



the royal service your **freight** deserves

**Q SHIP USA CORP.**

*Broker Shipper Packet*

2024



**Q Ship USA Corp.**

# *Legal Proposal*

The enclosed documentation includes our company's Federal Motor Carrier Number, Certificate of Insurance, and Brokerage Agreement.

These documents are presented to legally inform you of our authority to engage in operations as a broker arranging for transportation of freight.

This legal proposal is to authorize that the authority granted is effective, legal and binding, and is accepted in accordance to the Department of Transportation.

Charles Kohn  
President and Founder



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

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

**SERVICE DATE**  
February 12, 2014

**LICENSE**  
**MC-853756-B**  
U.S. DOT No. 2473983  
Q SHIP USA CORP

BROOKLYN, NY

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, Chief  
Information Technology Operations Division

BPO

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

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906  
or Notice of Cancellation of the Agreement

# FORM BMC-85

Filer FMCSA Account Number: 22512

License No. MC-853756

KNOW ALL MEN BY THESE PRESENTS, that we, O Ship USA Corp.

*(Name of Broker or Freight Forwarder)*

of 860 Bedford Ave.

*(Street)*

Brooklyn

*(City)*

NY

*(State)*

11205

*(Zip)*

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association Inc

*(Name of Trustee)*

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)

*(State)*

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) 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 Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

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

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 22 day of January 2014, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 31 day of March, 2014

**TRUSTOR**

Q Ship USA Corp.  
COMPANY NAME

860 Bedford Ave. Brooklyn  
STREET ADDRESS CITY

NY 11205 (646)459-4306  
STATE ZIP CODE TELEPHONE NUMBER

Chaim Kohn, President  
(type or print Principal officer's name and title)

[Signature]  
(Principal officer's signature)

JACOB KOHN  
(type or print witness's name)

[Signature]  
(witness's signature)

**TRUSTEE**

Pacific Financial Association Inc  
COMPANY NAME

12707 High Bluff Dr. Ste. 200 San Diego  
STREET ADDRESS CITY

CA 92130 (800) 595-2615  
STATE ZIP CODE TELEPHONE NUMBER

Daniel J. Larson, President  
(type or print Principal officer's name and title)

[Signature]  
(Principal officer's signature)

Shelly Wright  
(type or print witness's name)

[Signature]  
(witness's signature)

**NOTICE OF CANCELLATION**

This is to advise that the above Trust Fund Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13806(b) and 49 CFR 387.307, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 12:01 a.m. standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed \_\_\_\_\_ Signature of Authorized Representative of Trustee or Trustor \_\_\_\_\_

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.





# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Q Ship USA Corp</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
<b>Note:</b> 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 <b>not</b> 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.	
<input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>860 Bedford Ave</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Brooklyn NY 11205</b>	
<b>7</b> List account number(s) here (optional)	

## 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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	6	-	4	6	1	6	1	8	7

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/1/2021</u>
------------------	----------------------------	------------------------

## 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](http://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.*





## STANDARD SHIPPER-BROKER AGREEMENT

---

This contract made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_, a domestic corporation, hereinafter called "SHIPPER", and **Q SHIP USA Corp.** located at **860 Bedford Avenue Brooklyn, New York 11205**, a domestic corporation, hereinafter called "FREIGHT BROKER".

Whereas, Freight Broker is engaged in the business of placing loads, tendered to it by shipper, for transportation with carriers by motor vehicle, regulated by the Federal Motor Carrier Safety Administration, under contract with such carriers; and whereas, Freight Broker represents that it is duly authorized to perform such services for compensation under a license issued to it by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC-853756; and that it holds an effective Surety Bond or Trust Fund Agreement under 49 U.S.C. 10927(b) and 49 C.F.R. 1045; and that it shall employ only the services of motor carriers duly authorized by the Interstate Commerce Commission and insured in accordance with the laws and regulations of the appropriate federal and/or state regulatory agencies including but not limited to the Federal Motor Carrier Safety Administration and the United States Department of Transportation.

Whereas, Freight Broker desires to provide its transportation services on behalf of the Shipper for the interstate, intrastate and foreign transportation of commodities as more specifically described hereinafter; and

Whereas, Shipper desires to avail itself of such service.

Now, therefore, in consideration of the mutual agreements herein contained, and the compensation that the Freight Broker will receive from the monies that are paid for the transportation, the parties agree as follows:

1. Shipper agrees to tender certain loads, from time to time, to Freight Broker. The charges as to each shipment shall be agreed to, either orally or in writing, by the parties, prior to the movement of the shipment.
2. Freight Broker agrees to make every reasonable effort to place such loads with contract carriers for the purpose of transporting the loads with reasonable dispatch under the direction of the Shipper.
3. Freight Broker agrees to provide Shipper with adequate proof of acceptance and delivery of such loads in the form of a freight bill, and Shipper understands that the Freight Broker will be compensated by the carrier for the moves on which the Shipper pays the Freight Broker the transportation charges.
4. Except as may otherwise appear herein (including appendices), the rights and obligations existing between the parties hereto shall be those defined in the Interstate Commerce Act as to the conduct of Freight Brokerage in interstate and foreign commerce.
5. The terms of this Agreement shall commence on the above stated date and shall continue in effect until terminated by either party upon not less than fifteen (15) days written notice, either hand delivered or mailed to the address shown above.
6. The parties agree that in the event Shipper determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by Freight Broker, the Freight Broker will act as administrator for the claim and insure that all claims are filed and processed in accordance with 49 C.F.R. 1005. All matters pertaining to rates and charges should be solely between Shipper and Freight Broker.
7. Freight Broker represents that the carriers that it uses will hold effective cargo insurance for all loads placed for transportation with them, and that the benefits of such insurance shall insure to the Shipper.
8. Freight Broker agrees that it shall treat all sensitive business information as confidential and shall not release same without the written consent of the Shipper.

9. It is understood between the parties that Freight Broker shall remain an independent contractor under this contract and that its



agents and/or employees are under its exclusive management and control and that Shipper neither exercises nor retains any control or supervision of or over Freight Broker, or its operations, agents or employees in any manner whatsoever.

10. It is understood between the parties that each shall conduct its operations and activities in accordance with all Federal, State and Municipal laws, regulations, rules and ordinance affecting or regulating the transportation of the commodities involved.

11. Freight Broker agrees that in each of the contracts it has with contract carriers that the following clause shall be included:

"Carrier authorizes Freight Broker to invoice Shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to Freight Broker shall relieve Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges."

12. Freight Broker agrees to indemnify Shipper and hold it harmless from any claims which arise from the use of carriers not meeting the above stated requirements.

13. This instrument constitutes the entire agreement of the parties with reference to the subject matter hereof, and may not be changed, waived, or modified except in writing signed by both parties. This contract shall be construed in accordance with the laws of the State of New York.

14. If any dispute arises about any matter covered by the terms of this Motor Contract Carrier Agreement, the dispute must be submitted, by the party who alleges a violation filing a complaint with the Federal Motor Carrier Safety Administration. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Commission, and the terms of this contract that the complainant believes have been violated.

Such a complaint shall be submitted in accordance with all the provisions of 49 C.F.R. 1111.

No court action can be taken by either party prior to the decision of the Commission, and the decision of the Commission shall be a binding, final and non-appeal able decision. If for any reason the Commission refuses to accept the complaint, or refuses to make a ruling on the subject matter of the complaint, then the parties' recourse shall be to the judicial system, either state or federal.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

SHIPPER:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

FREIGHT BROKER:

**Q SHIP USA CORP.**

BY: Charles Kohn

TITLE: Chief Executive Officer

ADDRESS: 860 Bedford Avenue

CITY, STATE, ZIP: Brooklyn, NY 11205

PHONE #: 844-774-4787

FAX #: 646-650-5477



# Q Ship USA Corp.

\*Please fill out the following Master Credit Application

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROV/STATE: \_\_\_\_\_ POSTAL ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ OTHER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE OF INCORPORATION/PARTNERSHIP: \_\_\_\_\_

NAMES OF PRINCIPALS OFFICERS: 1. \_\_\_\_\_ TITLE: \_\_\_\_\_

2. \_\_\_\_\_ TITLE: \_\_\_\_\_

ESTIMATED MONTHLY REQUIREMENT: \_\_\_\_\_

SPECIAL BILLING INSTRUCTIONS: \_\_\_\_\_

BANK: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ ACCT# \_\_\_\_\_

BRANCH: \_\_\_\_\_ PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

## CREDIT REFERENCE

1) NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

2) NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

3) NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

## COMPANY ACCOUNTING CONTACT

Name:

Phone #:

Email:

*Application continues on the following page.*



# Q Ship USA Corp.

\*Customer agrees to pay for all Services as actually provided, including any accessorial charges and adjustments to the original rate issued by the carrier. Liability for freight loss and damage resides exclusively with the motor carrier transporting the freight. Customer agrees that payment of freight charges may not be postponed or setoff due to alleged loss, damage or delay to freight. Customer agrees to pay these freight charges in full, and if necessary submit to broker a written claim. Broker agrees to submit, negotiate and settle all claims with the responsible carrier and to keep Customer advised of the status of all such claims.

My signature below indicates my agreement to the above and my permission to obtain credit information from the sources referenced and attests financial responsibility to pay invoices in accordance with terms.

**CREDIT LIMITS ARE 15 DAYS**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_



# Q Ship USA Corp.

## Credit Card Application

Name:

Company:

Address:

City:

State:

Zip:

Phone #:

Fax:

Accounting Contact:

Name:

Phone #

Email:

Credit Card Type:    Master Card    Visa Card    Amex    Other:

Credit Card#:

Expiration Date:

Security Code:

(Three digit security code found on the back of the card)

\*Customer agrees to pay for all Services as actually provided, including any accessorial charges and adjustments to the original rate issued by the carrier. Liability for freight loss and damage resides exclusively with the motor carrier transporting the freight. Customer agrees that payment of freight charges may not be postponed or setoff due to alleged loss, damage or delay to freight. Customer agrees to pay these freight charges in full, and if necessary submit to broker a written claim. Broker agrees to submit, negotiate and settle all claims with the responsible carrier and to keep Customer advised of the status of all such claims.

***By signing this form you are agreeing to the above terms and authorizing Q SHIP USA Corp. to charge your credit card or debit your account to pay for the freight charges.***