



MELIAN LLC

BROKER/SHIPPER TRANSPORTATION AGREEMENT

This agreement is made and intended to be effective this (the) _____ day of _____, 2023 by and between Melian LLC (Referred hereafter as, "Broker"), Having offices at 1965 Crossroads Blvd Winter Haven, FL 33881 ("Broker") and _____, ("Referred hereafter as "Shipper") having offices at _____ ("Shipper") collectively referred to as the "Parties".

(A) Broker is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number **MC-1260347**, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of Broker's FMCSA license is attached as Appendix A, and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and (B) Shipper, to satisfy some of its transportation needs, desires to utilize the services of Broker to arrange for transportation of Shipper's freight.

NOW, THEREFORE, intending to be legally bound, Broker and Shipper agree as follows:

1. **Term.** The term of this Agreement shall be one (1) year, commencing on the date shown above, and shall automatically renew for successive one year periods; provided that either party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this agreement.

2. **Acceptance of Goods for Transit.** The Broker undertakes to arrange for any or all of the following services (The Services): packing, crating, handling, loading, unloading, storage or transport of goods for the Shipper. The Services shall be performed under the following terms and conditions, which the Broker has made available to the Shipper.

3. **Duties of the Broker when acting as a Broker:** (A) The Broker shall procure the services from third parties in the name, and on behalf of, the Shipper. (B) There shall be a direct relationship between the Shipper and those third parties. The Broker shall be permitted to act in any reasonably necessary manner and shall perform its duties using a reasonable degree of care and diligence. (C) The Broker shall perform its services within a reasonable time, taking all reasonable steps to perform the transaction in accordance with the Shipper's instructions. (D) The Broker shall be permitted to depart from any instruction from the Shipper if the Broker deems it necessary to do so in order to protect the Shipper's interest. (E) The broker shall seek further instructions from the shipper if it becomes impossible at any time for the broker to fulfill its duties (F) The broker shall not be liable for loss of or damage to the goods while the goods are in the custody, possession or control of third parties.

Initials _____

4. **Duties of the Shipper:** (A) The Shipper warrants that it is either the owner or the authorized agent of the owner of the goods. (B) The Shipper authorizes the Broker to contract in the name of the Shipper with third parties to perform any or all of the Services on behalf of the Shipper.

(C) The Shipper shall provide a full and accurate description of the goods to be transported. (D) Except where the Broker is instructed to do so, the Shipper shall properly pack, stow and prepare the goods in a manner suitable and appropriate for shipment by any mode of transport. (E) The Shipper shall mark the goods and the outside packaging as required by any laws or regulations, which may be applicable while the services are being provided. (F) The Shipper shall pay all freight charges, duties, or other sums connected with the handling and transportation of the goods. (G) The Shipper shall pay to the Broker all sums immediately when due, without reduction or deferment on account of any claim. (H) The Shipper shall remain responsible for the payment of all charges when the Services are to be provided upon instructions to collect freight, duties, charges or any other expenses from another. (I) The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Shipper to pay all charges or other sums due promptly on demand. (J) Shipper shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent that any shipments constitute hazardous materials. Shipper is obligated to inform Broker immediately if any such shipments constitute hazardous materials. Shipper shall defend, indemnify and hold Broker harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of Shipper's failure to comply with applicable hazardous materials laws and regulations. (K) The Shipper shall not deliver any bullion, precious metals, precious metal objects, gold, silver, platinum, precious or semi-precious stones, jewelry, money, securities, accounts, bills, currency, food stamps, lottery tickets, notes, bank notes, coins, bonds, negotiable instruments, evidences of debt, passports, tickets, documents, manuscripts, records, valuable papers, cigarettes, cellular telephones, PDA's, valuable works of art, bloodstock, live animals, plants or lungs, contraband, or vehicles except under special arrangements in which notice is given to the Broker. (L) The Shipper shall advise Broker if any goods are liable to taint or affect other goods or are likely to harbor or encourage vermin or other pests.

5. Indemnification by the Shipper. The Shipper shall indemnify and hold the Broker harmless for: (A) All duties, taxes, fines, or other expenses incurred by the Broker caused by the Shipper or any party acting on his behalf. (B) Any claim for general average and salvage, and the Shipper shall provide such security as may be required. (C) Where the Shipper himself has prepared the goods for transport, for any claim by a third party for bodily injury or property damage arising out of the Shipper's failure to pack, load, stow or otherwise adequately prepare the goods for shipment.

6. Payments. Broker shall invoice Shipper for its services in accordance with the rates, charges and provisions set forth, and any written supplements or revisions that are mutually agreed to between the Parties in writing. If rates are negotiated between the Parties and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon Broker's invoice to shipper's and shipper's payment to broker. Shipper agrees to pay the broker's invoice within 15 days of invoice date without deduction or setoff.

7. Lien on Cargoes. (A) The Broker shall have a general lien on any and all property of the Shipper in its possession or control, for any claim for charges, expenses or advances incurred by the Broker in connection with any of the Services rendered to the Shipper. (B) The Broker may, at its option, suspend property delivery until all Shippers' obligations due to the Broker are paid. (C) If such claim remains unsatisfied for thirty (30) days after demand is made, the Broker may sell the goods at public auction or private sale on ten (10) days' written notice to the Shipper in a factory of the sum due to the Broker. (D) Any surplus from such sale, after the payment of any applicable expenses, shall be transmitted to the Shipper. (E) The Shipper shall remain liable for any deficiency in the sale.

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8. Presentation of Claims and Liabilities.

(A) In the event that the goods are lost, damaged, delayed or otherwise received in a manner inconsistent with its intended delivery, the Shipper shall give notice to the Broker, immediately after it learns of the condition, but not later than seven (7) days thereafter. On receipt of such notice, the Broker shall arrange on Shipper's request an investigation of the circumstances surrounding the matter.

(B) Shipper shall be responsible for the timely filing of a claim with Carrier, if the Carrier does not pay a claim and Broker is notified of this act, it is Broker's sole duty to notify Shipper in writing, and it is the Shipper's duty to timely file a lawsuit or other dispute (e.g. arbitration) resolution format required for the shipment.

(C) The Broker shall not be liable for the loss, delay or damage to the goods. Carriers used for the Shipment will assume liability as provided under CFR 370 for all shipment loss and damage claims, including delay, will not exceed the least of (1) The invoice value (2) The declared value or (3) \$100,000 per shipment not to exceed the maximum amount of Carrier's cargo insurance, unless at time of booking the Shipment, Shipper requested a higher amount as declared value and paid the appropriate excess valuation charge. Any Shipment of used materials may be subject to lower limitations of liability than the limits set forth in the preceding sentence, as shed by Carrier. Shipper shall seek restitution from the Carrier by filing a proper claim for loss and damage against the Carrier, and not against the Broker. Note: Shippers should procure cargo insurance to protect against loss, damage or delay that occurs in Mexico.

9. Insurance. Broker agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

(A)

(B)

10. Surety Bond. Broker shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 or as otherwise required by the FMCSA and furnish Shipper with proof upon request.

11. **Homeland Security.** As applicable to each, respectively, Broker and Shipper shall comply with state and federal Homeland Security related laws and regulations.

12. **Assignment/Modification of Agreement.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

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

Initials _____

14. **Independent Contractor.** It is understood between Broker and Shipper that Broker is not an agent for the carrier or Shipper and shall remain at all times an independent contractor. Shipper does not exercise or retain any control or supervision over Broker, its operations, employees, or carriers.

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

16. **Notices.** Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission or email with confirmed receipt) and shall be addressed as follows:

(Broker)

Melian LLC.

Address: 1965 Crossroads Blvd

Winter Haven, FL 33881.

Phone: 407-385-0949

Email: info@melianllc.com

(Shipper) _____

Attn: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

17. Indemnity. Broker and Shipper shall each defend, indemnify and hold harmless the other party from and against all loss, damage, expense, including injury resulting in death, and damage to property arising out of or in connection with the indemnifying party's or its agents and employees failure to observe and/or enforce the duties and responsibilities set forth herein, including loading, handling, transportation, unloading or delivery of any Shipment hereunder or in any other way related to the indemnified party's or its agents' and employees' negligent acts, omissions or performance of their obligations hereunder, unless such injury is caused by the sole negligence of the indemnifying party.

18. Force Majeure. Neither Broker nor Carrier shall be liable for any delay in the performance of the Transportation Services resulting directly or indirectly from or contributed to by any force majeure, including, but not limited to, acts of God, acts of government or other civil or military authorities, fires, accidents, floods, strikes, lockouts, war, riot or other circumstances beyond their reasonable control.

19. Waiver of Certain Damages. In no event shall Broker or Carrier be liable for any consequential, incidental, or special damages, which may arise, from loss, damage, non-delivery, or delay of any shipment. This limitation shall apply to and include, but not limited to damages for loss of profit, loss of income, or loss of business opportunity.

20. Law and Jurisdiction. The terms and conditions of the Services to be provided shall be construed in accordance with the laws of the State of Florida.

21. Entire Agreement: This Agreement, including all appendices and addenda, constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, informants, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The Parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitral proceeding involving this Agreement.

Initials _____

Title; CEO



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

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

SERVICE DATE
January 11, 2023

LICENSE
MC-1260347-B
U.S. DOT No. 3653663
MELIAN LLC
WINTER HAVEN, 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.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Division Chief
Office of Registration

BPO

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT**

USER ID:	MSTEWART
TRANSMISSION NUMBER:	WEB52811
TRANSMITTED ON:	01/06/2023 08:23:55
COMPANY NAME:	UNITED STATES FIRE INSURANCE CO.
SUBMITTEND BY:	UNITED STATES FIRE INSURANCE CO. (05230-00)

Docket	Form/Type	Policy Number	Effective Date	Action
MC-1260347	BMC-84/SURETY	615119669	12/29/2022	ACCEPTED

Values in FMCSA Licensing & Insurance Database.

Legal Name:	MELIAN LLC
DBA Name:	
Address:	1965 CROSSROADS BLVD
	WINTER HAVEN FL US 33881
	1965 CROSSROADS BLVD
	WINTER HAVEN FL US 33881-8259

91X Coverage(Type/Max/Underlying):

Total: 1

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Melian LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1965 Crossroads Blvd.</p> <p>6 City, state, and ZIP code Winter Haven, FL 33881</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
4	6	-	4	1	1	7	9	4	2		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 08/21/2023
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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