



**“I want to Reduce your Transportation Costs and Improve your Efficiency!**

**Wouldn't you want this too?”**

**I Save Our Clients Money in Transportation 5 Ways:**

- By defining the actual average lane specific Market Rates being paid for similar shipments. This alone provides a huge savings for many shippers.
- By moving shipments quickly at or up to 20% below the average Market Rates for Flatbed, Stepdeck, Van, and Reefer Loads. Greater savings are possible for RGN, Oversize, Heavy, Super Heavy, and Extreme Heavy Haul shipments.
- By attempting to moving shipments at lower, Customer Set Target Rates.
- By using backhaulers I access the wholesale transportation marketplace getting the best service at the lowest costs as a known credit worthy wholesale buyer of transportation.
- By providing anonymity for my clients to bidding carriers I am able to get lower prices. These savings are passed directly on to my clients. The actual carrier costs and fixed brokerage commissions are clearly communicated to my customers.

**I Improve Our Clients Transportation Efficiencies by:**

- Providing Proven, Cost Effective Transportation Strategies that work.
- Being a Cost-Plus broker who fully defines the "Cost" and the "Plus". The Fixed Brokerage Commission Schedule is boldly published on our website.
- Working for you transparently as an extension of your traffic department.
- Utilizing the expertise that comes with 36 years of experience in the transportation industry.
- Meticulously ordering the desired transportation contractually and making sure that all gets done as planned.
- Anticipating complications ahead of time and introducing improvements in the planning stage in order to avoid them.
- Providing supervision to the contracted carriers.
- Handling operational problems as they come up, protecting the fulfillment of the contract by the carrier.
- Opening the door to immediate access of thousands of qualified carriers thru Duregger Logistics by the establishment of payment and/or credit terms with Duregger Logistics. I may use 80 different carriers to move 100 loads cost effectively. By interacting exclusively with Duregger Logistics for all load communications, paperwork, dispatch, and billing, you will simplify your office, and free up a lot of valuable time.
- Providing draft Bills of Lading, and other shipping documents when needed.

**I really can reduce your transportation costs and improve your efficiency.**

**Order a Duregger Logistics Market Rate Report and get a "Trial Shipment" moving today!**

**I am looking forward to working with you! – Tom Duregger**

**DUREGGER LOGISTICS**

1540 220<sup>th</sup> Street, Garner, IA 50438 Office: 641-923-2501 Fax: 641-923-2330 Email: tom@dureggerlogistics.com

***Finally, service you can count on!***

[www.dureggerlogistics.com](http://www.dureggerlogistics.com)

MC 544869



*CONTROL THE OUTCOME*

## Founding Principles

After 33 years of Over the Road trucking as an Independent Owner Operator, as a Small Fleet owner, and most recently as an Independent Owner Operator, Tom Duregger understands the industry's need for more of the **right kind** of transportation broker. Since coming off of the road in November of 2005, Tom has been learning, developing, and implementing a philosophy of transportation brokerage operations which is fair, honest, and respectful of both the Shippers and the Carriers.

This method of conducting brokerage operations is as an extension of the shipper's traffic department where the level of confidence and trust can grow deeply over time as good stewardship with the shipper's transportation dollar is realized and appreciated by the clientele. The carriers involved know that the service and rate negotiations with this broker are real negotiations on behalf of the shipper customer, not just another case where the brokerage is beating down the rate for its own greedy gain; that is, charging its shippers prices which are in no way connected with the brokerage's actual carrier costs for those shipments.

Tom says that, "Operating with brokerage fees defined to our clients makes this possible". He believes that it is the key that unlocks the doors of this "tri-lateral mutual respect". "My desire", he says, "is to establish and keep ongoing, positive Shipper-Broker-Carrier relationships which set the services provided by Duregger Logistics apart from all the rest. The main idea here is to provide a personal service for our clients. Sure, we ask our clients to "trust us", but we are not asking for blind trust. This transportation brokerage operates in an atmosphere of mutual trust which involves real accountability which is built into the process."

### 3 Follow-up questions:

#### Question 1:

How can the client be sure that the Fixed Brokerage Commission (FBC) shown in the Market Rate Quote has been maintained throughout the course of the purchased transportation?

Answer:

After each load is booked onto a carrier, we send our clients a Pick Up Request and Load Agreement (PURLA) to sign and return (It is our form of purchase order). The Carrier Pay (CP) is identified near the bottom of the form next to the carriers name and MC#. A copy of the Load and Rate Confirmation (LRC) containing specific carrier contact information is sent out with the invoice at the client's request. This kind of documentation makes it very simple for our clients to verify carrier pay.

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## FAQ's Continued

### Question 2:

Aren't you concerned that providing this detailed information will allow your clients direct access to the Carrier and thus remove the need for your services in the future?

Answer:

No. This process only serves to solidify the 'trust with accountability' aspect of our services, which we view as services that our customers could do for themselves, but choose not to. We may use up to 10 different carriers to cover 10 loads for one client, providing a valuable office simplifying service for our clients. Doing business this way provides tangible material with which to increasingly build upon the initial trust extended to us on the very first load moved. We are providing a personal service for our clients with accountability. We think that our customers have a right, as our "employers", to know just how much money they are paying us for our services. As a cost-plus transportation provider it follows that our clients know just what the "cost" and "plus" values are.

### Question 3:

Why do you choose to do business, in this way, as a verifiably accountable cost-plus transportation provider?

Answer:

During our 33 years as a carrier working directly for Shippers and working for Brokers on supplemental loads this whole scenario has held my attention. Prior to deregulation of rates the disparity between the wholesale cost of transportation and the retail prices charged by carrier owned transportation brokering and owner operator power unit leasing operations and other types of transportation brokers was particularly abusive on a regular basis. Since the more than ample rates back then were regulated by the government, shippers were relatively unaffected by these abusive practices within the transportation industry. Rates were regulated with the objective of equalizing the prices paid by shippers, whether they were small, medium or large volume customers.

The industry now functions in a free market environment, where every shipment is negotiable. Today the large shippers benefit from the volume purchasing of transportation in this transportation free market economy.

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## FAQ's - Concluded

It is our opinion that small and medium size shippers can now reap the benefit gained by the volume purchasing of transportation through the use of the **right kind** of pure (meaning-not a carrier "alter ego") transportation broker (who is by definition a volume purchaser of transportation) who will work the marketplace to their benefit, just like the big shippers do for themselves. The big shippers have "in house" traffic department personnel working this free market to their advantage. Our services are designed to help equalize the small to medium shipper's purchasing power here.

The **right kind** of broker will help it's clientele to benefit from this existing transportation free market gaining access to real time wholesale prices at and many times substantially below the prevailing market rate. To do this the **right kind** of broker must be in a place of trust with his customer, working the market with a transparent and verifiably defined, cost-plus strategy.

Available trucking equipment supply and demand varies because of numerous circumstances which are not readily apparent to the occasional, small, and medium volume shipper. Therefore transportation prices fluxuate on a daily, weekly, monthly, yearly, and seasonal basis. It requires the attention of a professional trend watcher and carrier price negotiator to capitalize on these fluxuations in order to make wise cost effective transportation purchases. This person can be either "in house" or "out sourced". You can outsource this talent from us. Our management fees are built in to your actual, cost effective, transportation purchases. We earn our keep by saving you money.

The wrong kind of broker, on the other hand, does not try to benefit his occasional, small, and medium sized customer by these market fluxuations which Congress has made available to the American People in the Negotiated Rates Act of 1994, seeking rather to line its own pockets, taking advantage of small to medium sized shipper customers, who are inattentive to or just not equipped to discern the market. The wrong kind of broker is on a load by load basis endeavoring to buy low and sell high to the chagrin of many Carriers and Shippers who, when found out, hold the wrong kind of broker in low esteem, and rightly so. I have come to think of this bad behavior as a kind of commonplace disrespect and disservice.

Duregger Logistics intends to be the **right kind** of transportation broker. There is a high road here and we intend to stay on it.

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# DUREGGER LOGISTICS

## Fixed Brokerage Commission FBC (Standard)

<u>Market Rate Quote \$ Amount</u>	<u>Top End %</u>	<u>FBC \$ Minimum</u>
200 to < 500	30 %	100
500 to < 1000	25 %	150
1000 to < 1500	20 %	250
1500 to < 2000	17.5 %	300
2000 to < 5000	15 %	350
5000 >	12.5%	750

### Providing Proven Cost Effective Transportation Strategies that Work!

This schedule of charges is used to arrive at an actual declared and fixed dollar amount commission fee based on and included within the Market Rate, rounded to the nearest \$5, and listed as the “Fixed Brokerage Commission” (FBC) on your **Duregger Logistics Market Rate Report DLMRR**. Our exact wholesale carrier cost is reported to you on the **Pick Up and Load Agreement (PURLA)** “purchase order” on a load by load basis. This practice keeps you in touch with current Market trends on your actual shipments creating a shipment cost history which is in line with industry averages.

This practice, unique to the industry, keeps our customers out of the dark and in full control.

### Now We are Ready to “Shop the Market” For You

This amount remains constant as we shop for favorable rates and service for your desired transportation. This practice allows us to go to the market on your behalf as a trusted “extension of your traffic department” and negotiate the best service at the lowest cost. You are able to know exactly how your money is being spent securing your desired transportation. Your cost follows the market and you gain any advantage achieved as we make extraordinary wholesale transportation purchases for you. This creates a “Win, Win” situation.

### Agreed Negotiated Margins are Available

“Agreed Negotiated Margins” are also available featuring discount or premium margins which take into account the level of ease, simplicity, volume, complexity, additional services desired, or other factors involved in handling your shipments.

### Thank You for your Cooperation, Understanding, Confidence, and Trust!

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**F.A.Q.: "Why Use a Licensed Property Broker of Transportation For My shipment?"**

Or - "Two ways to stop losing money on transportation which you do or *can* control".

Someone who controls the freight in any buy/sell transaction can benefit two ways by either earning money or saving money on the selecting of and payment for the transportation.

By engaging the services of the **right kind** of Licensed Property Broker of Transportation a *purchaser of transportation* (Shipper) is outsourcing essential transportation management services: carrier selection, price negotiation, contract writing (by the load), and contract enforcement over the carrier for transportation management fees which are contained in the freight cost per shipment at or below the actual Average Market Rates.

**1) A SELLER can EARN MONEY** on transportation by selecting and paying the transportation provider (Broker or carrier) himself and invoicing his customer for the freight by the "prepay and add" method. That is, to sell his wares with a delivery price as a line item in the sales contract labeled "**Ship Best Way.....\$Amount**".

Some sellers do this cost effectively for their customers (preferred) and many do not. It is perfectly legal and ethical to modestly mark up the transportation cost to arrive at your invoicing figure. Your earned Mark Up is for providing a legitimate service to your client by hiring a transportation provider to his benefit (he simply orders your product and waits for its arrival, (Prepaid-Ship Best Way, F.O.B Destination).

It is essential that an accurate Bill Of Lading (BOL) be supplied to the consignor's shipment loading location (Origin). We are able to draft a proper Bill of Lading for you for each shipment and fax or email it to the point of origin for use by your consignor.

The **Bill of Lading** is a very important document which spells out legal obligations to the carrier, and all parties concerned, what is being transferred (Description), who the property is being transferred between (the Consignor and the Consignee), who is paying the freight charges to the carrier ("prepaid", "collect", or "third party"(We are the "third party" for all carriers supplied by us)), into whose legal responsible custody the shipment is being temporarily placed while in transit (Carrier), and at what point responsibility for freight damage claims against the carrier, if any, transfer from the consignor to the consignee (the notation will usually be either "F.O.B. Origin" or "F.O.B. Destination").

F.O.B. means "Free On Board" indicating that the consignor is free of responsibility for damage claims against the carrier, if any, at the point designated. The F.O.B. point is a negotiable item in the sale. We draft and supply BOLs routinely for our shippers.

**2) A BUYER can SAVE MONEY** ("a penny saved is a penny earned") on transportation by selecting and paying the transportation provider (Broker or carrier) himself, electing not to have the seller do it for him. (He buys a product, selects the transportation provider, is interested in the shipment from beginning to end). Not as simple, but he is earning money by saving money, he is providing this service on behalf of himself).

This frees him to try and get the best or possibly the worst deal on freight on his own. Many occasional, small, or medium sized shippers get taken advantage of by carriers because they are not savvy (knowledgeable) credit approved, volume buyers of transportation. This is where having a good, honest, and cost effective transportation providing broker represent him as a recognized (by the carrier industry), savvy, credit approved, volume buyer of transportation.

**CARRIER PERFORMANCE ENHANCEMENT** occurs when using the right kind of broker because a good broker is recognized by the carrier as an important volume buying customer. Also as an entity who is able to effect his carrier reputation among his customer base for reliability and the honoring of hauling contracts. Every load is contracted in writing by the Broker to the Carrier. Brokers and Carriers have the ability to effect one another's reputation publicly thru main loadboard Carrier and Broker Performance Reports.

This exertion of positive and negative pressure has a very positive influence on both parties towards the honoring of each and every contract (load). That is why a good broker writes a detailed contract for each and every load tendered to a carrier. You may order a load hauled verbally, then, your broker gets busy with contract negotiation, writing, and enforcement. We intend to be the right kind of good and reliable transportation brokerage to the benefit of our shippers and our carriers.

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## Moving a Shipment with Duregger Logistics

The **work we do for you** is a **simple 8 Step process** which goes like this:

1. **Rate research** from 2 major databases and/or direct carrier survey. You call with Origin, Destination & details.
2. **Market Rate Quote** is given in written form as the result of thorough research. It is presented to you for your review. We propose to move your load at or below the Market Rate. Our fee, identified in the Market Rate Quote, remains fixed as we negotiate with carriers to your benefit and pass the savings on to you. You may have a Target Rate in mind, more on that in Step 3.
3. **Assignment:** You approve the Market Rate with the understanding that we are trying to get it done below the Market Rate. Or, you then give us your **Target Rate** and we will try to make this shipment happen at that price.

Assignment means that this particular shipment is to be **Exclusively Represented** by Duregger Logistics to move. If a carrier calls you for this shipment after it has been assigned you must tell that carrier that this shipment is not available from you, that "it has been assigned". Your regular haulers may call you when we post your shipment because they may spot your load on an internet loadboard. Same rule, if any carrier wants this load he must call and book with us.

Assignment can be made with an agreed upon **Notification Time**. "Notification Time" is that certain agreed upon clock time & date where we will give the shipment back to the shipper, if we are not successful in moving it, then the shipper can resort to an alternative transportation source and still meet his/her shipment schedule".

**Notification Time:** You tell us what time we have until to work on this shipment and we will work on Finding, Negotiating, and Booking a carrier on it until that time. When that time comes we will contact you and "give the shipment back" to you, if you desire. The earliest notification time which we can accept is 1500 the day before pickup. Realize that Prime Time for finding, negotiating with and booking backhaul carriers is 1400 to 1600 the day before P/U and 0700-1000 the day of shipment. Giving us the widest window of opportunity (working time) yields the most cost effective results.

**Payment Options** are presented and decided upon at this time for new clients. Shipments can be pre-paid by wire transfer, or by Bank Letter of intent to pay post delivery by wire transfer, or by setting up an Open Account (allow three business days for this).

4. We **Find** interested & available carriers in real time. Carriers are contacted directly who we think may be interested or who may have available equipment in position. We also post the shipment publicly and carriers call us as well.
5. We **Negotiate** with available and interested carriers aiming at the Target Rate first, next... below Market Rate, then... at Market Rate. We will go above Market Rate only with your approval when truck availability, your time constraints, and service requirements dictate this. You are kept in the loop as every viable option develops.
6. We **Book** the carrier at the rate and service level which you approve. Every carrier booking is pre-approved by you. At this time the price is set and we send you a "Pick Up Request and Load Agreement (**PURLA**)" which serves as the purchase order for the shipment. We ask you to sign this and fax it back.

Note: All carriers used come under contract with Duregger Logistics (copy of contract available upon request) and are pre-qualified and constantly monitored by us with regard to: Authority and Lawful Operations, General Liability & Cargo Insurance Coverage, FMCSA Safety Ratings, and Carrier Performance Ratings. Carrier specific information is available to our clients upon request. Cargo Insurance certificates are routinely requested by our clients for High Value Shipments. We can supply a Draft of the Bill of Lading, if needed.

7. We **Track** your shipment from pre-pickup to delivery and give you daily updates.
8. We **Follow-Up** with Quality Assurance calls to the Consignor and Consignee locations. Any problems will be attended to, reported to our client, & processes improved.

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## **GOOD NEWS! DUREGGER LOGISTICS FINDS TRUCKS FAST.**

### About Our Market Rate Quote

**You get timely Market Rate information based on research utilizing four key components:**

- 1) A database collected and compiled using information from over 12 million actual freight bills provided by over 100 U.S. carriers, updated monthly, providing dead on, lane specific, paid rate data for full truckload movements via Flatbed, Dry Van, and Refrigerated equipment.
- 2) A second data bank which tracks public load offerings for the pulse of the wholesale market.
- 3) For "Large LTL" or "Partial Loads", we apply our "**Rule Of Thumb LTL Discount Guide**", which allows us to find the "result getting" rate for moving your freight with the least handling.
- 4) Our own internal research, carrier survey calls for Specialized Loads, and past experience.

**You get information helpful for good decision making in our Market Rate Quote:**

- 1) **The current Market Rate (MR).** An average, fair and reasonable rate, that will get your cargo moved quickly.
- 2) **The Range (Or Spread).** We show the High (maximum) and Low (minimum) rates from which the average or current Market Rate derive. This helps provide a feel for the range of the market.
- 3) **Fixed Brokerage Commission (FBC).** "Cost Plus" means nothing if you do not know what the "Cost" and the "Plus" is. We show you both. The FBC, contained in the Market Rate Quote Total remains the same (fixed) as we work to lower your total cost by negotiating with interested and available carriers to secure your desired transportation.
- 4) **No Fuel Surcharges or complicated formulas.** Rate Simplification is standard. These charges are rolled into our rates which we present in whole numbers.

**Greater Savings** are sought during the truck finding and booking process through real time negotiations with available and interested carriers. The identity of your company is kept confidential as we negotiate on your behalf for the cost effective transportation of your shipment. You will benefit from this process as we represent your interests as an established volume wholesale buyer of transportation services. Your total cost is set when we book the transporting carrier onto your shipment with your prior approval.

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# GOOD NEWS! DUREGGER LOGISTICS FINDS TRUCKS FAST.

## LTL RULE OF THUMB GUIDE FOR DISCOUNT FROM TL RATES

This guide will assist you in rating and quoting LTL freight (Partials or Partial Loads) in relation to prevailing truckload rates. It is not meant to be authoritative, or a rate tariff, simply a measure to apply against a Truckload Market Rate for Flatbed, Van or Reefer (driver no-touch, palletized - no exchange). When this guide is used, the probability of having an acceptable rate and finding a carrier interested in hauling the shipment is good.

The guide was developed over years of brokering LTL freight from the Midwest. You may find you will have to develop one peculiar to your region. In either case, having a "rule of thumb" guide speeds the rate quote process and is no more an accurate guide than fixed rate tariffs. The Guide's purpose is to provide consistency and effectiveness in the Partial Load rating process.

To use, simply find the appropriate T/L rate and apply the percentage discount to the rate to determine total dollars of the rate.

Divide the trailer into quarters. Load must meet criteria in each segment to be considered for the rate percentage.

If it doesn't meet all criteria, rate at the next higher percentage for the given the miles.

< = Less	¼ of a trailer	1/2 of a trailer	3/4 of a trailer
Miles of Move	6 pallets or < 10,000 #'s or < 12 feet or <	12 pallets or < 22,000 #'s or < 24 feet or <	16 pallets or < 32,000 #'s or < 34 feet or <
0 to 500	70 %	89 %	100 %
500-750	60 %	77 %	90 %
750-1000	50 %	67 %	80 %
1000-1500	40 %	60 %	75 %
1500-Beyond	30 %	55 %	70 %

Rule: All rates to be adjusted upward 10% for loose freight & pallet exchange.

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# DUREGGER LOGISTICS

## Rate Quote Request

**Fax To: 641-923-2330**

Customer:	Contact:	Date:
Phone:	Fax:	Cust. Ref.#
<b>Ship From:</b>	<b>Ship To:</b>	
(City, State, Zip)	(City, State, Zip)	
Request P/U Date:	Request Delivery On:	
Pcs: Wt. Commodity: Lineal Ft.:		
(# of pcs. or Pallets)	(Description or NMFC # & Class)	(Check if Haz.) <input type="checkbox"/>
Dims:	Full Truckload	or Partial:
(Size of Units, Machines, pallets, Crates, etc. to be shipped)		
Type of Equip. Required:	Value: \$	Total Miles:
((Van 48', Van 53', Flatbed, Stepdeck, RGN, etc.)		
Special Instructions:		

<b>Mkt.Rt.</b>	\$	<b>Per Mile</b>	Fixed Brokerage	\$	per mile (incl. in quote)	Range: \$
<b>Quote:</b>	\$	<b>Total</b>	Commission:	\$	Total (incl. in quote)	\$

Duregger Logistics will maintain the Fixed Brokerage Commission at all times. Exclusive representation enables us to reduce Quote Total by seeking lower carrier costs and passing the savings on to you. If it becomes necessary to exceed the Quote Total in order to find and book your desired transportation it will be done by Customer authorization only.

<b>Quoted By:</b> Tom Duregger	<b>Date:</b>
Duregger Logistics Rep.	Duregger Logistics Quote Ref. #

### Terms of Rate Quote Estimate:

This quote is based on the above information and is subject to change if the shipment changes. This is an estimate of what charges should be. Intermodal shipments are based on Shipper Load/Consignee Unload and free time rules apply. Shipper is responsible for correct loading of freight and blocking and bracing. As a Licensed Broker, we operate under provisions of 49 CFR part 1045 (DOT MC# 328277). All shipments handled by Duregger Logistics, Inc. are covered from cargo loss/damage by the underlying carrier(s) cargo policy.

**Rates are Subject To Change and based on truck availability.  
Please Verify Rate Before Shipping.**

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**PICK UP REQUEST & LOAD AGREEMENT**

To: **Duregger Logistics** Attn: Tom Date:

Fax: 641-923-2330 Tel: 641-923-2501

From Client: Contact: Signature:

Phone: Fax:

Please arrange to pick up the following shipment per your quote #:

Our Ref. #: Amount: \$

Pick Up 1: Deliver To 1:

Address: Address:  
City, State, City, State,  
Zip Zip:

Phone/Contact: Phone/Contact:

Fax: Fax:

P/U Date: Ready: Close: Deliver On: Hours:

Pcs.: Wt. #: Commodity: Load P/U #:

Pick Up 2: Deliver To 2:

Address: Address:

City, State, Zip: City, State, Zip:

Phone/Contact: Phone/Contact:

Fax: Fax:

P/U Date: Ready: Close: Deliver On: Hours:

Pcs Wt: Commodity: Load P/U #:

Type of Equip. Required: Cargo Value, if over \$50,000: \$

Special Instructions:

Thank you for this shipment. We have received this pick up request and are processing this order.

By: DUREGGER LOGISTICS Date: Pro/Invoice #:

Loading ETA: Delivery ETA:

Carrier Name on truck: Carrier MC on truck#: CP



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## Available Payment & Credit Terms

### 1) Prepay by Electronic Funds Transfer (EFT) full Shipment Cost on day of final truck booking.

No Establishment of Credit is required. \$15 EFT Fee applies.  
Quickest and easiest option for occasional purchasers of transportation.

### 2) Prepay EFT ½ of Shipment Cost prior to day of truck booking and wire balance by noon of day after delivery, for shipment costs exceeding \$10,000 only.

No Establishment of Credit is required. \$15 EFT Fee is charged per EFT.  
Bank letter of Guarantee for full shipment cost is required prior to day of truck booking.  
Quick and easy involving the participation of your banker.

### 3) Establish Credit and Pay in Full within 15 days of Invoice/Delivery Date. You will be billed by Fax immediately after the satisfactory delivery of your shipment.

Simply fill out our Credit Application form and allow 5 business days for processing.  
The most convenient payment method which accommodates routine office procedures.

Option 1 Terms are net + \$15 and are past term 1 day after Ship Date. Option 2 Terms are net by noon the day after delivery. Option 3 Credit Approved Terms are net within 15 days of Invoice/Delivery Date. Past Term Invoices will be charged interest at the rate of .05% per diem, compounded daily, and will be sent to our collections agency when 15 days past term. All collection, attorney, and legal fees will be added to the total.

We do not offer any other payment and credit terms, as it is our desire to operate a cost effective truck finding and booking service to the benefit of all of our clients.

We offer our financial information and a satisfied shipper referral sheet to those desiring to evaluate our business practices in our New Shipper Information Packet.

Thomas A. Duregger, as a sole proprietor, has operated as a Transportation Service Provider for 27 of the past 36 years of his transportation service career. He has had the same FID # since 1974 and can be easily assessed for his historical financial integrity. Duregger Logistics is Proven Financially Responsible and Listed in the Prestigious First Advantage TS "[Gold Book of Transportation Brokers](#)" (Just over 1,000 Brokerages qualify to be listed here).

**\*YOUR Financial Advisor for FINDING & BOOKING TRANSPORTATION**  
Long & Short Haul, Expedited, Specialized, Truckload, LTL, Over Dimensional,  
Vans, Reefers, Flatbeds, Stepdecks, RGNs, and Heavyhaul

### **DUREGGER LOGISTICS**

Tom Duregger, Providing Quality Transportation Services Since 1973  
1540 220<sup>th</sup> Street, Garner, IA 50438 Office: (641) 923-2501 Fax: (641) 923-2330 Email: [dl@peconet.net](mailto:dl@peconet.net)

***Finally, service you can count on!***

[www.dureggerlogistics.com](http://www.dureggerlogistics.com)

MC544869



*CONTROL THE OUTCOME*

## SHIPPER CREDIT APPLICATION & PROFILE FORM

Complete this form and fax to Duregger Logistics at (641) 923-2330

Company Name	State & Date of Inc.
Address	President
City/State/Zip	
Billing Address (if different)	
Phone	Fax
E-mail	Federal ID Number
Shipping Contact	Payables Contact
Special Billing Requirements	

### BANK INFORMATION

Name of Bank	
Contact Person	Phone
Account Number(s)	
DUNS #	

### THREE CARRIER (PREFERRED) OR TRADE CREDIT REFERENCES

Contact	Phone
Contact	Phone
Contact	Phone

I understand the following and will abide by DL's company policies:

1. Notify DL of any changes in ownership, name, address, phone number, etc.
2. If granted credit our company agrees to pay freight bill invoices within 15 days of shipment delivery.
3. Our company's financial condition is satisfactory and we will meet all financial obligations.
4. I authorize the release of credit information to DL, which will be held in strict confidence by DL.
5. It is agreed that our account will become C.O.D., if we fail to pay within terms.
6. We acknowledge that amounts past due will be charged interest at the maximum legal rate.
7. If legal collections are required (@15 days Past Term) we will reimburse DL for collection/legal costs.
8. I am the authorized representative of the company and have the authority to execute this document.

Signature	Date
Print Name	Title

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## FINANCIAL INFORMATION

**PRINCIPAL BUSINESS**

**TRANSPORTATION BROKER**

**TYPE OF OWNERSHIP**

**SOLE PROPRIETORSHIP**

**OWNER**

**THOMAS A. DUREGGER**

**FEDERAL TAX ID NUMBER**

**94-2434289 - Est. 1974**

**SURETY BOND**

**PACIFIC FINANCIAL ASSOC. INC**  
**Phoenix, AZ 85085**  
**Office 623.209.2600**  
**Fax 623.209.2610**

**OPERATING AUTHORITY, BROKER**  
**NORTH AMERICA, EXPORT**

**MC 544869 – 2005 - PRESENT**

**OPERATING AUTHORITY, CARRIER**  
**NATIONWIDE**

**MC 341732 – (1998-2006)**

**OPERATING AUTHORITY, CARRIER**  
**CALIFORNIA COMMON CARRIER**

**CAL – T – 107,780 (1974-1988)**

**PRINCIPAL BANK**

**CLEAR LAKE BANK & TRUST**  
**325 State Street**  
**Garner, IA 50438**  
**Chip Thiedeman, V.P.**  
**Office 641.923.3621**  
**Fax 641.9 23.2142**

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## TRADE REFERENCES:

D&S Factors, Fruitland, ID 83619  
Karma 888-777-5543 x 5029, Fax 888-777-5571

The Internet Truckstop, New Plymouth, ID 83656  
Contact: ATT: Lane @ Fax: 208-278-5571 Office: 800-203-2540, Option #5;

Carrier 411 Services, Inc., Norcross, GA 30093  
Contact: Darren Brewer Fax: 678-205-0743 Office: 888-411-9661

Proven Financially Responsible and Listed in the Prestigious  
"First Advantage" "[Gold Book of Transportation Brokers](#)"  
(Just over 1,000 of the 40-50,000 Transportation Brokers are qualified to be listed)

## CARRIER REFERENCES:

W.W. Transport, Inc., Burlington, IA 52601  
Collin Wagenbach 319-754-1944 x 121, Fax 319-752-1538

Dispatch Plus, Lawler, IA 52154  
Debra Schauer 563-238-8241, Cell # 563-379-0780, Fax # 563-238-5520

Smithway Motor Xpress, Inc. Fort Dodge, IA 60674  
Mindy Brown 515-576-7418, Ext. 2403

Halvor Lines, Duluth, MN 55816  
Cathy Miller 715-392-8161 Fax 715-392-1418

Sammons Trucking, MC124692  
Barb Westerfield, Davenport, Iowa office, (563) 355-6733, Fax 563-355-6416

I authorize the release of credit information for the establishment of credit.

*Thomas A. Duregger*

### DUREGGER LOGISTICS

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**Finally, service you can count on!** www.dureggerlogistics.com MC 544869

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B. M. C. 85  
FILER FMCSA  
ACCOUNT NO. 122512

Approved by OMB  
2126-0017  
License No.  
MC- 544869

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906  
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Thomas A Duregger D/B/A Duregger Logistics

of 1540 220th Street Garner, IA 50438  
*(Street) (City) (State) (Zip code)*

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  
*(State or District of Columbia)*

as TRUSTEE (hereinafter called Trustee) 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 a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, 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 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 a licensed Property Broker 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:

1. 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.
2. 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.
3. 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.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000. 00), 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 Trustor 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 Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
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 19 day of DEC, 2005, 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 Trustor and Trustee have executed this instrument on the 5 day of DEC, 2006.

TRUSTOR

TRUSTEE

Name Thomas A Duregger D/B/A Duregger Logistics

Name PACIFIC FINANCIAL ASSOCIATION, INC.,

Address 1540 220th Street  
Garner, IA 50438

Address 12707 High Bluff #200  
San Diego, CA. 92130

Telephone No. (641)923-3210

Telephone No. (858)350-4376

By Thomas A. Duregger  
Thomas A Duregger  
Sole Proprietor

By J. Penny Larson  
J.P. Larson  
President

Witness [Signature]  
Vice Pres (Signature and Title)  
Clear Lake Bank & Trust Co.

Witness [Signature]  
(Signature and Title)

Only financial institutions 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

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(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

**JOURNEYMAN**  
TRANSPORTATION CERTIFICATE



is hereby granted to

**Thomas Andrew Duregger**

Granted: June 7, 2006

TransportationSchool.com

A handwritten signature in cursive script, reading "David G Dwinell".

David G Dwinell  
President



A handwritten signature in cursive script, reading "Bette B Dwinell".

Bette B Dwinell  
Course Coordinator