

# RED SEA LOGISTICS, LLC



## GENERAL BUSINESS INFORMATION

**Company:** RED SEA LOGISTICS, LLC

**Address:** 200 P ST NW Suite #14  
Washington, DC 20001

**e-Mail:** [contact@redsea-logistics.com](mailto:contact@redsea-logistics.com)

**Website:** [www.redsea-logistics.com](http://www.redsea-logistics.com)

**Managing Member:** Michael Mesfin  
+1-202-250-4373  
[michael@redsea-logistics.com](mailto:michael@redsea-logistics.com)

**Managing Member:** Tewodros Solomon  
+1-469-469-5884  
[solomon@redsea-logistics.com](mailto:solomon@redsea-logistics.com)

**FMCSA Number:** 28628 - 00

**MC Number:** MC - 1195420

**USDOT:** 3560139

**SURETY BOND:** Merchants National Bonding, Inc.  
Des Moines, IA 50306  
+1-800-678-8171

**RED SEA LOGISTICS, LLC  
MC-1195420**

**CONTRACT BROKER - CARRIER CONTRACT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between \_\_\_\_\_ located at \_\_\_\_\_ hereafter referred to as CARRIER and RED SEA LOGISTICS, LLC Brokerage with mailing address of 200 P ST NW SUITE #14, WASHINGTON, DC 20001 hereinafter referred to as BROKER.

Whereas CARRIER is a motor contract carrier of general commodities in interstate commerce pursuant to authority issued by the Interstate Commerce Commission ("ICC") or the Federal Highway Administration docket MC \_\_\_\_\_ and CARRIER desires to transport such commodities under that authority and whereas BROKER and CARRIER desire to enter into an AGREEMENT to carry out the foregoing and in consideration of the mutual covenants and agreements contained herein and attached thereto, the parties mutually agree as follows:

**(1) OBLIGATION OF BOTH PARTIES**

BROKER agrees to offer for shipment and CARRIER agrees to transport by motor vehicle from and to such points between which service may be required, such quantities of authorized commodities as BROKER may require, subject to available and suitable equipment.

**(2) CONSIDERATIONS FOR SERVICE AND PAYMENT PERIOD**

In consideration BROKER soliciting and arranging for the movement of freight by CARRIER, BROKER will collect freight charges for the transportation service from the shipper or consignee on all freight arranged. BROKER and CARRIER shall be as agreed to as described in Paragraph 4 herein

CARRIER agrees that under no circumstances is CARRIER to invoice BROKER clients directly. BROKER agrees to make every effort to pay CARRIER for shipment arranged herein and charged according to Paragraph 4 herein within 30 days of receipt by BROKER of CARRIERS ORIGINAL invoice and ORIGINAL proof of delivery. Carriers agrees that if there current practice is to report brokers pay history to any agency or bureau, they will report BROKER based on this agreement, i.e. days from receipt of invoice and not days from delivery. It is also agreed to that any invoices not received within 90 days of delivery date are at sole discretion of BROKER as to process or not.

**(3) INSURANCE OBLIGATION OF CARRIER**

CARRIER agrees to maintain cargo insurance in the minimum amount of \$100,000.00 and liability, property and bodily injury of insurance of \$1,000,000 minimum. CARRIER shall cause it insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, with BROKER shown as additional named insured on Cargo and all liability insurance, and requiring the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such insurance. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2(b) and shall have no exclusions or restrictions that would not be accepted by the Interstate Commerce Commission, Surface Transportation Board or it successor, for a filing under the statutory

Please Initial \_\_\_\_\_

requirements of the above-cited section, but shall in all respects, be identical to the cargo insurance filed in accordance with the said section.

#### **(4) SERVICE RATES AND CHARGES**

Carrier shall provide BROKER with a copy of its ICC permit. Carrier agrees that whether or not Carrier is also authorized to operate as a common carrier under ICC authority, or does otherwise so operate all shipments tendered to CARRIER by BROKER from the effective date of this Agreement will be considered as carriers operation under such agreement, and subject only to the regulations and requirements of such operations.

Rates and charges for traffic moved under this Agreement shall be as agreed to between the parties thereto in writing and contained in a rate schedule or memorandum of rates and charges prepared and issued by CARRIER and specifically acknowledged and agreed by BROKER. Changes to this schedule or memorandum shall also be made in writing on mutually agreed notice time (ASAP unless reasonable obstacles exist) and similarly acknowledge. This schedule shall also contain it the condition of and charges of any additions or accessorial services, which may be required or performed.

It is understood between the parties that BROKER may invoice the billed party for service charges in addition to the transpiration charge. Such invoicing does not affect or alter any obligations hereunder and CARRIER is not entitled to any portion of such service charge.

Payment by BROKER of Carrier's freight chargers shall be considered as payment by shipper, consignee or other billed party. If for any reason, after initial payment of Carrier's freight bill, a subsequent bill is generated by CARRIER to any party for additional charges, any difference between the initial and subsequent bill is to be considered by the parties as common owned to BROKER for its services to Carrier and shall become immediately due and payable to BROKER.

#### **(5) SHIPPING AND POD DOCUMENTS**

CARRIER shall, for each shipment, issue a uniform bill or lading as otherwise prescribed in the code of Federal Regulations (49 CFR 1035). Such bill of lading shall specify the accrual shipper and consignee of the shipment; BROKER shall be indicated on the document as the billed party as "RED SEA LOGISTICS, LLC" CARRIER agrees to furnish BROKER an original bill of lading and an original proof of delivery for each shipment pursuant to this Agreement. BROKER may, but is not obligated to prepare the bill of lading (BL or BoL) or other shipping document. It is also agreed that CARRIER will have driver fax POD immediately upon delivery to BROKER.

#### **(6) CLAIM FOR LOSS OR DAMAGE**

Carrier shall be liable for all loss or damage or other liability occasioned from the transportation of freight under this Agreement. Claims for such loss or damage shall be submitted to CARRIER for handling and settlement, shippers and consignee will be so notified. BROKER shall have a right to hold fees due to CARRIER for all amounts due to CARRIER hereunder for any losses, unpaid claims or other amounts or deductions by shippers or consignees for any transportation or freight by CARRIER pursuant to this Agreement until all claims are settled and have sole discretion as to when everything is taken care of, and is at liberty to pay as normal.

Please Initial \_\_\_\_\_

**(7) COMMUNICATION WITH CUSTOMERS**

Carrier agrees that, without the express written consent of BROKER, its agent or affiliates, or anyone directly or indirectly associated with Carrier, or any under its control shall not directly contact or solicit traffic from nor accept any traffic from any shipper or consignee client of BROKER herein during the effectiveness of this Agreement and for a period of one (1) year following the cancellation thereof, without the participation of BROKER. Any violation of this provision shall result in a fee to BROKER of fifteen PERCENT (15%) of the gross charge on any such shipment for said customer(s) for a period of three (3) years from the date of the violation. A shipper client is defined as any company the transportation of freight of which has been provided by CARRIER through the efforts of BROKER herein.

**(8) INDEMNIFICATION AGAINST LIABILITY**

Carrier agrees to comply with all applicable State, Federal, or Local regulations or requirements and expressly agrees to indemnify and hold harmless BROKER and its shippers, customers and consignees from and against all liability resulting from operations under the agreement, including but not limited to attorney's fees and all other costs and expenses. Carrier shall indemnify and hold harmless BROKER and its shippers, customers and consignees from all claims of injury or death to persons and damage to property and/or economic loss or penalty arising out of or in connection with the transportation of property hereunder.

**(9) CONFIDENTIALITY**

Whereas BROKER tenders a consolidated load on a stop-off or other basis involving the traffic or more than one shipper, Carrier agrees to be obligated to maintain the confidentiality of shipper, as required by law.

**(10) RELATIONS OF THE PARTIES**

The relationship of the CARRIER to BROKER shall, at all times be that of an independent contractor. Neither BROKER nor its agents, representatives or employees are to be considered employees or agents of CARRIER at any time and nothing in this agreement is intended to be construed to the contrary. BROKER shall comply with all laws and regulations to the contrary. BROKER shall comply with all laws and regulations to its operations including responsibility for all employees it may hire.

Carrier will require tax reporting forms it is acknowledged that they are responsible for requesting the proper forms from BROKER no later than 12/31/ [current year] in the year services to be reported were performed and are otherwise responsible for any tax moneys owed.

**(11) DISPUTES RELATING TO CHARGES**

Claims for overcharging may be submitted to CARRIER by BROKER and shall be subject to and both parties shall abide by the regulations over the ICC as provided in the Code of Federal Regulations (49 CFR 1008)

Please Initial \_\_\_\_\_

**(12) UNAVOIDABLE FAILURE TO PERFORM**

Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if failure, delay or other omission is caused by labor strikes, acts of God, war accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

**(13) DURATION AND CANCELLATION OF AGREEMENT**

This Agreement is to become effective as of the date shown above and shall remain in effect for the period of one (1) year from such date and from year to year thereafter subject to right of either party hereto cancel or termination this Agreement at any time upon no less than thirty (30) days written notice of one party to the other. Such cancellation shall be sent certified mail, return receipt requested, to that last known address of the other party. The thirty (30) days shall run from the postmark date of the notice.

**(14) APPLICABLE STATE LAW**

This agreement and all disputes arising as a result of the performance of this Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia

In witness thereof, the parties hereto have executed this Agreement on the above date and the same shall be binding upon both parties and shall remain in force and effect unless according to the terms of this Agreement.

CARRIER: \_\_\_\_\_

RED SEA LOGISTICS, LLC

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

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

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

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

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

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

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Please Initial \_\_\_\_\_

# RED SEA LOGISTICS, LLC

## REQUEST FOR PROOF OF INSURANCE

Carriers: Please complete this form and fax it to your insurance agent for timely processing of your carrier contract Thank you.

### Attention Insurance Agents:

We appreciate your quick response to this time-sensitive request

To: \_\_\_\_\_  
Insurance Agent (please print)

Agent's Phone Number: \_\_\_\_\_

Agent's Fax Number: \_\_\_\_\_

Insured: \_\_\_\_\_  
Carrier's Company Name/insured's Name (please print)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please print)

### RE: CERTIFICATE OF INSURANCE

Dear Insurance Agent,

Thank you for your prompt handling of this request This fax is requesting a signed Certificate of Insurance for the above-named insured. This certificate should list the carrier's coverage for Auto and Cargo, with deductibles noted, and should indicate whether the coverage is All Risk or Broad Form.

Please make the certificate to:

**RED SEA LOGISTICS, LLC**  
**200 P ST NW SUITE #14**  
**WASHINGTON, DC 20001**

RED SEA LOGISTICS, LLC must be listed as the certificate holder, with a 30-day notice of cancellation.

**Please send the certificate or email to**  
[contact@redsea-logistics.com](mailto:contact@redsea-logistics.com)

**RED SEA LOGISTICS, LLC**  
200 P ST NW SUITE #14  
WASHINGTON, DC 20001

**Phone Number**  
+1-469-469-5884  
+1-202-250-4373

**e-Mail**  
[solomon@redsea-logistics.com](mailto:solomon@redsea-logistics.com)  
[michael@redsea-logistics.com](mailto:michael@redsea-logistics.com)

# 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <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) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 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>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶
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## General Instructions

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

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



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

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

**SERVICE DATE**  
August 25, 2022

**DECISION**  
MC-1195420  
ERITREAN COMMUNITY DEVELOPMENT SERVICES INC  
D/B/A ECDS LOGISTICS  
WASHINGTON, DC  
**REENTITLED**  
RED SEA LOGISTICS LLC

On August 18, 2022, 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 RED SEA LOGISTICS LLC.

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 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:** August 22, 2022  
By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Division Chief  
Office of Registration

NCA