

# BROKER CARRIER PACKETS 2023

(561)-446-1789 jctruckgroup@gmail.com www.jctruckonline.com Boynton Beach Fl 33435



# Carrier Set up Package (Welcome Letter)

Dear Carrier,

For your interest in JCTruck Group llc, I sincerely appreciate you. We take pleasure in having a service culture where we cherish, foresee, and go above and beyond for our customers.

We also think that this kind of service cannot be provided without forging solid relationships with all of our service suppliers, or carriers.

We are committed to offering prompt, fair, and exceptional service to both customers and carriers.

\*

After reviewing the attached documents, it is important that you return the following information by email (jctruckgroup@gmail.com)

\* Carrier profile form (Completed all sections)

- \* Copy of Motor Carrier Authority / ICC Authority
- \* Broker Motor carrier Agreement (Initial all pages; sign last page of the agreement)
- \* Completed W-9 form

\* Certificate of Insurance, Cargo liability, general liability. (Minimum of \$100,000) Note

Please have COI to reflect Reefer breakdown on your policy if you operate reefer equipment.

\* Motor Carrier payment Policy

\* ACH Authorization

We look forward to working with you.



SCAC CODE	MC#	US DO	DT#	FEDERAL ID#
Carrier Name:		]	DBA:	
Physical Address:				
City:		State:		_Zip:
Website:				
Owner/President/Princip	al:	I	Dispatch C	ontact:
Phone:	Email:			Fax:
Accounting Contact:				
Phone:	Email:			Fax:
After hours number:		MC	Number:	
Carrier SCAC code:	Are you	u Smart W	ay certifie	ed? YES NO
Insurance Agent Name:			Phone	:
Number of Units			_Number	of Trailers
Do you have EDI capabilit	y? YES or NO			
Do you have HAZ MAT Cer	tification? YI	ES or NO?		
How many teams do you r	un?			
# of Tractors		# of Trail	ers	
List # of Trailers by Type:	V53V48	FB_	R53	
Geographic Service Area_				

\*\*This information will be used to help us determine future opportunities that may exists based on the services your company provides. \*\*\*\*

If your account receivables department is different than your physical address, or if you are using a factoring company, please complete below\*\*\*\*

Receivable/ Factoring Company Name:				
Receivable Address: _				
City:	State:	Zip:		



# **BROKER - CARRIER AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between JCTruck Group llc ("BROKER"), a Registered Property Broker, Lic. No. DOT/MC-4093438/1559898, and \_\_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT \_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

# 1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. is a licensed road carrier of property authorized to offer goods conveyance under contracts with shippers, recipients, and/or general goods intermediaries.

- B. Will transport the goods while adhering to the terms of this Agreement and its own operational jurisdiction.
- C. Makes the assertions herein with the intention of prompting BROKER to sign this Agreement.
- D. BROKER and CARRIER agree that using each other's names as transporters on a bill of lading is exclusively for the convenience of the shipper and does not change either party's status as a property intermediary or road carrier. In the case that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), bill of lading is used, BROKER, who is not a road carrier, assumes no liability for the loss and damage of goods.

E. Without the previous written approval of the Broker, will not transfer, divide, subcontract, allocate, or convey the carriage of shipments under this Contract to any other individuals or entities operating under a different operational jurisdiction. In addition to any other remedies (whether in equity or law), if CARRIER breaches this requirement, BROKER shall have the right to pay the monies it owes CARRIER directly to the delivering carrier rather than to CARRIER. CARRIER will not be discharged from any responsibilities to BROKER under this Contract or in any other way until BROKER pays the delivery carrier, including any claims under MAP-21 (49 U.S.C. 13901 et seq.). In addition to the obligation to defend in Par 1.H, CARRIER will be liable for any losses that result from violating this clause.



F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments here under constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request. (ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. If CARRIER's federal Operating Authority is terminated, suspended, or rendered inactive for any reason, if it is sold, if there is a change in control of ownership, or if any insurance required by this agreement is threatened with, or is terminated, cancelled, suspended, or revoked for any reason, CARRIER will notify BROKER right away.

H. As part of its obligations under this Agreement, CARRIER shall defend, indemnify, and keep BROKER and its shipper customer harmless from any claims, actions, or damages, including cargo loss and damage, theft, delays, damage to property, and physical injury or death. A claim, action, or damage resulting from the carelessness or



willful wrongdoing of the other Party or the shipper shall not subject either Party to liability to the other. Any ongoing defense expenses are included in the duty to defend.

I. Notifies BROKER in writing right away if its safety rating changes to "Unsatisfactory" or "Conditional" and does not currently have a "Unsatisfactory" safety rating from the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation. enables BROKER to invoice the shipper, the recipient, or other parties with payment obligations for the freight expenses incurred by the carrier.

J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

K. For the benefit of the BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property. CARRIER warrants that : To the extent that any shipments subject to this Agreement are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Agreement are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and ( ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM), and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. CARRIER shall defend, indemnify, hold harmless and be liable to BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by BROKER due to penalties imposed on BROKERS customer(s) because of CARRIER's use of non-compliant equipment.

# 2. BROKER RESPONSIBILITIES:

<u>A. SHIPMENTS, BILLING & RATES</u>: The broker is responsible for offering at least one shipment annually to the carrier. The broker must inform the carrier of the origin and destination of all shipments, any special shipping and handling instructions, special equipment requirements, or the value of shipments in excess of a specified amount.



D. <u>BILLING SERVICES</u>: The broker must conduct all billing services to shippers, consignees, or other parties responsible for payment. The carrier will invoice the broker for their charges, as agreed upon in writing or by electronic means, contained in the broker's Load Confirmation Sheet(s) / dispatch sheets. Any additional rates, modifications, or amendments must be confirmed in writing by both parties and will be incorporated into the agreement.C. RATES: Rates must be confirmed in writing, including billing and payment confirmations. Accessorial charges, tariff rates, released rates or values, or tariff rules or circulars are only valid when agreed upon in writing by both parties.

E. <u>PAYMENT</u>: The carrier's fees must be paid in full by the broker. The broker is still required to pay the carrier even if they are unable to get payment from their client. When the broker receives the bill of lading or delivery confirmation, they have 30 days to pay the carrier's invoice. After giving the broker advance written notice, the carrier may pursue payment from the shipper or another entity liable for payment if the broker fails to make the agreed-upon payments. If the carrier can show payment to the broker, they are not allowed to demand payment from the shipper, consignee, or other parties.

<u>E. BOND</u>: The broker must maintain a surety bond/trust fund in the amount of at least \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA).

- F. <u>NOTIFICATION</u>: The broker must immediately notify the carrier if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason. The broker must also notify the carrier if it is sold, if there is a change in ownership control, or if any required insurance is threatened or terminated.
- G. <u>LIMITED RESPONSIBILITY</u>: The broker is responsible for arranging but not performing the transportation of a shipper's freight.

# 3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. The carrier agrees not to supply equipment that has been used to transport hazardous



wastes, whether or not they meet the definition in 40 C.F.R. §261.1 et. seq. The carrier must provide equipment that is sanitary and free of contamination, suitable for the particular commodity being transported, and will not cause adulteration of the commodity as defined in 21 U.S.C § 342.

The carrier also agrees to transport and deliver all shipments with reasonable dispatch, or as otherwise agreed in writing. This means that the carrier must ensure that all shipments are transported and delivered in a timely and efficient manner, as agreed upon in writing between the carrier and the broker and/or its customers.B. BILLS OF LADING: CARRIER agrees to sign a bill of lading that complies with the regulations under 49 C.F.R. §373.101 for the property it receives for transportation. CARRIER becomes responsible and liable for the freight upon taking possession of it and loading it onto the trailer(s). The responsibility and liability continue until the shipment is delivered to the consignee and the consignee signs the bill of lading or delivery receipt. However, this section does not limit or waive the application of the law related to concealed damages. If the terms of the bill of lading are inconsistent with the terms of this Agreement, they shall be ineffective. CARRIER's failure to issue or sign a bill of lading acknowledging receipt of the cargo shall not affect its liability for the shipment.

# C. LOSS & DAMAGE CLAIMS:

(i) The carrier must comply with 49 C.F.R. §370.1 et seq. and any 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. The carrier understands that adulterated shipments may be refused by the consignee or receiver, at destination without affecting the carrier's liability in the event of a cargo claim. The carrier must not sell or salvage any goods without the broker's express written permission.

(ii) The carrier's liability for any cargo damage, loss, or theft from any cause is

determined under the Carmack Amendment, 49 U.S.C. §14706 if applicable. The liability for exempt commodities and processing cargo loss and damage claims shall be determined by DRC Trading Practices, Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties. If there is no agreement, then one of the above associations' guidelines named above will be selected by the broker.

(iii) The carrier's indemnification liability for freight loss and damage claims under sub-par C(ii) shall include legal fees, which constitute special damages. The carrier



expressly assumes the risk of such damages, which shall not be limited by any liability of the carrier under sub-par (ii) above.

(iv) Neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

(v) The carrier shall pay, decline, or make a settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of the carrier to pay, decline, or offer settlement within this period shall be deemed admission by the carrier of full liability for the amount claimed and a material breach of this agreement.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies evidencing coverage in force as of the date of certificate issuance, and unless otherwise agreed, subject to the following minimum limits: General liability \$100,000; motor vehicle (including hired and non-owned vehicles) \$100,000, (\$100,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any policy limits or exclusion or deductible in any insurance policy. Carrier hereby agrees that Broker and/or Broker's insurance provider may discuss Carrier's insurance coverage with Carrier's insurance provider. Except to the extent (if any) that the same may affect, prejudice or void coverage under the applicable insurance policy, Carrier hereby gives permission to Carrier's insurance provider to disclose and discuss Carrier's insurance coverage with Broker and/or Broker's insurance provider and gives permission for Carrier's insurance provider to provide a copy of Carrier's insurance policy(ies), together with all declaration pages, endorsements, schedules, applications and/or other documents pertaining to such policy(ies), to Broker and/or Broker's insurance provider. This permission includes, but is not limited to, the release of verbal and written information pertaining to any claim that arises from transportation that occurs under this agreement, including, but not limited to, letters or other correspondence pertaining to any denial of coverage or reservation of rights to deny coverage.



# 4. MISCELLANEOUS:

<u>INDEPENDENT CONTRACTOR</u>: The parties shall be considered independent contractors at all times. Neither party's actions or this agreement will imply a partnership, joint venture, employer-employee, fiduciary or principal-agent relationship. Each party shall solely supervise its employees and agents who provide services under this agreement, with exclusive control over their actions and operations. Neither party has the right to control, discipline, or direct the performance of employees or agents of the other party. Neither party shall represent to any party that it is anything other than an independent contractor in its relationship to the other party.

<u>NON-EXCLUSIVE AGREEMENT</u>: The carrier and broker acknowledge that this agreement does not bind them to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders

# G. LIMITATION OF LIABILITY:

The parties acknowledge that limitations of liability for cargo loss and damage, as well asother liabilities, arising out of the transportation of shipments originating outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.

JCTruck Group llc	Company:
Boynton Beach Fl 33435	Address:
Signature:	Signature:
Title:	Title:

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

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

SERVICE DATE August 11, 2023

## LICENSE

### MC-1559898-B

### U.S. DOT No. 4093438 JCTRUCK GROUP LLC BOYNTON BEACH, 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.

Jeffy L. Suit

Jeffrey L. Secrist, Division Chief Office of Registration

BPO

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
page 2.	2 Business name/disregarded entity name, if different from above		
uo	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:   Individual/sole proprietor or C Corporation S Corporation Partnership	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
ype	single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	hip) 🕨	Exempt payee code (if any)
Print or type Specific Instructions	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.	•••	Exemption from FATCA reporting code (if any)
in D	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)
ciți	5 Address (number, street, and apt. or suite no.)	Requester's name a	and address (optional)
Spe			
See	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Par	t Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		curity number
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>		
TIN o	n page 3.	or	
	If the account is in more than one name, see the instructions for line 1 and the chart on page lines on whose number to enter.	4 for Employer	identification number

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 on page 3.

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

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. **Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

# 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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  $% \left( {{{\left( {{{{\bf{n}}_{\rm{T}}}} \right)}_{\rm{T}}}} \right)$ 

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

OMB No.: 2126-0017

USDOT Number:

**Date Received:** 

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 Bond Number: 5184794 MC# and/or FF#: 1559898

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

KNOW ALL	MEN BY THESE PRESENTS, that we,	JCTRUCK GR	OUP LLC	
	(Name of Broker	or Freight Forwarder)		
of	2311 NE 4TH CT	BOYNTON BEACH	Florida	33435
(Street)		(City)	(State)	(Zip)
as PRINCIPA	L (hereinafter called Principal), and	Great American Insu	rance Company	
(Namu				,
a corporatio	n, or a Risk Retention Group established under t	ne Liability Risk Retention Act of 198	<u>86, Pub. L. 99-563</u> , creat	ted and existing

under the laws of the State of	Ohio	_ (hereinafter called Surety), are held and firmly bound unto the United States of
	(State)	

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of <u>Title 49 U.S.C. 13904</u>, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the <u>ICC Termination Act of 1995</u> in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with <u>49 U.S.C. 13906(b)</u>, and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the <u>ICC Termination Act of 1995</u> under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the <u>08th</u> day of <u>August</u>, <u>2023</u>, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under <u>Section 387.315 of Title 49</u> of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Prin	cipal and Surety h	ave executed this instrume	nt on the <u>08th</u> day	y of <u>Augu</u>	<u>st , 2023 </u> .
PRINCIPAL			SURETY		
JCT	RUCK GROL	IPIIC	Great Ame	rican Insurar	ice Company
COMPANY NAME			COMPANY NAME	indan modrai	
2311 NE 4TH	ICT	BOYNTON BEACH	301 E 4th	Street	CINCINNATI
STREET ADDRESS			STREET ADDRESS	roucci	
Florida	33435	(561) 446-1789	Ohio	45202	(215) 766-1990
STATE	ZIP CODE	TELEPHONE NUMBER	STATE	ZIP CODE	TELEPHONE NUMBER
0 mil				eisbrot , Attor	
(type or p	rint Principal officer's	name and title)		int Principal officer's	
	Principal officer's sign	nature)		Principal officer's sign	nature)
(	type or print witness's	name)	(1	type or print witness's	name)
2	(witness's signatur			(witness's signatur	
				(affix Surety seal	CON INSURANCE COMPANY
		Filings must be transi	nitted online via the Int	ernet at <u>http://w</u>	ww.fmcsa.dot.gov/urs.

# **GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

#### POWER OF ATTORNEY KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. Limit of Power Name Address JOHN D. WEISBROT ALL OF ALL PIPERSVILLE, PENNSYLVANIA MELISSA L. MCDADE \$10,000,000 STEVEN M. VARGA This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate 19TH OCTOBER officers and its corporate seal hereunto affixed this day of 2020 GREAT AMERICAN INSURANCE COMPANY Attest

No. 0 21243

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Divisional Senior Vice President MARK VICARIO (877-377-2405)

On this 19TH day of OCTOBER , 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

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This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

### CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 07th

day of

August

2023 .

the C.B.





Great American Insurance Group Tower 301 E. Fourth St. Cincinnati, OH 45202

### **GREAT AMERICAN INSURANCE COMPANY**

### STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS AS OF DECEMBER 31, 2022

### ADMITTED ASSETS

### LIABILITIES, CAPITAL AND SURPLUS

Bonds\$	5,473,101,482	Unpaid losses and loss expenses\$	5,396,173,107
Stocks	1,291,825,478	Reserve for underwriting expenses	394,981,321
Mortgage loans on real estate	747,159,419	Reserve for unearned premiums	1,852,967,836
Real estate (net of encumbrances)	2,157,159	Ceded reinsurance premiums payable	196,030,365
Cash and short-term investments.	281,542,115	Funds held under reinsurance treaties	765,518,543
Other invested assets	2,065,262,544	Provision for reinsurance	49,361,400
Receivable for securities	909,672	Retroactive reinsurance ceded.	(68,612,054)
Investment income due and accrued	47,500,889	Other liabilities	184,945,627
Agents' and premium balances	798,036,114	Total liabilities	8,771,366,145
Reinsurance recoverable on loss payments	160,244,314		
Federal income taxes	18,043,725		
Net deferred tax asset	61,034,209		
Receivable from affiliates	12,299,832		
Receivable from Federal Crop Insurance Corporation	644,298,925		
Company owned life insurance	202,710,992	Capital stock \$ 15,440,600	
Funds held as collateral	57,086,887	Paid in surplus	
Funded deductibles	25,791,907	Special surplus funds	
Other admitted assets	42,364,009	Unassigned funds	
		Policyholders' surplus.	3,160,003,527
		- 101 101	
Total\$	11,931,369,672	Total\$	11,931,369,672

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

### STATE OF OHIO

### COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2022.

Subscribed and sworn to before me

this 28th day of February, 2023.

HOLLY M. CLAYTON Notary Public, State of Ohio My Commission Expires April 28, 2025



ontrolle Assistant Secretary



## **Carrier Payment Options - Attachment - 1**

Carrier Name:	
мс:	Accounting Contact:
Remit to Addr	ess:
Phone:	Fax:
Email:	
Please Select o	ne of the following Payment Terms and Methods of Payment:
Standa	ard Payment Terms: Payment is sent within 21-25 days of receipt of invoice and POD.
	DIRECT DEPOSIT (ACH) - FREE. Please fill out the bank information below and attach a voided check with company name listed.
	CHECK - free
v	WIRE - \$25 is charged per wire. Please fill out the bank information below and attach a voided check with company name listed.
3 Day	Quick Pay: Payment is sent within 3 days of receipt of POD (3% fee)
	DIRECT DEPOSIT (ACH) - FREE. Please fill out the bank information below and attach a voided check with company name listed.
	CHECK - free
י <b>ר</b>	WIRE - \$25 is charged per wire. Please fill out the bank information below and attach a voided check with company name listed.
* Please be aw	are that if this form is not complete and payment cannot be scheduled until it is signed and dated below.
	······································
Signature:	Print Name: Date:
	Bank Information
Account #:	
Routing #: _	
Bank Name:	
Bank Address:	·
Bank Phone:	
Checking: _	Savings:

## AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

I hearby authorize G Squared Funding, LLC, acting on behalf of JCTRUCK GROUP, LLC to pay electronically the bank checking or savings account indicated above, and authorize the financial institution named above to credit such entries directly to the Customer's account. Also if necessary, to adjust, reverse or recall a deposit made to my account in error. This authorization is to remain in effect until I have cancelled it in writing, allowing time for G Squared Funding, LLC to process the cancellation.