



## Broker – Carrier Agreement

This Agreement is between Simplicity Logistics LLC ("BROKER"), a Registered Property Broker, and \_\_\_\_\_ ("CARRIER"), a Registered Motor 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.)

WHEREAS, Simplicity Logistics and its affiliates are duly registered as Property Brokers with the FMCSA under Docket No. MC-1432844 and MC-1196604.

WHEREAS, Broker and its affiliates, in their respective capacities as Property Brokers, are authorized to arrange and facilitate the transportation by motor carriers of freight, cargo and property ("Goods") owned or controlled by its customers (singly or collectively, "Customers").

WHEREAS, Carrier is duly registered as a motor contract carrier with full authority to transport Goods in intrastate and/or interstate commerce (carrier name above and/or the below signature box with MC#/USDOT#)

WHEREAS, Broker, and its affiliates, have the authority and desire to tender to Carrier, and Carrier desires to transport, shipments of such Goods pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, in reliance on the representations and warranties made herein, and subject to the terms and conditions hereinafter set forth, Broker and Carrier hereby agree as follows:

### **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. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.

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, among all other remedies (whether at equity or in law), 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 or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). 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, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, 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. CARRIER agrees to provide proof of compliance upon request.

(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, canceled, suspended, or revoked for any reason.

H. 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.

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. For the benefit of the BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property. CARRIER warrants that : To the extent that any shipments subject to this Agreement are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Agreement are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and ( ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) , and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. CARRIER shall defend, indemnify, hold harmless and be liable to BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by BROKER due to penalties imposed on BROKERS customer(s) because of CARRIER's use of non-compliant equipment.

## 1.SERVICES.

1.1 Scope of Work and Agreement. Broker hereby agrees to tender shipments of Goods to Carrier, and Carrier agrees to pick up, transport (in one or more shipments), deliver and provide all such

other services as Broker shall request with respect to all goods tendered by Broker to the extent set forth in a Load Confirmation Sheet-which may also be referred to as a Rate Confirmation Sheet (the "Services"). Carrier's written acceptance or commencement of any Services shall constitute Carrier's acceptance of the Load Confirmation Sheet and all terms and conditions contained therein. The Services provided by Carrier are intended to be contract carriage as defined in 49 U.S.C. §13102(4) and §14101(b) and the parties hereto intend that the contractual arrangement be continuous in nature until this Agreement is, by its terms, terminated. Broker and Carrier are entering into this Agreement pursuant to 49 U.S.C. §14101(b) for the purpose of providing and receiving specified services under specified rates and conditions, pursuant to which the parties intend to waive certain rights and remedies permitted to be waived under the United States Interstate Commerce Commission Termination Act ("ICCTA") to the extent they are inconsistent with the terms of this Agreement. This Agreement is subject to and shall be governed by 49 U.S.C. §14706 (which is specifically not waived) and all rules and regulations promulgated in connection therewith. The parties agree that 49 U.S.C. §14706 shall apply to all shipments transported by Carrier, including those having an origin or destination in a country other than the United States, even when transported on a through bill of lading and carrier is not the originating carrier.

(a) Broker's Records. The parties agree that the rights conferred by 49 C.F.R. 371.3(c) are expressly waived for all purposes. Notwithstanding the foregoing, to the extent that Carrier obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, Carrier agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of Broker. Carrier further agrees and understands that all such records comprise Broker's confidential information and trade-secrets. Nothing in this section is intended to relieve Carrier of any other obligations imposed upon it by this Agreement, or to limit any rights of Broker to enforce such obligations.

1.2 Brokers and Subcontractors. Carrier shall not tender any shipment or other Service hereunder to a broker or third-party logistics company for any reason, even where such entity is related to Carrier. Additionally, Carrier shall not re-broker or subcontract any Services to third-party carriers without giving prior written notice to Broker and obtaining from an authorized representative Broker's written consent to use any such subcontractor. Carrier shall not transload any shipment to another trailer, even where the trailer is owned by Carrier, or owned by an entity related to Carrier, without Broker's written consent. Carrier will not allow the diversion or reconsignment of any shipment except upon written instructions by Broker or Broker's customer. Carrier will not accept instructions for diversion or reconsignment by any consignee or third party without the written consent of Broker or Broker's customer. If Carrier breaches this provision, Broker may, at Broker's option and without prejudicing any other right or remedy that Broker may have, or Carrier's liability to Broker hereunder, (a) pay any

or all monies it owes Carrier directly to the delivering carrier in lieu of payment to Carrier (b) withhold payment to Carrier until it obtains confirmation that delivering carrier has received full payment for its services, or (c) retain any monies it owes Carrier as liquidated damages, or any combination of the foregoing. Any such tendering of shipments or subcontracting shall not affect Carrier's responsibilities or liabilities to Broker under this Agreement. Carrier is and at all times shall remain primarily liable to Broker and Broker's Customers for each and every shipment made under this Agreement. As among Broker, Broker's Customers and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. Carrier shall defend (including payment of reasonable attorney's fees and costs), indemnify and hold harmless Broker and its Customers from and against any claims for direct or duplicate payments claimed to be due to any contractor used or engaged by Carrier. The prohibition against subcontracting does not apply to a person or entity leasing motor vehicle equipment to Carrier pursuant to the provisions of 49 C.F.R. Part 376. Carrier shall indemnify, defend and hold harmless Broker and Broker's Customers from and against any claim, action, demand or damages, including reasonable attorney fees and costs, incurred by Broker or Broker's Customers, related in any manner to and resulting from the use by Carrier of any contractor.

1.3 Non-Exclusivity. Neither Broker nor Carrier intends to give the other any exclusive rights or privileges under this Agreement. Except as otherwise provided in this Agreement, either party may purchase or render services to any other motor carrier, broker, other intermediary or shipper.

## 2. TERM AND TERMINATION.

2.1 Term. This Agreement shall be effective for a period of one (1) year from the date of execution and shall be automatically renewed for additional one (1) year periods unless canceled by either party upon thirty (30) days' written notice to the other party or terminated in accordance with this Agreement. Termination shall not affect Carrier's obligations to deliver, in accordance with the terms of the applicable Load Confirmation Sheet and this Agreement, all shipments accepted prior to the termination date.

2.2 Termination. Broker may additionally terminate this Agreement immediately upon written notice in any of the following events:

- (a) Carrier loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;
- (b) Carrier breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from Broker to Carrier, unless Broker is required by its agreement with a Customer to terminate this

Agreement immediately upon such breach, or continuation of such breach would reasonably cause Broker material harm, in which case such ten (10) day period shall not apply;

(c) Carrier becomes insolvent or otherwise fails to pay its debts in a timely manner;

(d) Carrier fails to comply with the performance metrics imposed upon it at any time by Broker as set forth in this Agreement;

(e) Carrier fails to procure and maintain any of the insurance coverages required by this Agreement;  
or

(f) Carrier utilizes the services of any brokers or subcontracts transportation of freight tendered by Broker hereunder to any third-party motor carrier or other transportation provider or utilizes a third-party logistics provider to perform its obligations under this Agreement without prior written consent of Broker.

2.3 Carrier may additionally terminate this Agreement immediately upon written notice if Broker breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of thirty (30) days after written notice thereof from Carrier.

### 3. TENDER OF SHIPMENT

3.1 Tender. Broker agrees to tender to Carrier and Carrier agrees to accept from Broker, Goods during the term of this Agreement. Carrier agrees that all Services with respect to such Goods will be subject to the terms and conditions of a Load Confirmation Sheet specific to the shipment or a series of shipments, which will be binding on Carrier as set forth in Section 1.1 above. Carrier agrees that correspondence regarding such Load Confirmation Sheets, or on issues respecting the Goods and the Services, may be conducted electronically by facsimile or email with the same effect as if such correspondence were conducted in tangible form.

3.2 Bill of Lading. Carrier shall fully complete and sign (including the printed name of the driver) a written receipt or bill of lading for all Goods transported hereunder. Such receipt or bill of lading shall detail the kind, quantity and condition of Goods received, the Carrier name, together with the consignor, consignee or owner of the Goods transported where applicable. Such receipt or bill of lading shall be prima facie evidence of receipt of the Goods in good order and condition by Carrier unless otherwise noted on the face of said document. Any incorrect identification of Broker as a carrier under such bill of lading shall not affect Broker's status as a property broker nor relieve Carrier of any of its obligations hereunder. Carrier's failure to issue a bill of lading shall not affect its liability hereunder.

3.3 Conflict. The receipt or bill of lading, which may be prepared by Broker or consignor, shall serve only as a receipt for the Goods (and not as the contract of carriage, nor as evidence of title). Except as specifically agreed to in Appendix A (Standard Operating Procedures) of this Agreement, if any,

all Goods accepted for transportation by Carrier, whether transported by Carrier or by any permitted interlining carrier, shall be governed solely by this Agreement, and no provision of any other pre-printed publication or agreement, such as the receipt, bill of lading, Carrier's private tariffs, shall apply; provided however that a bill of lading may also contain instructions or specifications pertaining to the transportation of the Goods covered by the bill of lading and the Carrier's issuance or acceptance of the bill of lading shall constitute agreement to follow or perform said instructions or specifications. Where there is a contradiction between the terms of a Load Confirmation Sheet and any terms set out on the bill of lading relating to such Goods, Carrier agrees to immediately contact Broker for instructions.

3.4 Carrier of Record. Carrier shall be responsible for ensuring that Carrier's name is clearly stated as carrier of record on the receipt or bill of lading. Carrier acknowledges that failure to do so may delay payment until any discrepancy is resolved to Broker's satisfaction.

#### 4. SERVICE PERFORMANCE

4.1 Services. Carrier shall load, transport and, deliver and unload all Goods specified on each Load Confirmation Sheet in a safe and secure manner (which obligation includes, but may not be limited to, adequately securing trailers at all times and ensuring that unauthorized parties do not access the cargo at any time, and checking the count and condition of the Goods and ensuring that it is properly packaged and secured for transit). Carrier shall also: (a) conduct an inspection of all empty containers/trailers prior to loading, (b) document all inspections, (c) establish seal control, issuance, affixing, and verification policies with appropriate checks and balances, (d) track driver movements throughout transportation, (e) establish access controls to all transported Goods, and (f) implement effective screening processes for all employees and/or contractors who handle Goods hereunder. Carrier acknowledges that certain Customers may have special requirements, and shall therefore comply with any further Appendices hereto which may set out more specific service or operational requirements, including Appendices that may be added from time to time with the mutual written agreement of the parties. Carrier shall be responsible for verifying the accuracy of all loading instructions or special requirements provided by Shipper prior to departure. In the event the loading instructions or special requirements provided by Shipper conflict with the loading instructions or special requirements from Broker (via email, orally, on the Load Confirmation Sheet or bill of lading), then Carrier shall immediately confirm in writing the correct loading information with Broker prior to departure.

4.2 Care of Goods. Carrier shall load, transport, deliver and unload all Goods specified on each load tender sheet in a safe and secure manner (which obligation includes adequately securing trailers with padlocks at all times), Carrier shall be solely responsible for any replacement costs, losses, damages or other amounts relating to the shipment unless: (a) a shipper-applied seal was

legitimately broken at a previous, authorized stop within the scope of the Services relating to such cargo, or (b) the seal was broken due to inspection of the shipment by any government authority, in transit or otherwise, for any reason, including customs or security, and Carrier produces documentation relating to such inspection, as well as a written certification that the Goods have not otherwise been accessed by any third party. Broker shall tender refrigerated and frozen shipments to Carrier. Refrigerated shipments shall be transported at the temperature indicated on the bill of lading, rate confirmation sheet, as otherwise instructed in writing by Broker, or as previously instructed on prior loads of the same commodity tendered by the same Shipper. Any refer temperature set point instructions given to Carrier from Broker shall be subordinate to any set point instructions on the bill of lading. In the event of conflicting refer temperature set point instructions, the Carrier shall confirm in writing the correct refer temperature set point with the shipper before departure. To the extent Carrier received contradictory or confusing instructions regarding any shipment; Carrier must resolve the contradictory or confusing instructions prior to accepting the shipment for transport. Failure to resolve any issue with the instructions prior to transport shall bar Carrier from using the contradictory or confusing instructions as a defense. Carrier is responsible for and agrees to comply with all applicable laws, including all statutes, rules, regulations, and governmental guidance documents, in the performance of its services under this Agreement, including without limitation, those related to the transportation of food, pharmaceuticals, hazardous products, and over dimension and overweight loads (if applicable), as well as all instructions provided by Broker or its customer ("Shipper") regarding transportation of the commodities tendered to it. Carrier will defend, indemnify, and hold Broker and Shipper harmless, including all costs, expenses, and attorney fees related in any way to Carrier's violation of the requirements of this section. Carrier is responsible for ensuring that all Transportation Equipment, as defined in applicable regulations if a regulated commodity, and in any event including but not limited to the trailer and all items used to transport the cargo, is clean, odor-free, dry, leak-proof, and free of contamination and infestation and otherwise safe to transport the commodities tendered. Carrier shall ensure that no Transportation Equipment has been used to transport poison, refuse, garbage, trash, or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. Carrier shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined herein and in applicable law. Carrier is responsible for all sanitary conditions during transport. Carrier must review and comply with all Broker and Shipper instructions, and confirm the vehicle and Transportation Equipment is in appropriate physical condition to transport the goods tendered, including but not limited to free from pest infestation and evidence of prior cargo that could render the shipment unsafe. In addition, if the Broker or Shipper instructions include refrigeration, the Carrier must verify that the refrigerated area is prepared for safe transport of the goods, including but not limited to pre-cooling. If the Broker or



Shipper instructions require a cargo seal, the lack of a seal shall be sufficient to consider the shipment unsafe and a total loss. Carrier must provide temperature data in a manner acceptable to Broker and/or Shipper for each shipment to Broker or Shipper and receiver, upon request. Carrier shall apply all Broker and/or Shipper instructions to future loads of the same commodity tendered by broker for the same Shipper, unless instructed otherwise in writing. Carrier agrees that when transporting food for human or animal consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss. Failure to comply with the provisions set forth herein or any shipper instructions may result in a determination by the Broker or Shipper, in each entity's sole discretion, that the goods transported are no longer safe, and if such a determination is made by either entity, Carrier shall not sell or otherwise distribute the goods and shall dispose of the same at its expense. Any goods disposed of shall be considered a total loss and valueless for determining cargo loss and damage liability of Carrier. Carrier shall develop and maintain written procedures related to the safe transport of food products tendered to it by Broker, shall train its drivers and staff regarding safe transport of Shipper's goods, shall keep records of its procedures and training, and shall make these records available to Broker and/or Shipper upon request for at least three years after services are last provided by Carrier to Broker and Shipper under this Agreement. Carrier shall maintain records of its cleaning, sanitizing, and inspecting of all vehicles and Transportation Equipment, and shall make these records available to Broker and/or Shipper upon request for at least three years after the record is created.

4.3 Hazardous Materials. Carrier agrees to be responsible for any and all hazardous materials and environmental claims, clean-up and remediation and the costs stemming therefrom that may arise from a material breach of this Agreement, or negligence, of the Carrier or any party performing transportation services hereunder other than the Broker.

4.4 Waiver of Liens. Carrier agrees not to assert, and hereby waives, any lien that it might have on any Goods transported hereunder. If, notwithstanding this waiver, Carrier, its successor, assignee or anyone purporting to act on its behalf should attempt to assert any such lien, Carrier or such other party shall reimburse Broker or Broker's Customer for its costs, including reasonable attorneys' fees, in obtaining release of the lien. Without limiting the foregoing, in the event that Carrier retains any Goods tendered hereunder and fails to transport such Goods with due dispatch (whether due to an assertion of lien or any other reason), Carrier acknowledges and agrees that such action would result in irreparable injury to Broker, and that Broker would therefore be entitled to obtain injunctive relief and/or an order of specific performance in relation to such breach, in addition to any other remedy available to it in law or equity (including recovering costs and damages, such as attorneys' fees and disbursements). Additionally, in the event of such breach and failure to deliver the Goods on time, Carrier shall pay Broker an amount equal to 1% of the value of the Goods per day that such

shipment is late, or such other Customer amount as specified to Carrier to compensate Broker for inconvenience in relation to its efforts regarding such late shipment.

4.5 Inability to Deliver. In the event that Carrier becomes unable to deliver any Goods, in whole or in part, and/or in accordance with the time requirements imposed, Carrier shall immediately notify Broker, which shall have the right, but not the obligation, to provide alternative transportation for such shipment. Carrier shall cooperate fully in the transfer of the shipment to a substitute carrier. Such transfer shall not relieve the parties of their obligations hereunder, nor release either party from its liability hereunder, including, but not limited to, Carrier's liability for such shipment as set forth herein.

4.6 Consignee Rejection. In the event that the consignee rejects a shipment that Carrier has attempted to deliver, Carrier shall immediately notify Broker, and Broker shall provide Carrier with instructions regarding the disposition of such Goods. Unless specifically instructed by Broker, Carrier shall not place any Goods in a warehouse or other storage. Carrier agrees that if it places the Goods into a warehouse or other storage contrary to, or in the absence of, Broker's express instructions, Carrier's liability with respect to such Goods shall continue to be that of a motor carrier and not that of a warehouseman. The foregoing shall not be deemed to waive any of Broker's or Broker's Customers' rights or remedies with respect to Carrier's handling of the goods. In no event may Carrier dispose of or salvage the Goods without the written consent of Broker.

## 5. CARRIER'S OPERATIONS

5.1 Drivers. Carrier shall ensure that its drivers are properly trained, licensed, and are competent and capable of safely handling and transporting the Goods. Carrier agrees that drivers will be dispatched in accordance with the maximum available hours of service as provided in rules promulgated by the FMCSA while in the United States or as provided by any Canadian authority whose jurisdiction is within Carrier's route/trip. Carrier shall have full control of such drivers and personnel. Carrier shall be solely responsible for ensuring, and will ensure, at Carrier's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement.

5.2 Equipment. Carrier shall provide and maintain all equipment required for the Services and shall only use and provide equipment that is clean, in good operating condition and repair, in compliance with Applicable Laws (defined below), and is suitable and properly configured to safely load, transport, and unload the tendered Goods. Without cost to Broker or its Customers, Carrier shall provide and ensure complete all preventive maintenance and ongoing maintenance including, but not limited to, periodic safety inspections, annual safety inspections and emissions testing pursuant to the standards set out in any and all of the applicable motor vehicle statutes and regulations of the

applicable jurisdiction(s) of operation. Carrier shall ensure that all equipment and all loads are in compliance with the environmental standards of any and all jurisdictions on its route and must act in accordance with these environmental standards, including requirements of sections 95300-95312, title 17, California Code of Regulations, if applicable. Any deviation from prescribed environmental standards is contrary to Broker's policy and the Carrier shall be solely and independently responsible for any consequence flowing from said deviation. All equipment provided for the transportation of food or food grade products will comply with the requirements of The Sanitary Food Transportation Act, or, to the extent that Carrier performs Services pursuant to this Agreement within, or to or from Canada, the Food and Drug Acts and any/all other applicable statutes and regulations, including, but not limited to the Ontario Food Safety and Quality Act, 2001, or any other jurisdiction's equivalent, and that none of the equipment so provided has been or will be used for the transportation of such commodities as pesticides, fungicides, insecticides, garbage, solid or industrial waste, whether hazardous or non-hazardous, or any other item that might adulterate or contaminate food, food products or cosmetics. Carrier will immediately notify Broker if any equipment is known to be or reported as defective or which is not in compliance with the Applicable Law pertaining to vehicle or highway safety.

5.3 Drop Trailer/Interchange. In the event that Carrier participates in a drop trailer arrangement for the benefit of any Customers, Carrier agrees that it shall address all damage or liability issues directly with the responsible Customer. Carrier agrees that Broker shall only be responsible for the direct acts of its employees, and not for the actions of customers, lumpers, draymen, other carriers, or any other third party. If Carrier agrees to interchange equipment to another carrier or to use equipment owned by a third party, Carrier will address any interchange agreement directly with that motor carrier or equipment owner.

5.4 Operating Expenses. Carrier shall perform the services hereunder as an independent contractor, and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

5.5 Handling. Carrier represents and warrants that all transportation and handling of food or food related products shall be conducted in accordance with the law and shall be performed under conditions that will protect against physical, chemical and microbial contamination, as well as against deterioration of the food. Carrier shall fully comply with all state, federal and local laws, rules and regulations regarding handling of food products. In addition, Carrier shall comply with such government guidelines regarding transportation and/or handling of food products as are applicable to its operations. Such guidance documents include, but are not limited to, the FDA's "Bulk Over-the-Road Food Tanker Transport Safety and Security Guidelines," and "Food Producers, Processors,

and Transporters: Food Security Preventive Measures Guidance,” and compliance with the USDA's “Guide for Security Practices in Transporting Agricultural and Food Commodities,” and its “FSIS Safety and Security Guidelines for the Transportation and Distribution of Meat, Poultry, and Egg Products” guide.

## 6. COMPLIANCE WITH LAWS AND SAFETY RATING

6.1 Compliance and Authority. Carrier agrees that all Services will be performed in full compliance with all applicable federal, state, provincial, territorial, municipal, local, and, to the extent applicable, international laws, rules and regulations governing its operations (including but not limited to the statutes and regulations of any provincial or territorial Highway Traffic Act or equivalent, the Transportation of Dangerous Goods Act and regulations and the regulations of the Federal Department of Homeland Security (“DHS”), the Transportation Security Agency (“TSA”), as well as any legislation and related programs designed to protect transportation activities from terrorist attacks, such as the Customs - Trade Partnerships Against Terrorism and the Free and Secure Trade initiative (singly and collectively, “Applicable Laws”). Carrier agrees to indemnify Broker and its Customers for any fines, costs, claims, liability or expenses that it may incur and that arise out of violations of Applicable Laws during Carrier's performance under this Agreement. Carrier shall procure and maintain any and all operating authorities or permits required to be held by Carrier under any Applicable Laws and shall adhere to the Canadian National Safety Code. Carrier warrants that it shall notify Broker promptly in the event of any suspension, cancellation, termination, or withdrawal of its operating authorities, in which event Broker shall have the right to terminate this Agreement immediately upon written notice to Carrier.

6.2 Safety Rating. Carrier further represents and warrants that it shall at all times maintain a U.S. DOT safety rating that is “satisfactory” or “unrated”; and if to the extent that Carrier performs services pursuant to this Agreement within, or to or from Canada, comparably, Carrier shall maintain a Canadian “carrier safety rating” that is “satisfactory” or “satisfactory-unaudited” in accordance with the Ontario Ministry of Transportation standards pursuant to the Highway Traffic Act and regulations and/or any other provincial or territorial equivalent, which has jurisdiction over the Carriers operations. Carrier warrants that it will promptly notify Broker if Carrier is assessed an “unsatisfactory” or “conditional” safety rating and Broker will suspend all service with Carrier and this Agreement shall be terminated.

## 7. INVOICING AND PAYMENT

7.1 Agent for Payment. Carrier hereby acknowledges and agrees that Carrier shall have no right or claim against Broker's Customer, a consignor, a consignee, or any other party other than the specific Broker entity identified on the applicable Load Confirmation Sheet for freight charges or for any other

charges due Carrier for Services provided hereunder, and Carrier shall not under any circumstances seek payment from any person other than such Broker entity, nor contact or pursue Broker's Customer, consignor, or consignee of the Goods for any reason without Broker's prior written consent. Carrier hereby designates Broker as its agent for payment for any and all of Carrier's freight or other charges. All freight charges, including accessorial services and fuel surcharges, shall be as set forth on the specific Load Confirmation Sheet, or as otherwise specifically agreed to in writing by the Broker and Carrier.

7.2 Invoicing. Carrier will promptly invoice the specific Broker entity identified on the applicable Load Confirmation Sheet for all applicable freight and accessorial charges, and in all cases within thirty (30) days of such charges being incurred, or of the date of the delivery of the applicable shipment, whichever is earlier. Any invoices presented after such thirty (30) day period will not be accepted or paid, and Carrier will be deemed to have waived its right to payment for the shipments detailed on such invoices. Carrier's failure to provide Broker with a legible copy or photocopy of the bill of lading or other proof of delivery will result in Carrier being held responsible to Broker for any and all revenues that are uncollected by Broker because of Carrier's failure to provide needed support paperwork to Broker.

7.3 Detention & TONU. Detention will be valid, honored and/or paid only when agreed upon by Broker and Carrier in the load/rate confirmation. Detention pricing/rate, rules, and conditions are required to be listed on load/rate confirmation by Broker. Detention will not be valid, honored and/or paid, if NOT listed and/or documented on load/rate confirmation. Detention pricing/rate listed without rules and conditions are honored as a flat rate (total/one-time fee)

TONU (Truck Order Not Used) will be valid, honored and/or paid only when agreed upon by Broker and Carrier in the load/rate confirmation. TONU pricing/rate, rules, and conditions are required to be listed on load/rate confirmation by Broker. TONU will not be valid, honored and/or paid, if NOT listed and/or documented on load/rate confirmation. TONU will be a flat rate/fee.

7.4 Payment & Rates. Broker agrees to pay Carrier for Services rendered under this Agreement within thirty (30) days after receipt by Broker of Carrier's invoice and proper documentation covering such transportation. Carrier must provide Broker with copies of shipping documents, including imaged or original signed delivery receipts, as a condition for payment of Carrier's invoices. Unless otherwise stated on the specific Load Confirmation Sheet, all delivery receipts and supporting receipts for accessorial charges (including but not limited to scale tickets, driver loading or unloading receipts, lumper receipts and demurrage time documentation) must be submitted to Broker within forty-eight (48) hours of occurrence. For greater certainty, Broker will not be liable for any late payment penalties that Carrier may impose except as expressly agreed in writing by Broker. Carrier

further agrees that Broker has the discretionary right to offset any payments owed to Carrier hereunder for liability incurred by Carrier, including, but not limited to, claims for freight, loss, damage, or delay. Broker shall pay Carrier based on rates agreed to by the parties as identified on the applicable Load Confirmation Sheet. In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in a Load Confirmation Sheet, the parties agree that the rate paid by Broker and collected by Carrier shall be the agreed upon contract rate of the parties for the services provided, unless such rate is objected to by Carrier in writing within ten (10) days of payment by Broker.

7.5 Overcharge and Undercharge Claims. The time limit for filing overcharge and undercharge claims shall be one hundred and twenty (120) days from the date of Broker's receipt of Carrier's invoice. All overcharge claims and duplicate payments subject to United States jurisdiction shall be handled and processed by Carrier in accordance with 49 C.F.R. §378. Assuming Carrier has complied with the foregoing invoicing obligations, Carrier shall 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 shall be waived.

7.6 No Trust Account. To the extent allowed under Applicable Law, Carrier hereby waives the requirement under any Applicable Law for Broker to maintain a trust account or be subject to any trust obligations in respect of any amounts owed to Carrier, and acknowledges that Broker does not hold any funds owed to Carrier in trust.

7.7 Assignment for Collection. Carrier hereby assigns to Broker all its rights to collect freight charges from any party in relation to services provided by Carrier upon receipt by Carrier of payment from Broker. Carrier further agrees to execute such further documentation as may be reasonably required to facilitate Broker's collection of such freight charges.

## 8. INSURANCE

8.1 Coverage Required. Carrier shall procure and maintain in force, at its own expense, throughout the term of this Agreement, all health, workers' compensation, cargo and liability insurance to at least the minimum limits required by Applicable Law and industry standards in locations where Carrier provides transportation services or operates. Carrier additionally agrees to maintain the following insurance coverage:

- (a) commercial general liability insurance in an amount of no less than \$1,000,000 USD per occurrence (or the Canadian equivalent);
- (b) automobile liability insurance in amounts not less than \$1,000,000 USD (or the Canadian equivalent) per accident or in accordance with the requirements of 49 C.F.R. Part 387 (whichever requirement is greater), such insurance shall include MCS-90 endorsement and broadened pollution

liability coverage endorsement;

(c) broad form cargo insurance in the minimum amount of \$100,000 USD per occurrence (or the Canadian equivalent) to compensate the parties named on the receipt or bill of lading for loss or damage to property transported by Carrier; provided further, that where Carrier is providing or using equipment designed for refrigerated, heated, or other temperature controlled services, such insurance shall contain an endorsement insuring against the mechanical breakdown of such refrigerated, heated, or other temperature controlled equipment, and against driver error; and (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.

Broker does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the Carrier's interests, and Carrier agrees that the insurance limit amounts do not limit Carrier's responsibilities and liabilities under this Agreement.

8.2 Coverage Provisions. Carrier warrants that the cargo insurance policy maintained by Carrier does not and will not exclude coverage for infidelity, fraud, dishonesty or criminal acts of the Carrier, its employees, agents, officers or directors ("Employee Dishonesty") and has no limits of liability or any exclusions on the insurance policy or in the Carrier tariff for: (a) less than the insured amount or full actual value of the goods, whichever is higher, or (b) commodities and terms and conditions shown on the Load Confirmation Sheet specific to the shipment or series of shipments. In the event that Carrier's cargo policy cannot be endorsed to exclude coverage for Employee Dishonesty, Carrier shall obtain and maintain a separate crime insurance policy to ensure similar coverage.

8.3 Qualified Insurers. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or greater, and shall, as applicable, be primary and shall waive subrogation and contribution against Broker and its Customer. Carrier shall furnish to Broker written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation of the policies shall be given to Broker at least thirty (30) days prior to such cancellation (with a 10-day notice of cancellation for non-payment of premium). In addition, Broker shall be named as an additional insured on Carrier's general liability, automobile liability and cargo policies, and on the cargo policy as evidenced on the certificates of insurance. Upon request of Broker or its designated insurance consultant, Carrier shall provide Broker, Broker's consultant, or Customer with copies of the applicable insurance policies.

8.4 Creditworthiness. Broker shall have the right, prior to tendering any shipments and thereafter while this Agreement is in effect, to make any investigations that it deems reasonably necessary to determine Carrier's solvency, and performance of, and ability to perform, the services hereunder in accordance with the standards herein, including making inquiries into Carrier's credit and financial

records and history.

## 9. LIABILITY AND INDEMNITY

9.1 Liability for Goods. Carrier shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to Carrier for transportation until delivery to the consignee accompanied by the appropriate receipts. Carrier shall notify Broker immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event Carrier becomes aware that applicable delivery schedules will not be met. Notwithstanding that Carrier may have or hold an authorization or permit to operate as a contract carrier, Carrier hereby agrees to assume the liability of a common carrier for full actual loss or damage to goods transported hereunder. Carrier acknowledges that, with respect to all matters relating to loss, damage or delay claims, Carrier is directly liable to the consignor, consignee or owner of the Goods, or Broker acting on their behalf. Liability for Goods transported hereunder shall exist from the time of the receipt of the Goods by Carrier until proper delivery has been made in accordance with this Agreement. Liability shall be for the full destination retail value of the lost or damaged goods and all freight charges thereto. Carrier shall return all damaged Goods at its expense to the point of origin or, with Carrier's consent, to other points as instructed by Broker for the purpose of inspection and mitigation of damages at a mutually agreeable charge. For transportation within the United States, the parties agree that the provisions of 49 U.S.C. §14706 ("Carmack Amendment") and 49 CFR Part 370 (claim regulations) shall be applicable, including the limitations on defenses contained therein; provided, however, that in no event may Carrier salvage or dispose of any damaged or refused Goods without the prior written consent of Broker or owner of such Goods. Broker will provide their Customers disposition instructions within sixty (60) days from notification to Broker by Carrier of damage or refusal of Goods. Exclusions from coverage contained in Carrier's Cargo Insurance as required herein shall not affect Carrier's liability for freight loss, damage, or delay.

9.2 Concealed Loss. Claims based on a concealed loss or damage reported to Carrier within fifteen (15) days of the date of delivery shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.

9.3 Conflict of Law. To the extent that there is any conflict between this Agreement and ICCTA, the terms and conditions of this Agreement will apply. Pursuant to 49 USC §14101, Carrier expressly waives all rights and remedies under Title 49 USC Subtitle IV Part B to the extent they conflict with this Agreement. Where this Agreement is silent, general provisions of U.S. federal transportation law shall apply. For greater certainty, nothing herein shall waive the applicability of 49 USC §14704 (a) (2) and (e) in relation to Carrier's provision of the services hereunder.

9.4 Agreement Controlling. Broker and Carrier agree that the Carrier's liability for loss, damage, and delay shall be determined solely by the terms of this Agreement, regardless of the country in which



the shipments originated, to the extent permissible by Applicable Law. Without limiting the foregoing, Carrier assumes liability for full actual loss for all loss, damage, or delay of the shipments tendered to Carrier hereunder regardless of whether or not there is any declaration of value: (a) on any bill of lading evidencing or covering a shipment and/or (b) in any contract of carriage between Broker and the Carrier. Broker and Carrier agree that for each shipment transported under this Agreement, Broker (or the consignor) shall be deemed to have declared a value of the Goods on the face of the Bill of Lading accompanying such shipment and such Bill of Lading shall be deemed to contain a statement as follows: "A written Contract exists which alters the conditions of this Bill of Lading". The time limit for filing a claim against Carrier shall be nine (9) months from date of delivery, or in the case of Carrier's failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed. Mailing the claim or electronically transmitting (including by e-mail or fax) the claim in accordance with the notice provisions of this Agreement within the nine (9) months' time limit will satisfy the time limit. Carrier hereby expressly waives any requirement for the Broker or claimant to give notice in writing to the Carrier of any loss, damage or delay to any shipment transported pursuant to this Agreement within sixty (60) days after delivery of the shipment, or in the case of failure to make delivery, within nine (9) months after the date of shipment. Carrier agrees and covenants that it will not raise as a defense to any claim asserted by Broker or claimant the failure on the part of Broker or claimant to give prior notice in writing of a claim. Carrier waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. Carrier shall pay to Broker, or allow Broker to deduct from the amount Broker owes Carrier, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by Carrier to Broker or its Customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by Carrier of Broker's or Customer's undisputed claim and supporting documentation. Carrier shall fully assist Broker in investigating any claim for cargo loss, damage, delay, or destruction.

9.5 Indemnity. Carrier shall be liable for, and shall defend, indemnify and hold harmless the Broker, its Customer, its shipper, consignee or owner of property, and all officers, members, directors, employees, stockholders, partners, affiliates and agents thereof (collectively the "Indemnified Parties") from and against, all claims, demands, costs, damages (including special, indirect or consequential damages), losses, liabilities (including reasonable attorneys', accountants', and experts' fees and disbursements), judgments, fines and other amounts (collectively, "Claim or Claims") relating to or arising out of: (a) injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the Services performed by Carrier hereunder, or by any third parties, Carrier employees or agents performing services directly or indirectly on Carrier's behalf hereunder, (b) Carrier's performance or non-performance of any of its obligations under this Agreement, including without limitation any acts or omissions related to the handling of

cargo shipped hereunder, (c) Carrier's breach of this Agreement or any warranty or representation herein, (d) Carrier's negligence or misconduct or (e) any claim (including by governmental authorities) that Carrier or any employee of Carrier is an employee of Broker. Carrier shall not be obligated to indemnify an Indemnified Party to the limited extent that a Claim directly results from the gross negligence or willful misconduct of such Indemnified Party.

## 10. BACK SOLICITATION PROHIBITED, LIQUIDATED DAMAGES

(a) During the term of this Agreement and for the one-year period following termination (the "Restricted Period"), Carrier shall not accept traffic, either directly or indirectly, from any shipper, consignor, consignee, or Customer of Broker where: (1) the availability of such traffic first became known to Carrier as a result of Broker's efforts; or (2) traffic of the shipper, consignor, consignee or Customer of Broker was first tendered to Carrier by Broker. If Carrier breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of Broker, Carrier shall be obligated to pay Broker, for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and Carrier shall provide Broker with all documentation requested by Broker to verify such transportation revenue. Carrier shall not utilize Broker's or the Customer's name or identity in any advertising or promotional communications without written confirmation of Broker consent. During the term of this Agreement and for 12 months subsequent to the last load tendered for a particular BROKER customer (so long as Broker maintains routing control of such freight), CARRIER agrees it will not directly solicit the freight of BROKER's customer where such freight was first tendered to CARRIER by BROKER. This prohibition of solicitation shall be limited to those freight lanes in which BROKER has tendered CARRIER the customer's freight pursuant to this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit CARRIER from responding to any inquiry initiated by any third party or any general RFP/RFQ made by any third party and providing services to such party subsequent thereto. In the event CARRIER violates the terms of this provision, CARRIER shall pay to BROKER 20% of the linehaul revenue received as a result of such violation during the restricted 12-month period.

(b) Carrier agrees that during the term of this Agreement and for a period of one (1) year following the date of termination that it will not directly or indirectly solicit any of Broker's employees, contractors, agents, franchisees, or carriers of Broker on behalf of itself or any third party.

## 11. GENERAL

11.1 Entire Agreement. This Agreement and any attached Appendices constitute the entire

agreement between the parties and supersede all previous agreements and understandings relating to the subject matter hereof. Except as expressly provided herein, this Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties.

11.2 Status of Parties. The relationship of the Carrier to the Broker shall, at all times, be that of an 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, or 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. Carrier shall be solely responsible for its day-to-day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit. 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.

11.3 Assignment. Carrier shall not assign or transfer this Agreement without the prior written consent of Broker, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.

11.4 Waiver. Time is of the essence of this Agreement. No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.

11.5 Signature by the Carrier is not required on load/rate confirmation for Broker terms and/or conditions to be to be valid, honored and considered approved between Broker and Carrier.

11.6 Agreement terms between Broker and Carrier will be listed on Load/Rate Confirmation by Broker. Carrier cannot list their Conditions of Service (Circular) without Broker acknowledgment.; acknowledgment is confirmed by Broker adding the additional terms and/or conditions to load/rate confirmation and a signature by an approved manager. Terms and/or conditions added to load/rate confirmation by Carrier will not be honored, valid or accepted.

11.7 Severability. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal, or unenforceable, any such provision shall be construed, to the extent possible, to be valid, legal and enforceable, and where not possible, shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein. Any provision of this Agreement which expressly states that it is to continue in effect after

termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.

11.8 Notices, Communication and Confidentiality.

(a) Carrier and Broker shall endeavor to communicate by the most effective and efficient means to exchange information, including instructions, rates, equipment, shipment location, and other information helpful or necessary to achieve the intentions of the Parties herein. Such communications and information transmission presently include telephone, telecopier, software, e-mail, internet, electronic data interchange, satellite, and information received from third parties (including affiliates of Broker, outside billing companies and freight payment entities), but this is not intended to be limiting the manner of future communications as they develop.

(b) Any notices to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, email or facsimile addressed to the parties at their respective addresses appearing in this Agreement below the signatures of the parties hereto or to such other address as one party advises the other party in writing. Any such notices shall be deemed to have been received by the party to whom they were addressed upon (i) if by hand, registered mail, or courier by actual delivery, (ii) if by facsimile, upon confirmation by the party to whom they were addressed or (iii) if by email, upon confirmation by electronic mail delivery receipt obtained through the applicable electronic mail program.

(c) All information furnished by one party to the other in the course of performing work or rendering services under this Agreement shall be deemed to be the confidential and proprietary information of the disclosing party and/or its customers. The party receiving information agrees not to disclose any such information unless required to do so by order of court or other legally constituted tribunal, nor to use such information other than in performance of work and/or services under this Agreement. Carrier agrees not to use Broker or Broker's Customers' names for promotional or other purposes without prior written consent of Broker.

11.9 Controlling Law. The laws of the State of Ohio shall govern the validity, construction and performance of this Agreement and all actions or proceedings shall be brought exclusively in the State of Texas and Carrier consents to the jurisdiction of a court located in said state for all purposes, including the taking of depositions in said State; provided, however, actions for recovery of loss and damage claims may be commenced (at the option of Broker or claimant) in such other jurisdiction and venue as may be authorized under 49 U.S.C. §14706, and Carrier hereby consents to the jurisdiction and venue of such court for all purposes, including the taking of depositions.

11.10 Counterparts. This Agreement may be executed in counterparts, or facsimile counterparts,

each of which when executed by either of the parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date received by submission (online and/or email)

Broker: Simplicity Logistics, LLC and their respective affiliates

Carrier (Legal Name): \_\_\_\_\_

DBA: \_\_\_\_\_

MC/MX/FF #: \_\_\_\_\_

US DOT Number: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_