



Albatross Brokerage  
 4811 Chippendale Dr. St 503  
 Sacramento, CA 95841

Phone: (916) 233-4477  
 FAX: (916) 233-4476  
 MC 793655 - EIN 47-3978083

www.albatrossexpressinc.com

**Broker Shipper/Account Agreement**

**Account Agreement**

<b>Company Name:</b>	Shareholders Ownership %:			
Mailing Address:	A/P Contact:			
	Year Business Started:			
City:	Estimated Loads per Week:			
State:                      Zip:	Company Website:			
Telephone Number:	Federal ID #			
Fax Number:	D & B Number:			
<b>Maximum Load Value (Circle One)</b>				
a.) \$0-\$50k    b.) \$51k-\$100k    c.) \$101K-\$150K    d.) \$151k-\$200k    e.) \$201k-\$250k    f.) \$250k+				
Estimated # of Monthly Loads:				
<b>Bank Reference</b>				
Name:	Phone Number:			
Manager:	Checking Acct. #:			
For Canadian-Based Bank References ONLY:				
Branch Transit #				
<b>Credit References</b>				
<b>Company Name</b>	<b>Phone Number</b>	<b>Fax Number</b>	<b>Contact Name</b>	<b>Address</b>

Please FAX or EMAIL all three pages of the completed/signed application to: Albatross Express Inc.  
 Attn: New Account Department. Fax: (916) 233-4476 or Email: [info@albatrossexpressinc.com](mailto:info@albatrossexpressinc.com)

## Terms and Conditions

**Company Name:**

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1. Company hereby certifies that information furnished in this application is current and accurate. The term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided however, that either party may terminate this Agreement on 30 days written notice to the other party. If the parties continue to conduct business after termination, the provisions of this Agreement will continue to apply.
2. Our payment receiving terms are NET30 days from Invoice date.
3. Company affirms that it is solvent, is not currently a party to any bankruptcy proceeding is not being dissolved or otherwise liquidating its assets and can satisfy all financial obligations. Company affirms that there are no open judgments, suits, or liens against company.
4. Finance charge of 1.5% per month (18% annual) added to accounts 30 days or more past due.
5. If Albatross Express Inc utilizes the services of a collection agency or attorney to collect any amounts due, Company agrees to pay all associated collection costs, attorney fees, and court costs.
6. Company will promptly notify Albatross Express Inc of any change in ownership.
7. By signing below, Company acknowledges that the individual executing this agreement has authority to do so and further authorizes Albatross Express Inc to contact each and every credit/bank reference provided.
8. Company understands that Albatross Express Inc is a transportation broker only who arranges the transportation of freight by an independent third party motor carrier. Company agrees that Albatross Express Inc will not fill out Bills of Lading and cannot be listed on Bills of Lading as the delivering carrier.
9. In the event of cargo loss or damage, Company must file a claim for the loss with Albatross Express Inc within (6) months from the date of such loss, shortage or damage, which for purposes of this Agreement shall be the delivery date or, in the event of non-deliver, the scheduled deliver date. Company agrees to assist Albatross Express Inc in the pursuit of a claim, including confirming the validity of the claim and claim amount. If Albatross Express Inc pays a claim, company automatically assigns any and all of its rights and interest in the claim to Albatross Express Inc.
10. Company understands motor carriers under contract with Albatross Express Inc are required to maintain cargo loss and damage liability insurance in the amount of \$100,000.00 per shipment. By signing below, Company acknowledges that loads valued in excess of \$100,000.00 will not be tendered without first giving written notice to allow Albatross Express Inc and/or the contracted motor carrier the opportunity to arrange for increased insurance limits. Failure to provide written notice will result in your loads not being insured to the extent the value exceeds \$100,000.00.
11. The state courts located in Placer County, CA shall have exclusive and irrevocable jurisdiction and shall be the exclusive venue with respect to any claim, counterclaim, or dispute arising in connection with any transactions, loads, or other business between Albatross Express Inc and Company.
12. In the event Company is negligent or breaches the terms of this Agreement and there is a resulting claim, lawsuit or damages asserted against Albatross Express Inc, it agrees to indemnify, defend and hold Albatross Express Inc harmless to the fullest extent of the law.

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Signature

Date

Print Name

Title

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**Billing Specifications (To be filled out by account payables contact)**

1. Are bills of lading required with invoice to process payment? Y/N

2. Do you accept invoices via email? Y/N

Certified copies of the bills of lading can be attached if necessary for payment processing.

Please provide A/P contact name and email address: \_\_\_\_\_

If no, then fax is an option. Please provide fax number: \_\_\_\_\_

3. Are your loads pallet exchange?

4. Do you reimburse for unloading charges?

5. Can we contact you about paying invoices via ACH/EFT?

If yes, please provide contact information as follows:

ACH/EFT Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

E-mail address \_\_\_\_\_

Please add any additional billing requirements/comments below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

A/P Contact Name/Titles: \_\_\_\_\_

Signatures: \_\_\_\_\_

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