



Broker - Carrier General Information

Website: www.RJLogistics.com
General Email: Operations@RJLogisitics.com

Chesterfield, MI
30860 Sierra Drive
Chesterfield, MI. 48047
Phone: 586-731-3401
Fax: 888-611-8849

Laredo, TX
6443 State Highway 359
Laredo, TX. 78043
Phone: 888-312-1811
Fax: 956-701-3538

Legal Name:	RJ Logistics, LLC
Michigan LARA ID:	D74869
U.S. DOT#:	2301970
Motor Carrier #:	783663
SCAC Code:	RJLP
Employer ID #:	45-5036162
Auto Insurance Coverage:	\$1,000,000
Cargo Insurance Coverage:	\$500,000
Surety Bond Value	\$75,000
Dun & Bradstreet	79288011

Carrier Development Manager
Accounting

Christopher Babcock

Cbabcock@RJLogistics.com
CarrierInvoices@RJLogistics.com



Welcome to the RJ's Family

In order to expedite your setup, please be sure to return the following documentation in a timely manner.

- **Broker/ Carrier Agreement**
 - Initial every page
 - Full signature is required at the end of the document.
- **Carrier Application and Risk Review (Separate Attachments)**
 - Please be as detailed as possible. These documents will help RJs align you with the appropriate lanes.
- **U.S. DOT Operating Authority**
 - MUST indicate Contract or Common
- **SCAC Code Documentation**
- **Completed and Up-To-Date W-9 form**
- **Insurance Certificate (Acord 25)**
 - Min. Auto Liability: \$1,000,000
 - Min. Cargo Liability: \$100,000
- **Credible References**
 - Must include a minimum of three (3) credible references. Must consist of brokers that you have done business with in the past three (3) months.
 - MUST include names, emails, and phone numbers.
- **Completed Carrier Payment Authorization**
- **Notice of Assignment**
 - Required only if you factor your invoices



Insurance Certificate Request

Please Send this to your Insurance Company

Carrier Name: _____

Please Provide an Acord Certificate showing; General Liability, Automobile Liability, and Cargo Coverage

**Certification Holder: RJ Logistics, LLC
30860 Sierra Drive
Chesterfield, MI. 48047**

Please contact Chris Babcock with Carrier Development with and questions

888-312-1711x136

586-265-9765

cbabcock@rjlogistics.com



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

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

SERVICE DATE
June 13, 2008

LICENSE
MC-783663-B
U.S. DOT No. 2301970
RJ LOGISTICS LLC
SHELBY TOWNSHIP, MI

This license is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



RJLOGIS-01

ANNIEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 958967 Johnston Lewis Associates, Inc. 575 E. Maple Road Troy, MI 48063		CONTACT Annie M. Couch PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: anniec@jlains.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED RJ Logistics, LLC 30860 Sierra Dr Chesterfield Twp, MI 48047		INSURER A: Benchmark Insurance Company	
		INSURER B: Accident Fund Ins. Co of America	
		INSURER C: Travelers Insurance	
		INSURER D: Underwriters at Lloyd's London	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTs		INSR	WORD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CP5002736	4/25/2019	4/25/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (EIL occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJ	<input type="checkbox"/> LOC				PRODUCTS - COMP/POP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EIL occurrence) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DEF	<input type="checkbox"/>	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV6168883	7/11/2018	7/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo			6607J653981	6/1/2018	6/1/2019	\$1000 ded. 500,000
D	Contingent Auto			IRPI-SB-17-216	6/22/2018	6/22/2019	\$1,000,000/\$2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Insured copy only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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June 13, 2019

BIANCA SHYTI
RJ LOGISTICS LLC
30860 SIERRA DRIVE
CHESTERFIELD, MI 48047

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **RJLP** has been assigned to:

RJ LOGISTICS LLC
30860 SIERRA DRIVE
CHESTERFIELD, MI 48047
MINTRA

This Alpha Code will apply only to the company name shown above through June 30, 2020. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal 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.

If you participate in the Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:

AMSSCAC@cbp.dhs.gov
Customs and Border Protection
Attention: SCAC Beauregard, Cube: A-105-3
1801 N. Beauregard Street
Alexandria, VA 20598-1350

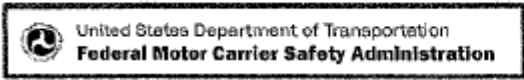
If you would also like to participate in the Automated Export System (AES) program, please email AMSSCAC@cbp.dhs.gov and askaes@census.gov a request to enable your SCAC for AES. All SCACs are automatically uploaded to ACE within 24 hours.

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, tariffs, etc.

NOTICE: Assignment 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.



A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



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

FORM BMC-85

Filer FMCSA Account Number: 24886

License No. MC- 783663

KNOW ALL MEN BY THESE PRESENTS, that we, RJ LOGISTICS LLC
(Name of Broker or Freight Forwarder)
of 50830 CENTRAL INDUSTRIAL SHELBY TOWNSHIP Michigan 48315
(Street) (City) (State) (Zip)
as TRUSTOR (hereinafter called Trustor), and 1st Security Financial Corp
(Name of Trustee)
a financial institution created and existing under the laws of the State of Ohio as TRUSTEE (hereinafter called Trustee)
(State)

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

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

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

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

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

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

This trust fund agreement is effective the 1st day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

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

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 10th day of October, 2013

TRUSTOR

RJ LOGISTICS LLC
 COMPANY NAME
50830 CENTRAL INDUSTRIAL SHELBY TOWNSHIP
 STREET ADDRESS CITY
Michigan 48315 586-731-3401
 STATE ZIP CODE TELEPHONE NUMBER
BIANCA SHYTI, MANAGER
 (type or print Principal officer's name and title)
Bianca Shyti
 (Principal officer's signature)
Joel Ruhman
 (type or print witness's name)
Joel Ruhman
 (witness's signature)

TRUSTEE

1st Security Financial Corp
 COMPANY NAME
3929 Noe Bixby Rd Columbus
 STREET ADDRESS CITY
Ohio 43232 614-834-8141
 STATE ZIP CODE TELEPHONE NUMBER
J. Penny Larson, President
 (type or print Principal officer's name and title)
J. Penny Larson
 (Principal officer's signature)
James S. Janning
 (type or print witness's name)
James S. Janning
 (witness's signature)

NOTICE OF CANCELLATION
 This is to advise that the above Trust Fund Agreement executed on the _____ day of _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 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

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





Broker – Carrier Agreement

This Agreement is entered into this _____ day of _____, 20____, by and between RJ Logistics, LLC. ("BROKER"), a Registered Property Broker, Lic. No. MC-783663, and _____, a Registered Motor Carrier, Permit/Certificate No. DOT _____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- a. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- b. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- c. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- d. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- e. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- f. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation.
(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.
- g. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

Initials _____

- h. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
(ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subp. i.
- i. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- j. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- k. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER's use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

- a. SHIPMENTS, BILLING & RATES: BROKER shall inform CARRIER of
 - i. place of origin and destination of all shipments; and
 - ii. if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.
- b. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- c. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.
- d. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the Invoice (electronically by email), bill of lading, proof of delivery, and/or payment from the BROKER's customer provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 10 (business

Initials _____

days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

- e. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$10,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
- f. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- g. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

- a. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- b. WAIVER OF LIEN: CARRIER will not withhold any Goods transported under this Agreement on account of any dispute. CARRIER waives and releases all liens, which CARRIER might otherwise have to any Goods of BROKER or its customer in the possession or control of CARRIER.
- c. PERFORMANCE OF SERVICE BY CARRIER: CARRIER agrees to safely, promptly, and efficiently transport all cargo ("Goods") tendered to it by BROKER or other parties on behalf of BROKER ("Services") as listed on the rate confirmation. CARRIER must immediately notify BROKER of any discrepancies of part number, piece count, dimensions, and delivery address prior to leaving the shipper and wait for the BROKER to approve of the changes.
- d. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.
- e. LOSS/ DAMAGE CLAIMS AND DELAYS:
 - i. Except as otherwise provided herein, CARRIER is liable for loss of, damage to, or delay of Goods according to the provisions of 49 U.S.C. §14706. No limitations of liability apply.
 - ii. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and
 - iii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
 - iv. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this subpar C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above.

Initials _____

- v. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
 - vi. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 90 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 120-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
 - vii. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. li above shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 1 day prior to shipment pick up.
 - viii. CARRIER shall not sell, salvage or attempt to sell or salvage any Goods without BROKER'S express written permission
- f. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.
- g. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.
- h. **ASSESSORIAL CHARGES:** CARRIER agrees to honor BROKER'S customers assessorial charges on file. If no assessorial charges are on file for that customer, then CARRIER agrees to honor BROKER'S in-house assessorial charges (separate document).
- i. **CARRIER PENALTIES:** CARRIER agrees to take full responsibility and consequential liabilities for late, damaged, or missing freight including, but not limited to, rate reductions, charter costs, and plant shutdown costs.
- j. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

- a. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.

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- b. FEES AND PAYMENTS: CARRIER will invoice BROKER within 15 days of delivery of each shipment at the rates and charges as set forth in a separate rate confirmation agreement (“Fee Agreement”). Each invoice must include proof of delivery. BROKER has the exclusive right to handle all billing of freight charges to BROKER’S customer. BROKER may withhold compensation to CARRIER to:
- i. Satisfy claims for loss, damage, or delay;
 - ii. Satisfy advances made to or on behalf of CARRIER; or
 - iii. Satisfy any other debt owed by CARRIER to BROKER. CARRIER agrees that it will not, under any circumstances, pursue payment from receiver, shipper, customer or any other third party and waives all claims it may have against any such parties. CARRIER will waive its right for payment of any freight bills not submitted for payment within 90 days of delivery. CARRIER must provide written notice of any undercharge claim within 180 days of BROKER’S receipt of the applicable original invoice. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER must bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment will be waived.
- c. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- d. TERM AND TERMINATION: The term of this Agreement is one year (“Term”), with automatic renewals at the end of the initial and each subsequent Term unless previously terminated. Either party may terminate this Agreement without penalty at any time by giving the other party at least 30 days written notice of termination.
- e. WAIVER OF PROVISIONS:
- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
- f. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party’s sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the (select one): Transportation Arbitration and Mediation PLLC (TAM), American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR), DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER’S sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, DRC or TAM nearest _____ or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal

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transportation law and regulations, the laws of the State of _____ shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

- i. (OPTIONAL): (BROKER INITIAL____; CARRIER INITIAL ____) Subject to the time limitation set forth in Subp. A above, for disputes where the amount in controversy exceeds \$_____, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred-on appeals.
 - ii. (OPTIONAL) (BROKER INITIAL ____; CARRIER INITIAL ____) Subject to the time limitation set forth in Subp. A above, for disputes where the amount in controversy does not exceed \$_____, BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred-on appeals.
 - iii. (IF i AND/OR ii ARE ADOPTED, THEN iii MUST BE INCLUDED) Venue, controlling law, and jurisdiction in any legal proceedings under Subps. i or ii above shall be in the State of _____.
- g. NO BACK SOLICITATION:
- i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
(OPTIONAL)
 - ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and, in the event, that it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- h. CONFIDENTIALITY:
- i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
 - ii. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- i. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.
 - j. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

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- k. NOTICES:
- i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
 - ii. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- l. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- m. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- n. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- o. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- p. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.
- q. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.



IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(Broker)

(Carrier)

Authorized
Signature

Authorized
Signature

Printed Name

Printed Name

Title

Title

Company Address

Company Address

Phone Fax

Phone Fax

Initials _____