



MC # 01443212 / DOT # 3910263 Address:
478 E Altamonte Drive #108 Altamonte
Springs, FL 32701
Contact us: + 1 (407) 270-1681
Info@uniqstic.com

Welcome to Uniqstic Freight LLC.

Broker - SHIPPER AGREEMENT

AGREEMENT made on [] day of [] 20[], by and between **Uniqstic Freight LLC**. Located at 478 E Altamonte Drive #108 Altamonte Springs, FL 32701, hereinafter referred to as BROKER, and [], hereinafter referred to as SHIPPER, located at: [].

WITNESSETH:

BROKER is a licensed broker of property authorized by the Federal Motor Carriers Safety Administration License No. **MC-01443212** to arranging transportation of property for commercial shippers and receivers of property between all points in the United States, and SHIPPER, desiring to enter into a contract relationship with the broker.

NOW THEREFORE:

1. Service

SHIPPER agrees to offer for shipment and BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight. The PARTIES may, upon written mutual agreement, include additional service terms.

2. Volume

- A. SHIPPER agrees to tender a minimum of three (3) shipments per year to BROKER, and BROKER agrees to arrange for the transportation of said shipments, as well as any other shipments offered by SHIPPER. Shipper is not restricted from tendering freight to other brokers, or directly to motor carriers. BROKER is not restricted from arranging transportation for other parties.
- B. SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.



MC # 01443212 / DOT # 3910263 Address:
478 E Altamonte Drive #108 Altamonte
Springs, FL 32701
Contact us: + 1 (407) 270-1681
Info@uniqstic.com

- C. SHIPPER shall solely be responsible for packaging, loading, unloading, blocking and bracing of the shipment for safe transportation. SHIPPER shall be responsible for the proper securing and application of a high security cable or bolt type seal to the container prior to transportation. The type of seal utilized in securing the container must be agreed upon by the parties.

3. Rate and Payment

- A. BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth. Rail rates and charges are subject to arbitrary changes at the same rate of change by the railroad when supporting documentation is provided to the SHIPPER. All other rate and accessorial charge modifications must be mutually agreed upon and confirmed in writing by the Parties. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to SHIPPER and SHIPPER's payment to BROKER.
- B. Rates and charges for traffic moved under this AGREEMENT shall be as agreed to between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by BROKER and acknowledge by SHIPPER. Changes to this schedule or memorandum shall also be made in writing on mutually agreed notice time, and similarly acknowledged. This schedule shall also contain the conditions of, and charges for, any additional or accessorial services which may be required or performed.
- C. SHIPPER agrees to pay BROKER for the transportation authorized commodities under this agreement in accordance with effective schedules within fifteen to twenty (15-20) days of the receipt by SHIPPER of BROKER's invoice covering such transportation and proof of delivery documents.
- D. Discounts of freight invoice charges will not be permitted. The BROKER reserves the right to assess a service charge of \$5 for each day after a twenty (20) day period the freight invoice is not paid within the above schedule.

4. INSURANCE AND CLAIMS

- A. BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 and furnish SHIPPER with proof upon request.
- B. SHIPPER agrees that the primary insurance coverage and responsibility for loss or damage is the carrier transporting its shipments as required by the FMCSA, and that BROKER'S cargo insurance will be utilized only in case of failure of carrier's insurance.



- C. All of the rules promulgated by the FMCSA as to filing of claims and settling of claims, and all the requirements as to public liability and property damage and cargo insurance that pertain to a motor carrier should be equally applicable to the carrier on shipments moving under this agreement.
- D. The parties agree that in the event SHIPPER determines it has a claim for cargo loss or damage against the carrier, that all claims are filed and processed in accordance with 49 CFR 370. The BROKER may, as a matter of courtesy and convenience, handle claims for loss or damage against the carrier on behalf of the SHIPPER.
- E. CARRIER shall be liable to the SHIPPER for loss or damage to any property transported under this AGREEMENT. Such liability shall begin at the time cargo is loaded upon carrier's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop off. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s).
- F. All claims for loss and damage, and any salvage arising therefrom shall be handled and processed in accordance with the effective schedules within thirty (30) days of the receipt by SHIPPER of BROKER's invoice covering such transportation.
- G. BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party.
- H. The carrier shall, on each movement, issue a standard Bill of Lading, and the traffic shall move under the terms and conditions of the said Bill of Lading, which shall contain the standard provision as to the filing and settling of claims.
- I. Neither party hereto will be liable for the failure to tender or timely transport freight under this agreement if such failure, delay or other omission is caused by strikes, acts of god, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

5. HAZARDOUS MATERIALS. SHIPPER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. SHIPPER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable



MC # 01443212 / DOT # 3910263 Address:
478 E Altamonte Drive #108 Altamonte
Springs, FL 32701
Contact us: + 1 (407) 270-1681
Info@uniqstic.com

attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

6. **DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.
7. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.
8. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.
9. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and SHIPPER that BROKER is not an agent for the Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.
10. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.



MC # 01443212 / DOT # 3910263 Address:
478 E Altamonte Drive #108 Altamonte
Springs, FL 32701
Contact us: + 1 (407) 270-1681
Info@uniqstic.com

If any dispute arises about any matter covered by terms of this AGREEMENT, then the parties' recourse shall be to the judicial system, either state or federal.

This AGREEMENT is to become effective _____, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time upon not less than thirty (30) days written notice of one party or the other.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____ 20____.

BROKER: Uniqstic Freight LLC. LLC

SHIPPER: _____

BY: _____

BY: _____

TITLE: _____ FOUNDER & CEO

TITLE: _____

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.

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; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or
single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

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

Social security number

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 instructions for line 1 and the chart on page 4 for
guidelines on whose number to enter.

-								
-								
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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Date:-

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

