









### Welcome to the Jones Motor Group, Inc.

To become an approved carrier, we require the following information:

- CONTRACT must be signed as is and dated
- **AUTHORITY** copy of the original and any re-entitlements
- W9 fill out the form and sign it
- CARRIER PROFILE fill out the form
- CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (CT-PAT)
   If CT-PAT certified, please include a copy of your certificate or letter of certification. If not certified, fill out and return the attached form
- CARGO & LIABILITY INSURANCE please send form to your insurer and have them fill out form and fax to us
- FACTORING COMPANY If you are with a factoring company, we must have a
  letter signed by both a representative of the factoring company and the carrier.
  Your billing invoice should be stamped with the factoring information
- **QUESTIONS:** Please contact us today at: 610-948-7900 x 7331 or 7335 PLEASE NOTE: All of the above information must be in the same name.

EMAIL COMPLETED INFORMATION TO: <a href="mailto:carrierapps@jonesmotor.com">carrierapps@jonesmotor.com</a> or FAX TO: 866-893-3491

# **CARRIERS... TO EXPEDITE PAYMENT** - when you bill us, please include the following with your bill:

- Bill of Lading and Proof of Delivery
- Copy of Rate Agreement that shows our load/pro number
- Your Billing Invoice

### Completed load paperwork can be:

EMAILED TO <a href="mailto:mypay@jonesmotor.com">mypay@jonesmotor.com</a>

FAXED TO: 610-495-6516; or

MAILED TO: Jones Motor Group at PO Box 137, Spring City, PA 19475

Thank you for choosing to do business with Jones Motor Group

### CONTRACT CARRIER AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_, USDOT# \_\_\_\_\_ a licensed motor carrier ("Carrier") and Jones Motor Co., Inc. (USDOT 113459); Hot Shot Express, Inc. (USDOT 269495); Jones Motor Logistics, Inc. (MC 160611); and Jones Express, Inc. (DOT 308155) hereinafter referred to as "Broker."

1. Broker agrees to tender to Carrier a series of shipments for movement, and Carrier warrants that all shipments undertaken are within its scope of authority and further agrees to transport the tendered shipments promptly and efficiently, subject to the terms and conditions specified herein to meet the distinct needs of the Broker.

2. This Agreement shall govern all shipments arranged for by Broker as a property broker and tendered by it to Carrier for transportation by Carrier. This Agreement shall be effective one year from the date of execution and shall automatically renew on the anniversary date unless

canceled by either party in writing on 60 days notice.

3. It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that Carrier shall be free to accept freight for transportation from shippers other than Broker and that Broker shall be free to tender freight for transportation to carriers other than Carrier, so long

- transportation from shippers other than Broker and that Broker shall be free to tender freight for transportation to carriers other than Carrier, so long as Carrier is not in violation of Paragraph 12 of this Agreement.

  4. (a) Carrier shall maintain Comprehensive General Liability Insurance including blanket contractual coverage, for bodily injury and property damage in a minimum policy limit per occurrence of One Million Dollars (\$1,000,000.00) or such greater amount as may be required of Carrier, in general or for a shipment in particular, by applicable Authorities. Carrier shall maintain at least One Million Dollars (\$1,000,000.00) Automobile Liability Insurance, including blanket contractual coverage, for bodily injury, including death, and property damage or such greater amount as may be required in general or for a specific shipment, by the applicable Authorities. Such policies (Comprehensive General Liability and Automobile Liability) shall provide coverage with respect to any and all liability for personal injury, including death, and property damage arising out of Carrier's commercial activities related to this Agreement or the ownership, maintenance, use or operation, including loading and unloading, of the Equipment operated by Carrier under this Agreement. The policies provided under this provision shall be in the form required by 49 U.S.C. §13906(a) and 49 C.F.R. §387 and shall have no exclusions or restrictions that would not be accepted by the FMCSA for a filing under the requirements of those sections. In no event shall Carrier accept, transport, or continue to transport a shipment unless it has a valid and effective form MCS-90 issued to it sections. In no event shall Carrier accept, transport, or continue to transport a shipment unless it has a valid and effective form MCS-90 issued to it in its possession and a copy has been provided to Broker. Broker will be included as an additional insured as well as a Certificate Holder on said insurance.
- (b)Carrier shall maintain all risk broad form motor truck cargo legal liability insurance in an amount not less than One Hundred Thousand Dollars(\$100,000.00) per occurrence. The policy provided under this provision shall have no exclusions or restrictions of any type that would preclude coverage related to cargo claims. Broker will be included as an additional insured as well as a Certificate Holder.

(c)Carrier shall maintain workman's compensation insurance as required by state law in connection with its transportation operations and

services under this Agreement.

(d)Carrier shall furnish to Broker written certificates obtained from Carrier's insurance provider naming Broker as an additional insured and showing that such insurance has been procured, is being properly maintained, a list of the exclusions, the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to Broker at least thirty(30) days prior to such cancellation or modification.

(e)Carrier shall cause each subcontractor employed by Carrier with respect to this Agreement to purchase and maintain liability insurance of the minimum type specified above. When requested by Broker, Carrier will furnish copies of the certificates of insurance evidencing coverage for each

subcontractor.

5. Broker agrees to pay Carrier for the transportation of freight moved under this Agreement at a rate mutually agreed upon in writing, by fax, or by electronic means, contained in Broker's Load Confirmation Sheet(s). Said Load Confirmation Sheet is to be signed by both parties.

Payment to the Carrier by the Broker shall prevail as the Contract rate of charge, and undercharge claims will not be honored unless presented

within 60 days of the date of payment.

While the Parties may enter into other agreements, this Agreement shall prevail and control.

6. Broker and Carrier agree that this written bilateral contract is made in accordance with 49 U.S.C. §14101(b). Carrier hereby expressly waives any and all rights and remedies that Carrier may have under Part B of Subtitle IV (49 U.S.C. §13101 through 14914) that are contrary to specific provisions of this Agreement, provided, however, that nothing in this Agreement shall be construed as waiving any provisions governing Carrier's

provisions of this Agreement, provided, however, that nothing in this Agreement shall be construed as waiving any provisions governing Carrier's compliance with all statutory regulation, insurance and/or safety fitness requirements relative to motor carriers, such as Carrier. Broker expressly reserves all rights and remedies of Broker, Shipper or customers of shipper as set forth in 49 U.S.C. §14101(a), 14701 and 14704, inclusive. The fact that Carrier may provide common carrier services as part of its overall operations, and maintain schedules, rules, rates and charges relative thereto, shall have no applicability to the contract relationship between the parties created hereunder.

7. Carrier shall comply with all federal, state and local laws, including but not limited to, laws governing the safe operation of commercial vehicles, employment laws, occupational safety laws, workman's compensation law, and all federal, state and local laws. Carrier warrants that its equipment is maintained in good order, and is suitable for the transportation of the shipments tendered to it. As an independent contractor, Carrier agrees to defend, indemnify and hold harmless Broker and its customers from and against all fines or penalties and liabilities resulting from Carrier's failure to comply with such laws, rules, regulations, or ordinances. The parties agree that this Agreement is not intended to create a joint venture or an employment relationship. At all times hereto, the parties agree that the relationship between Carrier and Broker is that of an independent contractor.

8. Double brokering or rebrokering of any freight tendered to Carrier is strictly prohibited, unless agreed to in writing by Broker prior to rebrokering. Any bill for freight that is double brokered or rebrokered without prior approval will be void and will not be paid. In the event that Carrier rebrokers freight tendered to it by Broker, without Broker's consent, Carrier shall remain liable for the freight and any associated damages with the movement of

of the freight as stated in Paragraph 9 of this Agreement.

9. As required by law and regulations, the Carrier shall issue a Uniform Straight Bill of Lading to the Shipper, and the traffic shall move under the terms and conditions of the said Bill of Lading. Where there is a conflict between the Bill of Lading and this Contract, the provisions of this Contract shall prevail. Carrier shall issue all Bills of Lading in its own name and shall be liable to the owner of the freight for the actual loss and damage to that freight transported under this Agreement, while in the care or custody of the Carrier subject to the requirements of 49 U.S.C. §14706. All claims for loss, damage and/or salvage shall be handled and processed in accordance with the regulations of FMCSA as published in 49 C.F.R. §370.

It is agreed by the parties that Broker may offset any freight invoices for any loss, damages, pallet charges, cargo claims, or any other chargers that are caused by the acts or omissions of Carrier in its performance under this Agreement.

Claims liability and payments are the responsibility of Carrier. Carrier will make prompt payment of all claims for damage. Upon receipt of a claim for loss or damage to cargo or losses or damages arising out of Carrier's transport of cargo, Carrier will acknowledge receipt of the claim within 15 days and will remit payment for claims for damage to the shipper within 30 days of the date of the claim. If the terms, conditions, or provisions of the bill of lading or any other shipping form utilized shall be in conflict, this Agreement shall govern.

10. Carrier agrees to defend, indemnify and hold Broker harmless from any and all demands, suits, claims and damages, including punitive damages, however caused, arising out of the execution or performance of work or any undertaking of Carrier pursuant to this Contract and whether caused by or arising from the sole or contributing fault or negligence or strict or vicarious liability of Broker or Carrier, including, but not limited to, indem

Page 1 of 2

driver, helper or passenger in connection with the operation of the equipment utilized herein or the work performed by the Carrier, including the payment by Carrier at Carrier's sole expense of any wages, workman's compensation benefits, medical or death benefits or expenses, unemployment compensation benefits, as well as any additional benefits paid under "No Fault" and "Personal Injury Protection" laws in any state;

payment by Carrier at Carrier's sole expense of any wages, workman's compensation benefits, medical or death benefits or expenses, unemployment compensation benefits, as well as any additional benefits paid under "No Fault" and "Personal Injury Protection" laws in any state; oftor any bodily injury, including death, property damage, or cargo damage or loss, fines and penalties, citations, pollution, or damages of any kind, including punitive damages arising out of the maintenance, use, or operation of the motor vehicle equipment utilized by Carrier herein, and d)for any loss or damage sustained by Broker or Broker's customer as a result of the sole, joint or contributory negligence, incompetence, or dishonesty of Carrier or Carrier's agents or employees. Carrier shall pay all costs, expenses, and attorney's fees that may be expended or incurred by Broker in remedy of Broker against the Carrier or in any litigation brought against the Broker because of any act, undertaking or omission of Carrier under or pursuant to this agreement. Broker agrees to indemnify, hold harmless and defend Carrier for losses from injury or damages to any agent or employee of Broker or any equipment or property of Broker while acting in the capacity of Broker and whether caused or arising from the sole contributing fault or negligence of Broker pursuant to this Contract.

11. Carrier will bill charges for transportation services directly to Broker and Carrier shall provide Broker with an original signed Bill of Lading and Delivery Receip! (or certified copy of same), plus a copy of the signed rate addendum in order to receive payment. Carrier must invoice Broker with the original Bill of Lading and Proof of Delivery within 60 days or forfeit payment.

Carrier agrees to look solely to Broker for any payment of freight and other charges owing it. Carrier agrees that its sole recourse in the event of nonpayment shall be against Broker: a customer of payment. Support and protect Broker's customers for payment of the payment. Carrier expres were or are collected.

were or are collected.

13. The relationship of Carrier to Broker shall, at all times, be that of an independent contractor, except that Broker shall be the agent for Carrier for the collection and payment of charges to Carrier. The Carrier authorizes Broker to invoice the customer, a consignee, or consignor, for freight charges on behalf of the Carrier and agrees that Broker, as their customer, is solely responsible for payment of all charges to the Carrier, subject to the provisions of Paragraph 10 of this agreement.

14. Carrier shall not withhold any Freight of Broker or Broker's customers on account of any dispute as to the rates, or any alleged failure of Broker to pay charges incurred under this Agreement. Carrier hereby waives and releases all liens that Carrier might otherwise have to any Freight of Broker or Broker's customers in the possession or control of Carrier. In the event Carrier breaches this term, Broker shall be entitled to fees and expenses associated with the recovery of the freight held as well as any damages to freight caused by the wrongful withholding, including but not limited to delay damages and spoilage.

expenses associated with the recovery of the freight held as well as any damages to freight caused by the wrongful withholding, including but not limited to delay damages and spoilage.

15. The provision of this Agreement shall be binding upon and ensure directly to the benefit of the parties hereto and the consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them. 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.

16. In addition to Confidential information protected by law, statute or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, amounts of freight charges paid, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

used for any reason without prior written consent.

17. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the Laws of the Commonwealth of Pennsylvania. Any litigation arising out of or as a result of this Agreement shall proceed in a federal or State court of competent jurisdiction sitting in

and for the Commonwealth of Pennsylvania.

18. This Agreement shall be deemed to be effective on the date above and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This Agreement shall be effective continuously until cancelled by written notice by either party having given notice to the other as stated in Paragraph 2 of the Agreement, at the address provided below.

Carrier:	Broker Named Above		
Address:	654 Enterprise Drive		
	Limerick, PA 19468		
Fax:	Fax: 866-893-3491		
For the Carrier:	For the Broker:		
Ву:	Du Made		
Authorized Signatory	By:Authorized Signatory		
Print Name:	Print Name: Ken Lacey		
Its:	Its: Vice President of Safety and Risk Management		



### Customs Trade Partnership Against Terrorism (CT-PAT)

For loads to Canada through U.S. Custom or for hauling Hazmat freight

Customs Trade Partnership Against Terrorism (CT-PAT) is a joint government-industry initiative, primarily directed at companies that participate in international trade and transportation to enhance supply chain and U.S. Border Security. One important component of CT-PAT is an effort to promote closer cooperation among service providers enhancing their mutual security arrangements. If your company is not currently involved, we would like to encourage you to become a partner with U.S. Customs. As part of our certification, the program requires that we develop and maintain information on our business providers. Please complete the form below and return to our office by fax at 866-893-3491. Should you have any questions, please call 610-948-7900 Ext. 7331

Are you CT-PAT certified?		Yes	☐ No	Applyin
If not a CT-PAT approved Ca Please check all that apply	rrier, please comple	ete the	following c	hecklist.
Are your drivers required to:  call into Shipping personnel upon obey all Shipper's rules while or never leave their vehicles unatted unauthorized cargo is placed into make sure all shipping paperwo ensure loaded vehicles are within	n arrival and providence premises? Inded during loading either his tractor of the matches loaded	g proce or traile cargo?	ess and to i	make sure no
Ana vasus daivana	<u>IN TRANSIT</u>			
Are your drivers  required to advise Dispatch of the forbidden, subject to possible te to their load, route or delivery so required to report to Dispatch are required to park equipment in sawhen possible park against wall required to keep tractors and traction prohibited from parking in unaut dispatch approval?	mination, from disc hedule with anyone y suspicious activit fe, well lit areas de or fence? ilers locked at all tir	cussing e other ty? esignate mes wh	any inform than comp ed for truck ille in trans	any officials? parking and it
required to do check calls every required to cooperate fully with i required to make all efforts to avaction, in their judgment, jeopard required to contact local police in hijacking or attempted hijacking	nvestigations condu oid stopping if a hij dizes their personal nmediately when p	ucted b jacking I safety oossible	y any gove is attempte if they are	ed unless such involved in a

### ARRIVING AT STOP OFF OR DESTINATION Are your drivers required to: notify appropriate receiving personnel and to comply with receiving company's onsite rules upon arrival at destination?. report immediately any type of cargo overage, shortage or damage to Dispatch which will notify the U.S. Customs Service? immediately seal the trailer when it has been unloaded and call dispatcher for instructions? report any suspicious shipper paperwork or behavior to Dispatcher, which will immediately report to U.S. Customs Service. **TERMINAL TO TRUCK COMMUNICATION** Are your drivers required to at all times (24/7) have a means of communication with Dispatch such as a cell phone? Is your Dispatch required to immediately investigate when a driver misses a check call and if matter is not immediately resolved, report the event to the U.S. Customs Services and local police immediately? PHYSICAL SECURITY Are your drivers required to: pass a background investigation as required by state and federal law? possess a TWIC card if they pick up loads at a United Stated port? sign trailers in and out when picking up or dropping off trailers? Do you require: all drivers to carry Company provided photo ID for the purposes identification when hauling any load that crosses a United States border? all equipment yards to be fenced and lit at night? signs be posted at all carrier facilities regarding zero tolerance of illegal drugs? all personnel files containing complete identification information be kept at the main corporate facility? has been established as the contact person for Carrier in the event any search of Carriers trailer by U.S. or Canadian Customs, the FMCSA, or any other government entity is required. Carrier Carrier Representative Signature

All of the above information has been reviewed by Carrier and the answers provided are true and correct.

Print Name

Title











# CARRIER PROFILE Please fill in the following information

Date:
Carrier Name
Address
street address city, state, zip
Phone Fax
E-mail address
Contact person
FID# or SS#
US DOT # ICC #
<u>EQUIPMENT</u>
Number of Power Units
Number of trailers Flat Van Reefer Auto Carrier
<u>DRIVERS</u>
Number of Hazmat Certified Drivers Number of Drivers with TWIC Cards
COMMUNICATIONS
During what hours can we contact dispatch?
Special phone number for night/weekend?
How do you communicate with your drivers? Satellite Cell Phone Pager Phone Other
Jones Motor Group agent that you are loading for:
Agent Name Phone
Agent Address
City & State
Additional Information:

# This form for use only when Rapid Pay Option is elected.

Carrier hereby elects to participate in our Jones Advantage Rapid Pay Program and authorizes Jones to <u>deduct 3%</u> from the net revenue of each load Carrier hauls for any of the Jones Motor Group companies.

By executing this Appendix "A", I certify that I am the Owner or Authorized Representative of the Carrier.

Ву:	Authorized Signatory	Ву:	Authorized	Signatory
lts:		Its:	Vice Pr	esident of Safety and Risk Management
Print Nam	e:	Prin	t Name:	Ken Lacey
Date:				
Witness:	Signature of Witness			
F.I.D. #		or	SS #	
	APP JONES CARRIER / PAYMEI	٩D١		AGE RAPID PAY
	Carrier Namo			Carrier Address



## Request for Taxpayer Identification Number and Certification

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

internar	evenue del vide					
	Name (as shown on your income tax return)					
ge 2.	Business name/disregarded entity name, if different from above					
pa	Check appropriate box for federal tax					
uo <b>s</b>	classification (required): Individual/sole proprietor C Corporation S Corporatio	n Partnership Trust/estate				
Print or type See Specific Instructions on page	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Exempt payee					
ri S	Other (see instructions) ▶					
ு ஜ் ∤	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)				
ခွ						
See <b>S</b>	Dity, state, and ZIP code					
	ist account number(s) here (optional)					
Par	Taxpayer Identification Number (TIN)					
	our TIN in the appropriate box. The TIN provided must match the name given on the "Na	me" line Social security number				
to avoi resider entities	backup withholding. For individuals, this is your social security number (SSN). However, alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For or it is your employer identification number (EIN). If you do not have a number, see <i>How to</i>	r, for a ther				
TIN on	page 3.					
	the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer identification number				
numbe	to enter.					
Part	I Certification					
Under	enalties 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				
Ser	not subject to backup withholding because: (a) I am exempt from backup withholding, cice (IRS) that I am subject to backup withholding as a result of a failure to report all interinger subject to backup withholding, and					
3. I an	a U.S. citizen or other U.S. person (defined below).					
Certification because interest general	ation instructions. You must cross out item 2 above if you have been notified by the IR e you have failed to report all interest and dividends on your tax return. For real estate trapaid, acquisition or abandonment of secured property, cancellation of debt, contribution y, payments other than interest and dividends, you are not required to sign the certifications on page 4.	ansactions, item 2 does not apply. For mortgage ns to an individual retirement arrangement (IRA), and				
Sign Here	Signature of U.S. person ▶	Date ►				

### **General Instructions**

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

### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

### Priority • Priority • Priority

# Pate: Date: To: Your Insurance Agent From: Carrier's Company Name

### Dear Insurance Agent:

The above named Carrier has applied to become a broker carrier for the Jones Motor Group of companies. In order to complete their application, we must have a current certificate of insurance on file naming the following as certificate holders and additional insured:

Jones Motor Co., Inc.; Hot Shot Express, Inc.; Jones Motor Logistics, Inc.; and Jones Express, Inc.; 654 Enterprise Drive, Limerick, PA 19468

The Certificate of Insurance must include the following information:

- Coverage Amounts for Auto, Cargo and General Liability (in U.S. funds)
   Minimum of \$1,000,000.00 auto and general liability required
   Minimum of \$100,000.00 cargo liability required
- 2. Policy must include a waiver of subrogation against the certificate holders.
- 3. Provide <u>policy numbers</u>, <u>deductible amounts</u> and indicate whether cargo coverage is <u>All Risk</u>, or <u>Broad Form</u>. Please indicate any <u>exclusions</u>, include <u>schedules</u> when referenced, and list level <u>of non-owned equipment coverage for trailers</u>, if applicable.
- 4. The certificate **MUST BE SIGNED** and include a **cancellation clause of 30 days**.

Insurance Agent – Please fax the completed Certificate of Insurance to:

### 866-893-3491

If you have any questions, please feel free to contact us:

Carrier Settlement Department PO Box 137 Spring City, PA 19475 Phone: 610-948-7900 ext. 7331 or 7335

Fax: 866-893-3491 email: mgonzalez@jonesmotor.com

### FEDERAL HIGHWAY ADMINISTRATION

### **DECISION**

### No.MC-160611 INTEGRATED TRANSPORTATION SYSTEMS, INC.

### SPRING CITY, PA

### REENTITLED

### JONES MOTOR LOGISTICS, INC.

On Sep 12, 1997, applicant filed a request to have the Federal Highway Administration's records changed to reflect a name change.

*It is ordered:* 

The Federal Highway Administration's records are amended to reflect the carrier's name as JONES MOTOR LOGISTICS, INC.

Within 30 days after this decision is served, the applicant must establish that it isin full compliance with the statute and the insurance regulations by having amended filings on prescribed FHWA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOG3 filings should be sent to FHWA, Office of Motor Carriers, HIA-30, 400 Virginia Ave, SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000. Any other questions regarding the action taken should be directed to (202) 358-7028.

Decided: Sep 25, 1997

By the Motor Carrier Board.

Thomas T. Vining, Chief Licensing and Insurance Division According to the Paperwork Reduction Act of 1993, 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 for 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 Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590.

B.M.C. 85	Approved by OMB 2126-0017 expires 09-30-2005
BOND NO. <u>104352014</u>	
FILER FMSCA	License No.
ACCOUNT NO	MC- <u>160611</u>

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

KNOWN ALL MEN BY THESE PRESENTS, THAT we Jones Motor Logistics, Inc., of 900 West Bridge Street, Spring City, Pennsylvania 19475 as PRINCIPAL (hereinafter called Principal), and Travelers Casualty & Surety Company of America), 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 Connecticut as SURETY (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 Motor Carrier Safety Administration 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 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 Motor Carrier Safety 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 Motor Carrier Safety 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 Motor Carrier Safety Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 3rd day of December, 2004, 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 Motor Carrier Safety Administration at its office in Washington, D.C., such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA 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 herein before 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 above 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 14<sup>th</sup> day of DECEMBER, 2004.

PRINCIPAL			SURETY
Name	Jones Motor Logistics, Inc.	Name (SEAL)	TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
Address	900 West Bridge Street Spring City, PA 19475	Address	One Tower Square Hartford, Connecticut
Telephone No.	610-948-7900	Telephone No.	860-277-1937
ву Дих	Signature and title  James J. Koegel, - President	By	Fori 5 Burroughs  Signature and title  Lori S. Burroughs, - Attorney-in Fact
Witness	and the second	Witness	Patricia X Engline



P.O. Box 137 • Spring City, PA 19475 800-955-5666 • 610-948-7900 • fax 800-444-6190

### **CREDIT INFORMATION**

160611

23-2530991

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SURETY BOND#:	104352014 TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA		
LISTED WITH TIB:	TRUCKING INFORMATION BUREAU VENTURA, CA 805-658-2577		

**REFERENCES:** BARRY BAYSHORE INC.

FID:

MC:

PO BOX 318

BETHEL, PA 19507

717-933-8686

T & T FARMS 5363 S 700 E Star City, IN 46985 574-946-7520, Tom

L.J. KENNEDY TRUCKING CO.

342 Schuyler Avenue Kearny, NJ 07032 724-378-6684, Kelly

BANK INFORMATION: PNC BANK

Credit Reference Department Philadelphia, PA 19100

Requests are accepted by fax and reply

is by phone within 24 hours.

FAX 215-749-6191

**INCORPORATED:** JULY 25, 1985