



## Broker Packet

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**MUST BE COMPLETED AND RETURNED TO LAKSH Inc BEFORE ANY  
LOADS CAN BE TENDERED OR PAID**

Updated MARCH 20, 2015 – REPLACES ALL PREVIOUS VERSIONS  
CARRIER COPY, PLEASE DO NOT RETURN THIS PAGE



## INTRODUCTION

LAKSH INC IS A **BROKERAGE COMPANY WITH AN ABILITY TO OFFER** SERVICES FOR BROKERING FREIGHT AND PROVIDING LOGISTIC SUPPORT, DELIVERY SOLUTIONS, EXPEDITING SERVICES AND TRANSPORTATION THROUGHOUT THE 48 UNITED STATES AND CANADA. OUR STAFF IS EQUIPPED WITH EQUIPMENT READY TO MEET YOUR TRANSPORTATION NEEDS. WE BASE OUR BUSINESS ON PROVIDING THE HIGHEST INTEGRITY AND QUALITY OF SERVICE TO OUR CUSTOMERS EVERY DAY.

## ACCIDENTS ARE NOT PLAN ... SAFETY IS!

**SAFETY TAKES PRIORITY** IN EVERY ASPECT OF THE COMPANY'S OPERATIONS. WHEN DOING BUSINESS WITH Broker YOU CAN ASSURE THAT, OUR CONTINUAL FOCUS ON SAFE, RELIABLE AND ON TIME DELIVERY WILL RESULT IN MEETING OR EXCEEDING YOUR EXPECTATIONS.

## HOW CAN WE HELP WITH YOUR TRUCKLOAD BROKERAGE NEEDS...

### BROKERAGE...

LAKSH INC. BROKERAGE CAN HANDLE ALL ASPECTS OF YOUR SHIPMENTS AND SHIPPING SERVICES MANAGEMENT, FROM INITIAL SETUP TO FINAL BILLING. WE GUARANTEE **PERSONAL CUSTOMER SERVICE** - YOU WORK DIRECTLY WITH US ON ALL YOUR SHIPMENTS - AND ACCESS TO ONLY QUALITY CARRIERS THAT ARE PRE-QUALIFIED AND HELD TO THE HIGHEST PERFORMANCE STANDARDS.

- **WE PROVIDE THE INSIDER KNOWLEDGE ON THE PROCESSES THAT GET YOUR FREIGHT FROM A TO B ON TIME, SO THAT YOU CAN MAKE INFORMED DECISIONS AND MAXIMIZE YOUR EFFICIENCY.**
- **WE PROVIDE MORE WITH LESS AND STILL ASSURE YOU THE QUALITY OF SERVICE AND DEDICATION YOU REQUIRE.**
- **LAKSH INC. PROVIDES ALL THE SHIPPING AND SHIPMENT SERVICES OPTIONS THAT HELP YOU WORK EFFECTIVELY. WE KNOW HOW TO OPTIMIZE EVERY MILE ON EVERY LANE. LET US MANAGE YOUR SHIPPING COSTS WITHOUT CUTTING CORNERS.**

PLEASE [CONTACT US](#) TO INQUIRE ABOUT THE LOGISTICS, WAREHOUSING AND SUPPLY CHAIN SOLUTIONS TO YOUR TOTAL SHIPPING SERVICES NEEDS.



## CONTACTS

ACCOUNTING CONTACT	GINNY CARROLL
OPERATIONS:	MARTY COSTA
BROKER AGENT	CARLOS VALVERDE

MAIN DISPATCH OFFICE:.....877.800.6070

FAX :.....877.800.6026

SHIPPER/CARRIER RELATIONS:.....EXT 116

FAX CARRIER RELATIONS:.....877 800 6026

BROKER AGENT.....323.767.6692

### LOCATION:

LAKSH INC

266 MOBIL AVE # 218  
CAMARILLO, CA 93011

### MAILING ADDRESS:

LAKSH INC

PO BOX 3604  
CAMARILLO, CA 93010

## OPERATING & FINANCIAL INFORMATION

BROKER NUMBER.....MC-655190 - B

STATE OF INCORPORATION .....CALIFORNIA

FEDERAL TAX IDENTIFICATION NUMBER...39-2071106

DUN & BRADSTREET: 01-389-0438



## CARRIER PROFILE

DATE: \_\_\_\_\_

CARRIER NAME: \_\_\_\_\_

CARRIER ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ TAX ID# \_\_\_\_\_

SCAC CODE \_\_\_\_\_ MC # \_\_\_\_\_

DOT # \_\_\_\_\_

PLEASE CIRCLE:

HAZMAT APPROVED: YES / NO SERVICES: INTERSTATE / INTRASTATE

TYPE OF COMPANY: CARRIER / Broker / PRIVATE FLEET

EQUIPMENT: 53' VAN / 48' VAN / REEFER / TANKER / FLATBED / OTHERS \_\_\_\_\_

DOES YOUR INSURANCE COMPANY IDENTIFY ANY CARGO EXCLUSIONS? YES / NO  
IF YES PLEASE EXPLAIN:

\_\_\_\_\_

NUMBER OF POWER UNITS: \_\_\_\_\_ PREFERRED CONTACT METHOD \_\_\_\_\_

CERTIFICATION: CTPAT / FAST / SMARTWAY / UIIA APPROVED / TWIC / BONDED /

MULTISTOP / DROP TRAILERS / INTERMODAL / TEAMS / LIFT GATE / SATELLITE TRACK

PLEASE LIST THE STATES YOU DO NOT OPERATE / OPERATE ONLY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## REQUEST FOR PROOF OF INSURANCE

Carriers: Please complete this form and **fax it to your insurance agent** for timely processing

**Attention Insurance Agents:**  
We appreciate your prompt response to this important request.

AGENT'S FAX NUMBER: \_\_\_\_\_  
AGENT/INSURANCE NAME: \_\_\_\_\_  
INSURED NAME: \_\_\_\_\_  
CARRIER'S MC #: \_\_\_\_\_  
SIGN AND DATE: \_\_\_\_\_  
SIGNED BY \_\_\_\_\_  
(PLEASE PRINT)

## RE: CERTIFICATE OF INSURANCE

Attention Insurance Agent,  
Thank you for your prompt response. This fax is requesting a signed Certificate of Insurance for the above named insured. This certificate should list the insured's coverage for Workers' Compensation, Auto Liability and Cargo, **(with cargo deductibles noted)**, and should indicate whether the coverage is All Risk or Broad Form and **whether the Cargo policy contains exclusions for Refrigerated freight, electronics, hazardous materials, and any other commodity or freight types.**

Please issue the certificate to:  
**LAKSH INC**  
**266 MOBIL AVE, # 218**  
**CAMARILLO, CA 93010**

**Laksh, Inc.** must be listed as a **certificate holder** and/or additional insured, with a 30-day notice of cancellation.

Please fax the certificate to **877 800 6026**

Should you have any questions about this request, please CONTACT EXT 101.



## MOTOR CARRIER AGREEMENT

This Agreement, made and entered this \_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_ (name of company and principal address) "Carrier" herein, and Laksh, Inc., a CALIFORNIA corporation, CAMARILLO, CA (Home Office), hereinafter "Broker".

WHEREAS, Broker is a property Broker of motor carrier transportation services duly licensed by the United States Surface Transportation Board, Department of Transportation under Motor Carrier (MC) License Number 655190, issued by the FMCSA and has available from time to time various shipments requiring the service of a highway motor carrier to transport said shipments.

WHEREAS, Carrier is a highway contract carrier and is operating under duly issued authority granted to it by Permit MC \_\_\_\_\_. The agreement is for an ongoing series of shipments and is hereby: reduced to this writing; drafted in a manner to meet the distinct transportation needs of Broker acting as a Broker/shipper; shall be bilateral in nature in that it obligates both Carrier and Broker to certain performance requirements; shall cover a series of shipments over the term of this Agreement, and shall inure to the benefit of Broker's successors, assigns, parent and sub-divisions as if the same were first parties to this Agreement.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL BENEFIT AND PERFORMANCE REQUIREMENTS STATED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

### A. SPECIFIC OBLIGATIONS OF CARRIER UNIQUE TO THE REQUIREMENTS OF Broker

#### Transportation and Delivery:

Carrier agrees to transport and deliver specified commodities, in accordance with the shipping instructions issued to it by Broker, for and on behalf of various beneficial owners, and, where required, to have its driver(s) be responsible for the loading and/or unloading of all commodities tendered to it by Broker under the terms and conditions hereinafter set forth. In all instances where Carrier is not required to load or unload said shipments, Carrier shall have the duty to determine, to the extent that the Carrier would reasonably be able to ascertain, that each shipment is properly loaded and Carrier agrees to indemnify, defend, and hold harmless Broker and Beneficial Owner against all loss, cost, damage, or liability of any kind or nature arising from or as the proximate consequence of improper or unsafe loading or unloading of any shipment to the extent that this could have been reasonably ascertained through ordinary inspection and diligence. Carrier's acceptance of any shipment, or its receiving signature on the Bill of Lading, shall be conclusive that the number of pieces shown on the Bill of Lading is correct and that lading is in apparent good condition. Where Carrier receives a sealed container, Carrier shall notate "Shipper Load and Count" and seal number on the Bill of Lading. Carrier's failure to do so will make Carrier liable for loss and damage as if the container had been received without seal.

#### Rate Requirements:

The original transportation Rates hereby agreed to between the parties shall be confirmed by written Load/Rate Confirmations issued by Broker, signed by Carrier, and returned to Broker. A Load/Rate Confirmation shall be issued and executed on a load-by-load basis. The terms of the parties' Load/Rate Confirmations are incorporated herewith. In the absence of the Carrier's signature on the Load/Rate Confirmation, the Carrier's arrival at origin and/or loading of the freight at pick-up shall be deemed an acceptance of the terms stated in the Load/Rate Confirmation which represents the parties' last negotiated terms prior to such arrival and/or loading.

Rate modifications may be established in order to meet further shipping requirements, but such changes shall be in writing accomplished by the party initiating the change sending via facsimile a revised or supplemental Load/Rate Confirmation to the other party. Approval of the change shall be demonstrated by the second party initialing the change, and returning the same by facsimile to the other.

All Rates and any subsequent modifications shall be and are full-value rates. No shipment contemplated by this Agreement shall be tendered or move under a released rate value.

In addition to the Rate, which is to be an all-inclusive rate, the parties acknowledge that certain accessorial charges may arise from time to time. Unless Broker agrees in writing otherwise, Broker's standard accessorial rates published on the Load/Rate Confirmation shall apply; without regard to Carrier's own accessorial rates, which may be more or less. In the event Carrier fails to load and comes into possession of the Beneficial Owner's property, the Rate shall be void.

Carrier Initials: \_\_\_\_\_

PH 877 800 6070  
FAX 877 800 6026

PO BOX 3604, CAMARILLO, CA 93011



Broker and Carrier may agree on each shipment as to required transit time. Such agreements may make the transit time obligation less or more than "reasonable dispatch". In the absence of an agreement between the parties, the following transit time schedule shall apply:

1. On shipments moving less than 500 miles, next day delivery;
2. On shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof. (To illustrate: on a shipment moving 2900 miles, delivery shall be made in at least six (6) days). Safety on the highways is of major concern to both parties, and these transit times are compatible with the Federal Highway Administration's Safety Rules. Notwithstanding the forgoing, Carrier shall not suspend service at any time after loaded dispatch, nor delay service by stop over for any reason that would leave the Carrier's equipment (and/or the Beneficial Owner's property) unattended without adequate security as a prudent Carrier would or as otherwise required for inclusion of coverage under Carrier's primary inland marine cargo policy. Further, Carrier shall not disengage or detach Carrier's power unit from the trailer, container/chassis, flatbed or other equipment of carriage at anytime unless emergency or extenuating circumstances require the same. In the event the equipment of carriage is disengaged from or becomes detached from the Carrier's power unit, Carrier shall ensure the Beneficial Owner's property is safe and secure. In such case, Carrier's liability as receiving motor carrier shall continue and not as a warehouseman. Carrier shall not withhold delivery of any freight due to any dispute with Broker regarding freight charges or otherwise Carrier waives and releases all liens which it might otherwise have to any freight in its possession.

#### **Insurance and Safety Requirements:**

1. Carrier shall maintain Automobile Liability, Property Damage and Cargo Insurance at all times, with minimum coverage of \$1,000,000 liability auto and property damage; \$100,000 cargo insurance per incident on each vehicle; and workers' compensation insurance, unless exempt, as required by the Carrier's state of domicile. Carrier will provide Broker or its designated agent with a copy of said policies or certificates of insurance, verified by the insurer, stating the required coverage and listing any exceptions or exclusions. Certificates shall be addressed to Broker as certificate holder and shall require the insurer to give Broker ten (10) days written notice of cancellation. Without limitation, Carrier agrees to indemnify and defend Broker for any failure to maintain the aforementioned insurance or to properly notice Broker of such failure.
2. If Carrier has in place FMCSA-approved self-insurance or self-insured retention in excess of \$25,000, instead of or in addition to a deductible for all or any portion of the commercial automobile liability or cargo insurance required herein, Carrier upon Broker's request, must furnish Broker with an Affidavit of Financial Responsibility and the documents required therein prior to the effective date of this Agreement and submit such quarterly financial reports to Broker during the term of this Agreement as it might request.
3. Carrier shall comply with, and shall be governed by, all applicable provisions of the Interstate Commerce Commission Termination Act of 1995 ("ICC Termination Act of 1995"), and related laws, rules and regulations of the Surface Transportation Board and the U.S. Department of Transportation, to the extent they govern contract carriage. Carrier shall maintain all applicable Operating Permits and Licenses required under federal and state laws and regulations. Carrier represents that such permits and licenses are current and will remain valid and current for any transportation services provided under this Agreement. Carrier represents that it is and will be reasonably able to arrange all necessary equipment and properly qualified, trained and licensed engineers/pilots/drivers for the movement of Beneficial Owner's freight. Carrier's equipment shall be well-maintained, clean, empty, insect and rodent free, odor free and watertight. Carrier's equipment shall not have been used for transportation of pesticides, rodenticides, insecticides, toxic chemicals, or industrial, municipal or any type of waste, except as agreed to by Broker in writing. Carrier shall at all times comply with the Broker Carrier Safety Policy.

#### **Bill of Lading and Freight Bill Requirements:**

Freight ready for transit shall be picked up at the designated point of origin by Carrier at the time specified by Broker, and be delivered to the point of destination by Carrier as specified by Broker, in the Bill of Lading, or by other shipping documents provided at origin, including the Load/Rate Confirmation if provided on dispatch, which shall be completed upon delivery at point of destination and be deemed "Proof of Delivery". Carrier shall provide a completed Bill of Lading or Proof of Delivery and Load/Rate Confirmation in support of Carrier's Freight Bill within twenty (20) days of delivery. Each Bill of Lading and Freight Bill shall contain the PRO number (load number) assigned to each shipment by Broker at time of dispatch. Should any additional requirements of Carrier's services have been agreed, Carrier shall satisfy and document the same.

#### **Carrier shall Hold Harmless Broker and Beneficial Owner:**

Carrier agrees to comply with all federal, state, and local laws, rules, regulations, and conditions governing its activities hereunder as a highway motor carrier, and at all times to perform its services hereunder in a good and workmanlike manner in accordance with the highest standards of the trade. Carrier agrees to indemnify, defend, release, and hold Broker and Beneficial Owner harmless from and against all liability, costs and expense for loss or damage to property and/or injury to or deaths of persons (including, but not limited to, the property and employees of each party hereto) when arising or resulting, directly, or indirectly, from any acts or omissions of Carrier, its agents, subcontractors, employees, or invitees associated with or arising out of this Agreement. Carrier shall have no obligation to indemnify and hold harmless hereunder, to the extent such damages are due to the negligence of Broker or Beneficial Owner.

Carrier Initials: \_\_\_\_\_

**PH 877 800 6070**  
**FAX 877 800 6026**

**PO BOX 3604, CAMARILLO, CA 93011**

**Carrier's Cargo Liability:**

Carrier shall be liable to Broker to the extent of its interest and to Beneficial Owner for loss or damage to any property transported under this Agreement as set forth under 49 U.S.C. Section 14706, except that as stated above, NO shipment moving under this Agreement shall be for a released value. Such liability for the full actual value of loss and damage to cargo shall begin at the time the cargo is first loaded upon Carrier's equipment (or its permitted substitute) at point of origin, and continue until said cargo is delivered to the original final destination consignee, or to any intermediate stop-off party. Carrier's liability shall be for the full value of the damaged or lost items. Carrier's liability shall not be limited in anyway by limitations or exclusions of coverage in Carrier's required insurance policies set forth in Section 3 hereof.

**Broker Responsible for Documented Freight Charges/Release of Beneficial Owner, Consignor and Consignee:**

Carrier shall use such forms and keep such records of shipments as Broker shall prescribe. Broker may make shipments in the name of a third party as nominal Consignor. All shipments will be made on prepaid basis with Broker being responsible for all lawful freight charges due Carrier. Payment of Carrier's Freight Bill will be made within thirty (30) days from the date of Freight Bill, and receipt of Bill of Lading/Proof of Delivery, and Load/Rate Confirmation. Carrier shall have no lien on any shipment tendered hereunder and agrees to release and waive any claim against Beneficial Owner, Consignor or Consignee for freight charges, and agrees to seek payment for freight charges from Broker only.

Carrier shall promptly handle and resolve any claims, which are submitted by Broker or directly by Beneficial Owner, Consignor or Consignee for loss or damage to any property, which is transported by Carrier under this Agreement. Carrier shall resolve those claims pursuant to the provisions of 49 C.F.R. 370 et seq., as in effect on May 1, 2006. Within thirty (30) days of receipt of a claim, Carrier must either pay Broker the claim amount due or provide proof to Broker that it has presented a claim to its insurance company. Absent proof of the foregoing, Carrier hereby grants Broker the right to file a claim with Carrier's insurance company. Carrier shall promptly pay Broker all claim amounts due hereunder and further authorizes Broker to deduct all such amounts from any amounts owed to Carrier by Broker if Carrier fails to respond to Broker in sixty (60) days or to pay a valid claim within one-hundred and twenty (120) days.

**Broker Not Responsible for Carrier's Employees or Agents:**

It is understood and agreed that Carrier and its employees, sub-haulers, lease drivers, and the like are not employees or agents or authorized to act in any respect on behalf of Broker or Beneficial Owner. Carrier will provide adequate workers' compensation insurance for its employees in accordance with statutory limits and will have its insurance carrier maintain a copy of said workers' compensation insurance policy, or certificate of insurance reflecting the required coverage, on file with Broker at all times. Said policy shall contain a clause requiring that Broker be provided with ten (10) days written notice prior to the effective date of any cancellation or material change in policy. Carrier agrees to indemnify and defend Broker for any failure to maintain the aforementioned insurance or to properly send notice to Broker of such failure.

**Carrier Not To Subcontract:**

Carrier shall not subcontract or assign any portion of their duties to transport the shipments of freight contemplated by this Agreement. Should Carrier violate this provision, Carrier agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless Broker and/or Broker's customers from any and all freight charges claimed to owe directly to the underlying motor carrier. In the event Carrier fails or refuses to pay its subcontractor, Broker may pay the subcontractor directly without recourse. Carrier, as receiving carrier, expressly agrees that it shall have primary liability and be responsible for, and settle any cargo claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C. Section 14706.

**Operating Authority, Equipment and Drivers:**

1. Carrier will obtain and maintain in force at its sole expense any and all licenses and permits of any sort necessary for the performance of services pursuant to this Agreement. Carrier represents and warrants all such authorizations are and will remain in full force and effect throughout the term of this Agreement. Carrier will notify Broker immediately if its operating authority is revoked, suspended or rendered inactive for any reason. Carrier further represents and warrants that it has a "Satisfactory" or "Continue to Operate" safety rating issued by the FMCSA and will notify Broker in writing immediately if its safety rating is changed.
2. Carrier will provide at its sole expense all necessary facilities and motor vehicle equipment for use in performing transportation and related services to Broker's Shipper customers. Carrier will maintain such equipment in good and efficient condition.
3. Carrier represents and warrants that each driver utilized is fully qualified, properly licensed and is fully informed concerning their responsibilities for the protection and care of each load transported under this Agreement.
4. Carrier will comply with applicable federal, state and local laws, rules, regulations and ordinances relating to the services to be provided pursuant to this agreement. Carrier will pay any fine or fee imposed or assessed against the Carrier's equipment, the commodities constituting a load or the Carrier by any governmental authority as a result of any action by Carrier in the performance of services under this Agreement.

Carrier Initials: \_\_\_\_\_

**PH 877 800 6070**  
**FAX 877 800 6026**

**PO BOX 3604, CAMARILLO, CA 93011**





5. If Broker tenders a Load consisting of any "Hazardous Material" or "Hazardous Substance" as classified under applicable law and the Carrier is not duly qualified under applicable law to transport such materials, Carrier will immediately notify Broker and decline the load. If Carrier accepts any load containing any "Hazardous Material" or "Hazardous Substance", Carrier will comply with all applicable laws when performing its services under this Agreement and will meet the additional terms and conditions set forth in the Hazardous Materials Addendum shown, which, if executed and completed by the Parties, is incorporated by this reference and made part of this Agreement.

## B. SPECIFIC OBLIGATIONS OF Broker

### Series of Shipments:

1. Carrier and Broker agree that the following consideration is mutually valuable and supports this Agreement:
2. Broker shall provide to Carrier for shipment a minimum of two (2) shipments consistent with the rate requirements stated hereinabove for each year this Agreement remains in effect, and Carrier agrees to transport those shipments tendered during that period of time.
3. Broker agrees to pay Carrier for the transportation of the commodities moved under this Agreement in accord with the rate and route requirements as agreed by the parties and confirmed by written Load/Rate Confirmations, or modifications thereto. All shipments will be made on a prepaid basis with Broker as solely responsible for Carrier's lawful freight charges. Payment of Carrier's Freight Bill will be made within twenty one (21) days from the date of Freight Bill, and receipt of Bill of Lading / Proof of Delivery, and Load/Rate Confirmation.

## C. COMPLIANCE WITH STATUTORY PROVISIONS

Both parties recognize that motor contract carrier service is based on the Carrier either (1) assigning motor vehicles for a continuing period of time for the exclusive use of a shipper; or (2) providing a service designed to meet the distinct needs of a shipper. This Agreement does not contemplate the assignment of motor vehicles under continuing agreements, but the contract herein has been designed to meet the distinct need of the Broker.

The parties agree that all provisions of section (A), "Specific Obligations of Carrier Unique To The Requirements Of Broker", were negotiated and agreed upon as unique requirements of Broker and concessions by Carrier meant to serve the specific need of Broker.

## D. MISCELLANEOUS PROVISIONS

### Term and Termination:

1. This Agreement will remain in effect for an initial period of one year commencing on the Effective Date and will automatically renew for one year periods, unless written notice of intent to terminate is given at least 60 days prior to the expiration of the initial or renewal period. Provided, either Party may terminate this Agreement upon 10 days prior written notice in the event of failure by a Party to cure, to the satisfaction of the non-defaulting Party, any of the following defaults within said notice period. Defaults giving rise to a Party's right to terminate under this section are as follows:
  - i. a Party's failure to perform or comply with any term or condition of this Agreement;
  - ii. a Party admitting in writing to any Party and in any context the inability to pay its debts generally as they become due; or
  - iii. a Party becoming insolvent or consenting to the appointment of a receiver or other similar official of itself or any
  - iv. substantial part of its property;
2. Immediate and automatic termination will occur if either of the following takes place:
  - i. a Party files a petition in bankruptcy or a petition to take advantage of any insolvency act; or
  - ii. a Party makes an assignment for the benefit of its creditors or a petition in bankruptcy is filed against the Party or its adjudicated bankrupt in a court of competent jurisdiction.

### Utilization of Other Carriers; Agreement not Exclusive:

Broker shall have the right to utilize other motor carriers as necessary to ensure prompt and efficient service to its customers. Nothing contained herein or otherwise shall limit Broker's right to hire additional motor carriers from time to time as it sees fit at its sole discretion. Carrier shall have the right to accept freight tenders from other Brokers and beneficial owners as it deems appropriate. Nothing contained herein or otherwise shall limit Carrier's right to do so in its sole discretion.

### Independent Contractor Relationship:

The relationship of the Carrier to Broker shall, at all times, be that of an independent contractor. Broker expressly disavows any agency, partnership or joint venture relationship between Broker and Carrier. If requested, Carrier shall expressly confirm in writing to any third party its status as an independent contractor.

Carrier Initials: \_\_\_\_\_

PH 877 800 6070  
FAX 877 800 6026

PO BOX 3604, CAMARILLO, CA 93011



**Agreement Supersedes:**

3. This Agreement supersedes and cancels, as of the effective date hereof, all prior agreements between the parties with respect to the service to be performed hereunder. To the extent that the terms of any Bill of Lading conflict with the terms of this Agreement or Load/Rate Confirmation, the Agreement and Load/Rate Confirmation shall control.

**Governing Law:**

4. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Tennessee to the extent that such laws are not inconsistent with the applicable federal laws or regulations, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The forum in which any disputes arising under this agreement shall be brought in the courts of the State of California.

**Entire Agreement and Modifications:**

5. This Agreement shall remain in effect for a period of one year from 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 to the other, provided that upon cancellation, any transaction already in progress shall remain subject to the terms of this Agreement until completed. Should any portion of this Agreement be held unenforceable, all other provisions not found so will continue in effect.

**Back Solicitation:**

6. CARRIER shall not solicit business from any shipper, consignor, consignee or customer of Broker where: (1) the availability of such business first became known to CARRIER as a result of Broker's efforts; or (2) where the traffic of the shipper, consignor, consignee or customer of Broker was first tendered to CARRIER by Broker. If CARRIER "back-solicits" Broker's customers, and/or obtains such business, Broker shall be entitled to a commission from CARRIER equal to twenty percent (20%) of the transportation revenue received on the movement of the traffic, as liquidated damages, for a period of fifteen (15) months after the involved traffic first begins to move. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of fifteen (15) months after termination.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first herein above written.

ACCEPTED AND AGREED:

**Broker**

**LAKSH INC**

**PO BOX 3604,  
CAMARILLO, CA 93011  
877-800-6070**

MC # 655190

\_\_\_\_\_  
(Signature of Authorized Company Representative)

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

Print Name: \_\_\_\_\_

ACCEPTED AND AGREED:

**CARRIER**

\_\_\_\_\_  
(Carrier Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

MC # \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Company Representative)

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

Print Name: \_\_\_\_\_

**Please initial each page, sign where indicated on this page, and return all pages via fax to 877 800 6026**

Carrier Initials: \_\_\_\_\_

**PH 877 800 6070  
FAX 877 800 6026**

**PO BOX 3604, CAMARILLO, CA 93011**



## PAYMENT OF INVOICES

In an effort to expedite payment of invoices, the following requirements must be included on each invoice when submitted for payment:

1. **COMPANY NAME AND ADDRESS**
2. **REMITTANCE ADDRESS**
3. **INVOICE NUMBER**
4. **INVOICE DATE**
5. **INVOICE AMOUNT**
6. **CONTAINER/EQUIPMENT NUMBER**
7. **ORIGIN/DESTINATION**
8. **LAKSH PRO NUMBER OR LOAD REFERENCE NUMBER**
9. **COPY OF BILL OF LADING/POD AS REQUESTED UPON DISPATCH**

Mail copies of invoices for payment to:

**LAKSH INC**  
**PO BOX 1274, CAMARILLO, CA 93011**

Overnight deliveries of Invoices for payment mail to:

**LAKSH INC**  
**266 MOBIL AVE # 218, CAMARILLO, CA 93010**

### **Methods of Payment**

**Standard Pay** – Paid in 21 days from the date of invoice and receipt of supporting documentation.

**Quick Pay** – Paid 50% AFTER THE COMPLETION OF THE LOAD AND REST WILL BE PAID in 5 business days after receipt of invoice and supporting documentation, discounted at a rate of 3%. Quick Pay Addendum must be executed prior to payment.

If you have any questions regarding payment options, contact Carrier Relations at:

**EXT 116**



## CARRIER CONTRACT ADDENDUM LAKSH QUICK PAY

**Laksh's Quick Pay Program** is available to qualified motor carriers and establishes the payment terms applicable to invoices submitted to Broker by you for services rendered. By electing *Quick Pay*, Carrier accepts a THREE percent (3%) discount on the balance of freight invoice due Carrier in consideration of payment, less the discount, on the fifth (5th) business day following receipt of Proof of Delivery (without cargo exception) and Carrier's invoice. A legible copy of the Bill of Lading, signed by an authorized representative of the Consignee or receiver, is "Proof of Delivery". Carrier choosing quick-pay option will have option to receive 50% of the invoice bill owed after the receipt of the load delivery confirmation.

**To qualify:** Carrier must have on file with Broker a signed Motor Carrier Agreement, including this Addendum; a completed IRS Form W-9; a completed Carrier Profile; valid Certificate of Insurance naming Laksh Inc. as the Certificate Holder with a cargo limit minimum of \$100,000.00; auto liability limit of \$1,000,000.00; and meet Broker's DOT safety rating requirements. **Carrier is ineligible if Carrier "factors" or has assigned its account receivables to a third party finance company.** Carrier shall indemnify and hold harmless Broker should Carrier violate the terms of this Addendum. Carrier may be ineligible if it has Broker Authority. Brokers must have a clear credit report and must have five (5) years operating history.

INITIAL HERE \_\_\_\_\_ to elect Quick Pay

**Fax this completed and signed form to 805 987 4666 immediately to activate Quick Pay.**

**Note: Quick Pay becomes effective upon Broker's receipt of this Addendum.**

### Conditions and procedure:

1. Upon full and final delivery to the last scheduled destination, receiver, or consignee, Carrier's driver must call Broker dispatch to confirm delivery without cargo exception.
2. Within ten (10) days from the date of full and complete delivery, Carrier shall submit to Broker all Required Paperwork necessary for Broker to determine successful delivery without exception and to confirm the total charges due Carrier. **(LEGIBLE FACSIMILES ARE ACCEPTABLE PROVIDED THEY ARE FAXED TO 805 987 4666 UNLESS INSTRUCTED BY DISPATCH OTHERWISE).**
3. Upon receipt of Carrier's Required Paperwork, Broker shall then have the option to pay Carrier the balance of invoice charges, which shall not exceed the agreed charges stated in the Load/Rate Confirmation, less a four percent (4%) discount.
4. Broker's payment to Carrier shall be sent First Class United States Mail on the fifth (5th) business day following receipt of all Required Paperwork. At Carrier's option, Broker will send the payment(s) via Federal Express or other next day service PROVIDED that Carrier pays such cost.
5. Overages, Shortage and Damage ("O, S & D") loads are not eligible for Quick Pay.

This Addendum modifies the payment terms set forth in the Motor Carrier Agreement.

### AGREED AND ACCEPTED:

#### BROKER

LAKSH INC  
PO BOX 3604,  
CAMARILLO, CA 93011

877-800-6070

MC # 655190

#### CARRIER

\_\_\_\_\_  
(Carrier Company Name)

MC# \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Carrier Initials: \_\_\_\_\_

**PH 877 800 6070  
FAX 877 800 6026**

**PO BOX 3604, CAMARILLO, CA 93011**



## ELECTRONIC FUNDS TRANSFER (EFT)

TYPE OF REQUEST: (PLEASE CIRCLE)    **START EFT**                      **CHANGE EFT**

COMPANY NAME: \_\_\_\_\_

ADDRESS:                      : \_\_\_\_\_  
\_\_\_\_\_

FEIN / SSN NUMBER : \_\_\_\_\_

PRIMARY CONTACT NAME & TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_                      FAX: \_\_\_\_\_

ALTERNATE #: \_\_\_\_\_                      EMAIL ADDRESS: \_\_\_\_\_

BANK NAME: \_\_\_\_\_

ABA#: \_\_\_\_\_                      BANK ACCOUNT #: \_\_\_\_\_

NAME ON THE BANK ACCOUNT: \_\_\_\_\_

BANK CONTACT NAME: \_\_\_\_\_                      TELEPHONE #: \_\_\_\_\_

I CERTIFY THAT THE INFORMATION ABOVE IS TRUE AND CORRECT AND THAT I, AS AN AUTHORIZED REPRESENTATIVE FOR THE ABOVE NAMED COMPANY, HEREBY AUTHORIZE LAKSH INC. TO ELECTRONICALLY DEPOSIT PAYMENTS TO THE DESIGNATED BANK ACCOUNT FOR A FEE OF \$5.00 PER TRANSACTION.

**AGREED AND ACCEPTED:**

**CARRIER**

\_\_\_\_\_  
(Carrier Company Name)  
MC# \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Carrier Initials: \_\_\_\_\_

**PH 877 800 6070**  
**FAX 877 800 6026**

**PO BOX 3604, CAMARILLO, CA 93011**



## REFERENCES

**AAKAR INC  
MC # 681732  
TRUCKING COMPANY  
MARTY: 805-248-7277**

**FEDEX CUSTOM CRITICAL, INC  
KEITH  
330-612-2853**

**CITI BANK  
SWATI (MANAGER)  
CAMARILLO BRANCH, CAMARILLO, CA  
805 987 8732**

## CURRENT MOTOR CARRIERS

**Transwest  
14028 Valley Blvd  
Fontana, CA 92335  
909-587-5655  
Derek Cook**

**Aulakh Express  
P.O. Box 10194  
Fresno, CA 93745  
559-457-9775  
Barinder**

**Desert Moon Transport  
4200 E Benson HWY, A-5  
Tucson, AZ 85706  
520-664-0979  
James**