

FAIRCHILD

WWW.FAIRCHILDFREIGHT.COM

866-942-1949

Fairchild Freight LLC
23910 N 19th Ave
Building 1, Suite 2
Phoenix, AZ 85085
Phone: 866-942-1949 Fax: 602-942-3095

NEW CARRIER SET UP PACKAGE

Please complete the following paperwork.

Include a copy of:

Insurance
Authority
W-9
Completed Carrier Profile

Return to:

Fax: (602) 942-3095

Email: dispatch@fairchildfreight.com

For a list of open loads visit:

<http://www.fairchildfreight.com/CarrierCenter.html>

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KEY CONTACTS FOR FAIRCHILD FREIGHT LLC

<p>Fairchild Freight LLC Corporate Headquarters 23910 N 19th Ave Building 1, Suite 2 Phoenix, AZ 875085</p> <p>Phone: (602) 942.1949 Fax: (602) 942.3095</p> <p>Dispatch: (866) 942.1949 ext 1</p>	<p>Anchorage Terminal 1530 E 59th Ave Anchorage, AK 99507</p> <p>Phone: (907) 331.3251 Fax: (907) 770.1661</p> <p>Dispatch: (866) 942.1949 ext 4</p>	<p>Fife Terminal 4503 15th St E Fife, WA 98424</p> <p>Phone: (253) 579.1500 Fax: (253) 579.1515</p> <p>Dispatch: (866) 942.1949 ext 3</p>
<p>MATT HEROUX Director of Operations - AZ Phone: (866) 942.1949 ex 115 Fax: (602) 942.3095 Cell: (623) 824.5921 matt.heroux@fairchildfreight.com</p>	<p>CORK DAVIDSON Director of Operations - NW Region Phone: (253) 579.1500 Fax: (253) 579.1515 Cell: (253) 377.1336 cork.davidson@fairchildfreight.com</p>	<p>MIKE HILBURN Director of Business Development Phone: (866) 942.1949 ex 103 Fax: (602) 942.3095 Cell: (623) 824.5697 mike.hilburn@fairchildfreight.com</p>
<p>CHRIS RAWLS AZ Operations Manager Phone: (866) 942.1949 ex 104 Fax: (602) 942.3095 Cell: (623) 236.5182 chris.rawls@fairchildfreight.com</p>	<p>SAM HALL AZ Operations Phone: (866) 942.1949 ex 107 Fax: (602) 942.3095 Cell: (623) 466.2926 sam.hall@fairchildfreight.com</p>	<p>SHAYA CARLSON AZ Operations Phone: (866) 942.1949 ex 117 Fax: (602) 942.3095 Cell: (602) 309-3832 shaya.carlson@fairchildfreight.com</p>
<p>GRAYSON SPORTS AZ Operations Phone: (866) 942.1949 ex 120 Fax: (602) 942-3095 Cell: (602) 803-7273 grayson.sports@fairchildfreight.com</p>	<p>REYHAN ALTAY AZ Operations Admin Phone: (866) 942.1949 ex 112 Fax: (602) 942.3095 reyhan.altay@fairchildfreight.com</p>	<p>LISA Rivera AZ Operations Admin Phone: (866) 942.1949 ex 121 Fax: (602) 942.3095 lisa.rivera@fairchildfreight.com</p>
<p>JEFF SIEKMANN AZ Operations Phone: (866) 942.1949 ex 122 Fax: (602) 942.1949 Cell: (623) 523-3195 jeff.siekmann@fairchildfreight.com</p>	<p>EMILY ORZIO Northwest Operations Phone: (253) 579.1500 Fax: (253) 579.1515 Cell: (253) 753.8275 emily.orzio@fairchildfreight.com</p>	<p>TAYT LAWSON Alaska Operations Phone: (907) 331-3251 Phone: (866) 942.1949 ex 4 Fax: (907) 770.1661 tayt.lawson@fairchildfreight.com</p>
<p>MATTHEW LAWS Northwest Operations Phone: (253) 579.1500 Fax: (253) 579.1515 Cell: (253) 302.2847 matthew.laws@fairchildfreight.com</p>	<p>ACCOUNTS PAYABLE Phone: (866) 942.1949 ex 111 Fax: (602) 492.9994 ap@fairchildfreight.com</p>	<p>FOR PAYMENT SEND INVOICES / BOLS TO: Fairchild Freight LLC 23910 N. 19th AVE BLDG 1, STE 2 Phoenix, AZ 85085</p>



BROKER-CARRIER AGREEMENT

This contract is made this ___ day of _____ 20 ___, between _____ (hereinafter referred to as **CARRIER**) having Contract Authority under MC- _____ and Federal ID of _____, and FAIRCHILD FREIGHT LLC, (hereinafter referred to as **BROKER**,) under MC 538228-B, whose principal office is at, 23910 N 19th Ave Bldg 1, Ste 2, Phoenix AZ 85085.

1. **BROKER** agrees to offer for shipment and **CARRIER** agrees to transport with its own equipment at least 10,000 pounds annually or a series of shipments and such additional quantities of freight as **BROKER** may tender subject to the availability of suitable equipment.
2. **CARRIER** shall be authorized to operate as a motor carrier by the FMCSA and shall provide and maintain at its sole cost and expense insurance against liability resulting from injuries or death- of persons, and damage to property, in combined single limits of not less than \$1,000,000.00 per occurrence, and or loss of or damage to freight, in an amount not less than \$100,000.00, and any additional insurance required by applicable laws, rules and regulations. Carrier shall furnish upon **BROKER** request, a copy of each such insurance policy, and written certificates of insurance.
3. **CARRIER** shall be paid the freight charges for the transportation service to be rendered pursuant to this at the rates set forth in the Rate and Load Confirmation. **BROKER** shall send. **CARRIER** must sign and send back via facsimile to confirm Schedule, Rate and Load Confirmation. All signatures and transactions done via facsimile are deemed legal and binding.
4. The parties understand and agree that **CARRIER** is a contract or common motor carrier in interstate commerce, and is not obliged by law to file with any government agency its schedule or rates nor to adhere to any schedule filed with any government agency.
5. The Rate and Load Confirmation shall designate the procedure for billing freight charges.
6. **CARRIER**, upon reasonable demand, shall deliver to **BROKER** copies of its FMCSA Operating Authority and Certificate of Insurance, insuring Carriers liability for personal injury, property damage and loss of damage to cargo. Upon request of **BROKER**, **CARRIER** shall have its' insurance amended to include insurance of **BROKER** as its interest may appear.
7. **CARRIER**, at its sole cost and expense, shall furnish all equipment required for services hereunder and shall maintain all equipment in good repair and condition. **CARRIER**, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of **BROKER**, **CARRIER** shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation.
8. **CARRIER** will be responsible to comply with all applicable FMCSA and DOT Regulations as well as all other federal and state regulations pertaining to the operations of motor carrier.

9. **CARRIER** shall be liable for loss, damage, or delay of any shipment, and may face possible monetary charges for shipments not delivering as scheduled, while in the possession or control of **CARRIER**. **CARRIER** hereby assumes the liability of a motor carrier as provided in Section 11707 of Title 49 of the United States Code as in effect on the effective date of this agreement. **BROKER** reserves the right to deduct the full and final claim amount from the **CARRIER'S** future settlement.

10. **CARRIER** agrees to hold **BROKER** harmless from and indemnify **BROKER** from any liability resulting from the loss or damage to any freight transported by **CARRIER**, and also agrees to hold **BROKER** harmless from personal injury or property damage which may occur during the operations involved in transportation of freight.

11. **CARRIER** shall assume full responsibility for all State and Federal taxes and assessments arising out of the transportation herein required of contract motor carrier.

12. It is the intention of both parties that **CARRIER** shall be an independent contractor for all parties involved in the transportation including **BROKER**.

13. **CARRIER** agrees that under no circumstances will it communicate directly with clients referred to it by the **BROKER**. It is understood by the **CARRIER** that the provisions of this paragraph pertain to "BACK SOLICITING." The **CARRIER** hereby agrees that neither it nor anyone under its control, will approach those clients introduced to it by the **BROKER** for the purpose of selling its services directly OR accepting traffic from the client without **BROKERS** participation. It is agreed by the **CARRIER** that if such an event occurs the **CARRIER** will pay the **BROKER** a commission of 15% on all, traffic obtained as a result of BACK SOLICITATION, Said 15% commission is to continue during the period in which this agreement remains in force, and for one year after the termination of the agreement by either party.

14. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

15. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the State of Arizona; signatory has authority to bind the corporation of company.

16. Payment will be made within 30 days of receipt of all **ORIGINAL** documents including the bill of lading, unloading receipts, and receipts pertaining to any other accessorial charges that are agreed to be paid by the **BROKER** as outlined in the load confirmation.

17. This agreement shall continue in full force and effect for a period not less than five full years after **CARRIER** transports their last load.

18. By signing this contract **CARRIER** will comply with California ARB's TRU ATCM in-use performance standards for any tractor and or trailers traveling/dispatched within California highways. Any penalties obtained from non-compliance can be charged back to the **CARRIER**.

Carrier:	_____	Broker:	Fairchild Freight LLC _____
By:	_____	By:	Jason Fairchild _____
Signature:	_____	Signature:	_____
Title:	_____	Title:	President _____
Date:	_____	Date:	_____



CARRIER INFORMATION

CARRIER NAME: _____

Carrier MC#: _____ **DOT#** _____ **FED ID#** _____

Carrier Mailing Address: _____

Dispatch Phone: _____ **Fax:** _____

Contact Name(s): _____

After Hours Phone: _____ **Cell or pager:** _____

E-Mail Address: _____

Equipment Information:

Number of Tractors: _____

Number of Reefers: _____

FAIRCHILD

WWW.FAIRCHILDFREIGHT.COM

866-942-1949

INSURANCE CERTIFICATION REQUEST

INSURANCE NAME: _____

FAX#: _____ PH# _____

NAME OF YOUR INSURED: _____

Please annotate FAIRCHILD FREIGHT as a Certificate holder on your carrier's insurance policy. Fax back to: **602-942-3095**.

PLEASE ANNOTATE: **FAIRCHILD FREIGHT LLC**
23910N 19th AVE, Bldg 1, Ste 2
PHOENIX, AZ 85085

If you have any questions please call (866) 942-11949.

Best Regards,
Fairchild Freight Logistics Admin

SENT TO INSURANCE COMPANY

Date: _____ Time: _____

BY: _____

Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we
FAIRCHILD FREIGHT LLC

_____ of
Property Broker Name
23910 N 19TH AVE BLDG 1, SUITE 2 PHOENIX AZ 85085

Principal Address
as PRINCIPAL (hereinafter called Principal), and **AMERICAN ALTERNATIVE INSURANCE CORPORATION**, a
Surety Name
corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created
and existing under the laws of the State of New Hampshire (hereinafter called Surety) are held and firmly
Surety Incorporation
bound unto the United States of America in the sum of \$ \$100,000, for which payment, well and truly to be made, we bind
Bond Amount
ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of 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 FMCSA such a bond 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 therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the FMCSA, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 16 day of August, 2013, 12:01 a.m., standard time at the
Date Month Year
address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.


The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 16 day of August, 2013.
Date
Month Year

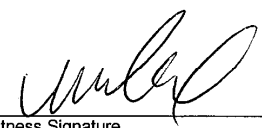
FAIRCHILD FREIGHT LLC

Principal Name (Company, Individual, etc.)


Signature


JASON FAIRCHILD
Printed or Typed Name of Signor

PRESIDENT/OWNER
Title of Signor



Witness Signature

Matt Horvath
Printed or Typed Name of Witness

AMERICAN ALTERNATIVE INSURANCE CORPORATION


MATTHEW L. ZEHNER
Attorney-in-Fact




MAYA M. MACKEY
Witness





U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
October 28, 2005

LICENSE
MC-538228-B
FAIRCHILD FREIGHT LLC
GLENDALE, AZ

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief
Information Systems Division

BPO

FAIRCHILD FREIGHT LLC FEES: Effective 1 January 2010

Owner Operators

Normal rate:

Agreed upon amount will be paid within 30 days of receipt of the **ORIGINAL** signed Bills of Lading.

Fuel Advance 3%:

A fuel advance in the amount of 40% can be made AFTER truck is loaded. A 3% fee of the gross rate applies. This includes the cost for any money transfers.

Example: Rate	= \$3,000
40% Fuel advance	-90
Advance	<u>-1,200</u>
Payment	\$1,710

Quick Pay 5%:

Payment will be mailed within 2 business days upon receipt of the **ORIGINAL** signed Bills of Lading. A charge of 5% of the agreed rate applies.

Example: Rate	= \$3,000
Quick Pay - 5%	<u>- 150</u>
Payment	\$2,850

Fuel Advance and Quick Pay 6%:

A fuel advance in the amount of 40% can be made AFTER truck is loaded. Payment will be mailed within 2 business days upon receipt of the **ORIGINAL** signed Bills of Lading. A charge of 6% of the agreed rate applies.

Example: Rate	= \$3,000
Quick Pay - 6%	- 180
Advance	<u>-1,200</u>
Payment	\$1,620

Quick Pay ACH 7%:

Payment will sent via ACH into your checking account within 2 business days upon receipt of the **ORIGINAL** signed Bills of Lading. A charge of 7% of the agreed rate applies.

Example: Rate	= \$3,000
Quick Pay - 7%	<u>- 210</u>
Payment	\$2,790

Carrier Signature: _____ **Date:** _____

References for FAIRCHILD FREIGHT LLC

Petro Card

730 Central Ave S.
Kent, WA 98032
PH#: 253-852-2777

Les Schwab Tires

22101 84th Ave So
Kent, WA 98032
PH# 253-872-8006

JJ Transportation

P.O Box 526
Outlook WA 98938
PH# 509-830-5965

Reliable Transportation

115 167th Ste E
Spanaway, WA
PH# 907-575-5735

Bank of America

6510 W Happy Valley Rd
Glendale, AZ 85310

NORTH

TRANSFER

North Transfer is a 24 door cross-dock on 2 fenced acres. Strategically located 1 mile outside the Port of Tacoma.

Consolidation	Distribution
Cross-Docking	Container Drayage
Container Stuffing	Alaska LTL (OTR)
LTL - Lower 48	Pallet Restacking



NORTH TRANSFER
4503 15TH ST EAST
FIFE, WA 98424

Call for details and pricing.

Phone: 253-579-1500

Fax: 253-579-1515

Email: dispatch@fairchildfreight.com



Phone 253-579-1500
Fax 1(253) 579-1515
4503 15th St E
Fife, WA 98424

Date: 12/4/2012

Subject: North Transfer Policies

To: Those who utilize our North Transfer Facility:

The following are a list of policies and procedures that will be followed when delivering product or trailers to the North Transfer terminal:

Equipment: Use the trailer log in the drivers lounge to log the trailer you are dropping and picking up, please note any mechanical issues that need to be addressed and email dispatch@fairchildfreight.com, For after-hours drops, use the log located in the drivers bathroom, access the bathroom using the key pad, 253 and hit enter. This will allow you access to the shower and restroom facilities as well.

All trailers dropped at the terminal must have at least ¾ tank of reefer fuel.

Bill of lading policy: Use the mailbox off the front door of the terminal when leaving loaded trailers, you will also find BOL's for loaded trailers at the terminal that carriers are picking for delivery. Please include trailer numbers with the dropped BOL's.

Appointments: All carriers coming to the terminal for cross docks must check in with an ETA and make appointments for cross docks 24 hours prior to arrival, no exceptions. Contact the terminal direct at 253-579-1500 or 253-302-2847. Filiberto Garcia can be reached at 253-324-8653 to coordinate weekend work if necessary.

Any damage to equipment (backing in to trailer etc.) must be noted. If an accident occurs, you must note this with all the above listed contact. When a cross dock is being performed, always check with the warehouse personnel.

This facility is monitored 24x7 with a video surveillance system.