



**WELCOME TO
HOMETOWN LX!**

ALWAYS MOVING FORWARD

DRYVAN • FLATBED • TEMPERATURE CONTROL • DRAYAGE • LOGISTICS SOLUTION

MC# 069126

DOT# 3085668

**Please Email All Invoices To
carrierinvoices@hometownLX.com
Accounts Payable: 217-238-3179
24 Quick Pay or 30 Day Standard Terms Available**

**All other questions?
We are 24/7.**

Nate Roberts
Chief Executive Officer
317-937-5748
nroberts@hometownLX.com

Brad King
Chief Operating Officer
317-353-4749
bking@hometownLX.com



Billing Address: Hometown Logistics LLC • PO Box 306 • Toledo, IL 62468 • Fax: 317-203-1146 • hometownlx.com

We value our carrier partners and want to make sure you have a great experience with Hometown. If at any time you aren't 100% satisfied with our service and communication, please email our CEO directly at partnersupport@hometownLX.com

**How to Get Paid by Hometown
Please Email All invoices to
carrierinvoices@hometownLX.com
Accounts Payable: 217-238-3179**

Hometown Logistics LLC values you as a customer and has partnered with TriumphPay in order to allow you the carrier, to manage payments from a single portal. Login to TriumphPay.com to take advantage of our 2% same day Quick Pay!

Carrier Payments are processed through TriumphPay.com



Please register online in order to receive payments:

- 1. Go to www.TriumphPay.com**
- 2. Register your company**
- 3. verify your account**
- 4. Add your payment information**
- 5. Control your money**

You're good to go!

When a new load is entered by Hometown Logistics LLC, you will receive an email from TriumphPay.com If you do not want to change the default payment method you previously select4ed, do nothing and a payment will be sent to you per your previous selection. If you want to change the payment method, log in, select the invoice in order to manage the payment for your load.

Please contact Hometown Logistics LLC if you have any questions regarding the management of your invoices or payment.

We value your business. Thank you!

Initial _____

CARRIER PAY PROFILE:

Do you use a Factoring Company: YES or No

If yes, please list the name of your factoring company:

Pay Terms Selection:

I want paid on standard 30 day terms

I would like Triumph Quick Pay for a charge of 2% of the invoice

How would you like paid: CHECK or ACH

If you chose ACH, please fill out the below and attach a **VOIDED Check.**

I (we) hereby authorize Triumph Pay hereinafter called COMPANY, to initiate credit or debit entries to my (our) () Checking () Savings account (select one) indicated below at the depository names below hereinafter called DEPOSITORY, to credit the same to such account.

DEPOSITORY (BANK)

NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

ROUTING NUMBER _____ ACCOUNT NO. _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME(S) _____

DATE _____ SIGNED: _____

NOTE: ALL WRITTEN CREDIT/DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

*****ATTACH VOIDED CHECK*****

Initial _____

Paperwork Requirements

The following documentation is required for setup.

- Please initial and sign carrier agreement where indicated
- CarrierPay Profile
- CurrentW9
- Copy of Carrier Authority
- Certificate of Insurance with Hometown Logistics added as a certificate holder:
Cert Holder Info:
Hometown Logistics LLC
PO BOX 306
Toledo, IL 62468

CARRIER QUESTIONNAIRE (Required)

Carrier Legal Name: _____

Number of Trucks: _____ Primary Trailer Type: _____

Address: _____

City, State, Zip: _____

USDOT#: _____ MC#: _____

Federal ID#: _____

Phone#: _____

Dispatch Name: _____

Dispatch Phone: _____

Dispatch Email Address: _____

After Hours/Emergency Contact #: _____

Billing Name: _____ Billing Phone: _____

Billing Email: _____

Initial _____

BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between Hometown Logistics LLC ("BROKER"), a Registered Property Broker, USDOT # 3085668, and _____, a Registered Motor Carrier, USDOT # _____ ("CARRIER"); collectively, the "Parties".

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities, shall transport the property, under its own operating authority and subject to the terms of this Agreement and makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- B. 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.
- C. 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 Section 1, H, CARRIER will be liable for consequential damages for violation of this provision.
- D. 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 Hazmat 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.
- E. 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.
- F. For shipments where the shipper has affixed a seal to the door, the CARRIER agrees to follow the procedures in Schedule A. For Shipments requesting the CARRIER (or its driver) to maintain a specific temperature, the CARRIER agrees to follow the procedures in Schedule B. For shipments involving trailer transportation ("Trailer Transport"), the CARRIER agrees to follow the procedures in Schedule C. Schedules A, B, and C are expressly incorporated into this Agreement by reference and are part of the Agreement.

Initial _____

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

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." CARRIER authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

J. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER'S customer because of CARRIER's use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Section 3, c, (vi) which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. BROKER agrees to pay CARRIER's invoice within 45 days of approval by BROKER that a complete legible bill of lading or proof of delivery through Email, fax, or mail, provided CARRIER is not in default under the terms of this Agreement. Failure to submit the necessary items through Email, fax, or mail and/or to BROKER may result in a delay in payment. BROKER's payment to Carrier comes from BROKER'S accounts receivable partner who may offer optional QuickPay to CARRIER through the their platform (See Section 3 C below) and subject to a fee. CARRIER shall not seek payment from Shipper, consignees, or third parties.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any

insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Section 1, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. INVOICES /PAPERWORK/ BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER. CARRIER shall provide signed proof of delivery within fifteen (15) days of delivery. In the event all paperwork required for a shipment has not been received by BROKER within thirty (30) days CARRIER will be charged paperwork fee of fifty dollars (\$50.00) and could be subject to nonpayment of freight charges.

C. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission;

(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 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER;

(iii) Special Damages: CARRIER's indemnification liability (Section 1, H) for freight loss and damage claims under this Section shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Section 3, c, (ii) above;

(iv) Except as provided in Section 1, E, 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; and

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 90 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 90-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, under Section C, ii above shall not exceed \$100,000 unless CARRIER is notified by BROKER or otherwise agreed to in writing by the Parties.

Initial _____

D. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

E. **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.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. **MISCELLANEOUS:**

A. **INDEPENDENT CONTRACTOR:** The relationship of the Parties to each other shall at all times be that of independent contractors. 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. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. **NON-EXCLUSIVE:** 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:** 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. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. **DISPUTES:** In the event of a dispute, the Parties agree this Agreement will be governed by the laws of the United States and of the State of Indiana, without regard to the choice-of-law rules of that or any other jurisdiction. The Parties agree that any claim or dispute arising from or in connection with this Agreement, or with respect to any aspect of the relationship between the Parties, whether under federal, state, local, or foreign law, must be brought exclusively in the state or federal courts serving Marion County, Indiana. The Parties consent to the jurisdiction of these courts.

E. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither Party may disclose the terms of this Agreement to a third party without the written consent of the other Party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic 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) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

- F. 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.
- G. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Sections 2, B and 2, C). Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.
- H. NOTICES: All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt. 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. 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.
- I. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- J. 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.
- K. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- L. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- M. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.
- N. 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, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. 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.

Initial _____

(BROKER) (CARRIER)

Authorized Signature Authorized Signature

Printed Name Printed Name

Title Title

Company Address: Company Address:

Phone Fax Phone Fax

E-Mail E-Mail

Billing: Send All Invoices to:

Email: carrierinvoices@hometownLX.com

Phone: 217-238- 3179

Fax: 317-203-1146

Billing Address:

Hometown Logistics LLC

PO BOX 306

Toledo, IL 62468

Schedule A
Security Seal Procedure for Food Related Material

General Requirements

These procedures apply to all loads tendered to Carrier where a seal has been presented to the driver by the shipper or where the shipper has affixed a seal to the door(s) of the trailer or container. Only authorized personnel can remove the seal(s) upon arrival to the destination site unless required by in-transit inspections (DOT or other regulatory agencies, including but not limited to law enforcement) or special requirements known to Broker. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

A. Product Loading

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements and ensure any seals from the previous trip are removed.
2. All product whether doublestacked, palletized or slipsheeted shall be appropriately blocked and braced to eliminate potential damage.
3. Once loaded, the trailer or container doors (including side doors) shall be sealed with the Shipper's uniquely identified device ("seal") and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name, etc. by the person (shipper) applying the seals.
4. The use of key or combination locks in lieu of seals for transported materials does not constitute a sealed load. Although the locks provide a greater level of security, the key protocol required to maintain lock access integrity adds another level of risk to raw material and finished product shipments. All loads must have a seal(s) securing the vehicle during transport.

B. Product Transport

1. If the seal is broken in the event of an in-transit regulatory inspection (DOT, Ag Dept., law enforcement, etc.) or the driver believes the load has shifted and needs to be inspected and secured, the Carrier's driver must have additional seals with him and must reseal the door(s) after the inspection is completed and record the new seal numbers on the transport documents. Such procedures should be avoided, except in circumstances where that safe transport of the cargo is at issue. In such instances, Carrier must call Broker in advance of removing the seal (if possible without compromising safety) so that potential removal of the seal can be coordinated with the shipper or other party in interest. After affixing the seal, the driver must also record the date, time and circumstances surrounding the in-transit regulatory inspection on the transport documents.
2. Drivers shall not leave an open, unlocked or unsealed trailer or container unattended at any time.
3. Where a shipment is being relayed by two or more drivers, the subsequent driver(s) must visually verify the trailer or container seal integrity and that the transport documents accurately record the correct seal numbers and indicate such inspection on the shipping documents.

C. Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify seal integrity and ensure the seal numbers match those on the driver's transport documents. Only the receiving location's designated individual may remove the seals once verified to match the driver's transport documents, and neither Carrier, nor its driver or others, shall remove a seal, except for in the immediate presence of and at the instruction of a receiver.
2. In the absence of a receiving location employee for off-shift deliveries or otherwise unattended locations, the driver assumes responsibility for the load until final inspection and subsequent receipt at the location.

Schedule B
Temperature Procedure for Food Related Material

General Requirements

These procedures apply to all loads tendered to Carrier whereas there has been a written request presented to the Carrier or driver to maintain a consistent temperature within the trailer or container (reefer). The Carrier shall ensure temperature control and indicator devices are calibrated and in working condition at the specific temperature required for the product shipped. It is the responsibility of the Carrier to immediately notify Broker (a written notification must be sent after any communication via phone) when the temperature of the product may have been compromised. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

A. Product Loading

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements including cleanliness (free from any evidence of potential contamination) and free from structural defects.
2. The refrigerated trailer or container (Reefer) should be pre-cooled to the appropriate temperature before opening the trailer or container doors.
3. Trailer or container doors should only be opened when shipper is ready to load trailer or container.
4. Once loaded, the trailer or container doors (including side doors) shall be closed and sealed with the Shipper's uniquely identified device ("seal") and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name by the person (shipper) applying the seals (see seal procedures Addendum A).

B. Product Transport

1. If there is no electronic temperature warning system in place on the reefer unit, then the driver must keep a written log checking the temperature of the Reefer unit as often as possible but no less than three (3) times a day.
2. Unless otherwise stated in a rate confirmation or the bill of lading. Upon inspection, if the temperature of the Reefer unit varies from the original setting greater than two (2) degrees plus or minus, the driver must inspect the reefer unit to determine the problem. If temperature reefer unit continues to fail, then the carrier must do everything in its power to correct the problem immediately and notify Broker of the situation.

C. Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify the temperature of the reefer unit to ensure the temperature matches those on the instructions provided regarding temperature-control with respect to the cargo.
2. Driver will not open the trailer or container doors until the consignee has directed him to do so and is ready to offload the product.
3. If required and made available by the receiver, the driver must be present and witness any product temperature recording upon delivery and note the measurements on all copies of the delivering receipt.

Schedule C

Trailer Transport Procedure

1. General Requirements

These procedures apply to all shipments tendered to Carrier of the transport of semi-trailers ("Trailers") from a specific origin to a certain destination. Broker will inform Carrier of (i) place of origin and destination of all shipments; (ii) if applicable any special equipment requirements apply to the Trailers; (iii) the rate for each shipment; and (iv) the delivery date or number of days to deliver ("Delivery Date").

2. Late Fees

A "Late Fee" of \$30.00 per day per Trailer will be charged for each day after the Delivery Date the Trailer(s) are received.

3. Trailer Use.

If the shipment tender indicates that Trailers are "Third-Party Authorized," Carrier may use the Trailers for transportation of third-party freight otherwise the Trailer may not be used for transportation of third-party freight. If used for third-party freight by the Carrier, the Carrier shall release, indemnify and hold harmless Broker and shipper for and against all loss, damage, liability, cost or expenses suffered or incurred by Broker or shipper arising out of or connected with injuries to or death of person, loss or damage to property (including the Trailer) and cargo arising out of the use, operation, maintenance or possession by Carrier of the Trailer unless such loss is caused by the sole act or omission of Broker. In addition, if the event there is damage to the Trailer which, as determined by Broker's in its sole discretion, requires the Trailer to be out of service for repair, Carrier agrees to pay a loss of use charge equal to the Late Fee for each day the Trailer is unavailable after the Delivery Date.

4. Inspection.

Upon pick-up of any Trailer pursuant a shipment tender, Carrier shall perform a DOT pre-trip inspection and, if damage is noted, Carrier will execute a trailer receipt and inspection report noting all damages, or absence of damages, in the condition of or related to the safety of the Trailer, including but not limited to: tires, brakes, air system and sliding tandem hook pins etc. The receipt will reflect the time and date that possession of the Trailer is taken. Should Carrier's inspection reveal any safety related defects, Carrier must notify Broker before transporting the Trailer. Transportation of the Trailer(s) by Carrier shall be deemed to indicate the absence of any safety related defects and Carrier's acceptance of responsibility for the safe operation of the Trailer(s).

5. Loss and Damage.

Except for ordinary wear and tear of the Trailer(s) or damage noted pursuant Section 4, Carrier shall be responsible for any repairs required. Carrier is not to perform any maintenance or repairs on any Trailer(s) without first notifying Broker. Carrier hereby assumes all risk of loss, including theft or destruction, and the risk of damage to Trailer, from any and every cause whatsoever, whether or not such loss is covered by insurance. If the Trailer is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority or subjected to any tax lien or is stolen, abandoned or subjected to undue peril, Carrier will notify Broker within one (1) business day of such occurrence or condition. If the Trailer is damaged and in a condition which Broker believes may be reasonably repaired, Carrier shall repair the same to good working order or Broker will repair and charge the costs of repair to Carrier. If the Trailer is damaged and in a condition which Broker believes is beyond reasonable repair, or with respect to any other occurrence or condition set forth above, Carrier is responsible for the replacement value of the Trailer.

6. Additional 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 minimum limits set forth on the signature page of the Agreement and showing Broker as an additional insured or loss payee as appropriate for \$35,000 of Trailer Interchange insurance. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit Carrier's liability due to any exclusion or deductible in any insurance policy.

Initial _____