



Corporate Office: 5318 Wesleyan st Unit 117 Houston TX, 77005
Phone: 346.816.4111 Email: 2streamsadmin@2-streams.com

CARRIER PACKET

We would like to take this opportunity to introduce you, the brokerage firm of 2 Streams Brokerage, Inc. (2 Streams). Members of our staff are efficient, honest, and professional. In order to remain competitive, we have well trained staff who are resourceful, prompt, and helpful. We take pride in our success in this field.

2 Streams is a licensed transportation and trucking company with a broker's trust fund agreement. We have loads available for professional, efficient, safety-conscious carriers. Payment is made after 2 Streams receives the original bill of lading paperwork.

We have enclosed a Carrier Questionnaire and Carrier Packet. These documents must be completed and returned in order to set you up in our system.

If you have any questions or require any other information, please do not hesitate to contact one of our staff members.

Sincerely,
2 Streams Brokerage, Inc. Staff



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OUR INFORMATION

Legal Business Name: 2 Streams Brokerage, Inc

Principal Owners: Wykeita Warren

Website: www.2-streams.com

Physical Address: 5318 Wesleyan st Unit 117 Houston TX, 77005

MC#: 1198681

USDOT: 3564875

Federal ID#: 86-1919497

Surety Bond: Great American Ins, CO

Type of Business: Transportation Brokerage Agent Specializing in
Power Only, Dry Van, Reefer Van, Flatbed, L.T.L., Heavy Haul,
Emergency Freight.



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CARRIER DATA SHEET

Carrier Name: _____

Physical Address: _____

City: _____ ST: _____ Zip: _____

Remit-to Address: _____

City: _____ ST: _____ Zip: _____

Contact Names: _____

Toll Free Number: _____

Local Number: _____

Do you work with a factoring company? (_____

Tax ID #: _____ MC #: _____ DOT#: _____

In Service Date: _____ Equipment Type: _____

Vans: _____ # Reefers: _____ # Flatbed: _____ # Step deck: _____

How many tractors does your company own? _____

Number of Vans: 48 x 102 _____ 53 x 102 _____

Number of Reefers: 48 x 102 _____ 53 x 102 (Y__N__)

Are all Reefers compliant with the California Air Resources Board TRU regulations?



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CARRIER PACKET CHECKLIST

- CARRIER PROFILE
- BROKER-CARRIER AGREEMENT
- FMCSA AUTHORITY
- INSURANCE CERTIFICATE

For faster service, please make 2 Streams Brokerage a certificate holder on your insurance and send it with the carrier packet to:

2 Streams Brokerage, Inc.

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- 2021 Dated W-9

PLEASE EMAIL COMPLETED PACKET TO: 2streamsadmin@2-streams.com

If you have any questions or if pages are missing from this packet,
please call us at: 346.816.4111



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INVOICING & PAY TERMS

In order to receive payment promptly from 2 STREAMS BROKERAGE, INC. , you must submit the following to 2streamsadmin@2-streams.com upon delivery. An invoice and signed POD must be emailed to the address above within one week of delivery or a \$25 fee will be applied each business day after. We are not responsible for lost or late documents that may have been mailed to us. Please note that by signing a Rate Confirmation and or agreeing to pick-up the load you are agreeing to all of the terms listed on the Rate Confirmation.

Required Documents for Billing:

- Invoice • Signed Rate Confirmation • Signed Proof of Delivery (Must be legible)
- 2 STREAMS BROKERAGE, INC.

WILL NOT ACCEPT A RATE CONFIRMATION AS A SIGNED BOL or INVOICE!

Terms of Payment

If all of the paperwork is received within a timely manner, we offer the following payment terms:

- Net 90: This is our regular net terms once all paperwork is received within the time frame listed above.
- Quick Pay: We offer no Quick Pay option at this time. If you would like an ACH Payment \$3.00 or Wire Transfer \$12.00 please include a voided check with your invoice. Otherwise, a hard check will be mailed. Please note if you use a factoring company we are not able to do this option with your company unless we receive a release letter. If you are interested in Quick Pay please make a note on you invoice

**ALL IN-HOUSED LOADS ARE NOT APPROVED FOR QUICK-PAY, PLEASE CHECK WITH
BROKER BEFORE HAULING IF LOAD IS IN-HOUSED!**

- Damaged Freight Deduction: 2 Streams Brokerage, Inc reserves the right to withhold and/or apply funds on all invoices in order to cover outstanding freight claims. By signing below, you are agreeing to all of the terms listed above.

Print Name: _____ Signature: _____ Date: _____



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BROKER-CARRIER AGREEMENT

THIS BROKER-CARRIER AGREEMENT (this Agreement) is made this day of _____, 2021 by and between **2 STREAMS BROKERAGE, INC. (2 STREAMS)** an **Texas Corporation**, here in after referred to as "**BROKER**" and _____ hereinafter referred to as "**CARRIER**."

RECITALS:

A. Broker is a freight broker, duly authorized by the Federal Highway Administration (FHWA) under permit number **MC1198681**, to arrange for the transportation of property by motor carrier on behalf of shippers and receivers. **B.** Carrier is a motor carrier of property, duly authorized under permit number **MC _____**, to provide transportation of property under contract for shippers and receivers of general commodities. **C.** Broker & Carrier understand that this Agreement does not bind the respective parties to mutually exclusive service to each other, and that Broker may enter into similar contracts with other motor carriers, and Carrier may enter into similar contracts with other brokers, shippers and receivers.

AGREEMENT:

1. Terms and Termination: The term of this Agreement shall begin on the date set forth above or on the date the first shipment is tendered by Broker to Carrier and is transported by Carrier, whichever is earlier and shall remain in effect for a period of one (1) year. Thereafter, the Agreement shall automatically renew for successive one-year periods, unless terminated by either party upon thirty (30) Days written notice to the other party. Notwithstanding anything herein to the contrary, the Agreement may be terminated by either party at any time, including, during the initial term for any reason by giving the other party at least thirty (30) days prior written notice. In the event of any early termination of this Agreement, the parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement. This Agreement shall be automatically cancelled in the event of the cancellation, suspension or revocation of Carrier's Motor Carrier license issued by the FHWA or in the event either party files a petition for bankruptcy. **2. Specific Obligations of Broker:** Broker agrees to pay Carrier for the transportation of the commodities moved under this Agreement at the rate and charges set forth in Section (A) herein. Broker agrees to pay Carrier within thirty (30) days after receiving all required proof of delivery paperwork. **3. Specific Obligations of Carrier:**

A) Service; Prohibition against Co-Brokering. Carrier shall transport shipments for Broker by motor vehicle from and to such points between which service may be required without delay, subject to the availability of suitable equipment for the traffic offered and specific shipment instructions, all in accordance with the terms and conditions of this Agreement and the Load Confirmation Sheet described in Section 4 of this Agreement.



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In the event of any conflict between the terms of this Agreement and the Load Confirmation Sheet, the provisions of this Agreement shall control unless otherwise specifically provided for in the Load Confirmation Sheet. Carrier shall transport and deliver all freight in as good condition as when received by Carrier for transport. Carrier, at its sole cost and expense, shall provide all employees or other personnel necessary to provide service hereunder; and all employees or other personnel shall be competent and legally qualified to handle and transport the shipments transported hereunder. Without the prior written consent of Broker, Carrier shall not cause or permit any shipment tendered here under to be assigned, brokered to or transported by any other motor carrier, or in substitute service by railroad or other modes of transportation. Carrier shall perform loading and unloading services as required by Broker or Broker's customers. In the event Carrier assigns or re-brokers any shipment tendered hereunder without the prior written consent of Broker, Broker shall be entitled to pay any monies owed to Carrier directly to the actual delivering carrier in lieu of payment to Carrier; provided however, that any such payment by Broker to the delivering carrier, shall not release Carrier from any liability to Broker under this Agreement.

B) Bill of Lading. Carrier shall issue a bill of lading in a form furnished by Broker and Broker's customer at the option of the Broker for all property it receives for transportation under this Agreement. Failure to issue or sign a bill of lading shall not affect Carrier's liability. The bill of lading shall be evidence of receipt of described property by Carrier in good order and kind, quality and condition except as noted on its face. The bill of lading shall note that the shipment was transported by Carrier acting as a carrier and that transportation for the shipment was arranged by Broker. On the bill of lading, the name of Broker or Broker's customer shall be inserted in the blank for the shipper, and the name of the receiver shall be inserted in the blank for the consignee. The bill of lading is to be signed by Carrier upon receipt of the shipment and will show the kind, quantity and condition of the commodities received and delivered by Carrier at the loading and unloading points. When Broker has assembled multiple shipments into carload or truckload lots, the list of underlying shippers and consignees will be attached as an appendix to the bill of lading.

C) Refused or Rejected Shipments. When a shipment is refused or rejected by the consignee, or Carrier is unable to deliver for any reason, Carrier must notify Broker immediately in order to receive disposition instructions.



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D) Liability. Carrier shall be liable to Broker's customer, the beneficial owner of the cargo, or their respective assigns for the full actual loss, damage, or injury to the freight, persons, business or other property, including expenses for delay, costs of recovery, cleanup of containment of commodity, occurring while shipment was in the possession or under the control of Carrier pursuant to this Agreement (from the time the cargo is loaded on Carrier's equipment at the point of origin until the cargo is unloaded from Carrier's equipment at the destination and a bill of lading or delivery receipt is signed by consignee) or resulting from Carrier's performance of, or failure to perform, the services provided for herein. For purposes of this Agreement, all liability standards and burdens of proof hereunder are governed by the common law applicable to common carriers and by 49 U.S.C. 11707

E) Cargo Insurance: During the term of this Agreement, Carrier shall maintain cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any time under this Agreement, but in no event in any amount less than \$100,000 per shipment, to compensate Broker, Broker's customer, or the beneficial owner of the freight for any and all loss, damage or delay to property which was placed in Carrier's possession or control in connection with services provided by Carrier hereunder. Carrier shall cause its insurance carrier to immediately forward to Broker a Standard Certificate of Insurance requiring the insurance carrier to give Broker written notice thirty (30) days prior to the cancellation of the cargo insurance.

F) General Liability and Worker's Compensation Insurance. During the term of this Agreement, the Carrier shall maintain general liability insurance not less than \$1,000,000, and shall also maintain motor vehicle insurance in an amount not less than \$1,000,000. Carrier's insurance carrier(s) shall provide Broker with certificates evidencing such insurance prior to or at the time this Agreement is signed by the parties, which certificates shall require the insurance carrier(s) to give Broker written notice thirty (30) days prior to cancellation of such insurance. Carrier also shall carry and keep in force at all times Worker's Compensation Insurance on any of its employees as may be required by law.

G) Hold Harmless. Carrier agrees to defend and hold Broker and Broker's customer harmless from, and indemnify Broker and Broker's customer for, any and all liability, costs, damages or claims, including attorney's fees, for loss, theft, delay and/or damages to any freight in Carrier's possession or control pursuant to this Agreement. Carrier further agrees to defend and hold Broker and Broker's customer harmless from and indemnify Broker and Broker's customer for, Any and all liability, costs, damages, claims, including attorney's fees, for personal injury or death or property loss damage arising out of the acts of omissions of Carrier in providing services here under. Carrier's obligation to defend, hold harmless and indemnify Broker shall survive any termination of this Agreement.



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H) Authority. Carrier warrants that it has, and will have during the entire term of this Agreement, authority from all federal, state and other governmental bodies to legally provide all services called for here under in a lawful and prudent manner. Carrier will immediately notify Broker of any change in its authority or of any change in Carrier's safety rating to "Unsatisfactory" or "Conditional." No freight charges will be due or owing by Broker or Broker's customer during any period that Carrier's authority is cancelled, suspended or revoked

I) Appointments. Carrier shall make and keep all delivery appointments. Appointments must be made and communicated to the Broker by the Carrier on the same day shipment information is received if time allows, and in any event no later than the morning of the next day.

J) Waiver of Lien. Carriers shall neither have nor claim any lien rights on or against any property transported under this agreement. In the event that Carrier violates the terms of this paragraph, it shall forfeit all rights to any and all charges for shipments transported pursuant to this Agreement then due and owing by Broker Rates.

Rates and Charges.

A) The rates and charges Carrier agrees to bill Broker for services provided under this Agreement, and the rates and charges Broker agrees to pay Carrier for services provided under this Agreement shall be set forth on a per load basis, in advance of individual shipment, pursuant to a written Load Confirmation Sheet which shall be prepared by Broker and sent to Carrier by fax for each load tendered by Broker to Carrier. The Load Confirmation Sheet must be signed by Carrier and faxed back to Broker immediately.

B) Billing Carrier Shall Send its invoice to: 2 STREAMS BROKERAGE, INC.

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C) Payment by Broker's Customers, Carrier appoints Broker as its agent for collection of funds from Broker's customer, receiver, cosigner, and/or consignee. Payment of the freight charges to Broker by Broker be customer shall relieve the Broker's customer, receiver, cosigner and consignee of any additional liability for freight charges. Carrier's sole recourse shall be against Broker except where otherwise provided in this Agreement.



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Claims.

A) Compliance with Federal Law Concerning Freight Claims. Carrier shall comply with the provisions of 49 CFR 370.1 et seq. and any amendments and/or other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. Carrier's liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment, 49USC14706.

B) Notwithstanding anything to the contrary set forth in 49 CFR 370.1 et seq. or 49 USC 14706, claims against Carrier for loss, damage, injury or delay to freight may be filed by Broker, Broker's customer, parties to the bill of lading, or the beneficial owner of the freight within nine (9) months of delivery or, in the event of loss, within nine (9) months of when delivery should have reasonably occurred. Carrier shall acknowledge freight claims within seven (7) days of receipt. Claims shall be settled within thirty (30) days of receipt unless otherwise agreed. The time limit within which Broker must institute suit against Carrier to recover on a claim shall be two years from the date Broker received a written disallowance of the claim from Carrier.

Carrier's Equipment and Driver Responsibility.

A) Confiscation. Neither Broker nor Broker's customers shall be liable to Carrier for any damages sustained by or to Carrier's equipment or loss by confiscation or seizure of Carrier's equipment by any public authority.

B) Condition. Carrier's equipment shall be clean, dry, leak-proof and free of contamination and infestation. Said equipment shall be subject to Inspection for suitability of cleanliness and safety by Broker or Broker's customer, and must meet with their approval. Compliance with Laws and Regulations. Carriers shall comply with all applicable ICC and DOT regulations as well as all other federal, state and local laws or regulations applicable to motor contract carriers, their drivers and the cargo being transported.



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Independent Contractor Relationship.

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 of freight charges under paragraph 4. Carrier shall be an independent contractor and not a servant, agent, employee, joint venture or partner of Broker. Carrier shall be totally responsible for the following: Selection, compensation, working hours, working conditions, retention and discipline of personnel, supervision and control of the personnel of Carrier and the mode and manner in which they perform their duties; legality or length, weight and height of cargo as loaded, selection of routing, periods of rest, periods of maintenance, maintenance of logs, safety precautions, and all such other activities involved in performing its duties there under; compliance with federal, state, municipal and other applicable motor carrier laws and regulations; payment of all federal, state and local personnel and business income taxes, social security, contributions, unemployment taxes, Workers Compensation premiums or expenses, other expenses or contributions typical for employees, business and license fees, fines or penalties or interest on any of the foregoing arising out of the activities of Carrier pursuant to this Agreement; selection, repair and maintenance of all equipment; and all costs and expenses incurred in providing services here under.

No Solicitation of Customers.

During the term of this Agreement and for a period of two (2) years from the time of the termination of this Agreement for any reason, Carrier shall not, without the prior written consent of Broker, directly or indirectly, solicit or accept any business of a transportation or warehousing nature with or from any of Broker's customers who were not serviced by Carrier prior to the effective date of this Agreement. Further, and without waiving the forgoing, Carrier shall pay Broker liquidated damages of \$250.00 for each shipment transported by Carrier for Broker's customers in violation of the provisions of this Section 9. Brokerage shall also be entitled to seek other relief, such as injunctive relief to enforce the provisions of this paragraph. 10. Confidentiality. In addition to any information that may be protected by law, statutory 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, 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, other than in connection with a party's duties under this Agreement, without prior written consent.



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In the event of any violation of this Section 10, the parties agree that any remedy of law, including monetary damages, may be inadequate and that the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating party from further violation of this Agreement, in which case the prevailing party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorneys' fees.

Force Majeure.

Neither party is liable for the failure to tender or timely transport freight under this Agreement if the 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. Force Majeure. Neither party is liable for the failure to tender or timely transport freight under this Agreement if the 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.

Attorney Fees.

In a proceeding, action or suit involving this Agreement, whether arbitrated or judicially determined, the prevailing party shall recover from the losing party amounts the arbitrator or court determines reasonable as costs and attorney fees for the proceeding, action or suit, in addition to any other sums as may be allowed as provided by law.

Governing Law; Jurisdiction; Venue.

The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, whichever court is appropriate, in Harris County, Texas. Carrier agrees to, and hereby does, submit to the jurisdiction of the courts of the State of Texas and further consents that the proper venue for any action shall be in Harris County, Texas.

Non-waiver.

Waiver of any default or breach of this Agreement of any warranty, representation, covenant or obligation contained herein shall not be considered as a waiver of any subsequent breach.

Authority of Representation to Bind Parties.



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The parties warrant that the persons signing this Agreement respectively for Carrier and Broker are their authorized representatives to sign such Agreement. No further proof of authorization is or shall be required.

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WHEREFORE, the parties have caused this Agreement to be executed as of the date first set forth above.

Broker: 2 Streams Brokerage, INC.

Address: 5318 Wesleyan st Unit 117 Houston TX, 77005

Signature: _____

Printed Name: WYKEITA .WARREN

Title: Director

Carrier: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____



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NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

COVERAGE: 2 Streams Brokerage, Inc. does not have workers compensation insurance coverage. As an employee of a non-covered employer, you are not eligible to receive workers' compensation benefits under the Texas Workers' Compensation Act. However, a non-covered (non-subscribing) employer can and may provide other benefits to injured employees. You should contact your employer regarding the availability of other benefits for a work-related injury or occupational disease. In addition, you may have rights under the common law of Texas should you have an on the job injury or occupational disease. Your employer is required to provide you with coverage information, in writing, when you are hired or whenever the employer becomes, or ceases to be, covered by workers' compensation insurance.

SAFETY VIOLATIONS HOTLINE: The Division has a 24 hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the Division at 1-800-452-9595.

Non-Covered Employer

Texas Workers' Compensation Rule 110.101(e)(4) requires employers who are not covered by workers' compensation, either by election, cancellation or termination of coverage to advise their employees that they do not have workers' compensation insurance coverage.

Notices in English, Spanish and any other language common to the employer's employee population must be posted and:

1. Prominently displayed in the employer's personnel office, if any;
2. Located about the workplace in such a way that each employee is likely to see the notice on a regular basis;
3. Printed with a title in at least 26 point bold type, subject in at least 18 point bold type, and text in at least 16 point normal type; and
4. Contain the exact words as prescribed in Rule 110.101(e)(4).

The notice on the reverse side meets the above requirements. Failure to post or to



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provide notice as required in the rule is a violation of the Act and Division rules. The violator may be subject to administrative penalties.