



Lakeshore Brokerage, Inc.
3505 East Royalton Rd., #175
Broadview Heights, OH 44147

BROKER-CARRIER TRANSPORTATION AGREEMENT

Agreement, made the _____ day of _____, 20____, by and between:
LAKESHORE BROKERAGE, INC. with offices located at 3505 E. Royalton Rd, Ste 175, Broadview
Hts, OH 44147, and _____ (hereinafter
called "**CARRIER**"), with offices at _____
_____.

WHEREAS, **LAKESHORE BROKERAGE, INC.** is a registered broker of property operating
pursuant to Department of Transportation **Docket No MC-572806-B** (copy annexed as Appendix A), and
controls the transportation of the commodities to be tendered to **CARRIER** in accord with the criteria
established in *Dixie Midwest Express, 132 M.C.C. 794 (1982)*; and

WHEREAS, **CARRIER** is a motor carrier registered with the U.S. Department of Transportation
under Docket No. _____ (copy annexed as Appendix B), and desires to
furnish contract **CARRIER** service to **LAKESHORE BROKERAGE, INC.** and/or its customers for
the transportation of general commodities;

WHEREAS the parties hereto expressly waive any and all rights and remedies under the ICC
Termination Act for the transportation provided hereunder, pursuant to 49 U.S.C. § 14101(b)(1);

WHEREAS **LAKESHORE BROKERAGE, INC.** and **CARRIER** expressly agree and intend
that this Agreement provides for specified services under specified rates and conditions;

NOW THEREFORE, **LAKESHORE BROKERAGE, INC.** and **CARRIER** mutually agree as
follows:

1. LAKESHORE BROKERAGE, INC. agrees to offer for shipment and **CARRIER** agrees
to transport a series of shipments, upon execution of this Agreement.

2. **LAKESHORE BROKERAGE, INC.** agrees to provide a rate/tender sheet to **CARRIER** which will define distinct transit and pricing requirement of said shipment. **CARRIER** agrees to comply with all of **LAKESHORE BROKERAGE, INC.**'s reasonable shipping instructions communicated to **CARRIER** after **LAKESHORE BROKERAGE, INC.**'s issuance of rate/tender sheet, and to comply with all applicable provisions of any provincial, federal, state, and or local law or ordinance.

3. **CARRIER** represents and warrants that there are no other applicable rates or charges except those set forth on the rate confirmation/tender sheet issued by **LAKESHORE BROKERAGE, INC.** **LAKESHORE BROKERAGE, INC.** shall pay **CARRIER** within 30 days after **LAKESHORE BROKERAGE, INC.**'s receipt of **CARRIER** invoice, shipper's bill of lading, signed delivery receipt, and other documents required by **LAKESHORE BROKERAGE, INC.** and/or shipper. **CARRIER** agrees that it shall not bill the shipper, consignee, or any third party directly nor shall it accept payment from any shipper, consignee or any third party for providing transportation under this Agreement.

a. **QUICK PAY OPTION** – For a fee of five percent (5%) of the gross charges assessed by **CARRIER**, **LAKESHORE BROKERAGE, INC.** shall pay **CARRIER** within five (5) business days after **LAKESHORE BROKERAGE, INC.**'s receipt of **CARRIER** invoice, shipper's bill of lading, signed delivery receipt, and other documents required by **LAKESHORE BROKERAGE, INC.** and/or shipper. **CARRIER** must request Quick Pay Option through signature of Quick Pay Option on Rate Confirmation Sheet.

4. **CARRIER** shall maintain cargo insurance in the amount of \$250,000.00 to compensate **LAKESHORE BROKERAGE, INC.**'s shipper, consignee or owner of the property transported for loss or damage to property transported by **CARRIER**. **CARRIER** shall also maintain a BMC 32 Endorsement to its cargo insurance policy in the form required by the U.S. Department of Transportation in 49 CFR § 387.313. **CARRIER** agrees to furnish to **LAKESHORE BROKERAGE, INC.** a Certificate of Insurance which shall require the insurer to give **LAKESHORE BROKERAGE, INC.** written notice thirty (30) days prior to any cancellation of such cargo insurance. **CARRIER** agrees that, in the transportation of all goods hereunder, it will assume, and does assume, the liability of a common carrier for full actual loss subject to the provisions of 49 U.S.C. §14706, and 49 CFR Part 370, such liability to exist from the time of the receipt of any of said goods by **CARRIER** until proper delivery has been made. **CARRIER** shall be held liable for any and all loss, damage, or delay in the transportation of shipper or consignee's property by **CARRIER**. All matters relating to loss, damage, or delay to goods are to be handled directly between **CARRIER** and shipper or consignee.

5. **CARRIER** shall indemnify and hold harmless **LAKESHORE BROKERAGE, INC.** and its shippers and receivers from all claims for injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the transportation of the property of the shippers, and consignees hereunder. In regard to same, **CARRIER** shall maintain insurance for property damage and bodily injury in the minimum amount of \$1,000,000.00, and shall furnish to **LAKESHORE BROKERAGE, INC.** a Certificate of Insurance which certificate shall require the insurer to give **LAKESHORE BROKERAGE, INC.** written notice thirty (30) days prior to any cancellation of such liability insurance.

6. **CARRIER** shall perform its services as an independent contractor and, to the extent required by law, shall have exclusive control and direction of the persons operating the equipment or otherwise engaged in such transportation services. To the extent required by law, **CARRIER** (a) assumes full responsibility for the acts and omissions of such persons and (b) shall have exclusive liability for the payment of local, state and unemployment insurance, workers' compensation, old age respect to other social security and related protection with respect to persons engaged in the performance of such transportation services.

7. **CARRIER** shall not solicit traffic from any shipper, consignee or customer of **LAKESHORE BROKERAGE, INC.** where: (1) the availability of such traffic first became known to **CARRIER** as a result of **LAKESHORE BROKERAGE, INC.** efforts, or (2) where the traffic of the shipper, consignee or customer was first tendered to the **CARRIER** by **LAKESHORE BROKERAGE, INC.** If **CARRIER** breaches this Agreement and "back-solicits" **LAKESHORE BROKERAGE, INC.** customers, and obtains traffic from such a customer, **LAKESHORE BROKERAGE, INC.** shall be entitled, for a period of eighteen (18) months after the involved traffic first begins to move, to a commission from **CARRIER** in the amount of 25% of the transportation revenue received from such traffic.

8. **CARRIER** shall provide **LAKESHORE BROKERAGE, INC** written notice of any and all assignment, factoring, or other transfer of its rights to receive payments arising under this Agreement. All notices must be signed by both the assignee and an officer of the **CARRIER**. **ABSOLUTELY NO PAYMENT WILL BE MADE TO ANY ENTITY OTHER THAN CARRIER WITHOUT A WRITTEN LETTER OF AUTHORIZATION FROM CARRIER.**

9. The rights and obligations of this Agreement hereunder are personal to **CARRIER** and **LAKESHORE BROKERAGE, INC.** and this Agreement shall not be assignable or otherwise transferable by either party, in whole or in part, without the written consent of the other party.

10. This Agreement, and or any rate/tender sheets including any appendices hereto, constitutes the entire Agreement between the parties and may be modified only as evidenced by written Agreement and signed by the parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.

11. All notices under this Agreement shall be in writing and shall be properly given and delivered in person or sent by first class mail addressed as provided for from time to time by the parties hereto.

To **BROKER**

Lakeshore Brokerage, Inc.
Attn: Gina Valenzano
3505 East Royalton Road
Suite 175
Broadview Heights, OH 44147

To **CARRIER**

IN WITNESS WHEREOF, **LAKESHORE BROKERAGE, INC.** and **CARRIER** have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

BROKER

LAKESHORE BROKERAGE, INC.

CARRIER

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Menu 

Motor Carrier Details

US DOT:	N/A	Docket Number:	MC572806	
Legal Name:	LAKESHORE BROKERAGE, INC.			
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
3505 EAST ROYALTON RD, #175 BROADVIEW HEIGHTS OH 44147	(440) 526-1489			NO
Authority Type	Authority Status	Application Pending		
Common	NONE	NO		
Contract	NONE	NO		
Broker	ACTIVE	NO		
Property	Passenger	Household Goods	Private	Enterprise
YES	NO	NO	NO	NO
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$0	\$0		
Cargo	NO	NO		
Bond	YES	YES		

BOC-3: YES

Blanket Company: ALL AMERICAN AGENTS OF PROCESSWeb Site Content and BOC-3 Information Clarification

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Thursday , July 30, 2009 at 16:02:36

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United States Department of Transportation - Federal Motor Carrier Safety Administration

AUTO-OWNERS INSURANCE COMPANY

CONTINUATION CERTIFICATE

AGENCY 03-0903-00 DENNIS INSURANCE AGENCY INC
3505 E ROYALTON RD
BROADVIEW HEIGHTS OH 44147-2994

PRINCIPAL LAKESHORE BROKERAGE, INC.

ADDRESS 3505 EAST ROYALTON ROAD #175
BROADVIEW HEIGHTS OH US 44147


TYPE OF BOND LICENSE & PERMIT

DESCRIPTION OF RISK TRANSPORTATION BROKER - MC 572806


OBLIGEE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

BOND NUMBER	
097703 66059627	
06-30-2009 MO DA YR	06-30-2010 MO DA YR
PREMIUM TERM	
BOND AMOUNT	BOND PREMIUM
\$10,000.	

In consideration of an agreed premium payable in advance, the Bond described above is hereby continued in force for the period indicated in the premium term. Continuation is subject to the condition that the maximum aggregate liability of the AUTO-OWNERS INSURANCE COMPANY under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.



PRINCIPAL



Attorney-in-fact



FEDERAL HIGHWAY ADMINISTRATION OFFICE OF MOTOR CARRIERS DESIGNATION OF AGENTS - MOTOR CARRIERS, BROKERS AND FREIGHT FORWARDERS		DOCKET NO. <div style="display: flex; justify-content: space-between;"> MC- MC572806 </div> DATE: <div style="text-align: center;">07/09/09</div>
FULL AND CORRECT NAME OF CARRIER, BROKER OR FREIGHT FORWARDER, AND ADDRESS, INCLUDING ZIP CODE LAKESHORE BROKERAGE, INC. 3505 EAST ROYALTON RD, #175 BROADVIEW HEIGHTS OH 44147		
NAME AND TITLE OF AUTHORIZED PERSON CARRIER TELEPHONE NO. 4405261489	SIGNATURE OF AUTHORIZED PERSON <div style="text-align: center; font-size: 2em;">➔</div>	
<p><i>INSTRUCTIONS: Regulations governing the designation of persons upon whom process may be served are prescribed in 49 C.F.R. 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.</i></p> <p style="text-align: center;">NOTE: A Post Office Box is NOT ACCEPTABLE as an agent's address.</p> <p><i>FILE THE ORIGINAL signed copy with the FHWA, OMC, Licensing & Insurance Division, HIA-30, 400 Virginia Ave., SW, Washington, DC 20024. 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.</i></p> <p><i>CHANGES in designation may be made only by filing with the FHWA, 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.</i></p> <p style="text-align: center;">INDIVIDUAL DESIGNATIONS</p> <p><i>Pursuant to Section 13303(a) and 13304(a) of the ICC Termination Act of 1995, the carrier, broker or freight forwarder named above hereby designates the following named individuals upon whom service of notices by the Secretary or service of process issued by any court in any action against the carrier, broker or freight forwarder may be served in the state named. Show agent's name, address (P.O. Box NOT acceptable), City, and Zip Code for each state in which operations can be conducted.</i></p>		
ALABAMA Gerald D. Colvin, Jr. 1910 First Avenue North, Birmingham 35203	HAWAII Gareth Sakakida 2850 Paa Street, Suite 204, Honolulu, 96819	
ALASKA Rex Lamont Butler 745 W. 4 th Ave., Suite 300, Anchorage, 99501	IDAHO Don Hendriksen 4240 Bott Lane, Meridian, 83642	
ARIZONA Sandra Williams 2050 S 59 th Ave., #B, Phoenix, 85043	ILLINOIS Martin Kennedy 39 South LaSalle St Suite 1400, Chicago, 60603	
ARKANSAS Stephen Smith 1120 Garrison Avenue, Fort Smith, 72901	INDIANA Richard Trettin 6350 N. Shadeland, Suite 4, Indianapolis, 46220	
CALIFORNIA Ronald C. Chauvel 155 Bovet Road, Suite 780, San Mateo 94402	IOWA Robert Gillespie 117 Pierce Street, Suite 201, Sioux City, 51101	
COLORADO Charles J. Kimball 5400 Ward Road, Bldg III, Suite 150, Arvada 80002	KANSAS Benoit M.J. Swinnen 2913 Southwest Maupin Lane, Topeka 66614-4139	
CONNECTICUT Gregory Kimmel 9 Morgan Avenue, Norwalk, 06851	KENTUCKY William D. Kirkland 300 State Nat'l Bank Bldg., Ste. 300, Frankfort, 40601	
DELAWARE Michael Modica 715 N. King Street Ste. 300, Wilmington, 19899	LOUISIANA F.A. Courtney, Jr. Pan American Life Ctr 601 Poydras St Ste 1700 New Orleans 70130	
DISTRICT OF COLUMBIA Shaw Pittman 2300 N St NW, Washington 20037	MAINE Lawrence A. Lunn 107 Columbia St., Bangor 04401-6318	
FLORIDA Sue Dompke/National Truck Tax & Permitting 13634 Glen Harwell Rd., Dover 33527	MARYLAND Sue Lawless 1901 Research Blvd, Suite 500, Rockville 20850	
GEORGIA Christopher Meacham 5704 Veterans Parkway, Columbus 31904	MASSACHUSETTS David Belfort 24 Thorndike Street, Suite 300, Cambridge, 02141	

INDIVIDUAL (Continued)

MICHIGAN John Bryant 801 West Big Beaver, 5 th Floor, Troy, 48084	OKLAHOMA Sam G. Bratton Suite 500, 320 S. Boston Ave., Tulsa. 74103
MINNESOTA Dawn Parsons 4651 Nicols Rd., Ste. 103, Eagan, 55122	OREGON Georgene Hulbert 12164 Ehlen Rd. NE, Aurora, 97002
MISSISSIPPI Roy Liddell 300 Concourse Blvd, Suite 200, Ridgeland, 39157	PENNSYLVANIA James D. Campbell 3631 North Front Street, Harrisburg 17110-1533
MISSOURI Joseph E. Rebman 8000 Maryland Avenue, Suite 1060, St. Louis, 63105	RHODE ISLAND Frank Holbrook 122 Touro Street, Newport, 02840
MONTANA Karen Hinman 1224 Hwy 87 E., Billings, 59101	SOUTH CAROLINA Robert D. Moseley Jr. 300 East McBee Avenue, Suite 500, Greenville 29601
NEBRASKA Randy Hisey 412 7 th Avenue, S. Sioux City, 68776	SOUTH DAKOTA David B. Rose 3500 S Phillips Ave, Suite 250, Sioux Falls, 57105
NEVADA Sierra Truck Licensing 2180 Kleppe Lane #1, Sparks, 89431	TENNESSEE Marc H. Harwell 801 Broad Street, Third Floor, Chattanooga 37402
NEW HAMPSHIRE Robert J. Sculley 13 West Street, Concord, 03301-3550	TEXAS E.M. Powell 3303 Main Street, Suite 207, Houston 77002
NEW JERSEY Jerry Casser 75 Lane Road, Suite 402, Fairfield 07004	UTAH Ed Miles 1480 South Pioneer Road, Salt Lake City, 84104
NEW MEXICO Jean Rouse 5401 Cactus Ave., Roswell, 88201	VERMONT Herbert G. Ogden 76 Grove Street, Rutland, 05701
NEW YORK George Carl Pezold 120 Main Street, Huntington, 11743-6936	VIRGINIA Robert Walker 709 Old Hunt Way, Herndon 20172
NORTH CAROLINA Ann Self 1606 E. Church St., Cherryville, 28021	WASHINGTON Denise Alto 3601 W Washington Ave Suite 1., Yakima 98903
NORTH DAKOTA Leah Parmer 3739 38th St. SW, Fargo, 58104	WEST VIRGINIA Joe Boggs 1703 Woodvale Dr., Charleston 25314
OHIO Eric Beery 275 East State Street, Columbus 43215-4330	WISCONSIN Christopher Walther 241 N. Broadway, Suite 403, Milwaukee 53202-5819
	WYOMING Bert T. Ahlstrom, Jr. 1615 House Ave., P.O. Box 133, Cheyenne, 82003

BLANKET DESIGNATION

If you have made arrangements with an association or corporation to use the blanket designations on file with the FHWA, OMC, insert the association or corporation name in the following paragraph:

Pursuant to Section 13303(a) and 13304(a) of 49 U.S.C., the carrier, broker or freight forwarder named on the reverse hereby designates those persons named in the list of process agents on file with the FHWA
by

AllAmerican Agents of Process

FHWA ID# 479

3500 S Phillips Ave, Suite 250 , PO Box 1065, Sioux Falls, SD 57101-1065, Phone: (888)447-9118, Fax: (888)343-0996

and any subsequently filed revisions thereof, for the states in which this carrier, broker or freight forwarder is or may be authorized to operate, including states traversed in the course of such operations, except those states for which individual designations are named.

Form BOC-3



Lakeshore Brokerage, Inc. • 3505 East Royalton Road • Suite 175 • Broadview Heights, OH 44147
Federal ID#: 27-0163484

CREDIT REFERENCES

Charter One Bank
9243 Broadview Road, Broadview Heights, OH 44147
(440) 526-2020
Diane Vargo

Logistics Concepts, Inc.
2341 Oakwood Drive, Cuyahoga Falls, OH 44221
(330) 945-4545
Ron Klamert

Weible & Associates
3505 East Royalton Road, Suite 150, Broadview Heights, OH 44147
(440) 746-0780
Charles Weible

The Atrium 3505 LLC
3505 East Royalton Road, Broadview Heights, OH 44147
(440) 574-4788
Gerald F. Broski

TRUCKING COMPANY CREDIT REFERENCES

Chapin Logistics
39111 Center Ridge Road, North Ridgeville, OH 44039
(440) 327-1360

Jrayl Transportation
1016 Triplett Blvd, Akron, Ohio 44306
(800) 753-5050

Polaris Motor Freight Inc.
4375 Glenbrook Road, Willoughby, Ohio 44094
(800) 409-2269

AOT, Inc
1667 Creighton Ave, Akron, OH 44310
(330) 780-6635

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

			-							
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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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.