

GIAC Logistics, LLCC

Off: (713) 505-1141 * Fax: (713) 505-1856

info@giacinc.com * www.giacinc.com

Dear Sir/Madam,

Thank you for your interest in allowing GIAC Logistics, LLC to assist you with your shipping needs. Below are a list of pertinent documents and information (Shipper Package) to help facilitate your decision for selecting GIAC Logistics, LLC as a preferred brokerage company for your freight needs. Included in the shipper package, are the following three documents:

- 1) A Shipper/Broker Agreement.
- 2) A Credit Application
- 3) Shipper Profile Form

Please print, review, fill-in, sign and date the documents where necessary and return using the email address and/or fax number listed above.

At GIAC Logistics, LLC, our entire office staff is committed to fulfilling your freight needs. Our personnel have many tools available to provide our clients with solutions for their shipping departments. Our sincere desire is to be an asset for you in order to increase your company's efficiency in transportation management and to save you time and money, while maintaining high safety standards and due diligence in the handling of your freights.

Once again, thank you for using our brokerage services. We value your business. Please feel free to call or email us for any additional rate quotes, questions, or assistance.

Our direct contact information is at the top of this letter.
We look forward to doing business with you.

"YOU SHIP..... WE DELIVER..... America And the Rest of the World are SAFE And HAPPY"

P.O. Box 18167, Sugar Land, Texas 77496

Off: (713) 505-1141 * Fax: (713) 505-1856 *Website: www.giacinc.com



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

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
August 18, 2022

LICENSE
MC-1447710-B
U.S. DOT No. 3917064
GIAC LOGISTICS LLC
HOUSTON, TX

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 "Jeffrey L. Secrist".

Jeffrey L. Secrist, Division Chief
Office of Registration

BPO

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: 01447710

**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement**

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we, GIAC Logistics LLC

(Name of Broker or Freight Forwarder)

of 10276 Briar Forest Dr

(Street)

Houston,

(City)

TX

(State)

77042,

(Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association, Inc.

(Name of Trustee)

a financial institution created and existing under the laws of the State of Arizona as TRUSTEE (hereinafter called Trustee)

(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the [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 Federal Motor Carrier Safety Administration such a Trust Fund Agreement 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 therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder 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 or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand

Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective day 18 of August, 2022, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on day 15 of August, 2022.

PRINCIPAL

GIAC Logistics LLC
COMPANY NAME

20
STREET ADDRESS, CITY

TX, 77042,
STATE, ZIP PHONE 1

(type or print Principal officer's name)

(Principal officer's signature)

(type or print Witness' name)

(Witness' signature)

TRUSTEE

Pacific Financial Association, Inc.
COMPANY NAME

22601 N. 19th Ave. Ste. 202, Phoenix
STREET ADDRESS, CITY

AZ, 85027, 800-595-2615
STATE ZIP PHONE

Daniel J. Larson, CEO
(type or print Principal officer's name and title)

(Principal officer's signature)

Susan M. Griffin
(type or print Witness' name)

(Witness' signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ day of _____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative
of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GIAC Logistics

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 18167

6 City, state, and ZIP code

Sugar Land, Texas 77496

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 8 - 2 6 4 1 9 7 2

Part II Certification

Under penalties 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
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MISSION STATEMENT

GIAC Logistics, LLC

OUR MISSION STATEMENT:

To provide logistics services in the most professional and cost-effective manner. The Honesty AND Dependability approach of GIAC Logistics, LLC sets the company apart from all other organizations in the Supply Chain Industry.

CUSTOMER FIRST is our company motto. From bottom to top and vice versa, you will find our organizational structure is dedicated to the needs of our customers. We align with the best of freight carriers in the industry in teaming with our customers by ensuring that each member of the team (carriers and shippers alike) benefits based upon competitive rates, payment terms, constant and meaningful communications, safety etc. We maintain direct contact with your freight at all times from pick-up to delivery. We generate tracking reports daily for all and every freight, and you have the option to choose how you receive the reports either by fax, email and/or phone call.

Our website (www.GIACLLC.com) allows our customer to view and request our services.

Our customers choose us because of our honesty, dependability, teamwork and quality communications tactics. We provide quality services that save time and money for our customers. Corporations with heavy traffic requirement have realized great benefits in terms of money and time by using the services of GIAC Logistics, LLC.

COMMUNICATION and **SAFETY** are the key factors to our success and is critical to our business model. Our goal is to act as an extension of your shipping department in assisting you with your logistical needs.

Your freight will be treated with equal importance regardless of whether it is going ten miles or a thousand miles. We can make the pickup and delivery appointments and handle any other special requirements along the way. It is as easy as making one phone call to GIAC Logistics team and knowing that your transportation needs will be handled in a professional and customer-friendly manner every time.

Thank you for allowing GIAC Logistics to earn a chance in assisting you with your transportation needs. You can expect greater satisfaction and increased benefits by utilizing the services of the GIAC Logistics, LLC team.

We look forward to being a part of the team in supporting your efforts of achieving continued success and progress in the future.

*"YOU SHIP..... WE DELIVER..... America And the Rest of the World are **SAFE** And **HAPPY**"*

P.O. Box 18167, Sugar Land, Texas 77496

*Off: (713) 505-1141 * Fax: (713) 505-1856 *Website: www.giacinc.com*

Shipper/Broker Transportation Agreement

THIS AGREEMENT ("Agreement") is made and intended to be effective this (the) _____ day of _____, 20_, by and between GIAC Logistics LLC, having an office at 10276 Briar Forest Dr., Houston, TX 77042 ("Company"), and _____, having an office at _____ ("Customer") (collectively, the "Parties").

RECITALS

A.) WHEREAS Company is engaged in the business of placing loads, tendered to it by shippers, for transportation with carriers by motor vehicles, regulated by the Federal Motor Carrier Safety Administration ("FMCSA"), under contract with such carriers; and

B.) WHEREAS Company represents that it is duly authorized to perform such services under its license as a property broker issued by the FMCSA in Docket Number MC-1447710-B, or by appropriate state agencies, and that it holds an effective surety bond or trust fund agreement under 49 U.C.R. and 49 C.F.R. 1045; and

C.) WHEREAS Customer, to satisfy some of its transportation needs, desires to utilize the services of Company to arrange for transportation of some of Customer's freight; and

D.) WHEREAS Company desires to provide transportation services on behalf of Customer.

NOW THEREFORE, intending to be legally bound, Company and Customer agree as follows:

AGREEMENT

1. Scope.

- a. The terms of this Agreement may be amended or supplemented by written agreement of the Company and Customer as set forth in Appendix A, or in any other written appendices or schedules mutually agreed upon by Company and the Customer (collectively, "Appendix"). If a conflict exists between the provisions of this Agreement and the terms of any Appendix, or to the extent that an Appendix addresses matters not addressed herein, Company and Customer hereby agree that the terms of the Appendix shall control.
- b. The Company undertakes to arrange for any and all of the following services ("The Services"): transporting of goods for the Customer. Unless otherwise set forth in an Appendix, this Agreement applies to all services performed by Company with respect to shipments tendered by Customer.

- c. The Parties intend that this Agreement shall not be exclusive. Nothing herein shall grant Company any exclusive right to perform property brokerage services on behalf of Customer or obligate Customer to tender any minimum amount of cargo to Company.

2. Term.

- a. The term of this Agreement shall be for one (1) year, commencing on the date above, and shall automatically be renewed for successive one (1) year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party.
- b. Either Party may additionally terminate this Agreement immediately upon written notice to the other of the following events:
 - i. Breach of any covenant, obligation, condition, or requirements imposed by this Agreement if such breach continues for a period of ten (10) days after written notice thereof; or
 - ii. A Party becomes insolvent, unable to pay its debts in a timely manner, seeks protection under bankruptcy or receivership laws, or is forced into bankruptcy or receivership.

- 3. **Payment and Charges.** Customer shall tender certain shipments, from time to time, to Company. Unless otherwise stated in a separate Rate Confirmation Agreement, Company will charge and Customer will pay the rates and charges set forth in Appendix A, attached hereto and incorporated therein, although from time to time rates may be agreed upon orally. The Rate Confirmation Agreement shall be signed and agreed to by Company and Customer before each shipment to which such Rate Confirmation Agreement applies. Appendix A or Rate Confirmation Agreement can be supplemented or revised by written agreement signed by both Parties, or, prior to transportation, by facsimile by Company to Customer if not objected to by Customer, in writing, within twenty-four (24) hours from the date and time faxed. In the event transportation services are provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or on Rate Confirmation Agreement, the Parties agree that the charges invoiced by Company shall be the agreed upon contract rate of the Parties for the services provided, unless such payment is objected to by Customer within ten (10) days of the invoice date.

Payment by Customer will be made within fifteen (15) days of receipt by Customer of Company's freight bill, bill of lading, clear delivery receipt, or other necessary billing documents enabling Customer to ascertain that services have been provided at the agreed upon charge. Customer agrees to pay the freight bills without deduction or setoff unless agreed to in writing by both Parties, with interest accruing monthly at a rate of one percent (1%) on any past due invoices. Customer shall also be liable for any expenses, including attorney fees, Company incurs in collecting its rates and charges with respect to invoices.

Where Company has received payment or credit for transportation services under this Agreement, Company will indemnify and hold harmless Customer and its Customers from any and all claims by Carriers or their subcontractors for such transportation charges.

"YOU SHIP..... WE DELIVER..... America And the Rest of the World are SAFE And HAPPY"

P.O. Box 18167, Sugar Land, Texas 77496

Off: (713) 505-1141 * Fax: (713) 505-1856 *Website: www.giacinc.com

4. **Receipts and Bills of Lading.** If requested, Company agrees to provide Customer with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by Customer. Customer's insertion of Company's name on the bill of lading shall be for Customer's convenience only and shall not change Company's status as a property broker. The terms and conditions of any freight documentation used by Company or carrier selected by Company may not supplement, alter, or modify the terms of this Agreement.

5. **Claims.** Unless otherwise agreed by the Parties in Appendix A, in the event of a cargo loss, damage or shortage claim, Customer agrees to notify Company immediately by phone and to subsequently submit to Company a written claim, supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage, or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery.

Company does not assume liability for any cargo shortage, loss, or damage; however, Company agrees to document and file all cargo claims submitted to Company with the responsible motor carrier and to keep Customer advised of the status of all such claims. Upon request by Customer, Company shall assign its rights against the carrier to Customer. Nothing herein shall be construed to restrict any right or cause of action Customer may have against any carrier involved with the transportation of Customer's shipment.

6. **Surety Bond and Insurance.** Company agrees that it shall maintain a surety bond or trust fund agreement as required by the FMCSA. Company agrees to procure and maintain at its expense, at all times during the term of this Agreement, commercial general liability insurance in coverage amounts of not less than one million dollars (\$1,000,000).

7. **Default.** Both Parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either Party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement immediately.

8. **Severability/Survivability.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of this Agreement for any reason.

9. **Nonwaiver.** Failure by either party to insist upon performance of any of the terms, conditions, or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions, or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights, or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Notices.** Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed to the addresses for the parties below:

COMPANY:

Address: 10276 Briar Forest Dr,
Houston, TX 77042

Phone: (713) 505-1141

Fax: (713) 505-1856

CUSTOMER:

Address: _____

11. **Force Majeure.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the Customer or Company, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.
12. **Governing Law and Dispute Resolution.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Texas and in the event of any disagreement or dispute, the laws of this state shall apply and suit will be brought in this state.
13. **Entire Agreement.** This Agreement, including all Appendices and Addenda, constitutes the entire Agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, and any information given, whether oral, written, expressed or implied, with respect to the subject matter hereof. Any modifications to this contract shall be initialed by both Parties to be valid.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their fully authorized representatives as of the dates first above written.

GIAC Logistics, LLC

CUSTOMER

Signed

Signed

Printed

Printed

Title: President/CEO

Title

SHIPPER PROFILE

GIAC Logistics, LLC / CUSTOMER PROFILE

Date: _____ Agent: _____
Company: _____ Website: _____

Contact #1: _____ Title: _____
Phone: _____ Email: _____

Contact #2: _____ Title: _____
Phone: _____ Email: _____

FAX: _____ Prepaid/Collect: _____
After Hrs. #: _____

Bill to: _____ Ship to: _____

Qualifying Information

Commodity: _____ NMFC Class: _____
Avg Shipment Value: _____ Avg weight: _____

Outbound Lanes: _____

Inbound Lanes: _____

Volume/Freq. per lane: _____

EQUIPMENT/SERVICE REQUIREMENTS

☐ 48' Van ☐ 53' Van ☐ Flatbed ☐ Reefer
☐ Air-Ride ☐ Palletized ☐ Expedited

Shipping Hours: _____

Special Requirements: _____

Competitive Information

Current Carriers: _____

Competitive Rate Info: _____

Current/Past Difficulties: _____

Priorities for Selecting Carriers: _____

Action Needed/ Taken: _____
(STAPLE ANY ADDITIONAL PERTINENT NOTES TO CUSTOMER PROFILE SHEET)

10276 Briar Forest Dr.
Houston, TX 77042
Ph (713) 505-1141
Fax (713) 505-1141

GIAC Logistics, LLC

SHIPPER CREDIT APPLICATION

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____
Shipping Contact: _____ Phone No.: _____
Payables Contact: _____ Phone No.: _____
Special Billing Requirements: _____

Bank Information:

Billing Address: _____ City: _____ State: _____ Zip: _____
Contact: _____ Phone No.: _____
DUNS #: _____

Three Carrier References:

Carrier: _____ City: _____ State: _____ Zip: _____
Carrier: _____ City: _____ State: _____ Zip: _____
Carrier: _____ City: _____ State: _____ Zip: _____

I understand the following and will abide by *GIAC Logistics, LLC* policies:

1. Notify *GIAC Logistics, LLC* of any changes in ownership, name, address, phone numbers, etc.
2. If granted credit, our Company agrees to pay our freight bills within 15 days of receipt.
3. Our Company's financial condition is satisfactory and we will meet all financial obligations.
4. I authorize the release of credit information to *GIAC Logistics, LLC* which will be held in strict confidence.
5. It is agreed that our account will become COD if we fail to pay within the stated terms.
6. If legal collections are required, we will reimburse *GIAC Logistics, LLC* for its attorney and collection fees.
7. I am an authorized representative of the Company and have the authority to execute this document.
8. I understand that *GIAC Logistics, LLC* runs periodic credit reports to update customer files and authorize *GIAC Logistics, LLC* to run additional credit reports as they deem necessary.
9. I agree that a faxed signature and transmittal will act as a legal document.

Authorized Representative Signature / Title

Date

Printed Name of Authorized Representative

GIAC Logistics, LLC Representative/Title

Date