



Henderson Trucking, LLC
Excellence in Motion

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement ("Agreement") is made and entered into as of [DATE], by and between:

- **Henderson Trucking, LLC**, a California company, with its principal place of business at P.O. Box 231461 hereafter "**Broker**", and
- _____ a _____ company or corporation, with
- **Carrier Name**
- its principal place of business at _____ hereafter "**Carrier**".

WHEREAS Broker is a freight broker that arranges for the transportation of goods by **Carrier** and

WHEREAS Carrier is an Independent Contractor that provides transportation services for goods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services

- 1.1 Broker agrees to use commercially reasonable efforts to solicit and secure freight transportation business for **Carrier**.
- 1.2 This Agreement is Non-Exclusive with respect to Broker's services for Carrier.

2. Carrier Responsibilities

- 2.1 **Carrier** agrees to provide transportation services for shipments tendered by Shipper/Consignor hereafter "Shipper" for transport. Under California Vehicle Code Section 34620-34624, the **Carrier** must operate in accordance with this Agreement and all applicable laws and regulations. Carrier and/or Shipper engage the lawful United States Standard Short Form – Bill of Lading as proof of their exclusive liability for Public and Cargo Safety, without reference to Broker.
- 2.2 **Carrier** warrants and represents that it has all necessary licenses, permits, and insurance to perform the services under this Agreement.
- 2.3 **Carrier** must carry a minimum of \$1,000,000.00 commercial automobile insurance with an admitted insurance carrier.
- 2.4 Motor Carrier shall procure and maintain in full force continuously throughout the term of this agreement, the following types of insurance:
 - -Risk Broad Form Cargo Insurance has a per-load liability limit sufficient to cover shipments with a minimum value of \$100,000.00.
 - Commercial automobile liability insurance of not less than \$1,000,000.00 per occurrence combined with a single limit for bodily injury and property damage provided by an admitted insurance company.
 - Worker's compensation insurance in an amount not less than the statutory limits for the states or provinces in which transportation and related services are to be performed, including employer's liability insurance.
 - Any other insurance coverage required by any government body for the types of transportation and related services specified in this Agreement and Amendments thereto.

2.5 **Carrier** agrees to promptly notify Broker in writing if any of said insurance is modified, in any material respect, or is not renewed. Prior to the time commodities are transported, **Carrier** shall furnish to Broker a certificate or certificates evidencing such policies and/or endorsements naming the Broker as an "additional insured" on such policies and containing a waiver of subrogation against Broker. of any changes in its operating authority, insurance coverage, or other relevant information.

2.6 **Carrier** must have their insurance representative provide Henderson Trucking, LLC with a certificate of insurance as evidence that they meet the insurance requirements, and they are to have their insurance representative provide an Additional Insured Endorsement and Certificate to Henderson Trucking, LLC naming Henderson Trucking, LLC as an Additional Insured.

2.6 **Carrier** agrees to extend credit to the Broker in the amount listed, and for transportation service outlined in the Rate Confirmation.

2.5 **Carrier** agrees that the amount listed satisfies all surcharges. Changes after consignment require the **Carrier** to immediately "NOTIFY" the Broker during the Claim, in writing or by email, so Broker may properly ADJUDICATE changed contract conditions to the Shipper on **Carrier's** behalf. Failure to notify the **Carrier** forfeits any accruing Freight Billing rights and limitations.

2.6 **Carrier** accepts the Broker credit credentials and license listed below as proof of viability to tender freight as a licensed Broker.

3. Broker Responsibilities

3.1 Broker agrees to provide **Carrier** with accurate and complete information about each shipment, including:

- Origin and destination of the shipment
- Type and quantity of goods
- Special instructions or equipment requirements
- Estimated pick-up and delivery dates

3.2 Broker will use commercially reasonable efforts to secure qualified shippers for **Carrier**.

3.3 Broker is not responsible for the creditworthiness of any shipper.

3.4 Broker declares no interest in **Carrier's** cargo, or responsibility for pick up or delivery appointments, or any control of **Carrier** personnel from beginning to end of transportation, as defined in the Rate Confirmation.

4. Rates and Payment

4.1 The rates for each shipment will be agreed upon by Broker and **Carrier** in writing prior to the shipment.

4.2 Broker will invoice the shipper for the transportation services.

4.3 Broker will pay **Carrier** within 30 days of submission of a lawful freight bill and clear proof of delivery from the shipper, minus any agreed-upon fees or deductions.

4.4 Rate Confirmation may not be terminated until satisfactory delivery of all cargo to all destinations. Failure to deliver indicates **Carrier's** acceptance of a claim against **Carrier's** insurer and form 91X.

5. Indemnification

5.1 Each party agrees to indemnify and hold the other party (including Broker and Broker's Customers) harmless from and against any and all claims, losses, liability, damages, delay, claim, fine, cost or expense, or liabilities (including reasonable attorneys' fees) arising out of or related to the performance or breach of this Agreement by Carrier, its employees or independent contractors working for **Carrier** (collectively the "Claims"), including, but not limited to, claims for or related to personal injury, (including death), property damage and Claims related to or arising out of **Carrier's** possession, use, maintenance, custody or operation of the equipment used for providing transportation services. Notwithstanding any contrary provision. **Carrier's** liability under this indemnification shall not be limited by the insurance coverage required under Section 1.A above.

6. Term and Termination

6.1 This Agreement will be effective as of the date first written above and will continue until canceled by either party in writing or by email.

6.2 This Agreement may be terminated by either party with a 24-hour written notice to the other party.

6.3 This Agreement may be terminated by either party immediately upon written notice to the other party in the event of a material breach of this Agreement by the other party that is not cured within 5 days of written notice.

7. Confidentiality

7.1 Each party agrees to hold confidential all non-public information of the other party obtained pursuant to this Agreement.

8. Entire Agreement

8.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Severability

10.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

11. Notices

11.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by overnight courier service, addressed as follows:

If to Broker: _____

Broker Name: Edward Henderson

Broker Address: P.O. Box 231461, Sacramento, CA 95823

If to Carrier: _____

Carrier Name: _____

Carrier Address _____

12. Waiver

12.1 No waiver by either party of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Print Broker Name: Edward Henderson

By: _____

Title: CEO

Print Carrier Name: _____

By: _____

Title: _____

Form W-9

(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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. <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) - - - - -	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) - - - - - (Applies to accounts maintained outside the United States.)
	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.

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.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 III, later.

Sign Here

Signature of
U.S. person

Date

General Instructions

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

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

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



Henderson Trucking, LLC
Excellence in Motion

Phone: 916-425-8255 | Edward@Hendersontruckingllc.com

CARRIER DATABASE PROFILE

Your role as a carrier for HENDERSON TRUCKING, LLC is crucial to our operations. To qualify, we require the following information, which is **mandatory** for our files and must be submitted to us via email.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Carrier Name: _____

Address: _____

Phone: _____ Cell Phone: _____

Email: _____

MC # _____ USDOT # _____ CA MC # _____

Dispatch Contact: _____ Phone: _____

After-Hour Contact: _____ After-Hour Phone: _____

EQUIPMENT:

Number of Power Units: _____ Number of Vans: _____

Number of Reefers: _____ Number of Flatbeds: _____

Other Type of Equipment: _____

Do you carry Pallets: _____ YES _____ NO

Primary Traffic Lanes (areas) _____

Thank you for your cooperation in providing this information. We look forward to working with you now and in the future.