



Chimere, LLC DBA: **American Best Group**

4000 Bordentown Ave. Suite #30 ~ Sayreville, NJ 08872
Phone: (954) 239-2279 Fax: (888) 293-3018

CARRIER CONTACT INSTRUCTIONS

Reference Information

SCAC Code: ABGR

D&B # 17-869-7954

MC # 509924

DISPATCH #954-239-2279

<p>Main Menu:</p> <ul style="list-style-type: none"> 1 - Direct Dial Extension 2- Dial By First Name 3- Sales 4- Dispatch 5- Safety (emergency) 6- Finance 7- After Hours 	<p>POD/Accounting Mailing Address:</p> <p>4000 Bordentown Ave, Suite # 30</p> <p>Sayreville, NJ 08872</p> <p>FAX 954-239-2279</p>
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NOTES:

For more information go to our www site: www.ambestgroup.com

Welcome to American Best Group, Inc. You are about to become our valued carrier, and after completing the attached package, will experience the difference in services that our company provides versus some of our excellent competitors!

Complete and Fax Back to us 888-293-3018:

- New Carrier Information Sheet**
- New Carrier Reference Sheet**
- Quick Pay Options Selected**
- Broker-Carrier Agreement 5 Pages**
- W-9 Form**
- Your carrier package including: Motor Carrier Number, and Insurance Certificate**

The attached insurance letter is meant to help you secure an insurance certificate for us. Please fax it directly to your insurance carrier



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www.ambestgroup.com

NEW CARRIER SETUP REQUEST

(setup packets can also be downloaded from our www.ambestgroup.com site)

Company: _____ **MC#** _____

Address: _____ **Phone:** _____

_____ **FAX :** _____

_____ **Cell :** _____

WWW SITE: _____ **EMAIL :** _____

Contact: _____ **FED # :** _____

TERMINALS: _____

STATES/LANES OPERATING IN: _____

EQUIPMENT TYPE AND QUANTITY OPERATED:

NEED HELP WITH FREIGHT IN THE FOLLOWING AREAS:

HOW DID YOU HEAR OF US? News Paper / Internet / Load Boards / Direct Marketing /

Referral / Truck Advertising / Walk in / Other _____

Please complete the quick pay schedule for timely payments of your freight bills.

Please fax completed form to (888) 293-3018 with copy of your package



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NEW CARRIER REFERENCE SHEET

Dear New Carrier:

In order to take a load from American Best Group, Inc., you **MUST** be able to provide references of minimum three brokers whom you have dealt with in the past. Your truck will not be loaded until we are able to verify all the references and receive positive feedback on your performance from other brokers/Shippers.

1- Shipper: _____

2-Shipper: _____

Telephone: _____

Telephone: _____

Contact : _____

Contact : _____

Address:

Address:

3- Shipper: _____

4- Shipper: _____

Telephone: _____

Telephone: _____

Contact : _____

Contact : _____

Address:

Address:

I authorize you to contact the above shippers/brokers to verify my shipping history with them.

Sign: _____ **Date:** _____



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We are happy to present our payments terms as NET 30 from date of receipt for all properly completed and presented Carrier Invoices

THE FOLLOWING PAYMENT OPTIONS ARE AVAILABLE ONLY FOR CLEAN PODs:

- NET 30 - NO QUICK PAY
- 1% QUICK PAY NET 21
- 2% QUICK PAY NET 10
- 3% QUICK PAY NET 7
- 4% QUICK PAY NET 3
- 5% TURBO PAY SAME DAY CHECK
- 6% TURBO PAY SAME DAY WIRE

PLEASE INITIAL ONE OF THE PAYMENT OPTIONS ABOVE AND FAX THIS PAGE **(888)293-3018**

CARRIER NAME: _____

CARRIER MC#: _____ CONTACT PERSON: _____

CARRIER PHONE # _____ CARRIER FAX# _____

PLEASE WIRE MONEY INTO MY ACCOUNT (FOR QUICKPAY 6% OPTION ONLY):

ACCOUNT # _____ ROUTING # _____

BANK NAME: _____ BANK CITY AND STATE: _____

By Signing bellow I agree to the above payment terms and to the accuracy of the information included:

By: _____ Date: _____

Print Name: _____

BROKER -- CARRIER AGREEMENT

THIS BROKER – CARRIER AGREEMENT (hereinafter the "Agreement") is entered into this ___ day of _____, 2008 by and between Chimere, LLC dba **American Best Group (ABG)** a NJ Corporation, MC-509924, (hereinafter "Broker") and

_____, MC# _____, (hereinafter "Carrier").

In consideration of the mutual promises and covenants contained herein and the promise of compensation to be paid by Broker to Carrier as provided herein, the parties hereby agree as follows:

ARTICLE I. TERM. This Agreement shall last for a term of one (1) year from the date hereof and shall renew automatically for subsequent one (1) year terms on the annual Agreement anniversary date unless otherwise terminated by one of the parties hereto. Termination of this Agreement shall be made pursuant to Article XVIII hereof.

ARTICLE II. INDEPENDENT CONTRACTOR. Carrier is an independent contractor. Broker and its employees are not agent(s) or employee(s) of Carrier, and Carrier and its employees are not agent(s) or employee(s) of Broker. Carrier employs all persons operating its motor trucks carrying Freight under this Agreement, and such employees are and shall remain the employees and agents of Carrier and not the employees or agents of Broker. It is further understood and agreed that all drivers of motor trucks and persons employed by Carrier are subject to the sole and exclusive direction, control, and supervision of Carrier in every respect and Carrier represents and agrees that such employees are and will at times be covered by adequate worker's compensation insurance as provided by law, at its own expense. In no event shall Broker be responsible for Carrier's employees or liable to Carrier's employees for claims against their employer including, but not limited to, their work-related injuries.

ARTICLE III. LIMITED AGENCY RELATIONSHIP. Carrier hereby appoints and retains Broker as its limited agent exclusively for the limited purpose of solicitation and dispatch of goods, merchandise, products, commodities, freight or other chattels (hereinafter "Freight") available for transportation by motor vehicle with the limited power and authority to act on Carrier's behalf for the sole, limited purpose of securing merchandise for transportation. Carrier does not grant, and Broker does not accept, any responsibility for any acts or omissions of Carrier.

ARTICLE IV. INSURANCE, CLAIMS, AND INDEMNIFICATION.

Bodily Injury and Property Damage Liability Insurance: Carrier shall keep in force during the term of this Agreement, all insurance required by the Interstate Commerce Commission, the Surface Transportation Board, the United States Department of Transportation, and applicable state law for the transportation of property by a Motor Carrier. Carrier shall furnish written proof of worker's compensation insurance in an amount no less than the applicable statutory minimum, and if no worker's compensation insurance is maintained pursuant to statute, then Carrier shall furnish written notice of such. Carrier shall also furnish written proof of adequate BI/PD, public liability, cargo insurance in the amounts specified below:

- | | | |
|----|--|--|
| 1. | Comprehensive Automobile Liability Insurance | |
| | <u>Bodily Injury</u> | <u>Property Damage</u> |
| | \$1,000,000 per person (combined) | \$1,000,000 per occurrence (combined) |
| | \$1,000,000 per occurrence (combined) | |
| 2. | Comprehensive General Liability | |
| | <u>Bodily Injury</u> | <u>Property Damage</u> |
| | \$1,000,000 per occurrence (combined) | \$1,000,000 per occurrence (combined) |
| | \$1,000,000 annual aggregate (combined) | \$1,000,000 annual aggregate (combined) |
| 3. | Motor Truck Cargo Insurance | |
| | <u>Blanket Coverage</u> | \$100,000 per occurrence with reefer breakdown |

Broker shall be named as an "additional insured" on Carrier's policy. Certification of such insurance shall be furnished to Broker upon execution of this Agreement and on an annual basis thereafter. Such insurance shall provide for written notice from the insurance company to Broker no later than thirty (30) days prior to the expiration, cancellation or modification of such coverage. Carrier shall give Broker thirty (30) days written notice prior to the cancellation or modification of any insurance policy.

Cargo Claims: Any claims from/by Broker, a consignor/shipper or a consignee/receiver (collectively a "Claimant") will be handled in the following manner:

1. A claim for loss, damage, injury, or delay to cargo shall be made by Claimant to Carrier in writing within nine (9) months of the date of the occurrence and shall contain facts sufficient to identify the shipment(s) of property involved and state the amount of the loss or damages claimed.
2. Within fourteen (14) days after date of its receipt of the above notice of loss, Carrier shall: (a) notify the Claimant in writing that Carrier disputes the claim and set forth, and with specificity shall state the basis for the dispute; or (b) provide Claimant with additional documentary evidence or other pertinent information that is required by Claimant to process the claim.
3. Carrier shall be liable for Claimants "full actual loss" resulting from the loss, damage, injury, or delay. The "full actual loss" is the invoice price of the Freight tendered to the Carrier for transportation. Also, the "full actual loss" includes any incidental or consequential damages suffered by Claimant from the alleged loss, injury, or delay caused by Carrier of the claim. If Carrier disputes the claim, and/or the claim is not resolved by an agreement within sixty (60) days of Claimant's original claim, then the parties shall proceed with legal action, which may include arbitration proceedings.

Carrier is required to immediately notify Broker of all accidents and/or events that could give rise to a claim of any type and to resolve any such claims in a timely manner.

Indemnification: Carrier shall defend, indemnify and hold the Broker harmless against any and all losses, costs, claims, expenses, liabilities and/or damages and reasonable attorney's fees arising out of or in connection with the performance of services under this Agreement including without limitation claims for personal injury and/or property damage. The indemnification provisions of this Agreement shall survive and continue in full force and effect notwithstanding any termination of this Agreement. The Carrier agrees to assume full responsibility for goods transported pursuant to this Agreement from the time received by Carrier for transportation until proper delivery has been made. Carrier warrants the safe arrival of the goods, in the same condition as when received by Carrier for transportation, until proper delivery has been made.

ARTICLE V. LOAD CONFIRMATION. Carrier agrees that the Freight, being shipped between points in the contiguous United States, which is tendered to Carrier for transportation from time to time during the term of this Agreement, shall be transported by Carrier under the terms, provisions and conditions of this Agreement. And Carrier further agrees that confirmation of individual shipments shall meet the accepted standards of the American Best Group, Inc. operation, and shall be binding as an agreement in fact.

ARTICLE VI. PROTOCOL. Broker will tender to and Carrier may accept shipments in a method acceptable to and agreed to mutually to eliminate any misunderstandings as to Carrier and Broker responsibilities.

ARTICLE VII. BILL OF LADING. Upon receipt of the Freight from the shipper designated by Broker, Carrier agrees to honor the Bill of Lading issued by the shipper. The Bill of Lading shall be exclusive evidence of the receipt of such goods by Carrier in good order and condition and stated count/quantity unless otherwise specifically noted on the face thereof.

ARTICLE VIII. CARRIER'S COMPENSATION. If Carrier presents clean Bills of Lading with no markings of shortage, late delivery, damaged products, or wrong temperature, then Broker warrants that it will pay Carrier the Compensation, shown on the Load Confirmation in full within thirty (30) days of presentation by Carrier of an invoice and clear delivery receipt, signed by the consignee/receiver without exception or notation. Carrier may elect a quicker "quick pay" method for additional fees. Any bills of lading that have any record of damages or shortages or any problems are not eligible for "quick pay". Furthermore, any damages may be offset by any balances that broker has on account that are due carrier at the time the delivery is made.

ARTICLE IX. NON-EXCLUSIVITY. At its sole discretion, Broker agrees from time to time to arrange Carrier's transportation of Freight under the terms of this Agreement, but Broker does not broker for Carrier exclusively and shall not be obligated to tender all Freight it has available to Carrier. Nothing herein shall be construed to create an exclusive relationship between Broker and Carrier. Carrier hereby agrees to accept all lawful shipments of Freight offered by Broker and to transport such Freight to the destination or destinations designated by Broker. In the event the Carrier is unable to supply transportation service within the time requested by Broker, Carrier shall so advise Broker, who shall be free to arrange for another motor freight carrier to haul the Freight. Failure of Carrier to comply with the request of Broker shall not be a breach of the terms of this Agreement.

ARTICLE X. FORCE MAJEUR. In the event of invasion, insurrection, strike, lockout, riot, civil war, authority of law, act of default of a consignor/shipper or owner, or act of God, the failure on the part of Carrier to make deliveries as requested by Broker shall not be a breach of the terms hereof.

ARTICLE XI. CARRIER'S LIABILITY. Absent Carrier's negligence, Carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of consignor/shipper, owner, or party entitled to make such request or from riots or strikes. Absent Carrier's negligence, Carrier shall not be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such constraints shall be on Carrier. Carrier is solely and exclusively responsible for Carrier's negligent acts and/or the negligent acts of Carrier's employees, contractors, and agents. Carrier shall be liable to consignors/shippers, consignees/receivers, and/or owners of Freight for loss or damage to any property transported from the time the Freight is loaded upon Carrier's equipment continuing until said Freight is delivered to the designated consignee/receiver.

ARTICLE XII. CARRIER'S WARRANTIES AND OBLIGATIONS. Carrier represents and warrants that it is duly licensed by the Department of Transportation and Interstate Commerce Commission and any other applicable licensing and/or regulatory agencies to perform motor contract carriage services. Carrier agrees to provide and utilize equipment which meets DOT requirements, is in good running order and condition and maintain the same in good working order and condition. Carrier agrees to expeditiously transport and deliver without loss, damage, injury or delay such Freight described herein, to the consignee/receiver named on the Bill of Lading, at the time specified or, if no time is specified, then within a reasonable time. Carrier hereby assumes all liability for loss and damage while such commodities are in Carrier's custody or control. Carrier represents and warrants that the driver or drivers employed or otherwise utilized by it are competent and properly licensed drivers, familiar with all applicable federal and state safety regulations and are fully informed concerning their responsibilities for the protection and care of the involved Freight. Carrier represents that it does not hold either a "conditional" or "unsatisfactory" safety rating from the Federal Highway Safety Administration and that in the event it is ever so rated by the Federal Highway Safety Administration or any successor agency, it will immediately notify Broker of such rating. Carrier represents that the services it renders hereunder will be performed without violating any local, state or federal laws and regulations and that it has complied and will comply with all laws and regulations of local, state or federal authorities and regulatory bodies having jurisdiction over the motor freight carriers, including but not limited to, the Department of Transportation and the Interstate Commerce Commission. Carrier agrees that Broker shall not be liable or responsible to anyone for the operation, maintenance or control of Carrier's equipment nor shall Broker be liable or responsible for any violation of traffic regulations, load weight limitations, taxes, fees or rules, regulations or laws which pertain to or affect the transportation of the Freight contemplated herein. Carrier shall not allow any persons other than those authorized by the Broker to be carrier on equipment used for haulage. Carrier shall pay all costs, expenses and attorneys' fees which may be expended or incurred by Broker in enforcing this Agreement, or in exercising any right or remedy of Broker against Carrier or in any litigation incurred by Broker because of any act or omission of Carrier under this Agreement.

ARTICLE XIII. BROKER'S LIABILITY. Broker shall not be responsible for Carrier's negligence or the negligent acts of Carrier's employees, contractors, and agents, and Carrier expressly covenants and agrees to reimburse, defend, indemnify and hold harmless Broker from and against any loss, damage, injury, defense of any lawsuits, or any other expense or claim asserted by any and all persons, including the employees of Carrier, consignors/shippers, consignees/receivers, owners of Freight, or any other person or entity which arise out of any violations of applicable Federal, State and municipal laws or applicable regulations, or by the negligence of Carrier in connection with the carriage of Freight or operation of the motor vehicle equipment utilized by Carrier.

ARTICLE XIV. BROKER'S WARRANTIES AND OBLIGATIONS. Broker agrees to compensate carrier as negotiated, even if the consignor/shipper does not or cannot pay Broker. It is specifically understood by the parties that Broker's guarantee of payment is part of the consideration for this Agreement. Compensation hereunder will be paid to Carrier within thirty (30) days of Broker's receipt of Carrier's invoice and a signed delivery receipt.

ARTICLE XV. ASSIGNMENTS. Carrier understands that Broker has a substantial interest in having Carrier perform the duties under this Agreement and Carrier may not assign this Agreement or any shipments Carrier has agreed to transport under this Agreement without the prior written consent of Broker. In addition, any payments to be made by Broker to Carrier for Carrier's services hereunder may not be assigned or transferred without the prior written consent of Broker.

ARTICLE XVI. HAZARDOUS MATERIALS. Any goods that Shipper tenders or causes to be tendered to Carrier which are classified as hazardous materials by the United States Department of Transportation shall be properly packaged and transportable under applicable rules, regulations and laws of federal, state and local jurisdictions through which they are to be transported.

ARTICLE XVII. NOTICES. All notices required to be given under any of the provision of this Agreement shall be properly given and are in full compliance hereof if made in writing and deposited in a United States post office by registered mail, postage prepaid bearing the address of the respective parties as hereinafter set forth.

ARTICLE XVIII. EARLY TERMINATION. It is further agreed that this contract shall continue in full force and effect for the period(s) specified above; subject, however, to the right of the parties hereto to cancel or terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE XIX. BINDING EFFECT. This Agreement shall be binding upon the successors and assigns of the respective parties hereto; provided, however, that Carrier shall not assign this Agreement, nor any of its duties, obligations and/or warranties hereunder, without the prior written consent of Broker.

ARTICLE XX. CHOICE OF LAW AND FORUM. The parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XXI. AUTHORIZATION. It is agreed and warranted by the parties that the persons signing this Agreement for Broker and Carrier are their authorized representatives to sign this Agreement and have authority to act on their behalf.

ARTICLE XXII. MERGER. This Agreement is intended to be the final and complete agreement between the parties and supersedes and cancels any and all prior agreements made between the parties hereto. Amendments to this Agreement shall be binding only if in writing and signed by both Broker and Carrier.

ARTICLE XXIII. NON-SOLICITATION. For a period of one (1) year following the termination of this Agreement, Carrier shall not solicit Freight for shipment from any shipper, consignor, consignee who/which was a customer of Broker prior to or during the term of this Agreement. Breach of this paragraph shall result in liquidated damages of 35% of revenue derived from this freight. This fee shall be paid to broker from each and every load hauled under this paragraph.

ARTICLE XXIV. SEVERABILITY. In the event that any phrase, clause, sentence, or other provision contained in this Agreement shall violate any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations but shall not operate to invalidate any other provision of this Agreement. The provisions of this Agreement shall survive cancellation, termination, or expiration of this Agreement.

ARTICLE XXV. AGREEMENT REVIEW. The parties represent and warrant that each have had an opportunity to thoroughly review this Agreement and seek the advice of legal counsel, and that each enters into the Agreement freely and for its just benefit and enrichment.

BROKER:
Chimere LLC dba
American Best Group
4000 Bordentown Ave. Suite #30
Sayreville, NJ 08872

CARRIER:

By:

Its: Manager

By: _____

Its: _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	
<input type="checkbox"/> Exempt from backup withholding	

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- 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.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,



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******* PLEASE COMPLETE AND FAX TO YOUR INSURANCE AGENCY!: *******

DATE: _____

Insurance company:

VIA FAX _____

RE INSURED: _____ (YOUR COMPANY NAME)

To Whom It May Concern:

Please add American Best Group to our insurance as a certificate holder, and fax the certificate to ABG at #888-293-3018

Our mailing Address is:

Chimere LLC dba
American Best Group
4000 Bordentown Ave Suite 30
Sayreville, NJ 08872

Thank you

Please call ABG directly if you have any questions # 954-239-2279 option 4 for dispatch