



## New Carrier Set-Up Packet

All documents **MUST** be completed and returned to  
[carrier\\_compliance@fr8solutions.net](mailto:carrier_compliance@fr8solutions.net) or faxed to (904) 432-3348

- ☐ Completed **New Carrier Profile**
- ☐ Completed **Broker-Carrier Agreement**
- ☐ Copy of Carrier Operating Authority (**MC# & DOT#**)
- ☐ Copy of Carrier's **W-9** or **W-8BEN**
- ☐ **Insurance Requirements**
  - o **Auto Liability** of \$1,000,000
  - o **All Risk Cargo** of \$100,000
  - o **Comprehensive General Liability** of \$2,000,000
  - o **Workers Compensation** of \$500,000 - when applicable
- ☐ Certificate of Insurance (**COI**) with **Certificate Holder listed as:**

FR8 Solutions Expedited, LLC  
11995 Palm Lake Drive  
Jacksonville, FL 32218-0925  
Office (904) 337-0389      Fax (904) 432-3348
- ☐ If Bonded, Copy of Bonded Certificate
- ☐ If Hazmat Certify, Copy of Current Certificate

\*\*\* **Missing Documentation May Delay Remittance** \*\*\*

**\*\*\* DO NOT SEND BACK TO WITH YOUR CARRIER PACKET \*\*\***



**Mailing Address:** 11995 Palm Lake Drive  
Jacksonville, FL 32218-0925

Brokerage Dispatch	opt. 2
Available Load/Check Call	opt. 2
Accounting	opt. 3

Available Loads, Dispatch	<a href="mailto:Dispatch@fr8solutions.net">Dispatch@fr8solutions.net</a>
POD Request	<a href="mailto:Pods@fr8solutions.net">pods@fr8solutions.net</a>
Invoice/Paperwork Submit to	<a href="mailto:invoices@fr8solutions.net">invoices@fr8solutions.net</a>
Carrier Set-Up, COI, etc.	<a href="mailto:carrier_compliance@fr8solutions.net">carrier_compliance@fr8solutions.net</a>

**Carrier Payment:** via **Triumph Business Capital** (866) 414-9600  
Triumph Carrier Payment Portal: <https://www.triumphpay.com>

## “One Time, Every Time...”





## FR8 Solutions Expedited, LLC

11995 Palm Lake Drive  
Jacksonville, FL 32218-0925  
Office (904) 337-0389 Fax (904) 432-3348

### New Carrier Profile

Welcome to FR8 Solutions Expedited, LLC.

Completion of this form including an authorized signature is necessary to enable us to set up an account for you.  
Please completed & returned to [carrier\\_compliance@fr8solutions.net](mailto:carrier_compliance@fr8solutions.net) or faxed to (904) 432-3348

MC: \_\_\_\_\_ DOT: \_\_\_\_\_ EIN: \_\_\_\_\_ SCAC: \_\_\_\_\_

Carrier Full Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Carrier's Company Website: \_\_\_\_\_

Main Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Does the Carrier specializes in Expedited Cargo: ☐ Yes ☐ No

Is the Carrier Hazmat Certified? ☐ No ☐ Yes, provide current certificate

Authority: 48 USA State ☐ Yes ☐ No Canada ☐ Yes ☐ No México ☐ Yes ☐ No

Programs: SmartWay Transport Partnership (USA) ☐ Yes ☐ No  
Fleet Smart (Canada) ☐ Yes ☐ No  
Transporte Limpio (México) ☐ Yes ☐ No

Equipment Carrier Specializes In Average Equipment Age

Flat Bed	
Tractor Trailer Vans	
Other:	
Other:	

#### Dispatch and Contact Information:

\*Email to send Available Loads & Quotes: \_\_\_\_\_

Dispatch Group Email: \_\_\_\_\_

\*After Hours Email: \_\_\_\_\_

\*After Hours Phone No.: \_\_\_\_\_

Emergency Contact & Phone No: \_\_\_\_\_

Other: \_\_\_\_\_

Internet Tracking Available: ☐ No ☐ Yes, program name: \_\_\_\_\_

Driver Dispatch method:

☐ Cell Phone ☐ GPS/Satellite, program: \_\_\_\_\_ Other: \_\_\_\_\_

## New Carrier Profile

### Billing & Accounting Information

**Carrier Full Name:** \_\_\_\_\_

In order to ensure prompt payment, the following documents **MUST** be submitted:

- ✦ Freight Invoice Must refer to load# include all charges and any advances listed separately
- ✦ Rate Confirmation (RC)
- ✦ **ALL** Bill Of Landing (BOL)/Proof Of Delivery (POD) with clear signature and date/time of delivery for the RC provided
- ✦ Copy any lumber receipts, scale tickets or any other required document specified on RC order

\*Documents submitted must refer to the rate confirmation pro# provide.

\*We offer 3% Quick Pay. Prompt remittance upon receiving ALL documents including set-up packet

\* Carrier Payment via Triumph Business Capital. Carrier Portal: <https://www.triumphpay.com/>

\* ALL remittance terms 30 days after paperwork received.

**\*\*Submit Invoice/paperwork:**      Email to      [invoices@fr8solutions.net](mailto:invoices@fr8solutions.net)  
    Mail to      FR8 Solutions Expedited, LLC  
                         11995 Palm Lake Drive  
                         Jacksonville, FL 32218-0925

Accounting Contact **Phone No.** \_\_\_\_\_

Fax No. \_\_\_\_\_

Accounting Email \_\_\_\_\_

Remittance to:

✦ **Attention to:**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

✦ **Factoring Company Name:** \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**\*\*\* Notification of Assignment (NOA) MUST be submitted \*\*\***

\*New Carrier Profile has been Completed by

**Carrier Rep Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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



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

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

**SERVICE DATE**

March 18, 2016

**LICENSE**

**MC-957819-B**

U.S. DOT No. 2859547  
FR8 SOLUTIONS EXPEDITED LLC  
JACKSONVILLE, FL

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

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

A handwritten signature in black ink, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

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



United States Department of Transportation  
Federal Motor Carrier Safety Administration

## Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

Bond Number: 10052146

Filer FMCSA Account Number: MC#957819

**COPY**

KNOW ALL MEN BY THESE PRESENTS, that we, Fr8 Solutions Expedited LLC  
(Name of Broker or Freight Forwarder)  
of 1 Imeson Park Blvd, Suite 101 Jacksonville Florida 32218  
(Street) (City) (State) (Zip)  
as PRINCIPAL (hereinafter called Principal), and Hudson Insurance Company  
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing

under the laws of the State of Delaware (hereinafter called Surety), are held and firmly bound unto the United States of  
(State)

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1st day of March, 2017, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.



IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 1st day of March, 2017.

**PRINCIPAL**

Fr8 Solutions Expedited LLC

COMPANY NAME

1 Imeson Park Blvd, Suite 101

STREET ADDRESS

Florida

STATE

32218

ZIP CODE

Jacksonville

CITY

904-337-0389

TELEPHONE NUMBER

Halid Kajdic, Owner

(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

**SURETY**

Hudson Insurance Company

COMPANY NAME

1035 Greenwood Blvd, Suite 265

STREET ADDRESS

Florida

STATE

Heathrow

CITY

32746

ZIP CODE

215-766-1990

TELEPHONE NUMBER

John D. Weisbrot, Attorney-in-Fact

(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

**COPY**

(affix Surety seal)



April 16, 2020

ALLEN KAJDIC  
FR EIGHT (FR8) SOLUTIONS EXPEDITED LLC  
11995 PALM LAKE DRIVE  
JACKSONVILLE, FL 32218

#### CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **FEGD** has been renewed for:

FR EIGHT (FR8) SOLUTIONS EXPEDITED LLC  
11995 PALM LAKE DRIVE  
JACKSONVILLE, FL 32218  
MC-957819  
US DOT-2859547

This Alpha Code will apply only to the company name shown above through June 30, 2021. Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at [customerservice@nmfta.org](mailto:customerservice@nmfta.org).

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

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

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

If you would also like to participate in the Automated Export System (AES) program, please email AMSSCAC@cbp.dhs.gov and [askaes@census.gov](mailto:askaes@census.gov) a request to enable your SCAC for AES.

All SCACs are automatically uploaded to ACE within 24 hours.

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FR8 SOLUTIONS EXPEDITED

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **C**  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting

code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1 IMESON PARK BLVD BLDG 100

Requester's name and address (optional)

6 City, state, and ZIP code

JACKSONVILLE, FL 32218

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 1 - 1 5 3 7 0 0 5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*[Signature]*

Date ▶ 03/22/2016

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2020

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

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

<b>PRODUCER</b> Triumph Insurance Group, Inc. db in CA as Triumph Risk and Insurance Solutions 12700 Park Central Dr, ste1700 Dallas TX 75251	<b>CONTACT NAME:</b> Triumph Insurance Group <b>PHONE (A/C, No, Ext):</b> (800)411-7542 <b>E-MAIL ADDRESS:</b> certs@triumphinsurance.com <b>FAX (A/C, No):</b> (214)217-4541														
<b>INSURED</b> Fr8 Solutions Expedited LLC 1 Imeson Park Blvd Bldg 100 Jacksonville FL 32218	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Travelers Companies Inc</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Companies Inc		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER: 2019-2020****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MB193842-546 Freight Broker GL	10/19/2019	10/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MB193842-546 Freight Broker AL	10/19/2019	10/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			MB193842-546 Freight Broker AL & GL	10/19/2019	10/19/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Motor Truck Cargo</b>			MB193842-546 Freight Broker MTC	10/19/2019	10/19/2020	Single Conveyance/\$100,000 Deduct/5,000

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

Freight Broker

**CERTIFICATE HOLDER****CANCELLATION**

Master Certificate  
For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Trent/RC1

© 1988-2014 ACORD CORPORATION. All rights reserved.



## MASTER TRANSPORTATION AGREEMENT

This Agreement made as of the day of \_\_\_\_\_, 20\_\_\_\_\_, between FR8 Solutions Expedited, LLC (“Broker”) and \_\_\_\_\_, a corporation organized and existing under the laws of the State/Province and Country of \_\_\_\_\_ (“Carrier”).

### Recitals

1. Carrier desires to provide cargo transportation services related to Broker’s transportation business, as more particularly set forth on Exhibit A to this Agreement (herein “Services”).
2. Broker desires to utilize the services of Carrier on a non-exclusive, ad-hoc basis to perform the Services, all in accordance with the terms and subject to the conditions of this Agreement.

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is acknowledged, Carrier and Broker agrees as follows:

### Section 1. Transportation Services

- A. Broker in its sole discretion will direct cargo to Carrier from time to time for transportation by Carrier. Any Bill of Lading utilized shall be considered a pick-up and delivery receipt only and, except for destination/consignee information, all terms or other conditions of freight carriage and matters related thereto shall be as set forth in this Agreement. Carrier shall not be required to furnish any specific number of vehicles or to haul any specific amount of cargo. Nothing in this Agreement shall preclude Broker from using the services of other Carriers. Carrier’s service shall be provided at its own expense and under its entire control as an independent contractor to Broker. Broker does not control, or have the right to control the means, methods, day-to-day operations, or any issues regarding the specifics of driver conduct. Carrier will transport Broker tendered shipments without delay and immediately notify Broker of any likelihood of delay or of any incident or circumstance that will prevent or delay pick up or delivery to the customer.
- B. Carrier shall provide serviceable equipment and trailers maintained in broom-clean, good and legal operating condition. Carrier shall at all times be responsible for and pay all costs and expenses necessary or incidental the maintenance and operation of the equipment and vehicles, including the cost of fuel, supplies, licenses, permits and tolls. Carrier shall have exclusive control and direction of the equipment and vehicles used in the performance of Services pursuant to this Agreement. When transporting Broker customers’ cargo, Carrier shall devote its vehicle to the exclusive use of Broker and the cargo directed to Carrier by Broker. Broker will not ask or require Carrier to violate any laws to meet time guidelines and the Carrier warrants that it will not violate any laws to meet said time guidelines. Carrier has the right to stop a load or refuse transit of any shipment tendered by Broker if the transportation of such shipment involves a violation of the law, safety rules, regulations or procedures.
- C. Carrier, at its sole cost and expense, shall procure and maintain all licenses and permits required by local, state or U.S. federal authorities, as well as Canadian authorities, as applicable, for the performance of Services and shall file and maintain appropriate tariffs required by any applicable jurisdiction. Carrier shall comply with all applicable state, local and federal laws, ordinances, codes, rules and regulations in performing the Services, including without limitation those of the US Department of Transportation, the US Federal Highway Administration and any applicable Canadian and Mexican laws, ordinances, codes, rules and regulations
- D. Carrier’s drivers shall be properly licensed and qualified for the operation of Carrier’s vehicles and the performance of the Services.
- E. Carrier agrees not to “double broker” any load tendered to Carrier, and Carrier shall cause all freight accepted by Carrier to be delivered by Carrier unless (i) prior written approval of Broker is secured or (ii) Carrier is a duly licensed property broker and enters into a separate broker-broker agreement with Broker.

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- F. Carrier will maintain a Satisfactory Safety Rating, or Canadian or equivalent, if any, at all times while performing services for Broker under this Agreement to the extent Carrier has been assigned a rating. Carrier will notify Broker immediately if it becomes aware that its Safety Rating has been assigned as or downgraded to Conditional or Unsatisfactory, and Carrier will not accept for transport any shipments from Broker if its Safety Rating is Unsatisfactory. Carrier shall indemnify and defend Broker, any shipper, and any third party from and against any cost, expense, fine, penalty, damage or claim for Carrier's failure to abide by the terms of this item (f). Carrier shall maintain a safety program for its drivers which can be reviewed by an independent organization at Broker's request. Broker shall also be advised of any certifications Carrier may have with ATA, TCA or other industry organizations. Carrier has the responsibility to maintain a file on all accidents/incidents that Broker can audit on a periodic basis in order to determine whether to continue to utilize Carrier.
- G. Carrier hereby acknowledges that any van fleet and van drivers utilized by Carrier meet the following criteria (i) all drivers have a Commercial Drivers License (CDL); (ii) Carrier has a current, written, and enforceable safety policy applicable to such van fleet and van drivers; and (iii) Carrier maintains an intrastate or interstate operating authority as applicable to the transportation services provided.
- H. Carrier hereby acknowledges that it possesses full and complete understanding and knowledge of the DOT's CSA 2010 program (including, but not necessarily limited to, driver violations and ranking criteria). Carrier, and any drivers of Carrier, shall at all times meet CSA 2010 safety standards sufficient to enable Carrier to (a) operate without DOT intervention or restriction; (b) obtain and maintain the insurance coverage required by this Agreement; and (c) be and remain competitive with similarly situated carriers with regard to quality of driver safety as measured under CSA 2010. Carrier further agrees to (i) immediately notify Broker in writing of receiving notification that Carrier has been deemed "unfit" or "marginal" in any area of their safety and compliance performance measured by the CSA 2010 program; and (ii) to reject and not otherwise accept the transport of any freight offered by Broker during such time as Carrier is deemed "unfit" or "marginal" in any area of its safety and compliance performance measured by the CSA 2010 program.
- I. Carrier shall only provide services under this Agreement by using competent professional drivers who meet the minimum driver qualification standards of the DOT, including, but not limited to, familiarity and compliance with state and federal motor carrier safety regulations. Carrier shall not provide services under this Agreement when utilizing any driver found to be unsafe, unqualified, unfit, uninsurable, or marginal, pursuant to federal or state law or the criteria established by the DOT as part of the CSA 2010 program.
- J. Carrier will use contractually leased owner operators or Carrier-own equipment that operate under Carrier's authority and insurance only. Carrier understands that it may not "broker" shipments to any other entities. In furtherance of its contractual commitment, Carrier hereby agrees to waive all transportation related charges associated with any shipment which fail to be handled by Carrier in said manner.
- K. Co-loading or mixing of freight is prohibited. All trucks utilized must be "exclusive use" only. Carrier agrees that at no time during the transportation of a FR8 Solutions Expedited shipment shall it co-load other shipments with the individual FR8 Solutions Expedited shipment freight. In furtherance of its contractual commitment, Carrier hereby agrees to waive all transportation related charges associated with any shipment not handled by carrier on dedicated exclusive-use vehicles.
- L. If, after Carrier has taken possession of a shipment, Carrier is, for any reason within Carrier's control, unable to complete the agreed services, or if Carrier is unreasonably delayed in completing the delivery, FR8 Solutions Expedited may arrange for completion of the delivery, utilizing the same mode as originally utilized, at the Carrier's expense. Any expense incurred by FR8 Solutions Expedited as a result of the Carrier's inability as described herein may be deducted from amount due Carrier under this agreement or by direct payment, at FR8 Solutions Expedited option.

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## **Section 2. Compensation**

- A. Broker will pay the Carrier for its performance of the Services in accordance with the rates set forth in each applicable Carrier shall only provide services under this Agreement by using competent professional drivers who meet the minimum driver qualification standards of the DOT, including, but not limited to, familiarity and compliance with state and federal motor carrier safety regulations. Carrier shall not provide services under this Agreement when utilizing any driver found to be unsafe, unqualified, unfit, uninsurable, or marginal, pursuant to federal or state law or the criteria established by the DOT as part of the CSA 2010 program.

## **Section 3. Term and Termination**

- A. The term of this Agreement shall commence on the latter of dates of signature hereon, and continue thereafter until terminated by either party at any time without liability upon thirty (30) days' prior written notice to the other party. Such termination shall not release either party from any liability or obligation existing or accrued at or prior to the date of such termination.

## **Section 4. Carrier's Indemnification**

- A. Carrier shall indemnify, defend and hold harmless Broker, its officers, directors and employees from and against any and all claims, actions, losses, damages, expenses, judgments and costs (including reasonable attorneys' fees and costs) resulting from or arising out of Carrier's performance of the Services including any loss of, damage to or destruction of cargo, property and vehicles, or from the death or injury to any person, unless arising from Broker's grossly negligent or wrongful act(s). The obligations of Carrier under this Section shall survive termination or expiration of this Agreement.
- B. The Carrier shall pay any and all taxes, together with penalties, fines or interest thereon, imposed or levied by any federal, state or local taxing authority having jurisdiction over the operation, use, maintenance or ownership of the vehicles and the Carrier shall indemnify and hold harmless Broker from any and all taxes and contributions the payment of which is the responsibility of the Carrier.
- C. CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

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## Section 5. Insurance

- A. During the term of this Agreement and any other time when the Carrier performs Services for Broker, the Carrier shall maintain a policy or policies of insurance with a minimum of coverage as follows (Carrier acknowledges that the minimum amounts of coverage stated may not adequately or fully protect Carrier in the event of a claim and that Carrier remains liable for full claim amounts that may be in excess of the stated minimum amounts of coverage):
  - I. Cargo liability insurance with minimum limits of \$100,000 per occurrence;
  - II. Automobile liability insurance covering its owned, hired and non-owned automobiles with minimum limits of \$1,000,000 combined single limit (CSL) per occurrence. If transportation services are provided hauling hazardous commodities which fall under 49 C.F.R. 1043.2(b)(2)(b), insurance must be maintained with minimum limits as designated mandatory by the D.O.T. (Hazardous Materials Certificate of Registration must also be attached as Exhibit E);
  - III. Comprehensive General Liability Coverage, including bodily injury and property damage, contractual liability and personal injury liability coverage in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence;
  - IV. Worker's Compensation insurance in such amounts as required by applicable statutes and Employer's Liability insurance with minimum limits of \$100,000 per occurrence.
- B. Such policies shall be insured by an underwriter carrying a minimum A.M. Best's rating of B+, VII, and shall provide that the policies may not be cancelled or be materially changed without 30 days' prior written notice to Broker. Carrier shall provide certificates of Insurance evidencing the above coverage upon execution of this agreement, at each policy renewal, and at such other times as Broker may request.
- C. Carrier represents and warrants that there are no exclusions in the insurance policy that would preclude coverage for the types of freight that it will accept from Broker for transport.

## Section 6. Claims and Liability Standards

- A. Carrier shall assume all risk of loss and liability in the transportation of any goods for Broker from the time of Carrier's receipt of such goods from Broker or Broker's customer until proper delivery of the same has been made. All claims will be filed and resolved in accordance with the provisions of 49 CFR Part 370, including Ex Parte No. 263. All liability standards and burdens of proof will be governed by the common law applicable to common carriers and by the provisions of 49 U.S.C. 14706 (the Carmack Amendment).
- B. Carrier will be liable for the lesser of repair or replacement cost of the damaged cargo. Any such loss shall be calculated on the destination market value, and not on the "depreciated value" of the goods lost or damaged. No other measures of valuation may be used.
- C. If it is not possible to determine the actual value of the cargo which was lost or damaged, the value of such cargo will be stipulated between the parties as ten (\$10.00) dollars per pound, per damaged item.
- D. Except as set forth in Section 6(e) below, Carrier shall not be liable under this Agreement for any consequential damages arising out of the Carrier's failure to deliver cargo/shipments in conformity with any agreed upon pickup and/or delivery time. Under no circumstances shall Broker be liable to Carrier or to any third party for any special, incidental or consequential damages of any nature whatsoever or howsoever caused, or claims for diminished value, even if it was known or suspected that such damages might, could or would be incurred, that arise from Carrier's performance or non-performance under this Agreement.
- E. Except as set forth in Section 6(f), Carrier agrees that upon acceptance of each shipment from Broker that Carrier shall provide Broker with a guaranteed delivery time (the "Time Guarantee") for each such shipment at the consignee or other final destination, all of which will be particularly written on the applicable Rate Confirmation Sheet(s). Should Carrier fail to deliver each such shipment within:
  - I. Two hours of the Time Guarantee, then Carrier shall waive twenty-five percent (25%) of the delivery charges owed by Broker to Carrier for services rendered for such shipment;

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- II. Four hours of the Time Guarantee, then Carrier shall waive fifty percent (50%) of the delivery charges owed by Broker to Carrier for services rendered for such shipment.
- F. Carrier shall be excused from its obligations set forth in Section 6(e) for failure in performance resulting from acts or events beyond the reasonable control Carrier. Under this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, court order, riot, hostilities between nations, civil disturbance, flood, war, strikes, walkouts, fires, other catastrophes, or other "Force Majeure" events beyond the parties' reasonable control; provided, however, that the parties shall make all reasonable efforts to meet their obligations during the duration of the Force Majeure condition; and the party declaring Force Majeure shall immediately notify the other party on the date when the Force Majeure condition begins, the nature of the Force Majeure condition and when such condition is terminated. However, during any such suspension, Broker shall have the right to have a third party perform Services in substitution for Carrier.
- G. Carrier shall not withhold delivery of any freight due to any dispute with Broker regarding cargo claims, freight charges or otherwise. Carrier waives and releases all liens which it might otherwise have to any freight in its possession.
- H. Carrier agrees that Broker has the exclusive right to handle all billing of freight charges to the customer for transportation services provided herein, and, as such, Carrier agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee, the freight, or the customer.

#### **Section 7. Independent Contractor Relationship**

- A. The parties intend that an independent contractor relationship will be created by this Agreement, and there is no labor relationship between the parties and/or between the parties and the employees or representatives of the other party. Broker is interested only in the results of Carrier's work and shall not exercise any control over the conduct or supervision of the work or the means of Carrier's performance. Each Broker and Carrier shall have full responsibility for the payment of all applicable state and local taxes and contributions, including penalties and interest, imposed pursuant to unemployment insurance, social security, income tax, workers' compensation or any other similar statute for their respective operations.

#### **Section 8. Miscellaneous**

- A. No consent or waiver, express or implied, by either party to or of any breach of default by the other party in the performance of any of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.
- B. In the event of any conflict between any term or provision of this Agreement and any term or provision in any Exhibit, the term or provision of this Agreement shall govern to the extent of the conflict. Without limiting the generality of the foregoing, the terms and conditions of this Agreement shall prevail in all respects to any term or condition contained in the Bill of Lading and any such Bill of Lading shall be effective only for a pick-up and delivery receipt.
- C. All Exhibits described in this Agreement shall be deemed to be incorporated and made a part of this Agreement.
- D. This Agreement shall not be assigned, delegated or transferred in whole or in part by either party, nor shall either party assign any monies due or to become due to it pursuant to this Agreement without the prior written consent of the other party.
- E. This Agreement is entered into in Florida, U.S.A., and shall be governed by and construed according to the laws of Florida. The parties submit to the exclusive jurisdiction of the appropriate court within the State of Florida for the adjudication of any dispute which may arise hereunder.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

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- G. Section headings contained in this Agreement are for each of reference only and shall not affect the interpretation or meaning of this Agreement.
- H. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, administrators, successors, assigns and legal representatives.
- I. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- J. All notices requests, consents, approvals and other communications required in this Agreement shall be in writing and shall be deemed to have duly given if hand-delivered, sent by FedEx priority service or sent by U.S. certified or registered mail, return receipt requested, to the following addresses:

**If to Broker:**

FR8 Solutions Expedited, LLC  
11995 Palm Lake Drive  
Jacksonville, FL 32218-0925

**If to Carrier:**

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- K. This Agreement, together with any Exhibits, constitutes the entire Agreement between the Carrier and Broker and supersedes all prior written or oral agreements, understanding, representations, negotiations and correspondence between them. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or usage of trade and may only be supplemented, amended or modified by a written instrument duly executed by officers or both parties.

**Section 9. Disclosure of Information**

- A. Carrier acknowledges that certain of Broker's valuable, confidential and proprietary information may come into Carrier's possession. Accordingly, Carrier agrees that all such information furnished to Carrier by Broker shall remain the exclusive property of Broker, and agrees to hold all information it obtains from or about Broker in strictest confidence, not to use such information other than for the performance of the Services, and to cause any of its employees or subcontractors to whom such information is transmitted to be bound to the same obligation of confidentiality to which Carrier is bound. Carrier shall not communicate Broker's information in any form to any third party without Broker's prior written consent. In the event of any violation of this provision, Broker shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which Broker may be entitled.

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## Section 10. Competition

- A. Carrier agrees that it will not directly or indirectly contact, communicate with or deal with any account referred to it by Broker for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of Broker's accounts. In the event that Carrier breaches this provision, Carrier shall be liable to Broker for a commission in the amount of twenty percent (20%) of the gross revenue per load on any freight so transported by Carrier for any of Broker's accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force for a period of one (1) year after the termination of this Agreement by either party. The provisions of this item are applicable to Carrier, its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries and affiliates.

## Section 11. California Air Resource Board (CARB)

- A. To the extent that any shipments subject to this Agreement are transported within the State of California, Carrier warrants that
1. All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
  2. All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Resource Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.
  3. Carrier shall be liable to Broker for any penalties, or any other liability, imposed on, or assumed by Broker due to penalties imposed on Brokers customer because of Carriers' use of non-compliant equipment.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first above written.

FR8 Solutions Expedited, LLC.

By: \_\_\_\_\_

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

("Broker")

\_\_\_\_\_

By: \_\_\_\_\_

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

("Carrier")

Initial: \_\_\_\_\_



**Master Transportation Agreement between  
FR8 Solutions Expedited, LLC ("Broker") and  
\_\_\_\_\_ ("Carrier")**

1. Broker will contact the Carrier with pickup location, mileage, billing particulars and response time needed for each particular dispatch, as evidenced by a completed Broker Rate Confirmation Sheet. The Carrier will acknowledge availability of the equipment and approve the response time needed within fifteen (15) minutes of initial contact.
2. Carrier's driver will call Broker with load information, this will include arrival time and departure time from pickup location, pieces and weight of shipment(s) and any and all part numbers if required, all as contained in a completed Broker Rate Confirmation Sheet. The Carrier will also furnish Broker with unit numbers.
3. Carrier will utilize only those trucks which provide continuous, real time communication.
4. Carrier's driver will report to Broker with the delivery information including time arrived, time unloaded and the receiving person's name who signed for the shipment, along with any notations of loss or damage.
5. Carrier will bill Broker for the run, this billing will include (i) the applicable pro number/Broker Rate Confirmation Sheet assigned by Broker, (ii) complete original or copy of the bills of lading, proof of delivery, and (iv) any other shipper's documents. No billing will be accepted after ninety (90) days from the date of shipment.
6. Operating procedures will include, but are not limited to, notification of any and all en route delays and/or problems, delays in loading or unloading and damage to the freight.
7. Carrier's driver will provide updates to Broker when (i) upon arrival at Shipper's location; (ii) when loaded with cargo yet prior to departing shipper's location; (iii) while en route, at least every four (4) hours; (iv) upon arrival at consignee's location; and, (v) with proof of freight delivery. Carrier driver must immediately advise Broker of any incidents or accidents which result in damage to property or personal injury that occurs while performing services related to any shipment tendered by Broker. Carrier shall be responsible for ensuring that their drivers are aware of the capacities, capabilities and limitations of the vehicles and equipment they are operating.

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