

# **EDDIE JAIMES TRUCKING USA INC.**

## **CARRIER SET UP**



**MC # 209880**

**Phone: 956-541-8500 Fax: 956-541-3435**

**575 FM 511 ♦ OLMITO, TX 78575**

**Send completed packets via fax or email to:**

**[accounting@eddiejaimes.com](mailto:accounting@eddiejaimes.com)**



EDDIE JAIMES TRUCKING U.S.A. INC.

575 FM 511

OLMITO, TX 78575

PHONE: 956-541-8500

FAX: 956-541-3435

## RATE CONFIRMATION AND DELIVERY AGREEMENT

To be considered for hauling Eddie Jaimes Trucking U.S.A. Freight, the following pages must be returned:

- ◆ Carrier Profile ◆ Operating Authority ◆ Proof of Insurance
- ◆ W-9 Form ◆ Eddie Jaimes Trucking U.S.A. Brokerage Agreement

**Please fax all items to 956-541-3435 or send them to  
[accounting@eddiejaimes.com](mailto:accounting@eddiejaimes.com)**

Proof of Cargo and Auto Liability insurance is required prior to hauling freight for Eddie Jaimes Trucking U.S.A. Please refer to page titled **REQUEST FOR CERTIFICATE OF INSURANCE**.

**\*This document must be sent directly from your insurance agent\***

**For billing purposes, please send all invoices to the following:**

**PLEASE SEND BILLS TO:**

**Eddie Jaimes Trucking U.S.A. Inc.**

575 FM 511

Olmito, TX 78575

**Please include:**

1. Original paperwork
2. Copy of Rate Confirmation
3. Bill of lading with proof of delivery

\*\* For Emailed Invoices, Please send all paperwork to: [accounting@eddiejaimes.com](mailto:accounting@eddiejaimes.com)

**You must notify the dispatching office if:**

1. Delay in meeting loading appointments
2. Delay in meeting delivery deadlines
3. Problems with Cargo (damages, overweight, loaded incorrectly, etc.)
4. Upon completion of unloading product

**(ALL DRIVERS MUST CALL FOR DISPATCH AND WHEN LOADED)**

***Thank you and we look forward to working with you!***



**EDDIE JAIMES TRUCKING U.S.A. INC.**

575 FM 511

OLMITO, TX 78575

PHONE: 956-541-8500

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## **REQUEST FOR CERTIFICATE OF INSURANCE**

Attention Insurance Agent: \_\_\_\_\_

Insurance Agent Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Insured Carrier: \_\_\_\_\_

Authorization to release Certificate of Insurance

Signature of Carrier: \_\_\_\_\_

Re: Carrier is Requesting a Certificate of Insurance (COI) be faxed to Eddie Jaimes Trucking U.S.A.

Dear Insurance Agent, this request is asking that you provide Eddie Jaimes Trucking U.S.A. a Certificate of Insurance per the details below:

1. Eddie Jaimes Trucking U.S.A. requires proof of insurance coverage for Auto and Cargo to the extent as indicated in their Single Point Logistics Motor Transportation Agreement:
  - Auto Liability of \$1,000,000 minimum coverage
  - Motor Truck Cargo of \$100,000 minimum coverage
    - Please specify Deductibles
    - Please specify whether cargo coverage is All Risk or Broad Form
    - If Special Form then also send a Declaration page and cargo policy copy
2. Certificate must have current Issue Date, current Effective-Expire Policy Dates, along with Policy Numbers, a Notice of Cancellation no more than 30 days and the COI must be signed by an authorized representative
3. Certificate Holder or Additional Insured should be listed as:

**Eddie Jaimes Trucking U.S.A.**

**575 FM 511**

**Olmito, TX 78575**

**Please fax signed COI to 956-541-3435**

**OR email to [accounting@eddiejaimes.com](mailto:accounting@eddiejaimes.com)**

**THANK YOU**



**EDDIE JAIMES TRUCKING U.S.A. INC.**

575 FM 511

OLMITO, TX 78575

PHONE: 956-541-8500

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**EDDIE JAIMES TRUCKING U.S.A. CARRIER PROFILE**

|                               |          |        |                                 |          |                  |
|-------------------------------|----------|--------|---------------------------------|----------|------------------|
| Full Legal Name of Company:   |          |        | Date:                           |          |                  |
| DBA:                          |          |        |                                 |          |                  |
| US DOT #:                     |          | MC #:  |                                 | FED ID#: |                  |
| Principal Owner:              |          |        | Title:                          |          | SSN:             |
| Authorized Contact:           |          |        | Title:                          |          | Phone:           |
| Physical Address:             |          |        |                                 |          |                  |
| City:                         |          | State: |                                 |          | Zip:             |
| Mailing Address:              |          |        |                                 |          |                  |
| City:                         |          | State: |                                 |          | Zip:             |
| Office Phone:                 |          |        | Cell Phone:                     |          |                  |
| Email Address:                |          |        |                                 |          |                  |
| Factoring Co:                 |          |        | Interested in Quick Pay?: Y / N |          |                  |
| Remit Payment to:             |          |        |                                 |          |                  |
| City:                         |          | State: |                                 |          | Zip:             |
| <b>ADDITIONAL CONTACTS</b>    |          |        |                                 |          |                  |
| <b>Dispatch Contact:</b>      |          |        | Phone:                          |          |                  |
| Fax:                          |          | Cell:  |                                 | Email:   |                  |
| <b>After Hours Contact:</b>   |          |        | Phone:                          |          |                  |
| Fax:                          |          | Cell:  |                                 | Email:   |                  |
| <b>Accounting Contact:</b>    |          |        | Phone:                          |          |                  |
| Fax:                          |          | Cell:  |                                 | Email:   |                  |
| <b>EQUIPMENT AND SERVICES</b> |          |        |                                 |          |                  |
| Please indicate               | Quantity | Length | Certifications                  |          |                  |
| Van                           | _____    | _____  | Yes                             | No       | Hazmat Certified |
| Reefer                        | _____    | _____  | Yes                             | No       | ACE Enabled      |
| Flatbed                       | _____    | _____  | Yes                             | No       | C-TPAT Member    |
| Stepdeck                      | _____    | _____  | Yes                             | No       | TWIC Cardholder  |
| HotShot                       | _____    | _____  | Yes                             | No       | TSA Registered   |
|                               |          |        | Other:                          |          |                  |



**EDDIE JAIMES TRUCKING U.S.A. INC.**

575 FM 511

OLMITO, TX 78575

PHONE: 956-541-8500

FAX: 956-541-3435

| <b>COMPANY REFERENCES (3 Required)</b>   |          |
|--|----------|
| Co Name:   |          |
| Phone:   | Contact: |
| # of Loads Hauled:   |          |
| Co Name:   |          |
| Phone:   | Contact: |
| # of Loads Hauled  |          |
| Co Name:   |          |
| Phone:   | Contact: |
| # of Loads Hauled  |          |
| <b>FORM COMPLETED BY</b>   |          |
| I hereby attest that the information contained on this profile is accurate and I have authorization from said company to submit information. |          |
| Print Name:  | Title:   |
| Signature:   | Date:    |



575 FM 511  
OLMITO, TX 78575  
PHONE: 956-541-8500 FAX: 956-541-3435

## QUICK PAY

Eddie Jaimes Trucking USA, Inc. offers two quick pay options. Email or fax your documents to Eddie Jaimes Trucking and it will be processed within 24 hours.

Please choose one of the following options:

- Comcheck – code issued, usually same day!  
Comcheck fees per comcheck issued:

|                   |          |
|-------------------|----------|
| \$1 - \$1,000     | \$25.00  |
| \$1,001 - \$2,000 | \$50.00  |
| \$2,001 - \$3,000 | \$75.00  |
| \$3,001 - \$4,000 | \$100.00 |
  - Check by mail – 1.5% deducted from the agreed gross amount of invoice. Please allow 5-7 business days for processing.
  - Standard Pay – No Fee 21-30 days
- Carrier needs to provide an invoice and a CLEAR signed copy of the Proof of Delivery
  - Quick pay will remain in effect on all invoices received until the carrier has notified Eddie Jaimes Trucking of any changes.

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Carrier Name

Carrier Signature

Date

All electronic faxes and scanned documents can be  
emailed to [accounting@eddiejaimes.com](mailto:accounting@eddiejaimes.com)  
Or faxed to 956-541-3435

## Request for Taxpayer Identification Number and Certification

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

|   |  |  |   |
|---|--|--|---|
| Print or type<br>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 <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><input type="checkbox"/> Other (see instructions) ▶ _____<br><b>Note.</b> 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. |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | 5 Address (number, street, and apt. or suite no.)  |  | 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 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.

|                               |  |  |  |  |  |  |  |  |  |
|-------------------------------|--|--|--|--|--|--|--|--|--|
| <b>Social security number</b> |  |  |  |  |  |  |  |  |  |
|                               |  |  |  |  |  |  |  |  |  |

**or**

|                                       |  |  |  |  |  |  |  |  |  |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  |
|                                       |  |  |  |  |  |  |  |  |  |

**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.

### 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.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | 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](http://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.

## BROKER/CARRIER Agreement for Motor Transportation

THIS AGREEMENT, (the "Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

---

(Hereinafter referred to as "CARRIER") and Eddie Jaimes Trucking USA, Inc., a Transportation BROKER, located at **575 FM 511, Olmito, TX 78575**, (hereinafter referred to as "BROKER").

WITNESSETH

1. 1) BROKER is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a BROKER, arranging for transportation of freight (except household goods) by motor vehicle (MC# 209880).
2. CARRIER is a duly licensed contract motor CARRIER operating under Docket No. MC#\_\_\_\_\_ and DOT No. \_\_\_\_\_ as issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities. For in State CARRIERS Only: CARRIER certifies that it operates under the authority granted by State of \_\_\_\_\_ under DOT Certificate Number \_\_\_\_\_.
3. CARRIER agrees to accept lawful shipments of property offered it by BROKER subject to the capacity of CARRIER'S equipment and facilities, and to transport such shipments to the destinations designated by BROKER. In the event CARRIER is unable to supply services within the time requested by BROKER, it shall so advise BROKER and arrange to provide service at a later date, or BROKER may, if it desires, elect to avail itself of the service of another CARRIER. Under such circumstances, there shall be no breach of the terms of this contract. In the event of failing to notify BROKER in a reasonable and timely manner, BROKER has the right to administer a fine for failing to pick up a confirmed load.
4. CARRIER shall not cause or permit any shipment assigned by BROKER to be brokered to or transported by any other motor CARRIER, or in a substituted service by rail or by other modes of transportation, without prior written consent of BROKER. Any violation shall be subject to nonpayment of freight charges.
5. CARRIER agrees to maintain and keep in full force and effect at its own expense a minimum of \$100,000 per vehicle cargo liability insurance with refrigeration breakdown coverage (for temperature sensitive loads) covering all goods moved by CARRIER under the terms of this Agreement. CARRIER will also maintain a minimum of \$1,000,000 per occurrence automobile liability insurance. CARRIER shall furnish to BROKER a Certificate of Insurance, evidencing said insurance coverage and naming EDDIE JAIMES TRUCKING USA INC. as a Certificate Holder on said policies.
6. CARRIER, at its own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder, shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. CARRIER, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local, State or Federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.
7. From the date of this Agreement forward, each shipment tendered to CARRIER for transportation between points of origin and destination shall be deemed to be tendered to CARRIER as a contract motor CARRIER and such shipments will be governed solely by the provisions of law applicable to contract motor carriage, as set forth in this agreement.
8. CARRIER agrees to immediately notify BROKER of any accident or event which impairs the safety of, or materially delays delivery of, goods or shipments, and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
9. CARRIER will issue and sign a standard bill of lading or receipt acceptable to BROKER and underlying shippers on acceptance of the goods and CARRIER assumes the liability of interstate common carrier from the time of receipt of said goods by the CARRIER until proper delivery is made, and such receipt or bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of the document.



All such documents shall show the actual consignor and consignee and BROKER shall appear in the "Bill To" section and in the "Special Instructions" section as being "shipped under contract authority but NEVER as the CARRIER.

10. CARRIER will bill BROKER and BROKER will pay CARRIER for freight charges payable to CARRIER on freight shipments tendered to CARRIER. CARRIER's freight charges will be based on a Rate Confirmation amount negotiated between BROKER and CARRIER on each individual shipment before CARRIER is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.
11. BROKER will bill the shipper/consignee for each shipment moved by CARRIER and payment thereof by shipper/consignee to BROKER shall relieve the shipper/consignee of any liability to CARRIER for non-payment.
12. BROKER agrees to offer for shipment and CARRIER agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during the term of this Agreement.
13. It is the intent of the parties that CARRIER shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. CARRIER agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pension, and benefits of CARRIER's employees and agents (including owner-operators) utilized by CARRIER in the performance of this Agreement.
14. CARRIER shall be liable for full actual loss resulting from loss, damage, injury, or delay on shipments transported under the terms of this Agreement. Full actual loss is the replacement cost of freight tendered to the CARRIER for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any CARRIER rates, rules, classifications, practice, schedule or tariff. CARRIER agrees to indemnify and save harmless BROKER from any and all claims of any nature whatsoever arising out of CARRIER's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of CARRIER, its employees or agents, which may occur during the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims.

CARRIER moving refrigerated commodities: 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 at least one year. Copies of these records must be provided upon request to the CARRIER'S insurance company and BROKER. 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 BROKER or the shipper for failure to do so.

15. Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any account referred to it by Broker for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of Broker's accounts. In the event that Carrier breaches this provision, Carrier shall be liable to Broker for a commission in the amount of (20%) percent of the gross revenue per load on any freight so transported by Carrier for any of Broker's accounts together with interest at the rates of (10%) per annum and all cost and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to Carrier and its officers, directors, shareholders, employees, agents, drivers, owner- operators, subsidiaries, and affiliates.
16. CARRIER must maintain a satisfactory safety rating with the FMCSA. If ever CARRIER'S safety rating becomes unsatisfactory, BROKER has the right to terminate this Agreement at will.

17. This Agreement shall remain in effect until terminated subject to the right of either party hereby to cancel or terminate the Agreement at any time upon the notification of thirty (30) days written notice of one party to the other.
18. This Agreement shall be governed by the laws of the State of TEXAS except that any statute or period of limitation applicable to interstate transportation shall apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United States Federal Court sitting in TEXAS or in any judicial district courts or county courts at law for TEXAS in connection with any suit, action, or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of CARRIER or BROKER in respect to any such suit, action or proceeding will be heard or determined only in any such court in the county of Cameron TEXAS.
19. If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.
20. CARRIER shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.
21. BROKER agrees to pay CARRIER, in accordance with the Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of CARRIER's Invoice referencing BROKER Rate Confirmation number, the original bill of lading, and proof of delivery. BROKER may withhold from compensation due CARRIER, amounts sufficient to satisfy claims for loss, damage, injury, or delay arising out of transportation of shipments under this Agreement.
22. Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, Bill of Lading or shipping document shall be confidential and shall not be disclosed by CARRIER to persons other than its officers, directors, employees, agents, attorney, accountants, and auditors. BROKER has the right at its sole and absolute discretion to disclose any such information to one or more of its vendors, customers, or consignees. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of two (2) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink signed original.

Legal Name of Carrier:

\_\_\_\_\_

Doing Business as:

\_\_\_\_\_

Signature: \_\_\_\_\_  
 Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

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

Mobile: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

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

Check one:

- Sole Proprietor
- Partnership
- Corporation
- LLC / LLP

|  |
|--|
| Received and Acknowledged by<br>Eddie Jaimes Trucking USA, Inc.<br><br>_____<br>Authorized Eddie Jaimes Trucking USA, Inc.<br>Carrier Compliance Representative<br><br>_____<br>Date |
|--|

Please review, complete, sign and return  
 to Eddie Jaimes Trucking USA, Inc.  
**FAX# (956) 541-3435**

INTERSTATE COMMERCE COMMISSION

LICENSE

No. MC 209880

ED JAINES  
d/b/a JAINES TRUCKING-USA  
BROWNSVILLE, TX

SERVICE DATE

MAY 1 1990

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE,  
Secretary.

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

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



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

# FORM BMC-85

**Filer FMCSA Account Number: 22512**

**License No. MC-209880**

KNOW ALL MEN BY THESE PRESENTS, that we, **Ed. Jaimes Trucking-U.S.A., Inc.** of 575 FM 511 Olmito, TX 78575 as TRUSTOR (hereinafter called Trustor), and **Pacific Financial Association** a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee), hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written

notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1<sup>st</sup> day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

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

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 1<sup>st</sup> day of November, 2016.


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| <p><b>TRUSTOR</b></p> <p><u>Ed. Jaimes Trucking-U.S.A., Inc.</u><br/>COMPANY NAME</p> <p><u>575 FM 511</u> <u>Olmito</u><br/>STREET ADDRESS CITY</p> <p><u>TX</u> <u>78575</u> <u>(956) 541-8500</u><br/>STATE ZIP PHONE</p> <p><u>Ed Jaimes</u> <u>President</u><br/>(type or print Principal officer's name and title)<br/>DocuSigned by:<br/><u>Ed Jaimes</u><br/>224AFC8F413247D...gnature)</p> <p><u>Jennifer Jaimes</u><br/>(type or print Witness' name)<br/>DocuSigned by:<br/><u>Jennifer Jaimes</u><br/>A1E188C4DF18490...</p> | <p><b>TRUSTEE</b></p> <p><u>Pacific Financial Association Inc.</u><br/>COMPANY NAME</p> <p><u>12707 High Bluff Dr. Ste. 200</u> <u>San Diego</u><br/>STREET ADDRESS CITY</p> <p><u>CA</u> <u>92130</u> <u>(800) 595-2615</u><br/>STATE ZIP PHONE</p> <p><u>Daniel Larson, CEO</u><br/>(type or print Principal officer's name and title)<br/>DocuSigned by:<br/><u>[Signature]</u><br/>BC0FE788CA744CB...ature)</p> <p><u>Diane K Allen</u><br/>(type or print Witness' name)<br/>DocuSigned by:<br/><u>Diane K Allen</u><br/>BC0FE788CA744CB...</p> |
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**NOTICE OF CANCELATION**

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

Date Signed \_\_\_\_\_  
Signature of Authorized Representative of Trustee or Trustor \_\_\_\_\_

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





**EDDIE JAIMES TRUCKING U.S.A. INC.**

575 FM 511

OLMITO, TX 78575

PHONE: 956-541-8500

FAX: 956-541-3435

| <b>PROFILE</b>   |   |
|--|---|
| <p><b>Incorporated: 1990</b><br/>           Type of Business: Corporation<br/>           Total Employees: 15<br/>           MC# 209880</p>   | <p><b>Year Started: 1987</b><br/>           D&amp;B: 189642374<br/>           Fed ID# 74-253962</p>   |
| <b>Locations</b>   |   |
| <p><b>Main Office:</b><br/>           575 FM 511<br/>           Olmito, TX 78575<br/> <br/>           PH: 956-541-8500<br/>           Fax: 956-541-3435</p>  | <p><b>Mission Office:</b><br/>           3805 Plantation Grove<br/>           Mission, TX 78572<br/> <br/>           PH: 956-424-3492<br/>           Fax: 956-843-4667</p>                                |
| <b>CREDIT REFERENCES</b>   |   |
| <p><b>BANK INFORMATION</b><br/>           BBVA Compass<br/>           629 E Elizabeth St<br/>           Brownsville, TX 78520<br/>           PH: 956-547-3800<br/>           Contact: Sandra Zermeno</p> | <p><b>BOND INFORMATION</b><br/>           Trustee: Pacific Financial Association Inc.<br/>           12707 High Bluff Dr. Ste. 200<br/>           San Diego, CA 92130<br/>           PH: 800-595-2615</p> |