



PO BOX 212315  
ROYAL PALM BEACH, FL 33421  
Phone : 561-237-5109  
24 hr : 561-252-3276  
Fax : 866-647-9501  
Anthony@JetstreamTransportation.com

### FAX TRANSMITTAL FORM

**TO:** DISPATCH

**FROM:** Anthony O'Dea  
*Operations Supervisor*

**#PAGES**(incl. cover): 11



**561-237-5109**

[www.jetstreamtransportation.com](http://www.jetstreamtransportation.com)

**PALM BEACH, FL**

MESSAGE

**\*\*\*JETSTREAM CARRIER SETUP PACKET\*\*\***

Please fill out contract, initial each page, sign and date. Attach all necessary company info (W9, MC, DOT, etc.) and Insurance naming JETSTREAM as a certificate holder.

URGENT
FOR REVIEW
PLEASE COMMENT
PLEASE REPLY
PER REQUEST

**SEND COMPLETED PACKET TO:**

**\*\*866-647-9501\*\***

**Jetstream Aviation Services, LLC.**

PO BOX 212315  
 ROYAL PALM BEACH, FL, 33421  
 (PH) 561-237-5109  
 (FAX) 866-647-9501

**BROKER/CARRIER CONTRACT**

This agreement, made this day of, (Month\*) \_\_\_\_\_ (Day\*) \_\_\_\_\_, 200\_\_\_. By and between (Carrier\*) \_\_\_\_\_, here after referred to as "CARRIER" and JETSTREAM AVIATION SERVICES, LLC, a Florida limited liability company, and a Licensed property broker, hereafter referred to as JETSTREAM.

Where as "CARRIER" is a motor contract carrier of general commodities in interstate commerce pursuant to authority issued by the Interstate Commerce Commission("ICC") OR Their Federal Highway Administration under docket MC# \_\_\_\_\_, and carrier desires to transport such commodities under that authority, and whereas "JETSTREAM" is a property broker holding a license from the ICC under docket MC- 587557-B, and desires to solicit and arrange for the movement of freight pursuant to such license, and whereas "JETSTREAM" and "CARRIER" desire to enter unto this AGREEMENT for the purpose of "CARRIER" moving freight on behalf of JETSTREAM and it's Customers. Now, therefore, for and in consideration of the mutual covenants and agreements herein and attached hereto, the parties mutually agree as follow:

**OBLIGATIONS OF BOTH PARTIES:**

"CARRIER" agrees to transport by motor vehicle such freight as requested by "JETSTREAM" for customers in accordance with the terms and conditions of this Agreement and other such terms and conditions that are reasonably requested by customer and are customary in the industry for the specific type of freight being shipped. Within two(2) days from the date hereof and at all other times requested by "JETSTREAM", "CARRIER" shall provide "JETSTREAM" with a copy of its ICC permit and proof of insurance as provided in Paragraph 3 herein. All shipments made by "CARRIER" on behalf of customers, whether authorized under ICC authority or otherwise will be governed by the terms and conditions of this contract.

**INSURANCE OBLIGATIONS OF CARRIER:**

"CARRIER" shall maintain the following insurance: Commercial General Liability Insurance, LLC. Including Public Liability exposure coverage, with an annual limit of no less than \$1,000,000 per occurrence or claim; Automotive or Fleet Liability Insurance with an annual limit of no less than \$2,000,000 per occurrence or claim; Property Damage Liability Insurance with an annual limit of no less than \$100,000 per occurrence or claim; and Cargo Insurance in an amount no less than

From: Jetstream Aviation Services 10:2009 BKRR/TKR PKR (186604/9501) 09:36 12/29/08 GMI-05 Pg 03-09  
\$100,000 in order to compensate shipper, consignee, JETSTREAM, or the beneficial owner of the shipment for any loss or damage to freight and cargo. "CARRIER" shall cause its insurance broker or carrier to forward and expeditiously, but no later than two(2) days from the date hereof, a certificate of insurance naming "JETSTREAM AVIATION SERVICES, LLC" As a certificate holder/loss payee with stipulation that "JETSTREAM" shall receive no less than thirty(30) days notice of cancellation of the coverage. "CARRIER" shall maintain Workers' Compensation Insurance in an amount that satisfies all legal requirements in the states under which services will be provided.

#### LOSS, DAMAGE, AND INDEMNIFICATION

"CARRIER" shall be liable for any and all loss, damage or other liability occasioned from the transportation of freight under this AGREEMENT. All claims for such loss or damages shall be the responsibility of "CARRIER" to resolve, satisfy and/or settle with customers, shippers, consignee or beneficial owner of the shipment."CARRIER" hereby agrees it will indemnify, defend, save, and hold harmless "JETSTREAM", and its owners/officers, directors, employees, agents and each of their successors and assigns (the "Indemnified Parties") against and from and to reimburse the "INDEMNIFIED PARTIES" with respect to, any and all losses, liabilities, damages, interest, deficiencies, fines(of any kind), penalties, costs, and expenses, reasonable attorneys fees and disbursements (whether in court, out of court, in bankruptcy or administrative proceedings or on appeal), LLC including, without limitation, claims, suits and proceedings by federal, state, county, or local governmental authorities or private parties (collectively, the "Losses"), LLC incurred by or asserted against the "INDEMNIFIED PARTIES" by reason or arising out of the shipment of freight by "CARRIER" for customers, whether said services are provided under this agreement or otherwise, LLC including, with out limitation, and claims or third party loss, injury, death, expense, or damage arising out of the shipemtns of freight by "CARRIER". "JETSTREAM" shall have a right of set off against any fees due "CARRIER" hereunder for any losses, unpaid claims or other amounts or deductions by shippers or consignees for any transportation of freight by "CARRIER" pursuant to this agreement.

#### SERVICE PAYMENTS, RATES, AND CHARGES

"JETSTREAM" shall collect all freight charges for the transportation service from the chipper or consignee on all freight arranged for shipment by "CARRIER". Freight charges shall be calculated in this agreement herein. "CARRIER" shall not invoice customers directly for services provided. "JETSTREAM" shall pay "CARRIER" for shipments arranged herein within Thirty(30) but no longer than ninety days of receipt of the following documents by "JETSTREAM." I) "CARRIER'S" original invoice, II) Original Proof of Delivery/ Bill of Lading. Rates and charges for freight moved under this agreement shall be as set forth in Schedule and attached hereto. Changes to the rates set forth must be agreed in writing between both parties. It is understood between the parties that "JETSTREAM" may invoice the "CUSTOMER" a service charge in addition to the transportation charge. Such invoicing does not affect or alter any obligations hereunder and "CARRIER" is not entitled to any portion of such service charges. Payment by "JETSTREAM" of "CARRIER'S" freight charges shall be considered as payment by shipper, consignee, or other

billed party's. If for any reason, after initial payment of "CARRIERS" freight bill, a subsequent bill is generated by "CARRIER", to any party for additional charges, and difference between the initial and subsequent bill is to be considered by the parties as commission owed to "JETSTREAM" for its services to "CARRIER" and shall become immediately due and payable to "JETSTREAM".

#### SHIPPING DOCUMENTS AND PROOF OF DELIVERY/BILL OF LADING

For each shipment, "CARRIER" shall issue a uniform bill of lading as prescribed in the Code of Federal Regulations (49 CFR 1035). Such bill of lading shall specify the actual shipper and consignee of the shipment, "JETSTREAM" shall be indicated on the document as the billed party as "JETSTREAM AVIATION SERVICES, LLC." "CARRIER" shall furnish "JETSTREAM" an original bill of lading and an original proof of delivery for each shipment moving pursuant to this "AGREEMENT". "JETSTREAM" may, but is not obligated to, prepare the bill of lading or other shipping documents.

#### COMMUNICATIONS WITH CUSTOMER(S)

"CARRIER" its agents, affiliates, or anyone directly or indirectly associated with "CARRIER" shall not, directly or indirectly, contact, solicit for hire or accept any shipments of freight from any customer or other shipper or consignee client of "JETSTREAM" during the effectiveness of this "AGREEMENT" and for a period of one(1) year following the cancellation thereof, without the express written permission and participation of "JETSTREAM". Any violation or default of this provision shall result in a fee to "JETSTREAM" of 25% of the gross charges on any such shipment for a period of three(3) years from the date of the violation.

#### REGULATORY COMPLIANCE

"CARRIER" agrees to comply with all applicable Local, State, and Federal rules, laws, regulations, and other requirements ("Regulatory Laws") and expressly agrees to indemnify and hold harmless "JETSTREAM," its customers, other shippers, consignees or beneficial owners of the shipment(s) in accordance with this "Agreement" herein, from and against all liability resulting from any violation of the "Regulatory Laws".

#### CONFIDENTIALITY

Whereas "JETSTREAM" tenders a consolidated load on a stop-off or other basis involving the traffic of more than one shipper or consignee, "CARRIER" agrees to be obligated to maintain the confidentiality of each shipper, as required by law. "CARRIER" acknowledges that "JETSTREAM" has had long lasting or, through its own efforts, has established certain business relationships with its customers, the names of which will be entrusted to "CARRIER" pursuant to the terms of this "AGREEMENT". "CARRIER" acknowledges that disclosure of the names of "JETSTREAMS" customers to competitors or their affiliates would be detrimental to the interest of "JETSTREAM". "CARRIER" further acknowledges that it will have access to and will be

provided with information that would reasonably be considered confidential to "JETSTREAM", disclosures of which to competitors or their affiliates would be detrimental to the interest of "JETSTREAM". "CARRIER" further acknowledges the right to maintain confidential such Customer names and information and the right to preserve the goodwill of "JETSTREAM", or which "JETSTREAM" is entitled to have said Customers names and information protected. Therefore, "CARRIER" hereby covenants and agrees that it will not disclose, during the terms of this "AGREEMENT" or anytime thereafter, any of such Customer Names and information to any person, firm, or entity other than the officers, directors, or other authorized agents of "JETSTREAM" that need to know such information, nor shall "CARRIER" use or exploit directly or indirectly the same for any other purpose other than for the purposes of "JETSTREAM". "CARRIER" agrees that any violation of the covenants, provisions, restrictions, and obligations, of this section, "JETSTREAM" will not have an adequate remedy at law. Accordingly, "JETSTREAM", in addition to any other rights which it may have, shall be entitled to temporary and permanent injunctive relief to enforce the provisions hereof.+

### **RELATIONSHIPS TO THE PARTIES**

The relationship of the "CARRIER" and "JETSTREAM" shall, at all times, be that of an independent contractor. Neither "JETSTREAM" nor its agents of "CARRIER" at anytime and nothing in this "AGREEMENT" is intended to be construed to the contrary. At all times, "JETSTREAM" shall comply with all the laws and regulations relating to its operations LLC including responsibility for all employees it may hire.

### **DISPUTES RELATING TO CHARGES**

Claims for overcharge may be submitted to "CARRIER" by "JETSTREAM" and be subject to, and both parties shall abide, by regulations of the ICC as provided in the Code of Federal Regulations (49 CFR 1008).

### **UNAVOIDABLE FAILURE TO PERFORM**

Neither party hereto will be liable for the failure to tender or timely transport freight pursuant to this "AGREEMENT" if failure, delay, or other omission is caused by strikes, acts of god, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

### **GOVERNING LAW**

This "AGREEMENT" shall be construed and governed in accordance with the laws of the State of Florida. The parties agree that for any litigation arising hereunder or relating to the relationship between the parties, venue shall be in Palm Beach County Florida. The prevailing party in any litigation to enforce the agreement shall recover all attorney's fees and court costs from the other.

**MISCELLANEOUS**

This "AGREEMENT" shall constitute the only agreement between "CARRIER" and "JETSTREAM" relating to the subject matter of this agreement, and no representations, promises, understandings, oral or otherwise, not herein contained shall be of any force or effect. By accepting load from "JETSTREAM" and signing Load Rate Agreement "CARRIER" also signs in agreement with this contract to its full extent.

No modification or waiver of any provisions of this "AGREEMENT" shall be valid unless it is in writing separate from this agreement and signed by the party against whom it is sought to be enforced. No waiver of any provisions of this "AGREEMENT" shall operate as a waiver of that provision in the future or a waiver of any other provisions hereunder. Time is of the essence of each and every provision, covenant and condition herein contained and on the part of the parties to be performed.

Any entity, business, or "Carrier" that hauls a load for "JETSTREAM" will not receive payment until "JETSTREAM" is paid by the customer or broker that issued the load that the "CARRIER" is hauling. If the customer or broker does not pay "JETSTREAM" the "CARRIER" will have the option to pursue payment from the originating customer of "JETSTREAM" in addition to the assistance of "JETSTREAM" to receive payment. "JETSTREAM" is not responsible for any non-payments made to "CARRIERS" if the customer or broker that "JETSTREAM" uses to get the load from does not issue payment or full payment.

If the customer, broker, or entity that issues the freight to "JETSTREAM" charges any deductions for any reason (i.e. Late delivery, no pick up, no show, or failure to communicate tracking of a load) the charges will be forwarded to the "CARRIER" and will be deducted from the total rate originally issued by "JETSTREAM" to the "CARRIER". Late deliveries result in a deduction of \$200 and can increase if necessary. In addition the "CARRIER" is required to provide "JETSTREAM" with a faxed copy of the POD/BOL within 24 hrs of delivery or a deduction may be made from the "CARRIERS" original agreed rate.

The captions and heading contained herein are solely for convenience and reference and do not constitute a part of the agreement.

In witness whereof, the parties hereto have executed this "AGREEMENT" on the above date. The same shall be binding upon both parties and shall remain in force and effect unless canceled according to the terms of this "AGREEMENT".

CARRIER NAME: _____	<u>JETSTREAM AVIATION SERVICES, LLC.</u>
AUTH. OFFCR : <u>X</u> _____	<u>ANTHONY O'DEA</u>
NAME/TITLE : _____	<u>DOMESTIC OPERATIONS MANAGER</u>

Form **W-9**  
 (Rev. December 2004)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

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

Name (See Specific Instructions on page 2.)  
 Business name, if different from above (See Specific Instructions on page 2.)  
**JETSTREAM AVIATION SERVICES LLC**

Check appropriate box:  Individual sole proprietor  Corporation  Partnership  Other P

Address number, street, and apt. or suite no.  
**PO BOX 212315**  
**Royal Palm Beach, FL 33421**

Requester's name and address (optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines as to whose number to enter.

Social security number  
 \_\_\_\_\_ or \_\_\_\_\_  
 Employer identification number  
**651137781**

List account number(s) here (optional)

For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

**Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am seeking for a number to be issued to me), and
- 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
- I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must check 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 this Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here: Signature of U.S. person: *Thomas J. [Signature]* Date: **1-1-08**

**Purpose of Form**

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct for you are seeking for a number to be issued.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and dealer exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells you requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return for reportable interest and dividends only, or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above for reportable interest and dividend accounts opened after 1983 only.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
January 12, 2007

**LICENSE**

**MC-587557-B**

**JETSTREAM AVIATION SERVICES LLC**  
**LAKE WORTH, FL**

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.

Angell Sebastian, Chief  
Information Systems Division

BPO

# FMCSA Motor Carrier

USDOT Number:  
Docket Number: **MC587557**  
Legal Name: **JETSTREAM AVIATION SERVICES LLC**  
DBA (Doing-Business-As) Name



## Addresses

Business Address: **PO BOX 212315**  
**ROYAL PALM BEACH, FL 33421**  
Business Phone: **(561) 237-5109** Business Fax: **Fax: (561) 237-5299**  
Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: **NO**

## Authorities:

Common Authority:	<b>NONE</b>	Application Pending:	<b>NO</b>		
Contract Authority:	<b>NONE</b>	Application Pending:	<b>NO</b>		
Broker Authority:	<b>ACTIVE</b>	Application Pending:	<b>NO</b>		
Property:	<b>YES</b>	Passenger:	<b>NO</b>	Household Goods:	<b>NO</b>
Private:	<b>NO</b>	Enterprise:	<b>NO</b>		

## Insurance Requirements:

BIPD Exempt:	<b>NO</b>	BIPD Waiver:	<b>NO</b>	BIPD Required:	<b>\$0</b>	BIPD on File:	<b>\$0</b>
Cargo Exempt:	<b>NO</b>	Cargo Required:	<b>NO</b>	Cargo on File:	<b>NO</b>		
BOC-3:	<b>YES</b>	Bond Required:	<b>YES</b>	Bond on File:	<b>YES</b>		

Blanket Company: **TRUCK PROCESS AGENTS OF AMERICA, INC**

## Comments:

## Active/Pending Insurance:

Form: <b>85</b>	Type: <b>TRUST FUND</b>	Posted Date: <b>01/08/2007</b>
Policy/Surety Number: <b>NONE</b>	Coverage From: <b>\$0</b>	To: <b>\$10,000*</b>
Effective Date: <b>01/08/2007</b>	Cancellation Date:	

Insurance Carrier: **PACIFIC FINANCIAL ASSOCIATION, INC.**  
Attn: **J. PENNY LARSON, PRESIDENT**  
Address: **12707 HIGH BLUFF DR. ST. 220**  
**SAN DIEGO, CA 92130 US**  
Telephone: **(800) 595 - 2615** Fax: **(623) 209 - 2610**

## Note:

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund).  
The carrier may actually have higher levels of coverage.