



Dear Carrier,

The Following Documents are necessary to complete our records for your company and to integrate you into our system.

- Completed Contract Agreement.
- Copy of your Contract Carrier Authority
- Liability Insurance Certificate and Commercial General Liability Certificate in the amount of \$1,000,000.00 issued by an acceptable insurance company, listing eShipping, LLC. as a Certificate Holder and containing a 30 day cancellation notification stipulation.
- Cargo Insurance Certificate, with a minimum coverage amount of \$100,000.00 issued by an acceptable insurance company, listed eShipping as a certificate Holder and containing a 30 day cancellation notification stipulation.
- A worker's Compensation Insurance Certificate listed eShipping, LLC as a Certificate Holder.
- Federal ID Number and W-9 Form.

In order for us to process your invoices for payment, we must have the following on each shipment you move for us.

- A signed copy of our Rate Confirmation sheet.
- The signed original copy of the shipment Bill of Lading.
- Send invoices to: tbeaumont@fleet68.com

Thank you for your assistance in providing the needed information.

Sincerely,

Your friends at Fleet 68

CARRIER PROFILE

MC # _____

Company Name: _____

Company Address: _____

Remit Address: _____

Company E-mail: _____

Company Phone: _____

Fax: _____

Contact Name: _____

Pricing Contact: _____

After Hours #: _____

Email: _____

Cargo Insurance amount: \$ _____

Please list Commodities Excluded from your Cargo Policy Here:

Ability to Haul: TL (truckload) LTL (less than truckload) Both

Equipment: (How many of each)

Dry Vans _____

Reefers _____

Dumps _____

Number of Tractors: _____

Flat Bed _____

Step Deck _____

RGN _____

Other: _____

Special Items:

Teams _____

HAZMAT _____

Mexico _____

Canada _____

Desired Lanes: This is used by our Carrier Support team to target for your freight needs!

Frequent Lanes:

Backhaul Lanes:



**MASTER TRANSPORTATION AGREEMENT
(Broker-Carrier)**

THIS AGREEMENT, "Agreement", made and intended to be effective this _____ day of _____, 20__, by and between Fleet 68, LLC and its affiliates and subsidiaries, having corporate offices at Mount Airy, MD TRANSPORTATION MANAGER), and _____ having offices at _____ (CARRIER), collectively, the "PARTIES".

RECITALS

- A. WHEREAS** TRANSPORTATION MANAGER is licensed as a freight broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket MC1648815 and as a licensed broker arranges for freight transportation; and
- B. WHEREAS** CARRIER is a licensed motor carrier pursuant to MC _____;
- C. WHEREAS**, CARRIER desires to provide transportation services on behalf of TRANSPORTATION MANAGER's customers;

NOW THEREFORE, intending to be legally bound, TRANSPORTATION MANAGER and CARRIER agree as follows:

AGREEMENT

- 1. TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 60 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.
- 2. TRANSPORTATION MANAGER EFFORTS.** TRANSPORTATION MANAGER agrees to solicit, obtain and arrange for transportation of TRANSPORTATION MANAGER's customer's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. TRANSPORTATION MANAGER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of freight. CARRIER will not provide exclusive motor carrier services to TRANSPORTATION MANAGER or TRANSPORTATION MANAGER'S customers.
- 3. SHIPPING DOCUMENTS.** Shipping documents include scale tickets, delivery receipts, and/or bills of lading. CARRIER shall insure that the applicable Bill of Lading contains the name and address of the shipper, the destination address, and consignee name. CARRIER is responsible for confirming the count and condition of the freight accepted by CARRIER's driver and noting discrepancies on the Bill of Lading. CARRIER is also responsible for providing a clean trailer for shipments transported under this Agreement. CARRIER acknowledges that TRANSPORTATION MANAGER should not be listed as carrier on the bill of lading and that even if TRANSPORTATION MANAGER is listed on the Bill of Lading as the carrier for the convenience of the shipper, CARRIER at all times is the actual carrier of goods and TRANSPORTATION MANAGER'S role is limited to arranging for transportation.
- 4. DISPATCH.** CARRIER shall transport a series of shipments as TRANSPORTATION MANAGER may require in strict accordance with the delivery terms of the load confirmation (whether oral or in writing). The "reasonable dispatch" standard does not apply to this Agreement. . CARRIER is responsible for providing a clean, dry, odor free, and leak proof



trailer for shipments transported under this Agreement. CARRIER is prohibited from supplying equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether these substances are defined in 40 C.F.R. § 261.1 et seq. For hazardous materials shipments, Carrier will comply with all applicable federal, state, and local laws and regulations, including, but not limited to, 49 C.F.R. § 172.800, § 173, and § 397 et seq. CARRIER must give priority to compliance with all laws and regulations and must not interpret any request or communication from any employee or agent of TRANSPORTATION MANAGER, shipper, consignor, or TRANSPORTATION MANAGER'S customer(s) to authorize, directly or by implication, CARRIER to deviate from any law or regulation applicable to CARRIER's operations as a motor carrier. Any directions or instructions given by TRANSPORTATION MANAGER to CARRIER for the transportation of the freight shall be for information and convenience only, and CARRIER retains full control of the transportation of freight assigned to it under this Agreement.

5. RATES. Rates shall be as set forth on Load Confirmation(s) to be issued and which supplement and amend this Agreement, by pricing agreed to by TRANSPORTATION MANAGER and CARRIER, or as otherwise agreed to by TRANSPORTATION MANAGER and CARRIER. . CARRIER shall not bill for, and TRANSPORTATION MANAGER will have no obligation to pay, any accessorial or other charge not approved in this Agreement or in any Load Confirmation(s). Rates may be amended orally but must be confirmed in writing within five (5) working days of the modification in order to remain binding between the PARTIES. TRANSPORTATION MANAGER shall make payment to CARRIER within thirty (30) days of receipt of the shipping documents from CARRIER. TRANSPORTATION MANAGER has no obligation to pay carrier prior to receipt of shipping documents specified in this Agreement or when shipping documents specified in this Agreement are not provided by CARRIER to TRANSPORTATION MANAGER within thirty-five (35) days after the shipment date. TRANSPORTATION MANAGER is permitted to offset against charges owed to CARRIER for freight claims or any other obligation of CARRIER to TRANSPORTATION MANAGER, whether or not such offsets are owed in connection with the shipment in regard to which the loss was incurred. In the event it is finally adjudicated by a court of competent jurisdiction that any cargo loss or other liability on which an offset is based was not owed by CARRIER, TRANSPORTATION MANAGER'S liability shall be limited to the amount offset in connection with the claim, and TRANSPORTATION MANAGER shall not be liable for interest on said sum or other damages, including, but not limited to, consequential, incidental, or punitive damages. CARRIER waives all carrier liens otherwise legally available to CARRIER and agrees not to hold or delay freight based on outstanding claims against TRANSPORTATION MANAGER or TRANSPORTATION MANAGER's customer(s)..

6. PAYMENT. CARRIER authorizes TRANSPORTATION MANAGER to invoice SHIPPER, receiver, consignor or consignee for freight charges on behalf of CARRIER for freight transported by CARRIER pursuant to this Agreement. In such case, payment of the freight charges to TRANSPORTATION MANAGER shall relieve SHIPPER, receiver, consignor or consignee of any liability to the carrier for non-payment of charges. In no event will CARRIER seek payment from the SHIPPER, consignee or TRANSPORTATION MANAGER's customer without TRANSPORTATION MANAGER's written consent. CARRIER waives any right under any federal, state, or local law to collect freight charges or other amounts from shipper, consignee, and TRANSPORTATION MANAGER'S customer(s). CARRIER agrees not to assert a lien on freight tendered by TRANSPORTATION MANAGER to CARRIER. CARRIER must submit each invoice to TRANSPORTATION MANAGER within sixty (60) days of delivery of the relevant shipment. TRANSPORTATION MANAGER will have no obligation to pay any invoice not submitted within this deadline.

If CARRIER wishes to have invoices paid to a factoring company, CARRIER must provide notification via certified letter to be received by TRANSPORTATION MANAGER before such payments may be redirected. CARRIER agrees to indemnify Transportation Manager from any liability for failure to pay any factoring company for any failure of CARRIER to adhere to this section. CARRIER and any affiliates of CARRIER (including factoring companies) may not report open invoices to credit bureaus or seek payment of open invoices from Transportation Manager's surety bond or trust fund until at least 90 days after invoices and proof of delivery are received by TRANSPORTATION MANAGER and 14 days after written notice of CARRIER'S intent to report such invoices or seek payment on such invoices is provided to TRANSPORTATION MANAGER. CARRIER may not report past due invoices to credit



bureaus if any payment disputes with TRANSPORTATION MANAGER arise out of an alleged breach by CARRIER of this Agreement or of any other legal duty of CARRIER. CARRIER waives any and all rights under 49 CFR Part 371 and any other applicable statute or regulation to review records maintained by TRANSPORTATION MANAGER.

7. **LOSS OR DAMAGE.** CARRIER shall agree that its liability for cargo loss or damage shall be that of a Motor Carrier as provided for in 49 USC § 14706 (the Carmack Amendment). CARRIER shall be liable for full actual loss of cargo, and any limitation on this liability contained in any tariff, contract, bill of lading, or other document shall be void and ineffective. Exclusions in CARRIER's insurance coverage shall not relieve CARRIER from any liability. The provisions contained in 49 CFR §370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage, except as is otherwise provided by this Agreement. However, 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 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. CARRIER waives the right to salvage for damaged freight and understands and agrees that the shipper may choose to destroy damaged goods rather than allowing them to reach the consumer market in damaged condition. In the event that damaged goods are returned to BROKER's customer and salvaged by Customer, CARRIER shall receive a credit for the actual salvage value of such goods. CARRIER also agrees to be liable for incidental and consequential damages for delay in delivery, including any stoppage in production caused by the delay. CARRIER's indemnification liability for freight loss and damage claims, when determined, 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 provisions of any other provision herein. Claims must be filed within one year of delivery or, if the freight was not delivered, when the freight reasonably should have been delivered. CARRIER must notify TRANSPORTATION MANAGER of any shortage or damage on a shipment immediately. Notwithstanding any other provision of this Agreement, if CARRIER fails to notify TRANSPORTATION MANAGER immediately, CARRIER will be strictly liable for such shortage or damage.

8. **INSURANCE.** Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability -	\$1,000,000
Auto Liability -	\$1,000,000
Cargo Liability -	\$ 100,000

Worker's Compensation – as required by law.

Cargo liability coverage must be All Risk Broad Form Motor Truck Cargo Legal Liability Coverage. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions of unattended or unattached trailers, unattended or unlocked vehicles, theft, or for any commodities transported under this Agreement, refrigeration breakdown or lack of refrigerator fuel. Furthermore, if the commodity being hauled is refrigerated, refrigeration breakdown coverage will be provided and the CARRIER will honor and abide by the servicing requirements set forth in the insurance policy or endorsement. Furthermore, if the commodity being hauled is on a flatbed or similar open conveyance, that there be no exclusion for wetness, rust, corrosion or moisture.

CARRIER shall provide certificates of insurance for each of these coverages, which certificates shall provide TRANSPORTATION MANAGER notice of the cancellation of the above-referenced policies and give TRANSPORTATION MANAGER and its customer status as Certificate Holder under CARRIER's general liability and auto liability policies. All policies obtained by CARRIER must be primary and non-contributory, must include a waiver of subrogation in favor of TRANSPORTATION MANAGER and its customer, and must be underwritten by an insurer with a rating of Not Rated or A- and better. CARRIER's liability shall not be limited by the amount of insurance required by this Agreement, and CARRIER remains fully liable for any loss for which it is otherwise liable by law. CARRIER has the right to reject any load whose value it believes exceeds its available insurance coverage. TRANSPORTATION MANAGER and shipper have no duty to inform CARRIER of the value of loads transported



by CARRIER pursuant to this Agreement. In the event CARRIER fails to maintain insurance as required by this Agreement, TRANSPORTATION MANAGER may terminate this Agreement immediately.

9. SAFETY RATING. CARRIER agrees that, at no time during the term of its contract with TRANSPORTATION MANAGER, shall it have an “Unsatisfactory” or “Conditional” safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If CARRIER receives an Unsatisfactory or Conditional safety rating, it shall immediately notify TRANSPORTATION MANAGER who, notwithstanding anything else in this Agreement, shall have the right to terminate this Agreement immediately. TRANSPORTATION MANAGER shall not knowingly utilize any carrier with an unsatisfactory or Conditional safety rating in the performance of this Agreement. CARRIER agrees to comply with all federal, state, and local statutes and regulations governing its operations as a motor carrier.

10. APPLICABILITY. CARRIER agrees that the terms and conditions of this Agreement shall apply on all shipments it handles for TRANSPORTATION MANAGER. Any terms in a tariff or shipping document which are inconsistent with this contract shall be subordinate to the terms of the contract. Any terms in any tariff, shipping document, or other document that purport to limit CARRIER’s liability for any cargo loss shall be ineffective. CARRIER enters into this Agreement pursuant to 49 U.S.C. § 14101(b) and expressly waives all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

11. DEFAULT. Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. The declaring of CARRIER’s driver disqualified, or if CARRIER’s driver should fail a random drug test, shall immediately terminate this Agreement as to that driver; provided, however, TRANSPORTATION MANAGER has the option of allowing CARRIER to substitute a driver in a timely manner to complete any trip then in progress. The following shall all be deemed instances of default: (a) there shall be filed by or against CARRIER, in any competent court, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the property of CARRIER; (b) CARRIER makes an assignment for the benefit of creditors or petitions for, or enters into, an agreement or arrangement with its creditors; (c) CARRIER fails to timely and properly perform its obligations of this Agreement. Upon the occurrence of an Event of Default, TRANSPORTATION MANAGER may, upon giving two (2) days’ prior written notice to CARRIER (without prejudice to any other remedy TRANSPORTATION MANAGER may have, and provided such default has not been cured), terminate this Agreement. In any legal proceeding arising from a breach of any provision of this Agreement, the prevailing party shall be entitled to recover its attorney’s fees and costs.

12. INDEMNIFICATION. Without regard to the insurance limits in Section 8, CARRIER shall defend, indemnify and hold Broker, shipper, consignee, and/or other customer of Broker harmless against any claims, actions or damages, including, but not limited to claims for or related to personal injury (including death) to any person including CARRIER employees, subcontractors, and contractors; cargo theft,

loss, damage, or delay; and payment of rates and/or accessorial charges to Carriers, arising out of CARRIER’s performance under this Agreement, including but not limited to the actions of any driver, employee, contractor, sub-carrier, owner/operator, or other agent of CARRIER or party performing any of CARRIER’s obligations under this Agreement, or CARRIER’s failure to obtain insurance as required by this Agreement. The obligation to defend shall include all costs of defense as they accrue, including reasonable attorney’s fees. Provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party, which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. CARRIER shall not be liable for indemnification for any claims, actions or damages due solely to the negligence, recklessness, or intentional conduct of the party seeking indemnification. The obligation to defend and indemnify shall include all costs of defense, including attorney’s fees, as they accrue.



13. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** CARRIER may not assign or transfer this Agreement, in whole or in part, without the prior written consent of TRANSPORTATION MANAGER. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

CARRIER specifically agrees that all freight tendered to it by TRANSPORTATION MANAGER shall be transported on equipment operated only under the authority of CARRIER and that CARRIER shall not in any manner sub-contract, broker, double broker, re-broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of TRANSPORTATION MANAGER. If CARRIER breaches this provision, TRANSPORTATION MANAGER has the right to pay freight charges directly to the delivering carrier, in lieu of payment to CARRIER. Upon payment of such charges to the delivering carrier, TRANSPORTATION MANAGER shall have no further obligation to pay freight charges to CARRIER. Additionally, if CARRIER breaches this provision, CARRIER remains liable as a motor carrier for loss, damage, or destruction of freight, pursuant to the terms of Section 7 of this Agreement, regardless of whether CARRIER is actually in possession of the freight when the loss or damage occurs. CARRIER WILL BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY TRANSPORTATION MANAGER AS A RESULT OF CARRIER'S BREACH OF THIS PARAGRAPH

14. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

15. **CARB COMPLIANCE.** If CARRIER operates in California, CARRIER warrants that it is in full compliance with all requirements of the California Air Resources Board ("CARB") for all equipment, including motor vehicles and Transport Refrigeration Units (TRU). CARRIER will supply any certificates issued by CARB for Equipment Registration (ARBER). CARRIER will defend and indemnify TRANSPORTATION MANAGER for all claims, costs, expenses, penalties, and damages, including for reasonable attorney's fees, incurred by TRANSPORTATION MANAGER as a result of CARRIER'S non-compliance with CARB regulations

16. **INDEPENDENT CONTRACTOR.** It is understood between TRANSPORTATION MANAGER and CARRIER, that neither is an agent for the other and each shall remain always independent of the other. TRANSPORTATION MANAGER does not exercise or retain any control or supervision over CARRIER, its operations or employees. CARRIER's employees are not authorized to represent themselves as agents of TRANSPORTATIONMANAGER.

17. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred, and no course of performance or course of dealing shall arise thereby.

18. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:



(TRANSPORTATIONMANAGER)

(CARRIER)

Fleet 68 LLC .
Attn: Fleet 68

Address: 2504 Back Acre Circle
Mount Airy, MD 21771

Phone: 301-788-5261

Attn: _____
Address: _____

Phone: _____

19. FORCE MAJEURE. Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CARRIER or TRANSPORTATION MANAGER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

20. CHOICE OF LAW AND VENUE. All questions concerning the construction, interpretation, validity, and enforceability of this Agreement, as well as the substantive rights and duties of the parties to this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any court with jurisdiction to include Mount Airy, MD in connection with any suit, action, or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of CARRIER or TRANSPORTATION MANAGER in respect to any such suit, action or proceeding will be heard or determined only in any such court. In any legal action brought to enforce any right or duty under this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.

21. CONFIDENTIALITY. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees..

22. BACK SOLICITATION. CARRIER shall not solicit traffic from any shipper, consignee, or customer of TRANSPORTATION MANAGER where (1) the availability of such traffic first became known to CARRIER as a result of TRANSPORTATION MANAGER's efforts; or (2) where the traffic was first tendered to CARRIER by TRANSPORTATION MANAGER. If the CARRIER breaches this provision of this AGREEMENT, TRANSPORTATION MANAGER shall be entitled to a commission of thirty-five (35) percent of the gross revenue from such traffic to CARRIER for a period of twenty-four (24) months. CARRIER also agrees that the breach of this provision entitles TRANSPORTATION MANAGER to be entitled to obtain an injunction against CARRIER in a court of competent jurisdiction, at TRANSPORTATION MANAGER's option.



23. ENTIRE AGREEMENT: This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The terms of this Agreement shall control over any inconsistent terms contained in any Rate Confirmation, Load Confirmation, bill of lading, tariff, pricing, circular, or other such documents.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

Ryan Beaumont

Signed

Carrier signature

Ryan Beaumont

Printed

Printed

Owner

Title

Title

Date