

PHONE: (866) 892-1746

FAX: (716) 810-9201

8555 Main St

PO Box 660

Clarence, NY 14031

COMPANY CONTACTS

Logistics Director: Mike Maly Ext. 235

Transportation Manager: Randy Hobbs Ext. 234

Dispatch:

Christal Ext. 246

Evin Ext. 233

Joel Ext. 228

Kevin Ext. 245

KJ Ext. 207

Kori Ext. 228

Marcus Ext. 203

Mark Ext. 249

Nick Ext. 236

Stephanie Ext. 204

Terese Ext. 248

Accounting: Beth bethkreutzer@lpctrade.com

Canadian Office

Sales Manager: Wayne 289-296-5391

Dave

Tricia

Setup Packet

LPC Logistics
A division of Lackawanna Products Corp
8545 Main Street
P.O. Box 660
Clarence, NY 14031
Toll Free: (866) 892-1746
Phone: (716) 810-9182
Fax: (716) 810-9201



Please fill out this form and e-mail or fax back to us

Company name: _____
Contact(s): _____
City: _____ State: _____
Phone #: _____
Cell #: _____
e-mail(s): _____

MC# _____

Equipment (please fill in # of each):

Vans____ Reefers____ Flatbeds____ Conestogas____ Hotshot____
Hoppers____ Walking Floor____ Dumps____ Power Only____
Pneumatic____
Others: _____

LTL? Yes____ No____

Area's run:
East of Mississippi____ Midwest____ Mountain states____ West Coast____
Canada____ Mexico____
Other: _____

Please email or fax this sheet back to us with your setup packet

LPC BROKERAGE

A division of Lackawanna Products Corporation
8545 Main Street
PO Box 660
Clarence, NY 14031-1498
Toll Free: 866-892-1746
Office: 716-633-1940
Fax: 716-633-3988

WORKERS COMPENSATION WAIVER

Our insurance company requires that we maintain records on Workers Compensation Insurance on ever CARRIER used to haul our shipments. Without this information, we cannot do business.

1. If you are a carrier, please have your insurance carrier send a Certificate of Insurance, showing LPC BROKERAGE / Lackawanna Products Corp. as a certificate holder. If you are not required to carry Workers Compensation Insurance, please sign this waiver of Liability & fax it back to our office prior to hauling our load.
 2. If you are a Broker and do not have your own trucks, or are a carrier using trucks besides your own, we require proof of Workers Compensation Insurance, in the form of a Certificate of Insurance showing LPC Brokerage / Lackawanna Products Corp. as a certificate holder, issued by the carrier's insurance company, for EACH carrier used. If the carrier being used is not required to carry Workers Compensation Insurance, they must sign this Waiver of Liability and return it to our office Prior to hauling our load.
-

I am an independent carrier. As such, I am not required to have Workers Compensation Insurance. I hereby relieve LPC Brokerage / Lackawanna Products Corp., the shipper, and the consignee of any and all responsibility or liability regarding injury and/or death, of any person, or persons in my employment, and under my direction.

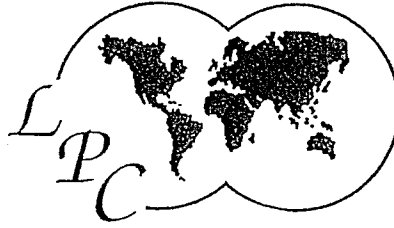
DATE: _____

NAME OF CARRIER: _____

ADDRESS: _____

AUTHORIZED NAME AND TITLE: _____

SIGNATURE: _____



LPC LOGISTICS

OFFERS QUICK PAY ON ALL OUR LOADS

QUICK PAY OPTIONS:

Quick pay checks issued within 5 days after receipt of invoice (Must Include ALL Properly Completed Paperwork)

****Cost is 4% of invoiced amount****

Quick pay checks issued within 7-10 days after receipt of invoice (Must Include ALL Properly Completed Paperwork)

****Cost is 3% of invoiced amount****

Please check preferred payment option below!

“5 days - “For all Future LPC loads” _____

“7-10 days - “For all Future LPC loads” _____

Once you have faxed (716-810-9201), or emailed ALL of the properly completed papers (ie. Key Rec# if Home Depot, Store Stamp if Walmart, & Signatures on ALL Pages of POD'S) for the load(s), including an invoice; Quick Pay will BEGIN upon the receipt of the items listed above. Please provide a signed rate confirmation & properly completed paperwork. Thanks!

Date: _____

Trucking Company: _____

Signature: _____

LPC LOGISTICS

A division of Lackawanna Products Corporation

8545 Main Street

PO Box 660

Clarence, NY 14031-1498

Toll Free: (866)892-1746

Office: (716)810-9182

Fax: (716)810-9201

INSURANCE REQUIREMENTS

In order for any trucking company to haul for LPC Logistics, or Lackawanna Products Corp., the following insurance coverage is required:

1. AUTOMOTIVE LIABILITY – Limits of not less than \$1,000,000.
2. WORKER'S COMPENSATION – Coverage and necessity will vary from state to state, and different requirements apply to Canadian truckers. WE WILL REQUIRE A SIGNED WAIVER (in packet) IF NO COVERAGE EXISTS.
3. CARGO – Limits of not less than \$100,000 or sufficient amount to cover full value of load being transported.

Proof of insurance MUST come from your insurance company in the form of a Certificate of Insurance, showing LPC Logistics / Lackawanna Products Corp. as an additional insured or certificate holder.

In addition, please provide us with your Company Profile, W-9, Authority, the signed Broker/ Carrier Agreement (with your MC #), and the workers compensation waiver (if necessary).

CONTRACT CARRIER / BROKER AGREEMENT

This Agreement is made as of the date written below, between LPC Logistics, and the Carrier identified below. The parties hereto agree as follows:

- 1. Definitions:** "Agreement" means this particular Agreement.
"Broker" means LPC Logistics, 8545 Main St., PO Box 660, Clarence, N.Y. 14031.
"Carrier" means _____
"Rate Addendum" shall mean separately issued Contracts in which the Carrier and LPC Logistics agree on the rates and additional terms for the transportation described therein.
- 2. Scope and Term:** Broker is licensed by the Federal Motor Carrier Safety Administration (FMCSA), operating as a **Property Broker**, under license number MC-255486, for the arrangement of transportation of property by authorized motor carriers, between points in the United States and/or Canada. **Carrier** is a licensed motor contract carrier of property, authorized by the Federal Motor Carrier Safety Administration, under license number _____, and intrastate authority as necessary, providing the transportation of property between points in the United States and/or Canada, as authorized. The term of this Agreement is for one (1) year, subject to earlier termination by either party giving thirty days written notice to the other. Otherwise this contract shall automatically renew for successive one (1) year terms. There is no minimum volume of freight implied or contemplated by this agreement.
- 3. Rates:** The rates, rules, and regulations for transportation under this Agreement shall be as stated in the separate contract(s) issued to **Carrier** by **Broker** for each load. No load tendered to **Carrier** by **Broker** shall be considered confirmed until said fax confirmation is signed by **Carrier** and returned to **Broker**. Any exceptions to the contract(s) after it is signed and returned to **Broker** by **Carrier**, must be agreed to by both parties in writing, or by fax, e-mail, or other agreed upon format. **Carrier** agrees that any interstate or intrastate tariffs, released value clauses, rates, or other liability limitations which now, or in the future, may exist in **Carrier's** schedules or tariffs, shall not apply to transportation provided by **Carrier** to **Broker** during the term of this Agreement, unless they are expressly stated in the Rate Addendum, or are agreed to and confirmed in writing, or by fax, e-mail, or other agreed upon format, prior to the execution of said transportation. **Carrier** shall be presumed to have committed to the load by virtue of returning the signed contract(s) to **Broker**. The **Carrier** is responsible for any and all additional costs created by **Carrier's** failure to fulfill this commitment. Neither collective rate agreements nor independently established rates contemplated by 49 U.S.C. para.13703(a)(1) & (4) shall apply, except as provided in 49 U.S.C., para. 13703(g)(2).
- 4. Carrier Compensation:** **Broker** shall be solely and exclusively liable for and responsible to **Carrier** for payment of its freight charges arising from all transportation provided by **Carrier** to **Broker** under this agreement, regardless of whether or not **Broker** has received payment from its customer for said charges. In exchange for said guarantee, **Carrier** (i) appoints and designates **Broker** as its agent for the purposes of billing and collection of freight charges from the customers whose freight **Broker** tenders to **Carrier**, (ii) **Carrier** will not communicate in any manner, directly or indirectly, with **Broker's** customers, consignors, consignees, or any other party other than **Broker**, regarding the collection of any charges relating to the transportation services in connection with, or as a consequence of, this contract, (iii) **Carrier**

also waives any right it may otherwise have to proceed, or commence, any action against any customer of **Broker** for the collection of any freight bills arising from the transportation services performed by **Carrier** under this contract. **Broker's** customer's sole obligation with regard to the payment of transportation charges is to make payment of same to **Broker**. **Broker** agrees to pay **Carrier** within thirty (30) days of receipt of **Carrier's** invoice, providing proper paperwork has been received with invoice. In the event **Carrier** is unable to provide adequate paperwork to **Broker** in order to allow processing and payment of **Carrier's** invoice in a timely manner, said invoice shall be held until delivery and acceptance of the load can be confirmed with the consignee. **Carrier** is to provide **Broker**, except when not possible, all relevant documentation for each load within ten (10) days of delivery of the load. **Carrier** shall not assign the collection of freight charges to any third party without the express written consent of **Broker**. **Carrier** shall provide **Broker**, written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this Agreement thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the name and address of the assignee/transferee, date, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by **Broker**. **Carrier** shall be allowed to have only one assignment, factoring, or transfer legally effective at any one point in time, and no multiple assignments, factoring, or transfers by the **Carrier** shall be permitted. **Carrier** shall hold harmless and indemnify **Broker** from any and all lawsuits, claims, actions, damages (including reasonable attorney's fees, obligations, liabilities, and liens) arising from or imposed in connection with the assignment or transfer of any account or right arising thereunder where the **Carrier** has not complied with the notification assignment requirements of this section. **Carrier** also releases and waives any right, claim, or action against **Broker** for any amount due and owing under this Agreement where **Carrier** has not complied with the requirements of this section. **Broker** reserves the right to deduct any claims, shortages, or other debt owed **Broker** by **Carrier**, from any compensation due **Carrier** by **Broker**, or any subsidiaries or related companies, and **Carrier** is to notify their assignee/transferee of said action.

5. **Service:** **Carrier** shall transport the commodities tendered to it by **Broker**, promptly, and without loss, damage, or contamination, in interstate and intrastate commerce, between points in the United States or Canada, and/or between points in the United States and Canada, subject to the availability of **Carrier's** equipment, as requested by **Broker** from time to time during the term of this agreement. **Carrier** agrees to transport the commodities from the specified origin to the specified destination(s) with reasonable dispatch (defined as the length of time that it would customarily and ordinarily take to transport a like shipment from the same point of origin and to the same point of destination), unless a specified delivery date and/or time is communicated to **Carrier** prior to the pick-up of any individual shipment, and **Carrier** agrees to such stipulation. **Carrier** warrants that, unless **Carrier** is an exempt carrier solely transporting exempt commodities, it is a motor carrier of property authorized by the Federal Motor Carrier Safety Administration (FMCSA), and that all transportation performed by it for, or on behalf of **Broker**, shall be as a contract carrier only. **Carrier** agrees that all freight tendered to it by **Broker**, pursuant to this contract, shall only be transported by **Carrier**, on, in, or with equipment owned by, or leased to **Carrier** under a lease having a duration of more than thirty (30) days, operating under **Carrier's** operating authorities. Except to the extent that **Carrier** uses the services of "owner operators" in the course of conducting its regular operations, **Carrier** shall not, in any manner, subcontract, broker, or tender to any third party for transportation, any freight tendered to **Carrier** by **Broker** for transportation pursuant to this Agreement. Although **Carrier** may also hold authority from the Federal Motor Carrier Safety Administration (FMCSA) to operate as a motor common carrier of property, no transportation will be performed by **Carrier** for, or on behalf of, **Broker** and/or its customers, as a motor common carrier. **Carrier** will, at all times, have a USDOT safety rating that is Satisfactory, and at no time will it allow its safety rating to become Unsatisfactory. **Carrier** warrants that it will immediately provide **Broker** with notice in writing of any change in its safety rating, and provide **Broker** with copies of any FMCSA or USDOT notices relating to any

change in safety rating. **Carrier** shall be responsible for payment of all wages, taxes, tolls, insurance, and any or all, other expenses incurred by their employees, officers, directors, stockholders, contractors, drivers, and representatives of the **Carrier**, and/or its affiliated entities. In providing services, **Carrier** represents and warrants that the driver(s) utilized are competent, properly licensed, and are fully informed of their responsibilities for the protection and care of all commodities transported. **Carrier** agrees to provide and maintain the necessary proper equipment, and provide all fuel, and pay all expenses necessary to operate the equipment, and **Carrier** agrees that in no instance will **Broker** or its customer(s) be liable for any of these expenses. In the event **Carrier** is asked to transport food grade products for **Broker's** customer(s), **Carrier** warrants that all equipment provided will comply with the requirements of The Sanitary Food Transportation Act. Under NO circumstances is **Carrier** to provide any equipment for use in transporting **Broker's** customer(s) commodities that have been or will be used for the transportation of any waste, garbage, hazardous materials, or any other commodity that might adulterate or contaminate food and food products. **Carrier** represents that all transportation performed by **Carrier** for **Broker** shall be performed without violating any federal, state, or local laws or regulations, and that **Carrier** has, and will, comply with all laws and regulations of federal, state and local authorities and regulatory bodies having jurisdiction over the operation of its vehicles. Under NO circumstances is **Carrier** to prepare any freight documents that list **Broker** as "Carrier" or "Shipper". If there is a wrongly worded document, the parties will treat it as if it showed **LPC Logistics** as "Broker" and **Carrier** as "Carrier". If there is a conflict between this Agreement and any transportation document related to any shipment, including but not limited to, Bills of Lading and Rate Confirmations, this Agreement shall govern. **Carrier** agrees to indemnify and hold harmless **Broker** from, and against, any direct, indirect, and/or consequential loss, damage, fine, liability, judgment, cost, and expense, including reasonable attorney fees, arising from any errors in the bill of lading, including by way of illustration without limitation, the showing of **Broker** as "Carrier" or "Shipper".

6. **Liability of Carrier:** When a shipment is tendered to **Carrier** from **Broker**, and **Carrier** agrees to transport it, **Broker** shall issue to **Carrier** by fax, e-mail, or other agreeable means, a contract with instructions concerning product, pick up location and times, loading and handling instructions, including weight and size of load, product securing and protection, delivery location and times, confirmation of rate, and any other pertinent instructions, including phone numbers, deemed necessary to comply with customer's instructions. **Carrier** is to sign and fax contract back to **Broker**, prior to dispatching truck to pick up load. **Carrier** is COMPLETELY responsible for insuring that all freight is properly blocked and braced for transportation, unless tendered to **Carrier** in a pre-loaded, sealed trailer, and **Carrier** is instructed not to break the seal(s) on the trailer, which fact must be noted on the bill of lading. **Carrier** is responsible to determine that the product being shipped is in apparent good order and condition prior to loading, and if possible after loading, to such extent that the determination is ascertainable through a visual examination of the exterior of the product being shipped. In the event that **Carrier's** personnel are not allowed or afforded an opportunity to view and/or examine the goods in order to ascertain the condition of those goods prior to loading on to **Carrier's** vehicle, **Carrier's** personnel shall IMMEDIATELY notify **Broker** for further instructions prior to transporting the shipment, and shall note on the bill of lading that they were not allowed or afforded the opportunity to view and/or examine the goods shipped. **Carrier** will issue and secure a signed uniform straight bill of lading or other receipt acceptable to **Broker** and/or their customer(s) upon acceptance of the goods from the Shipper, for all shipments tendered to, and accepted by, **Carrier** from **Broker**. Such bill of lading or receipt shall show weight, number of items received, and condition thereof. **Carrier** shall obtain from the consignee, a complete, signed bill of lading or acceptable delivery receipt, noting product count, weight, and condition, for each shipment delivered and shall notify **Broker** IMMEDIATELY of any exception on any document. All terms or conditions written or printed on the receipts or bills of lading which have not been specifically agreed to by **Broker** either in this contract or on any addenda hereto, shall have no binding effect

against **Broker**. The receipt or bill of lading issued or executed by **Carrier** shall be prima-facie evidence of receipt of goods in good order and condition by **Carrier** unless otherwise noted on the face of said document. **Carrier** shall submit the original signed bill of lading to **Broker** unless otherwise specifically agreed to by **Broker**, and in that case **Carrier** shall submit copy of signed bill of lading to **Broker** and maintain custody of the original bills of lading and will provide them to **Broker** upon request. If **Carrier** fails to maintain and provide the bills of lading as agreed, **Carrier** then assumes all risk of loss resulting from failure to prove goods were delivered. **Carrier** shall transport **Broker's** shipments without delay and IMMEDIATELY notify **Broker** of any likelihood of delay or of any incident or circumstance that will prevent or delay delivery to consignee.

7. **Insurance:** During the term of this Agreement, **Carrier** shall procure and maintain, at its sole expense, the following insurance coverage from insurer(s) whose current rating by AM Best satisfies their minimum rating requirements, and shall maintain this coverage throughout the term of this Agreement, with no lapse in coverage. **Carrier** shall direct their insurance company(s) to provide **Broker** with a written certificate of insurance coverage, designating **Broker** as certificate holder. The insurance carrier shall provide **Broker** written notice at least ten (10) days prior to cancellation, lapse, alteration, or non-renewal of **Carrier's** policy. Should **Carrier's** insurance coverage lapse at any time during this Agreement, **Broker** at its discretion, may consider this Agreement null and void as of the date of the insurance cancellation. The required insurance coverages, and minimum limits, are as follows:
- (a) **Commercial Automobile Liability Insurance**, with a combined single limit of not less than \$1,000,000 each occurrence, covering all vehicles however owned, leased, and/or used by **Carrier** to transport **Broker's** shipments, including coverage for all liability for personal injury (including death) and property damage arising out of **Carrier's** transportation under this Agreement.
 - (b) **Carrier** shall provide All Risk Broad Form Motor Truck Cargo Insurance in an amount not less than \$100,000 each occurrence, with a maximum deductible of \$1,000 per occurrence. Unless approved by **Broker** in advance, all coverage under the cargo policy shall have no exclusions or restrictions of any type that could foreseeably preclude coverage, or reduce the coverage amount, relating to any loss of cargo, damage, or delay claim. **Carrier** will not accept a load exceeding \$100,000 in value, without obtaining additional cargo insurance
 - (c) **Carrier** shall provide Workers Compensation coverage as required by law, covering all employees of **Carrier**, and including Employers Liability coverage with minimum limits of \$1,000,000. If **Carrier** is not legally required to carry Workers Compensation coverage, **Carrier** shall sign a waiver relieving **Broker**, its shipper(s) and consignee(s), their affiliates and subsidiaries of any and all liability and responsibility regarding the injury and/or death, of any person, or persons, under the employ or direction of the **Carrier**. **Carrier** shall also provide Commercial General Liability coverage with minimum limits of \$1,000,000, covering **Carrier's** operation.

Each insurance coverage in section (a) and (b) shall contain a Waiver of Subrogation in favor of **Broker**, the Shipper and Consignee, their affiliates and subsidiaries. **Carrier** further agrees to indemnify, defend, and save harmless, **Broker**, Shipper, or Consignee, from any and all claims for death or injury, and/or loss or damage to property of any nature whatsoever, growing out of, or in any way arising from, the transportation of property of **Broker**, Shipper, or Consignee, or their beneficial or title owner or receiver.

8. **Claims:** **Carrier** hereby assumes full, and complete, liability for all cargo loss, damage, rejection, contamination, or delay in delivery while **Carrier** has possession or control of

product belonging to **Broker's** customer. Such liability to exist from the time of receipt of any and all said goods by **Carrier**, except for loss, damage, injury, contamination, or delay to the commodities caused by an Act of God, public enemy, authority of law, act or default of the shipper or owner for natural shrinkage, until delivery has been made, and a proper receipt for same has been received by **Carrier**. **Carrier** has the burden of proving that any cargo loss, damage, injury, rejection, contamination or delay was caused by one of the above exceptions. No released value conditions, whether stated in the rates, or otherwise, shall apply against **Broker** or its customers. **Carrier** shall be liable for **Broker's** customer's full actual loss, and **Carrier** shall indemnify and hold harmless, **Broker** against same. "Full actual loss" shall be **Broker's** customer's actual replacement cost, plus any damage, delay, or other economic, indirect, or special (including attorney) cost minus any salvage value. **Carrier** shall indemnify and hold harmless, **Broker**, from any and all costs, direct or indirect, special or consequential including economic, associated with any claims from **Broker's** customer(s) that **Carrier** is liable for. In the event branded or labeled goods are damaged, **Broker's** customer(s) may determine, within its sole discretion, and subject to a reasonable standard of value, whether the damaged goods may be salvaged, and the value of any such salvage. Any salvage receipts shall be credited to **Carrier** against **Broker's** customer's claim. **Carrier** shall not dispose of any damaged or rejected shipment without prior written consent of **Broker's** customer. **Broker's** customer(s) shall have the right to remove all identifying marks and/or labels from any and all salvaged goods, or permanently marking them as "damaged" or a similar notation, prior to releasing them to **Carrier**. **Carrier** shall pay **Broker** within thirty (30) days of being notified of the amount of the claim and furnished documentation substantiating the claim. **Carrier** hereby authorizes **Broker**, at its discretion, to deduct all such amounts from any amounts owed **Carrier**. All claims against **Carrier** from **Broker's** shipper or customer will be submitted to **Broker**, and subsequently presented to **Carrier** by **Broker** for disposition. All claims by **Broker's** shipper or customer to be presented to **Broker** within thirty (30) days of delivery of the product to **Broker's** customer.

9. **Customer Solicitation:** **Carrier** shall not solicit traffic from any Shipper, Consignor, Consignee, or customer of **Broker** where, (i) the availability of such traffic first became known to **Carrier** as a result of **Broker's** efforts, or, (ii) where the traffic of the Shipper, Consignor, Consignee, or customer of the **Broker** was first tendered to **Carrier** by the **Broker**. If **Carrier** breaches this Agreement and "back-solicits" the **Broker's** customers, and obtains traffic from said customer, the **Broker** shall be entitled to, for a period of twelve (12) months after the involved traffic first begins to move, a commission from the **Carrier** of 12% of the transportation revenue received from movement of said traffic.
10. **Independent Contractor:** **Carrier** and **Broker** understand and agree that the relationship between them is solely that of an independent contractor and that **Carrier** shall and does employ, retain, or lease on its own behalf all persons operating motor vehicles transporting commodities under this Agreement, and such persons are not employees or agents of **Broker** or its customers. It is further understood and agreed that all drivers of motor vehicles and persons employed in connection with the transportation of commodities under this Agreement are subject to the direction, control, and supervision of **Carrier** only, and not of **Broker** or its customers. **Carrier** assumes full control and responsibility for all hours scheduled and worked, wages, salaries, workers compensation and unemployment insurance, all state, federal, and local taxes, fringe benefits and all other costs relating to its operations pursuant to this Agreement for all transportation services performed by **Carrier** hereunder.
11. **Indemnity:** **Carrier** agrees to indemnify, defend, and save harmless, **Broker**, Shipper, consignee, all their affiliated entities, and their employees, officers, directors, stockholders, and representatives from all causes of action, liabilities, claims, demands, charges, damages, and costs (including, without limitation, attorneys' fees, defense costs, and witness fees) arising out of the acts or omissions of **Carrier**, its affiliated entities, and their employees,

officers, directors, stockholders, contractors, drivers, and representatives, in connection with any service(s) rendered under this Agreement, or arising out of Carrier's breach of this Agreement, or arising out of Carrier's breach of any warranties contained herein. Carrier also agrees to indemnify and hold harmless Broker, shipper, consignee, all their affiliated entities, their employees, officers, directors, stockholders, and representatives from any and all loss or damage to Carrier's equipment, any loss resulting in injury, including death, sustained by any employee of Carrier, or by any other person while acting in the capacity of driver or helper, while under the direction, supervision, or other control of Carrier, in connection with the operation, maintenance, or use of Carrier's equipment. Carrier will be totally responsible for any and all loss, penalties, damages, and/or any liability, caused by negligence, incompetence, or dishonesty of Carrier or Carrier's agents or employees, provided that this provision shall not apply to any loss, penalty, damage, or liability arising solely as a consequence of any negligent acts, omissions, or violations by Broker, its customers, agents, or employees.

12. Miscellaneous: All information furnished to Carrier by Broker in the course of performing work or rendering services under this Agreement, shall be deemed to be the confidential and proprietary information of the Broker and/or its customers. The Carrier agrees not to disclose any such information to any third party, nor to use such information other than in the performance of work and/or rendering services under this Agreement. Carrier agrees not to use any of Broker's customer's names for promotional or other purposes without prior written consent from Broker and/or its customer. Carrier shall have no lien, and hereby expressly waives its rights to any lien, on any cargo, freight, or other property of Broker or any of its customers. Each party hereto irrevocably and unconditionally submits itself to the exclusive jurisdiction and venue of the state and federal courts serving Erie County, New York and any appellate court thereof, in any suit, action, or proceeding arising out of or relating to this Agreement and further irrevocably and unconditionally waives any claim or defense that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions in any manner provided by law.

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements, arrangements, and/or understandings, either oral or written. Broker may, from time to time, wish to modify or amend the terms or conditions of this Agreement. Any such changes in the Agreement shall be in writing. Said modification or amendment to be acknowledged in writing by Carrier and returned to Broker, and shall become effective upon receipt of signed acknowledgement by Broker. In the event that any portion of this Agreement is declared void or unenforceable, then such provision shall be deemed severed from this Agreement, with the balance remaining in full force and affect.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate, each one being an original, as of the _____ day of _____, 20_____.

Carrier: _____
Address: _____

Broker: LPC Brokerage
Address: 8545 Main Street
P.O. Box 660
Clarence, New York 14031

By: _____

By: _____

Title: _____

Title: _____



April 16, 2021

MIKE MALY
L P C LOGISTICS
PO BOX 660
CLARENCE, NY 14031

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **LKNW** has been renewed for:

L P C LOGISTICS
PO BOX 660
CLARENCE, NY 14031
MC-255486
US DOT-2215794

This Alpha Code will apply only to the company name shown above through June 30, 2022. Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at customerservice@nmfta.org.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Customs & Border Protection (CBP) ACE program and you have an issue with using your SCAC with ACE, please contact CBP at the following email address: AMSSCAC@cbp.dhs.gov. All SCACs are automatically uploaded to ACE within 24 hours. To participate in the Automated Export System (AES) program, please email AMSSCAC@cbp.dhs.gov and askaes@census.gov a request, along with a copy of the NMFTA SCAC letter, to enable your SCAC for AES. Additional information on CBP's automated programs can be found at: <https://www.cbp.gov/trade/automated/getting-started>.

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.



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

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

SERVICE DATE
July 13, 2010

DECISION

MC-255486

LACKAWANNA PRODUCTS CORPORATION
D/B/A L.P.C. BROKERAGE
CLARENCE, NY
REENTITLED
LACKAWANNA PRODUCTS CORPORATION
D/B/A L.P.C. LOGISTICS

On July 6, 2010, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as LACKAWANNA PRODUCTS CORPORATION, D/B/A L.P.C. LOGISTICS.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: July 8, 2010

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief
Information Technology Operations Division
NCA



U.S. Department of Transportation
 Federal Motor Carrier Safety Administration
 Licensing and Insurance Public

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Motor Carrier Details

US DOT:	2215794	Docket Number:	MC00255486	
Legal Name:	LACKAWANNA PRODUCTS CORPORATION			
Doing-Business-As Name:	L.P.C, LOGISTICS			
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
8545 MAIN ST CLARENCE NY 14031	(716) 633-1940 Fax: (716) 633-1490	P.O. BOX 660 CLARENCE NY 14031		NO
Authority Type	Authority Status	Application Pending		
Common	NONE	NO		
Contract	NONE	NO		
Broker	ACTIVE	NO		
Property	Passenger	Household Goods	Private	Enterprise
YES	NO	NO	NO	NO
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$0	\$0		
Cargo	NO	NO		
Bond	YES	YES		

BOC-3: YES

Blanket Company: Process Agents designated by Carrier

Web Site Content and BOC-3 Information Clarification

- [Active/Pending Insurance](#)
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December 15, 2020



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