

JCT LOGISTICS

A Division of John Christner Trucking

Carrier Requirements and Set up packet

To become an approved carrier for JCT Logistics, please return by fax the following:

- Current insurance certificate naming JCT Logistics as additionally insured, \$1,000,000 liability, \$100,000 cargo and proof of worker's compensation coverage or proof of exemption
- Signed broker/carrier agreement
- Copy of your company's W9 form
- Completed carrier profile, be sure to list mailing address for remittances. Be sure to list the number of trucks and trailers and description of trailers.
- Copy of your operating authority

Upon receiving the above information, dispatch may then show you as approved carrier and begin to tender freight to your company.

**FAX TO 918 248 3078 or email to;
brianford@johnchristner.com**

**Thank you,
JCT Logistics**



JCT LOGISTICS, INC.
19007 W HWY 33/PO BOX 1900
SAPULPA, OKLAHOMA 74067

Phone: 866 775 1358

918 227 6669

Fax: 918-248 3078

E-Mail: brianford@johnchristner.com

Carrier Profile

Company Name as listed on Authority _____

Physical address _____

Mailing address if different _____

Contact name(s) _____

Phone number(s) local and wats _____

Fax Number for receiving load confirmations _____

Email _____

Insurance info

Please fax a copy of certificate to 918 248 3078 naming JCT Logistics, PO Box 1900, Sapulpa OK, 74067,
As certificate holder.

Requirements, 100,000 cargo, 1000,000 general liability, Proof of Worker's Compensation Insurance or proof of exemption.

Exceptions will need approval.

Number of power units _____ flatbeds _____ stepdeck or loby _____

Reefers _____ 48? ___ 53? ___ Air ride? ___ temp range _____

Teams _____ Incab communication _____



JCT LOGISTICS
19007 W HWY 33/PO BOX 1900
SAPULPA, OKLAHOMA 74067
Phone: 918 227 6630

Or

866 775 1358

Fax: 918-248 3091

E-Mail: brianford@johnchristner.com

Broker/Carrier Agreement

This agreement shall govern the service provided by _____, licensed motor carrier pursuant to Docket No. _____ (hereinafter referred to as Carrier") and JCT Logistics. (hereafter referred to as Broker"), a licensed property broker pursuant to Docket No. MC-435683. This agreement is entered into on this date _____.

1. **Relationships.** Broker is an agent authorized by its customer's to negotiate and arrange for transportation of their shipments in interstate commerce. Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation sheet (s) subsequently incorporated by reference with this agreement.
2. **Payment.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's load confirmation sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as agent for shipper. Payment terms shall be thirty (30) days from receipt. Carrier agrees that it shall not bill the consignor/consignee or any third party directly nor shall it accept payment from any consignor/consignee or any third party for providing transportation under this agreement. Broker reserves right to deduct from payment penalties for service failures resulting from carrier neglecting to notify broker of delays in transit. Penalties of \$50.00 increments apply.(see load confirmation sheet)
3. **Warrants.** Carrier warrants to Broker (and its shippers principals) that it meets the following criteria
 - (a) Carrier shall maintain all risk cargo insurance in the amount of no less than (\$100,000) per shipment.
 - (b) Carrier shall maintain public liability insurance in the amount of not less than (\$1,000,000) as required by federal regulations (BMC-91 on file)
 - (c) Carrier shall maintain workers compensation insurance as required by law.
 - (d) Carrier shall agree to provide certificates of insurance upon request
 - (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services.
 - (f) Carrier shall be in compliance with all applicable laws.
4. **Governing Rules.** The following rules shall apply:
 - (a) The terms of the uniform straight bill of lading.
 - (b) Standard claims rules otherwise applicable to common carriers (49 C.F. R. 370).
 - (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. 14706).
 - (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement.
 - (e) Claims will be filed with carrier by Shipper.
 - (f) Broker's customer is the third party beneficiary of this agreement.
5. **Shipping Document Execution.** Carriers are to be named on the bill of lading as the "carrier of record." Broker shall be shown as the third party payer of all freight charges.
6. **Indemnification.** Carrier agrees to indemnify and hold Broker and it's customers harmless from any claims or loss arising out of any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided her under.
7. **Law and Integration.** This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. Oklahoma law, venue and jurisdiction shall apply.
8. **Duration.** This agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled. Either party may terminate this Agreement upon ten (10) days written notice.
9. **Solicitation.** Carrier agrees to not solicit any customer of Broker, either directly or indirectly. As liquidated damages, Carrier agrees to pay a twenty percent (20%) commission on all traffic handled by customers first introduced to carrier by Broker for a period of one (1) year following cancellation of this agreement.
10. **Validity.** If any provisions of this agreement are held to be invalid or unenforceable under present or future laws effective during the term thereof, such provisions shall be fully severable and the provisions shall be construed as never having been comprised as a part of the agreement.

JCT Logistics

Broker

Carrier

BY: _____
Brian ford

BY: _____
Authorized Signature
Sign and fax back to 918 248 3078

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Highway Administration, 400 7th St, SW, Washington, DC 20590.

B.M.C. 84
(10/98)

Approved by OMB
2125-0570
Expires 11/30/2001

FILER FHWA
ACCOUNT NO. _____

License No.
MC - 435683

Bond No: 8158483

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

Three Diamond Leasing & Logistics, Inc.
d/b/a JCT LOGISTICS

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

(Name of Property Broker)

of P.O. Box 1900 Sapulpa, OK 74067
(Street) (City) (State) (Zip Code)

as PRINCIPAL (hereinafter called Principal), and XL SPECIALTY INSURANCE COMPANY
a 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 ILLINOIS (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind 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 Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration 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 Federal Highway Administration, 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 Federal Highway Administration, 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 Federal Highway Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 9th day of September, 2002, 12:01 a.m., standard time at the 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 Federal Highway Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. 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 FHWA 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 9th day of September, 2002.

PRINCIPAL

Name Three Diamond Leasing & Logistics, Inc. d/b/a JCT LOGISTICS

By [Signature]
(Signature & title)

SURETY

XL SPECIALTY INSURANCE COMPANY

[Signature]
Darlene Turjman

Witness [Signature]
Gail A. Barraza

[surety seal]



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
September 13, 2002

LICENSE

MC-435683-B

THREE DIAMOND LEASING & LOGISTICS, INC

D/B/A JCT LOGISTICS

SAPULPA, OK

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 that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems



BANK & TRADE REFERENCES

BANK REFERENCE

F&M BANK & TRUST COMPANY
PO BOX 4500
TULSA, OK 74159-0500
PHONE: 918-744-1330
CONTACT: JOHN PIXLEY
ACCOUNT: 0310018

TRADE REFERENCES

TULSA PETERBILT
PO BOX 9715
TULSA, OK 74157
PHONE: 918-446-3307

MILEAGE MASTERS
PO BOX 700390
TULSA, OK 74170-0390
PHONE: 918-585-8251

OKLAHOMA TRUCK SUPPLY
PO BOX 58210
TULSA, OK 74158-1210
PHONE: 918-584-4618

UNIVERSAL MOTOR OILS
PO BOX 2920
WICHITA, KS 67201
PHONE: 316-832-0151

OTHER

DUNS: 17-411-8190
ICC: MC192518



TRANSPORTATION TRADE REFERENCES

ARROW TRUCKING CO
PO BOX 3570
TULSA, OK 74101
918 445 5700 EXT. 2342 Calvin Haley

SCOTT DAUGHERTY TRUCKING
2775 WEST CO RD 650 N
ORLEANS, IN 47452
812 865 3022

FINK TRANSPORTATION
RT 1, BOX 145
COFFEYVILLE, OK 74072
620 336 2846 Attn Jeff Fink

PANTER BROS TRUCKING
805 HENLEY
MIAMI, OK 74354
800 524 5520

TRANSGURU TRUCKING
1710 ERICKSON CIRCLE
STOCKTON, CA 95206
559 338 3243 Attn Chris or Jessie

TPG
5066 HWY 34 SOUTH
GREENVILLE, TX 75402
903 883 2022 ATTN Joy or David