certificate with us listed as a Certificate Holder

ICON LOGISTICS SERVICES, INC
15215 Los Nietos Ct
Fontana CA 92335

- With minimum Insurance requirements:
 - 1 Million Automobile Liability
 - \$100,000 or more Cargo Coverage
 - Proof of Workers Compensation or Waiver (Page 13)
 - Trailer Interchange if applicable
 - Non Owned Trailer if applicable
- Optional-credit references, safety information, cab cards, proof of CARB compliance, letter of assignment, driver info, sample invoice

Please complete this packet in its entirety. If you have any questions please contact your ILS dispatcher immediately or the corporate office at 888-296-4266 ext 701.

CARRIER PROFILE-REQUIRED!!!!

Company Name: _____ DBA: _____
Address: _____ City/St: _____ Zip: _____
Phone: _____ After Hours: _____ Toll Free: _____
Dispatch Contact: _____ AR Contact: _____
Fax: _____ Email _____ Website: _____

Payment Terms:

Quick Pay \$25.00 (Voided Check Required)
 Net 21 OR Factoring Company Name: _____
Remit to Address: _____ City/St: _____ Zip: _____
Contact Name: _____ Email: _____
Phone: _____ Fax: _____ Cell: _____

Company Type: Corporation Sole Proprietor Partnership
Tax ID: _____ Do you require a 1099? Yes or No

MC# _____ DOT# _____ CA# _____ SCAC: _____ CARB# _____
Authority Type: Contract Common Broker (Please check all that apply)
States Permitted: _____ Hazmat: Yes or No OD/Permits: Yes or No

Lane Preferences: 48 States Base State: _____
Origin City: _____ ST _____ Destination City: _____ ST _____
Origin City: _____ ST _____ Destination City: _____ ST _____
Origin City: _____ ST _____ Destination City: _____ ST _____

Fleet Description:

Company Trucks: _____ Owner Operators _____
Trailers: Dry Van 53/48 Flatbed 53/48 Reefer Other: _____

BROKER – CARRIER CONTRACT

This Agreement shall govern the services provided by _____, a licensed and authorized motor carrier pursuant to USDOT # _____ & Docket No. MC# _____ (hereinafter referred to as “Carrier”) and **I CON LOGISTICS SERVICES, INC.** (hereinafter referred to as “Broker”), a licensed property broker pursuant to Docket No. MC#. **050566** Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier’s performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. **Broker Status.** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1 **Carrier Status, Rights and Responsibility.** Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker’s Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker’s name without Broker’s prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker’s compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier’s performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier’s Federal Tax ID number and a copy of Carrier’s IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

1.2. **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3. **Waiver of Rights.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

1.4 **Sub-Contract Prohibition.** Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker’s payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

1.5 **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier’s safety rating changes at any time during this Contract’s term or if Carrier is sold, merges or dissolves or experiences a

change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated by reference or by operation of law in this Contract.

2. **Booking Confirmation.** Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

3. **Compensation.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation..

3.1 **Payment of Invoices.** Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.

3.2 **Invoice Submission Deadline** Carrier agrees to submit all invoices to Broker within one hundred eighty (180) calendar days from the date of delivery of the freight. Failure to submit an invoice within this period shall result in a waiver of Carrier's right to payment for the related services. Broker shall not be obligated to bill its customer or remit payment for any services not invoiced within this timeframe.

4. **Insurance.** Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and

destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

5. **CARRIER MOVING PERISHABLES.** Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & milk transporters, and comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is third party beneficiary of this Agreement. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Broker or Shipper. Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment. All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans. Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

6. **SHIPPING DOCUMENT EXECUTION.** Carrier is to be named on the bill of lading as the "carrier of record."

7. **INDEMNIFICATION.** Carrier will indemnify, defend and hold harmless broker, its affiliates and its customers (as intended third party beneficiaries) from and against all losses (as defined below) arising out of or in connection with the

transportation services provided under this contract, including the loading, unloading, handling, transportation, possession, custody, use or maintenance of cargo or equipment or performance of this contract (including breach hereof) by carrier or any carrier representative. carrier's obligation to indemnify and defend shall not be affected by alleged negligence or willful misconduct of broker, its affiliates or customers. it is the intent of the parties that this provision be construed to provide indemnification to broker, its affiliates and customers to the maximum extent permitted by law. if this provision is found in any way to be overbroad, it is the parties' intent that this provision be enforced to allow indemnification to the maximum extent permissible. "losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost or invoice value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1 **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. **Governing Law; Consent to Jurisdiction and Integration.** This Contract will be construed, to the extent not preempted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification under Section 7 may be effected in the courts where third party claims are filed. This

written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

9.1 **Safety Rating.** Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to “unsatisfactory.”

10. **Confidentiality Obligations.** Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the “Information”). During this Contract’s term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker’s competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1. **Nonsolicitation of Customers.** During this Contract’s term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker’s prior written consent if (a) that Customer first became known to Carrier as a result of Broker’s engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker’s engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Carrier to such Customer.

11. **Savings Clause.** If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

ACCEPTED AND AGREED this ____ day of _____, 20__.

BROKER:

ICON LOGISTICS SERVICE, INC.
15215 Los Nietos Ct
Fontana, CA 92335
Signature: Rosemarie Lira
Rosemarie Lira, President

CARRIER

Name: _____
Address: _____

Signature: _____
Name/Title: _____

EXHIBIT A: SHIPMENT IDENTIFICATION

For each such shipment, a shipping statement shall be prepared containing at least the following information:

1. Shipper's name, address and permit number. Each milk tank truck load of milk shall include the IMS Bulk Tank Unit (BTU) identification number(s) or the IMS Listed Milk Plant Number, for farm groups listed with a milk plant, on the farm weight ticket or manifest;
2. Permit identification of the hauler, if not an employee of the shipper;
3. Point of origin of shipment;
4. Milk tank truck identification number;
5. Name of product;
6. Weight of product;
7. Temperature of product when loaded;
8. Date of shipment;
9. Name of supervising Regulatory Agency at the point of origin of shipment;
10. Whether the contents are raw, pasteurized, or in the case of cream, lowfat or skim milk, whether it has been heat-treated;
11. Seal number on inlet, outlet, wash connections and vents; and
12. Grade of product.

EXHIBIT B: CLEANING AND MAINTENANCE OF TRANSPORTATION UNITS

1. Cleaning and sanitation

- 1.1 Transportation units are maintained in good operating and hygienic condition so that contamination and deterioration of dairy material or dairy products is minimized.
- 1.2 The cleaning of transportation units are undertaken following the procedures in the written cleaning program or schedule.

The written cleaning program or schedule sets out the procedures for cleaning the transportation units, chemicals that are used, frequency of cleaning, person responsible for cleaning, and records to be kept.

- 1.3 Chemicals used for cleaning and maintenance are handled and used according to the directions of the manufacturer; and in a manner that minimizes contamination of dairy material or dairy products.

1.4 Before loading any dairy material or dairy products, transportation units are checked to ensure that they are visibly clean, dry and with no other signs of contamination (e.g. off-odor). The results of these checks are recorded.

2. Repairs and maintenance

The requirements given in this section apply to repairs and maintenance of the transportation unit where the dairy material or dairy product is contained, and any equipment that could affect the preservation or hygienic status of dairy material or dairy products being transported (e.g. refrigeration unit). It does not apply to the repairs and maintenance of the vehicle itself.

- 2.1 The condition of the transportation unit and equipment is regularly checked, and any deficiencies that are identified and corrective action taken are recorded.
- 2.2 All alterations, repairs and maintenance work on transportation units and equipment (including refrigeration units) are done in a manner that minimizes exposure of dairy material or dairy products to hazards that may be introduced by this work.
- 2.3 Records of any alteration, repair and maintenance work on transportation units are kept by the transport operator.

3. Records

Records giving the following information are kept by the transport operator:

- cleaning and inspection records;
- repairs and maintenance records;
- any problems or deficiencies identified, and corrective action taken.

EXHIBIT C: PERSONNEL HEALTH AND HYGIENE

1. Health of workers

Carrier Drivers, product handlers and other personnel are excluded from handling any exposed product when he/she is suffering from diarrhea or acute respiratory infection; or is diagnosed with infectious disease which may be transmitted through food (e.g. illness caused by Salmonella, Shigella spp., E. coli spp., Campylobacter, Hepatitis A virus infection).

2. Training

Carrier Drivers and product handlers are familiar with and are adequately trained on hygienic practices and operating procedures documented in this RMP.

3. Hygienic practices

- 3.1 Carrier Drivers and product handlers behave in such a manner as necessary to minimize contamination and deterioration of dairy material or dairy product, and the transport environment.
- 3.2 Carrier Drivers and product handlers must follow an appropriate personal hygiene routine before handling any exposed product or food contact material.

Workers thoroughly wash and dry hands and exposed portions of the arms with hand detergent and water before handling any exposed product or food contact material.

Note: When a water source is impractical to have within a certain area, alternative options for sanitizing workers' hands may be considered.

4. Records

Records giving the following information are kept by the Carrier Driver:

- any medical certificates;
- any training records;
- any problems identified, and corrective action taken.

EXHIBIT D: ADMINISTRATIVE PROCEDURES

This Item is deemed to be satisfied when:

1. All vehicles are kept clean.
2. Material that is capable of contaminating milk or milk products is not transported with milk or milk products.
3. Milk and milk products, except dry milk products, are maintained at 7oC (45oF) or less.
4. The operation of milk tank cars and shipping bins comply with the following provisions: a. Milk and milk products shall be conducted to and from tank cars or shipping bins only through sanitary conveying equipment. Such equipment shall be capped or otherwise protected when not in use. b. Inlets and outlets of shipping bins shall be provided with tight-fitting dust caps or covers. c. Facilities shall be provided for the adequate washing and sanitizing of shipping bins, piping, and accessories at all milk plants receiving or shipping milk or milk products in shipping bins. d. Shipping bins shall be cleaned at the receiving milk plant immediately after being emptied. The clean shipping bins shall be sanitized at the shipping milk plant before loading. Milk tank trucks, which must make more than one trip while unloading a tank car, need not be cleaned and sanitized after each time they are emptied. e. Piping connections and pumps used with shipping bins shall be cleaned and sanitized after each use.
5. The doors of tank cars and covers of shipping bins are sealed with a metal seal immediately after loading. The seal shall remain unbroken until the contents are delivered to the consignee. Contents of the tank car or shipping bin shall be labeled as prescribed in Section 4 by means of a tag attached to the tank car or shipping bin. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.
6. Vehicles have fully enclosed bodies with well-fitted, solid doors.
7. Ensure security and accountability
 - Access to the tanker is limited to authorized personnel only. If an authorized person does access the tanker, the system identifies who, when, where and why this access occurred.



BILLING REQUIREMENTS

Please remit your Invoice via email ap@icon-logistics.com

- Rate Confirmation must be signed and returned via email prior to being loaded and put in motion, **NO EXCEPTIONS!** If there are accessorials or reductions (i.e.: repairs, detention, late delivery, etc.) of the rate allowed on the original rate confirmation, you will need to obtain a new revised rate confirmation and return signed copy via fax/email. The rate confirmation must accompany your invoice and back up documentation.
- **A Bill of Lading and/or proof of delivery signed by consignee must be obtained at every stop location. All load out/in gate tickets and/or equipment interchange receipts provided by yard/port/terminal must be turned in for each location.** All documents must accompany your invoice.
- In the event of repairs, you must gain authorization from I Con Logistics Services, Inc. before repairs are made. All repairs require a receipt referencing the load/container/chassis/trailer and plate number. Some repairs require failed parts form (i.e.:m&r) be obtained as well, when parts are delivered to consignee. If you fail to gain authorization, obtain receipts or proper forms, the cost of the repairs will then become carrier's responsibility.
- Original documents upon requested but not required on all loads; All documents must be legible and clear enough to be read and printed. If pertinent information is lost during your scanning process the document will be rejected until a clear document can be sent.
- Invoices must be submitted with name of carrier contracted by rate confirmation and load number referenced on invoice. Invoices submitted under any other name will be rejected.
- Icon Logistics Services, Inc. payment terms begin the day we receive your Invoice and all back up documents at the corporate office. All invoices are stamped with the date we receive and entered into our system with that date. Invoices without proper back up documents will be rejected.
- Do not fax documents! Icon Logistics Services, Inc. will not pay from faxed invoices.

Workers Compensation Waiver

Dear Icon Logistics Services, Inc.

I, _____ MC# _____ does not require Workers Compensation coverage because we utilize Independent Contractors that are required by contract to procure their own Workers Compensation and/or Occupational Accident Insurance. If you have any questions please contact us.

Sincerely,

Carrier Name: _____

Signature: _____

CREDIT REFERENCES

AC TRUCKING SERVICES
P (209)298-7515 / F (661)209-3501
Attn: Juan Cifuentes
5925 Quebec Ave.
Bakersfield, CA 93313

RC TRANSPORTATION
P (310) 733-8406 / F (310) 878 0138
Attn: Mauricio Caceres
2421 W 205th Street
Suite D 206 E
Torrance, CA 90501

JURUPA VALLEY
P (951) 313-2372 / F (951) 685-4422
Attn: Antonio Garcia
16226 Washington Drive
Fontana, CA 92335

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)			
	2	Business name/disregarded entity name, if different from above.			
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____				
	3b		If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	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.

Social security number									
				-					
or									
Employer identification number									

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

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
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT**

USER ID:	JSMITHAMYNTA
TRANSMISSION NUMBER:	WEB33094
TRANSMITTED ON:	09/08/2021 13:46:11
COMPANY NAME:	UNITED STATES FIRE INSURANCE CO.
SUBMITTEND BY:	UNITED STATES FIRE INSURANCE CO. (05230-00)

Docket	Form/Type	Policy Number	Effective Date	Action
MC-50566	BMC-84/SURETY	612404634	10/13/2020	ACCEPTED

Values in FMCSA Licensing & Insurance Database.

Legal Name:	I CON LOGISTICS SERVICES INC
DBA Name:	
Address:	15215 LOS NEITOS COURT
	FONTANA CA US 92335

91X Coverage(Type/Max/Underlying):

Total: 1