



Please sign the contract & fill out the carrier profile. Fax both to us as soon as possible. Once we receive the completed, signed forms from you, we will fax you a load confirmation.

INSURANCE POLICY:

RJW Logistics, Inc. must be listed as "Certificate Holder" on your insurance policy. Please contact your agent and have them mail an original copy, to the attention of the Accounting Department at the address shown below. **Please be sure they list RJW Logistics, Inc. as "Certificate Holder".**

RJW Logistics, Inc.
P.O. Box 1309
Bolingbrook, IL 60440

DATA SHEET:

Phone: 630-424-2400 Fax: 630-424-7251 Web: WWW.RJWGROUP.COM

General Information:

Federal ID: 36-324-8784
Dun & Bradstreet #: 10-318-7571
MC: 131069 SCAC: RJWI
In Business since 1981

SURETY BOND: Old Republic Surety Company, ph. 262-797-2640

BANK REFERENCES: Melissa Stocker, 2nd Vice President, American Chartered Bank, 100 West Higgins Road, Building S, South Barrington, IL 60010, ph. 847-273-1650

CARRIER REFERENCES:

Jahn Transfer, Inc., Lacrosse, WI, ph. 800-562-4346
CRT Transportation, Bartlett, IL ph. 630-540-2337
MBT Transport, Summit, IL, ph. 800-892-7986

TO ENSURE PROMPT PAYMENT, CARRIERS MUST HAVE:

- The RJW order number on your freight bill.
- The original B.O.L., signed delivery receipt (no exceptions), scale tickets, lumper receipts, in and out times for any detention must be approved prior to billing. (In and out times must be marked by Shipper/Consignee on bill of lading or no payment will be made.)
- Carrier profile sheet must be filled out completely
- Signed contract with RJW Logistics, Inc.
- Original certificate of Cargo insurance listing RJW Logistics, Inc. as loss payee
- Completed W-9 Form.

BROKER – CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20__ by RJW Logistics, Inc. ("BROKER"), a Registered Property Broker, (MC-131069), and _____, a Registered Motor Carrier, Permit/Certificate No. DOT _____, MC-____ ("CARRIER") (collectively, the "Parties"). ("Registered" means operated under authority issued by the Federal Motor Safety Administration ("FMCSA") within the U.S. Department of Transportation ("DOT") or any appropriate state or federal regulatory agencies).

1. CARRIER REPRESENTATIONS AND WARRANTIES:

- A. CARRIER is a Registered Motor Carrier of Property authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.
- B. CARRIER shall transport the property, under its own for-hire motor carrier operating authority and subject to the terms of this Agreement;
- C. CARRIER makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. CARRIER 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. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on Equipment operated only under the for-hire motor carrier authority of CARRIER, and that CARRIER will not rebroker, co-broker, subcontract, assign, interline, pass off, or hand off the transportation of shipments hereunder to any persons or entity without prior written consent of BROKER. If CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such freight under its own authority in accordance with this provisions, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any third party. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. In addition to the indemnity obligation, CARRIER will be liable for consequential damages for violation of this provision.
- F. CARRIER is in, and shall maintain during the term of the Agreement, compliance with all applicable federal, state and local laws, rules, regulations, and ordinances ("Applicable Law") relating to the provision of its services including, but not limited to 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;
- G. All CARRIER's drivers shall be and are subject to the exclusive direction, control and supervision of CARRIER and not BROKER.

2. CARRIER'S OPERATIONS AND COMPLIANCE WITH LAW.

- A. In order to satisfy shipping requirements of the entity that has retained BROKER ("Customer"), BROKER may relay to CARRIER such Customer requirements, including, but not limited to, routes, pick-up and delivery dates, and times, special handling requirements, bracing and blocking requirements, dimensions and weights. Such information, if provided at all is provided for informational purposes only and CARRIER assumes full responsibility for the performance of its drivers hereunder.
- B. Any communications or reporting requirements regarding the location of freight (tracing) are made in order to satisfy Customer's requirement or BROKER's contractual service obligations to its Customers. The method and manner of performance of the requirements under this Agreement are the sole responsibility and control of the CARRIER. CARRIER or its driver are responsible for determining the appropriate route for transportation. Any directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such directions.
- C. CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Law to perform the services hereunder. CARRIER shall have full control of any personnel used in the provision of motor carrier services hereunder. 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. Without limiting the foregoing, CARRIER shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. CARRIER shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify BROKER prior to acceptance of load
- D. ADDITIONAL DRIVER QUALIFICATIONS: During the pendency of this Agreement, CARRIER will not assign drivers to transport freight:
 - i. who have more than three moving violations in the last three years (from date of conviction or plea);
 - ii. who have any speeding violations (of more than ten MPH over posted speed limits) in the last three years (from date of conviction or plea);
 - iii. who have any DWI or DUI violations in the past five years (from data of conviction or plea) or a current charge pending; or

- iv. who have any careless or reckless driving violations in the past five years (from date of conviction or plea).
- E. CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.
- F. CARRIER will notify BROKER immediately if its for-hire motor carrier operating authority is revoked, suspended or rendered inactive for any reason; and/or if CARRIER 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. Does not have an "Unsatisfactory," "Unfit," or "Conditional" safety rating issued by FMCSA and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory," "Unfit," or "Conditional" or receives notice that such will occur, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed. Where such has occurred, BROKER may require CARRIER to provide a corrective action plan. In no event will CARRIER transport any cargo under this Agreement while an unsatisfactory or unfit safety rating in effect. BROKER may, in its sole discretion, implement a motor carrier selection protocol which may be revised from time to time. If CARRIER fails to meet the requirements of any such protocol, BROKER may, in addition to any other rights and remedies available, including, but not limited to, termination, disqualify CARRIER from providing service to BROKER until such time as CARRIER is re-qualified in accordance with the provisions of the protocol. BROKER may, in its sole discretion, discontinue use CARRIER to provide any services until such time as CARRIER's operations are acceptable to BROKER.
- H. Carrier authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- I. Carrier has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- J. CARRIER shall solely be responsible for compliance with all provisions of Applicable Law regarding overdimension and overweight loads and air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB") By entering into this Agreement, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation ("TBR") at 13 C.C.R. § 2025, the Drayage Truck Regulation ("DTR") at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units ("TRU") at 13 C.C.R. § 2477 et. Seq., and the Tractor Trailer Greenhouse Gas ("GHG") regulation at 17 C.C.R. § 95300 et. Seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. CARRIER shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to BROKER upon request. Without limiting the foregoing, if CARRIER operates TRUs in California under this Agreement, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER").

3. **BROKER RESPONSIBILITIES**

- A. **SHIPMENTS, BILLING & RATES:** BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if required by the Customer, any special shipping and handling instructions, or special Equipment requirements, of which BROKER has been timely notified. CARRIER agrees that BROKER has the exclusive right to handle all billing and freight charges to Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against Customer unless BROKER, in its sole discretion, expressly authorizes CARRIER in writing to collect from any such party, in which case, CARRIER's sole recourse will be against such party and CARRIER must provide ten (10) days' written notice to BROKER of its intent to collect from any such party.
- 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, fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s)/dispatch sheets incorporated herein by this reference. Any services provided pursuant to such rate confirmations shall be subject to the terms and conditions of this Agreement. 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. CARRIER will bill its invoice directly to the BROKER and shall provide the BROKER with a copy of the signed shipper's bill of lading and signed delivery receipt.
- C. **RATES:** CARRIER will invoice and BROKER will pay the rates and charges set forth in Appendix A for transportation services performed under this Agreement. CARRIER will send invoices to BROKER. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Appendix A can be supplemented or revised only by written agreement signed by both PARTIES.
- D. CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the PARTIES. 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, shall only be valid when their terms are specifically agreed to in writing signed by both Parties. In no event will CARRIER's tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided hereunder.
In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate Rate Confirmation Agreement (in the form specific in Appendix B), 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 10 days of payment by BROKER.
- E. **PAYMENT:** Failure of BROKER to collect payment from the Customer shall not exonerate BROKER of its obligation to pay

CARRIER. BROKER shall endeavor to pay CARRIER's invoice within 30 days of receipt of the invoice, legible copy of the bill of lading or other proof of delivery, provided CARRIER is not in default under the terms of this Agreement. Such receipt shall serve as a condition to payment. CARRIER's failure to provide BROKER with an invoice, legible copy 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. 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.

- F. CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge claim. 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.
- G. BOND: BROKER shall maintain a surety bond/trust fund as agreed to and on file with the FMCSA in the form and amount not less than that required by that agency's regulations.
- H. 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.
- I. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight, and as such, is an independent contractor in its relationship to the CARRIER or any of BROKER's Customers.

4. CARRIER RESPONSIBILITIES, OPERATIONS, AND PERFORMANCE OF SERVICES

- 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 agrees to pay all expenses related, in any way, with the use and operation of the Equipment; maintain the Equipment in good repair, mechanical condition and appearance; and maintain records of Equipment use which will be provided to BROKER upon request.
- B. 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.
- C. CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER's services. CARRIER or its driver are responsible for determining the appropriate route for transportation. Any directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such directions.
- D. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or the entity that has retained BROKER
- E. RECEIPTS AND BILLS OF LADING: CARRIER shall issue a bill of lading 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. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. No terms, conditions or provisions of the bill of lading, manifest or other form of receipt or contract shall apply to services provided under this Agreement. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
- F. LOSS & DAMAGE CLAIMS:
 - i. 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.
 - ii. 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
 - iii. Special Damages: CARRIER's liability for freight loss and damage claims under this sub par shall include legal fees.
 - iv. Except as otherwise provided therein, 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.
 - v. Notwithstanding the terms of 49 C.F.R – 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
 - vi. CARRIER's liability for cargo damage, loss or theft from any cause for any one shipment, shall be for the full value of the

goods, but shall not exceed \$100,000 per shipment unless CARRIER is notified by BROKER or Shipper of the increased value prior to shipment pickup. No other limitation of liability shall apply unless specifically agreed to in writing by BROKER prior to Carrier's receipt of the specific shipments to which such limitation applies, and BROKER's agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to CARRIER. The foregoing notwithstanding, if the CARRIER maintains cargo insurance in excess of \$100,000, CARRIER's per-shipment liability shall equal CARRIER's cargo insurance limits.

- vii. 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 its Customer, 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.
 - viii. BROKER or its Customer may request that CARRIER accept a higher maximum liability. In such an event, the increased valuation will be stated in a separate Rate Confirmation Agreement or on the bill of lading. CARRIER's acceptance of the load shall evidence CARRIER's acknowledgement that CARRIER agrees that it will be liable for the increased valuation (of the full value of the goods, whichever is less), and that CARRIER agrees to maintain cargo insurance up to the full amount of such valuation. Upon request, CARRIER will provide BROKER or Customer evidence of such increased cargo insurance limits, which insurance will comply with the provisions of this Agreement governing cargo insurance.
 - ix. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
 - x. Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay. Without limiting CARRIER's contractual liability to BROKER hereunder, CARRIER acknowledges and agrees that BROKER may, in its sole discretion, but is not required, to pursue claims for cargo loss and damage on behalf of its Customer, and in such instances is not required to obtain an assignment of claim from its Customer in order to pursue such a claim.
- G. 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:
- i. Commercial General liability ("CGL") covering the transportation of shipments and other operations under this Agreement with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.
 - ii. Public Liability and Property Damage Liability ("AL") with a combined single limit of not less than \$1,000,000 without aggregate limits covering all owned, non-owned, and hired vehicles (including any trailers provided by BROKER or its Customer as addressed below) with a reputable and financially responsible insurance company insuring CARRIER.
 - iii. All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") with limits of not less than \$ 100,000 per occurrence in denial coverage for losses to cargo transported thereunder, including, but not limited to, conditions and exclusions for theft, dishonesty, fraud, unattended or unattached trailers, refrigerator unit breakdown, lack of refrigerated unit fuel, or commodity limitations. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims, including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel;
 - iv. Statutory Worker's Compensation Insurance with limits required by applicable state law.
 - v. All insurance required by this Agreement must be written by insurance companies having a Best's rating of "B+" VII or better authorized to do business under the laws of the state(s) or province(s) in which CARRIER provides the transportation and related services as specified in load confirmation communications received from BROKER. The insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency, where applicable. All such policies shall be primary and shall waive contribution. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy. CARRIER grants permission to BROKER, and shall require its insurance underwriters and agents, to provide BROKER upon BROKER's request a copy of all insurance policies including copies of all exclusions on any cargo policy. If CARRIER's cargo policy, contains those prohibited conditions or exclusions, CARRIER shall obtain and furnish endorsements in the policy providing coverage to the satisfaction of BROKER. In addition, BROKER shall be named as an additional insured on CARRIER's CGL and AL policies, and as a loss payee on the Cargo policy as evidenced by an endorsement on the certificates of insurance.
- H. 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. In no event shall CARRIER seek to collect charges from the shipper, consignee, or other Customer of BROKER unless expressly instructed to do so in writing signed by an officer of BROKER. If such authorization or instruction is provided to CARRIER by BROKER, CARRIER acknowledges and agrees that BROKER shall have no additional obligation to make payments to CARRIER for underlying charges.
- I. 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.

- J. CARRIER shall be held responsible for the greater of the amount imposed by Customer for the following service failures, or the amounts below:
- a) \$25.00 for missed or late pick-up
 - b) \$50.00 for missed or late delivery
 - c) \$25.00 for failure to check call per occurrence (before and after pick-up and delivery)
- K. CARRIER agrees and promises not to directly or indirectly solicit hire or retain BROKER's employees either for the purposes of offering employment or of securing their services as independent contractors during the term of Agreement and for a period of two (2) years after Agreement's termination.
- L. The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor, except that BROKER shall be the agent for CARRIER for the collection and payment of charges to CARRIER.
- M. CARRIER hereby waives and releases all liens which CARRIER might otherwise have to any shipments in the possession or control of CARRIER.
- N. With respect to transportation governed by regulations of the Food and Drug Administration ("FDA") codified at 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to CARRIER, 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 in such regulations. CARRIER is responsible for all sanitary conditions during transport. CARRIER must confirm the vehicle and Transportation Equipment: (i) is in appropriate physical condition to transport the goods tendered; (ii) is dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe; and (iii) shall never have been used to transport any waste (whether hazardous or not), refuse, garbage, rodenticide, pesticide, or insecticide.
- O. HAZARDOUS MATERIALS: In the event CARRIER is requested to transport waste or hazardous materials, CARRIER represents and warrants that it has obtained all necessary federal, state and provincial permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. CARRIER further represents and warrants that: (i) it is in compliance with any and all Applicable Law, including, but not limited to 49 C.F.R. Parts 171-178; (ii) all drivers used to transport such shipments have undergone the necessary training requirements of all applicable state, provincial and federal laws; and (iii) all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License (or such analogous operator permit as is applicable to such driver) to legally transport such shipments. CARRIER acknowledges and agrees that BROKER's sole obligation with respect to requesting services with respect to such shipments is to pass through information (including commodity descriptions and classifications) and documentation (including shipping papers) provided to BROKER by the Customer. BROKER shall have no obligation to independently verify the accuracy of such information or documentation.
- P. HANDLING, LOADING AND SEALING:
- i. CARRIER will comply with handling instructions provided by the shipper, consignor or consignee (including such instructions that may be passed through to CARRIER by BROKER) including, but not limited to, compliance with requirements related to transportation of temperature controlled shipments. Without in any way limiting the generality of the foregoing, CARRIER shall ensure that any shipments requiring controlled temperature transit are maintained at all times within required temperature ranges.
 - ii. If goods are tendered to CARRIER and a reasonable person would understand that the goods require controlled temperature transportation, and CARRIER has not been provided instructions regarding controlled temperature goods, CARRIER shall request and obtain such instructions prior to loading the goods. If CARRIER receives contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.
 - iii. With respect to cargo requiring controlled temperature transportation, CARRIER shall abide by the following: (i) CARRIER shall perform regularly scheduled maintenance on any refrigeration unit used to transport cargo pursuant to this Agreement in accordance with manufacturer recommendations, and shall maintain records of such maintenance; (ii) CARRIER shall ensure all refrigeration units are sufficiently fueled; (iii) CARRIER is responsible to ensure pre-cooling of all transportation equipment prior to pick-up; (iv) CARRIER shall ensure that all trailers are equipped with functioning temperature monitoring devices capable of demonstrating that required temperatures were maintained during the entire period of transit; and (v) CARRIER will only use refrigeration equipment capable of producing a downloadable report demonstrating that required temperatures were maintained throughout the entire period of transit, which reports will be maintained for at least three (3) years after delivery and provided to BROKER or its Customer upon request.
 - iv. Unless a shipment is loaded and sealed prior to arrival of CARRIER personnel, the manner of loading and securing freight upon Equipment shall be the sole responsibility of CARRIER. With respect to unsealed loads loaded prior to CARRIER's arrival, CARRIER shall be obligated to inspect such loading prior to departing. CARRIER represents that each driver utilized by it shall be competent to manage the loading and transportation of the goods subject to this Agreement.
 - v. When required by BROKER, the shipper or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken

seal.

- vi. In the event that law enforcement personnel require that CARRIER break any seal on any shipment, CARRIER shall document such fact on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, CARRIER personnel shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, CARRIER shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate such fact to BROKER and, if not BROKER, the consignee of the shipment.
- vii. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.

Q. INDEMNITY. To the extent permissible under applicable federal and state law, CARRIER shall defend, indemnify, reimburse, and hold BROKER and its Customer, and each of their affiliated entities harmless from and against all direct and indirect loss, liability, claims, actions, fines, expenses, including reasonable attorneys' fees, injuries, or damages, arising out of or related to CARRIER's, its employees, or independent contractors working for CARRIER performance or breach this Agreement, including, but not limited to damage to property, and personal injury or death and CARRIER's possession, use, maintenance, custody, or operation of the Equipment. Neither Party shall be liable to the other for any claims, actions or damages to the extent caused by the proven negligence or intentional act of the other party, or the shipper. The obligation to defend shall include all costs and defense as they accrue.

5. **USE OF BROKER'S TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer, container, chassis or other equipment owned by or leased to BROKER or its Customer, or otherwise provided to CARRIER by BROKER or its Customer ("Trailer(s)") for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to Trailers, destruction of Trailers, theft from Trailers, theft of any contents of Trailers, and for any claims for bodily injury (including death) or property damage arising from or related to any accident involving Trailer(s) regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is directly and proximately caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer. The initial burden of proving such damage, injury, destruction, or theft was directly and proximately caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer in any proceeding brought pursuant to this Agreement shall rest on CARRIER. In the event that applicable state law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable state law. In no event will any such Trailer be used for any purpose other than performing Services hereunder, and in no event will CARRIER allow any third party or any power unit not operating under CARRIER's for-hire motor carrier authority to operate any such Trailer, unless expressly authorized to do so in writing which written notice must be specific to the movement at issue. CARRIER ACKNOWLEDGES AND AGREES THAT NEITHER BROKER NOR THE CUSTOMER MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE TRAILER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE.

6. **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, 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.
- B. **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.
- C. **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 rights and remedies they may have under the Act.
 - iii. CARRIER waives its right to obtain copies of BROKER's records under 49 C.F.R. Part 371. 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.
- D. **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 Transportation Arbitration and Mediation PLLC (TAM). 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. 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 TAM nearest Woodridge Illinois or such other place as mutually agreed upon in writing or 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 transportation law and regulations, the laws of the State of Illinois 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. Subject to the time limitation set forth in Sub. D above, for disputes where the amount in controversy exceeds \$10,000.00, 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. Subject to the time limitation set forth in Sub. D above, for disputes where the amount in controversy does not exceed \$10,000.00, BROKER shall have the right, but not the obligation, to select litigation in small claims court in 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. Venue, controlling law, and jurisdiction in any legal proceedings under Subs. i or ii above shall be in the State of Illinois.
- E. NO BACK SOLICITATION:
- i. Due to BROKER's substantial costs in marketing as well as employing sales representatives to obtain business, unless otherwise agreed in writing, during the term of this Agreement and for 24 months thereafter. CARRIER shall not, other than pursuant to this Agreement provide transportation services for any reason, from any shipper, consignor, consignee, or other Customer of BROKER, when such shipments of Customers were first tendered to CARRIER by BROKER or where CARRIER first became aware of such traffic due to BROKER's efforts. This provision applies to whether CARRIER solicits Customer, or Customer solicits CARRIER.
 - ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following breach by CARRIER of this prohibition, to a commission of 20 percent of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue CARRIER. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees. BROKER shall have the right to audit CARRIER's records to ensure compliance. CARRIER shall not utilize BROKER's or BROKER's Customer's name or identify in any advertising or promotional communications without written confirmation of BROKER's consent.
- F. 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 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 the 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 violating Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- G. 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.
- H. 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 (Pars 2.B and 2.C).
- I. NOTICES
- i. All notices provided or required by this Agreement, shall be made in writing and delivered, to the addresses shown herein, 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.
- J. CONTRACT TERM: The term of this Agreement shall be TWO (2) YEARS from the date hereof and thereafter it shall automatically be renewed for successive TWO (2) 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.
- K. TERMINATION: BROKER may terminate this Agreement immediately upon written notice in any of the following events:
- i. CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;

- ii. 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;
 - iii. CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner;
 - iv. CARRIER fails to comply with the performance metrics imposed upon it at any time by BROKER as set forth in this Agreement.
 - v. CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement.
 - vi. 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.
- L. 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.
- M. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- N. FAX AND EMAIL CONSENT: The Parties to this Agreement are authorized to fax or email to each other at the numbers or letters shown herein, (or otherwise modified in writing from time to time), shipment availabilities, Equipment and rate specifications, or any advertisements of new services.
- O. 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 NAME: RJW LOGISTICS, INC.

CARRIER NAME:

(Authorized Signature)

(Authorized Signature)

Printed Signature

Printed Signature

Title

Title/Position

Company Address:

Company Address:

RJW LOGISTICS, INC.
.....

.....

P.O. BOX 1309
.....

.....

BOLINGBROOK, IL 60440
.....

.....

Phone: 630-424-2400
.....

Phone:
.....

Fax: 630-424-7251
.....

Fax:
.....

.....

Email:
.....

APPENDIX A

1. Rates. In accordance with Paragraph 6 of the Agreement, the rates applying to the transportation services to be provided pursuant to the Agreement are set forth below:

2. Payments. In accordance with Paragraph 6 of the Agreement, any special payment requirements are set forth below:

3. Freight Loss, Damage or Delay. In accordance with Paragraph 8 of the Agreement, any special provisions dealing with cargo loss and damage claims are set forth below:

4. Insurance. In accordance with Paragraph 9 of the Agreement, any special insurance requirements are set forth below:

5. Confidentiality and Non-Solicitation. In accordance with Paragraph 13 of the Agreement, any exceptions or modifications to Confidentiality or non-solicitation provisions are set forth below:

BROKER

Carrier

Printed: _____

Printed: _____

APPENDIX B

BROKER
Address
Telephone
Fax

Rate Confirmation

Date: _____ Carrier: _____ Contact: _____
Pro #: _____ Phone: _____
Driver: _____ Fax: _____

Have Driver Call (_____) _____ for dispatch.

LOAD INFORMATION

Origin: _____ **Destination:** _____ **Date:** _____
_____ **Time:** _____
_____ **Pickup/Release #:** _____

Contact: _____ **Contact:** _____

Qty: _____ **Qty. Type:** _____ **Commodity:** _____

Rate of Item: _____ **Total:** _____ **Weight:** _____

Special Load Requirements: _____

This rate includes all stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Carrier shall be liable for full loss resulting from loss, damage, injury, or delay, except that Carrier's liability shall not exceed \$ _____ per trailer conveyance unless a higher value is declared below or on the bill of lading, in which case, Carrier's liability shall be lesser of the full value of the goods involved, or the declared value. Full loss is the invoice price of freight tendered to the Carrier for transport.

Declared Value: \$ _____

We understand that this contract has been approved by a person authorized to do so. If any information is incorrect, please contact us by fax or telephone before executing the above contract.

Confirmation must be signed and faxed to Broker before Loading. All truck invoices must be presented for payment with original Bill of Lading proof of deliveries, and a signed copy of this rate confirmation.

- * For sealed loads, seal numbers and "Seal Intact" notation must appear on Bill of Lading
- * Driver must count during loading or get SLC notation on Bill of Lading

ALL LOADING AND UNLOADING FEES MUST BE PRE-APPROVED.

Special Instructions: _____ *Signature and Fax back to* _____ *required prior to dispatch.*

Booked by: _____
Carrier _____ Date _____
Authorized Representative

Broker _____ Date _____

Your signature constitutes a contractual agreement between your company and Broker.