



TMX Logistics Dispatcher you're working with: _____

Carrier Information

COMPANY INFORMATION			
Company Name			
Street Address			
City/State/Zip			
DOT#	MC#	Smartway Certified?	

DISPATCHER INFORMATION		
Contact Name		
Email	Phone	

ACCOUNTING INFORMATION		
Contact Name		
Email	Phone	

Please return the following:

- Company profile/contact information
- Signed and initialed (each page) contract
- Insurance certificate with USL listed as holder (TMX, P.O. Box 14384, Cincinnati, OH 45250)
- Signed/completed W9
- Copy of your certificate of authority
- Copy of a voided check (for direct deposit only)

Send all required documents to: carrier@tmxlogistics.com or use our online portal at: <https://carriers.tmxlogistics.com/form.aspx>



Carrier Name: _____ MC # _____

Please check box to choose one option below:

QUICK PAY • 1 DAY

**5% deduction by
comcheck only**

(see instructions to the right)

Our 1 day pay term requires a 24 hour, business day processing time.

If your complete, legible PODs and invoice arrive before 2 pm EST, you can expect we will provide a comdata express code to you the next business day between 3-4 pm EST. Original paperwork may be required, please check your rate confirmation.

Email to **quickpay@tmxlogistics.com**.

QUICK PAY • 7 DAY

2% deduction

Mail check to: _____

Direct deposit: (You must provide a voided check)

Account #: _____ Routing #: _____

Send remittance email to: _____

Seven day pay is based on complete, legible PODs and invoices. Send your invoice and POD to **quickpay@tmxlogistics.com**. Original paperwork may be required, please check your rate confirmation.

STANDARD PAY

**Standard
pay term**

Mail check to: _____

Direct deposit: (You must provide a voided check)

Account #: _____ Routing #: _____

Send remittance email to: _____

Standard pay is based on complete, legible PODs and invoices. Send your invoice and POD to **docs@tmxlogistics.com**.

Authorization

I (we) hereby authorize TMX ("COMPANY") to electronically credit my (our) bank account listed above for payment of goods and/or services. The COMPANY is also authorized to electronically debit my (our) bank account listed above to correct erroneous credits.

Signature: _____ Date: _____

Name: _____

QUICKPAY INVOICE SUBMISSION

QUICKPAY@TMXLOGISTICS.COM
OR
FAX TO 866.424.8153

STANDARD INVOICE SUBMISSION

DOCS@TMXLOGISTICS.COM
OR
FAX TO 888.964.3131

REQUIRED DOCUMENTATION

- Invoice referencing the TMX Logistics PRO #
- Signed bill of lading and/or proof of delivery
- Signed TMX Logistics carrier confirmation
- Any addl. documents req'd per rate confirmation



P.O. Box 14384, Cincinnati, OH 45250



800-494-2718



www.tmxlogistics.com

Fifth Third Bank • 38 Fountain Square Plaza, Cincinnati, OH 45263 | Duns: 08-149-1563 | Fed ID: 81-4203637

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement (the "Agreement") is entered into this ____ day, of _____, _____, by and between TMX Logistics LLC, an Ohio limited liability company on behalf of itself and on behalf of the Broker Affiliates ("BROKER"), and, _____ [NAME], a(n) _____ [ENTITY TYPE/INDIVIDUAL] ("CARRIER"), under the following terms and conditions. For purposes of this Agreement, Broker and Carrier are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Broker is engaged in the business of operating as a Property Broker (as defined below), pursuant to Federal Motor Carrier Safety Administration ("FMCSA") Certificate No. MC-107906;

WHEREAS, Carrier is engaged in the business of operating as a Motor Carrier pursuant to FMCSA Certificate No. MC_____ and US DOT# _____; and

WHEREAS, Broker has customers in need of freight transportation services and Broker is willing to utilize the services of Carrier as a Motor Carrier, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for certain other good and valuable consideration, the receipt and sufficiency is acknowledged by the Parties, Broker and Carrier agree as follows:

- 1. DEFINITIONS: For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 1.1 "Broker Affiliates" shall mean any and all of Broker's parent companies, subsidiary companies, affiliates, contractors, representatives, agents, successors and assigns.
 - 1.2 "Customer" is any business entity or individual which is the owner of cargo, property or other items transported by Carrier under this Agreement and identified as such in any Bill of Lading or other shipping document associated with transportation services provided by Carrier hereunder.
 - 1.3 "Motor Carrier" shall have the meaning set forth in 49 USC Section 13102.
- 2. SCOPE OF SERVICES: Broker agrees to, from time to time, offer for shipment, and Carrier agrees to transport, such quantities of freight, cargo, commodities or other items as Broker may offer, subject to Carrier's availability of suitable equipment; provided, however, that Broker shall, under no circumstances, be obligated to tender any specific number of shipments to Carrier.
- 3. RATES: In exchange for providing freight transportation services, Broker agrees to pay Carrier for said services in accordance with the rates set forth in the particular rate confirmation sheet sent by Broker to Carrier

associated with each particular load, which will become part of this Agreement. The Parties shall use their best efforts to sign all rate confirmation sheets associated with the services to be provided by Carrier hereunder. However, upon Carrier picking up any load to be transported hereunder, Carrier shall automatically be deemed to have accepted the rate listed in the associated rate confirmation sheet regardless of whether Carrier shall have signed the same and Carrier shall be bound to transport the associated load for the rate listed thereon. 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. Said rates may only be amended, modified, or added to from time to time upon the mutual written agreement of the Parties which shall be effective as of the date such rate is mutually agreed to in writing and signed or acknowledged by both parties. Under no circumstances shall Broker be liable for detention, accessorial, or other additional charges of Carrier which are not contained in any particular rate confirmation sheet or otherwise mutually agreed to in writing by the Parties. Carrier specifically agrees that no released value classification or limitation of liability shall be applicable to any transportation services provided by Carrier pursuant to this Agreement.

4. **SHIPPING DOCUMENTS:** All freight offered to Carrier by Broker pursuant to this Agreement shall be picked up at origin by Carrier and transported, without delay, to the point of destination at the date and time specified by Broker or Customer. There shall be a bill of lading (the "Bill of Lading"), in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for each load transported by Carrier hereunder, and the Bill of Lading shall be signed by the Customer and consignee. Carrier shall be named as "carrier of record" on each Bill of Lading. Delivery shall be made by Carrier as specified in each Bill of Lading or other shipping document. Any terms of the Bill of Lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Carrier shall deliver a copy of a completed Bill of Lading, signed delivery receipt, and such other documentation as may be agreed to by the Parties within ten (10) days of the delivery date for each shipment. Notwithstanding the foregoing, failure to issue a Bill of Lading, or sign a Bill of Lading acknowledging receipt of the freight by Carrier, shall not affect the liability of Carrier.

5. **INVOICES; PAYMENTS; AND SET-OFF RIGHTS:**

5.1 **Invoices.** Consistent with Section 4 above, within ten (10) days of the delivery date for each shipment, Carrier agrees to submit to Broker a written invoice for the transportation services provided by it, and such invoice shall include a copy of the associated Bill of Lading, signed delivery receipt and other applicable shipping documents. Each freight invoice shall also contain the trip or pro number assigned to each shipment by Broker at the time it is offered. Carrier shall send all invoices and Bills of Lading and related documents to Broker at: TMX Logistics, LLC, P.O. Box 14384, Cincinnati, OH 45250, or by fax or other electronic means as stated in any particular rate confirmation sheet sent from Broker to Carrier.

5.2 **Payment.** Subject to Broker's rights of set-off under Section 5.3 below, the Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Carrier agrees to seek payment for freight charges from Broker only and Carrier shall be prohibited from contacting Customers, shippers or consignees regarding payment for freight charges. Broker agrees to pay Carrier in accordance with the agreed upon rates within thirty (30) days of receipt of the associated invoice.

5.3 **Set-Off Rights.** Notwithstanding anything to the contrary contained elsewhere in this Agreement, Broker shall have the right to set-off against the amounts payable to Carrier under this Agreement or against any other amounts owed by Broker to Carrier, any and all claims amounts (even if alleged claims amounts), freight claims amounts (even if alleged), damages, losses, costs, interest (statutory or common law), liabilities of any

kind, and/or expenses (including reasonable attorneys' fees) incurred or sustained by Broker, Broker's Affiliates and all Customers or consignees and which arise out of or are related to: (i) any breach of any representation or warranty of Carrier under this Agreement, (ii) any breach of this Agreement by Carrier, (iii) any indemnification obligations of Carrier under this Agreement, (iv) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors and assigns, (v) the failure by Carrier to deliver any freight transported hereunder in accordance with the delivery schedule provided by Broker or listed in any associated rate confirmation sheet, (vi) delays in shipment or losses to goods caused by Carrier's services hereunder, and (vi) freight claims or other claims which relate to freight transported hereunder. Without limiting the foregoing, Broker shall be entitled to exercise Broker's set-off rights outlined in this Section 5.3 and to withhold freight fees payable to Carrier for any and all loads of freight transported by Carrier hereunder to the extent that Broker is notified by a Customer that a freight claim is pending or to the extent that Broker has other reason to believe a freight claim will be filed for damages to cargo transported by Carrier, regardless of whether Broker has actually verified the validity or invalidity of any said claim. Broker's right of set-off shall be in addition to, and not in substitution of, any other right Broker shall have under this Agreement, or at law or in equity.

6. ACCEPTANCE OF LOADS: Once Carrier accepts a load offered by Broker, if Carrier then fails to pick up the load or otherwise fails to cover the load, Carrier agrees to reimburse Broker such amounts as are necessary to compensate Broker for its loss of revenue and/or the expense of covering the load by alternative means.

7. LIABILITY; CARGO LOSS; DELAY; AND/OR DAMAGE

7.1 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.

7.2 Carrier shall be liable to Broker and all Customers and consignees for the full actual destination market value of all loss, damage, destruction, delay, or theft of any goods transported by Carrier pursuant to this Agreement while such goods are in the care, custody, and control of Carrier as provided in 49 USC §14706, including, without limitation, the value of profits associated with any goods being shipped. This liability shall apply whether the goods are covered by the Carmack Amendment or whether such goods are considered an "exempt commodity" under the Carmack Amendment. Carrier expressly agrees to be treated as Motor Carrier for all liability purposes regardless of the type of commodity. Carrier shall promptly handle and resolve all claims which are submitted either by Broker or directly by any Customer or consignee for loss or damage to any cargo transported by Carrier. Notwithstanding the terms of 49 C.F.R. §370.9, Carrier has thirty (30) days from the date any claim is received to register said claim, and Carrier has an additional ninety (90) days to either pay, decline or make settlement offer in writing on all cargo loss or damage claims. Failure of Carrier to pay, decline or offer settlement within the period listed above shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement. Carrier further agrees to indemnify and hold harmless Broker for all losses, damages and expenses (including reasonable attorneys' fees) Broker may sustain or incur, including but not limited to claims for lost profits or plant shutdown fees, arising out of the loss, damage, destruction, delay or theft of any goods brokered/tendered to Carrier by Broker under this Agreement. The provision contained in Section 9 of this Agreement relating to the amount and type of insurance which Carrier is required to provide, shall in no way limit the obligations of Carrier set forth in this Section 7.2.

7.3 Broker shall have no liability for any loss or damage to any goods transported by Carrier on shipments tendered by Broker. Carrier shall be solely and exclusively responsible for loss or damage to, or delay in delivery of, goods and shipments transported by Carrier under this Agreement. Despite the fact that Broker is not liable for cargo loss, damage or delay claims, Broker shall have the right to pay such claim(s) to the Customer, or any consignee or other third party, in which case Carrier shall then be responsible to Broker for such claim(s), as though Broker (i) were the Customer or (ii) had received an assignment of such claim(s) from the Customer.

8. REPRESENTATIONS AND WARRANTIES OF CARRIER: Carrier makes the following representations and warranties:

8.1 At all times while this Agreement is in effect, Carrier is and shall be registered as a Motor Carrier with the FMCSA and is and shall be authorized to provide transportation of property with Customers and receivers and/or brokers of general commodities and any other freight items tendered by Broker under this Agreement. At all times while this Agreement is in effect, Carrier shall (i) maintain proper authority to provide the services contemplated herein, (ii) maintain a satisfactory U.S. DOT safety rating, or no rating, (iii) utilize only fully qualified personnel who have all of the appropriate licenses and certificates, including but not limited to a commercial driver's license, and (iv) maintain its equipment in good order and in compliance with all applicable laws. Carrier will notify Broker immediately if its Federal Operating Authority is revoked, suspended, or rendered inactive by the FMCSA for any reason. If Carrier receives an "Unsatisfactory" or "Unfit" safety rating, or a rating is changed from "Satisfactory" to "Conditional" or from "Continue to Operate" to "Marginal", Carrier shall immediately notify Broker and shall not transport any shipment hereunder without Broker's prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by the FMCSA at any time.

8.2 At all times while this Agreement is in effect, Carrier shall maintain compliance with all applicable federal, state and local laws, rules, regulations, and conditions governing its activities and relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of 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 hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

8.3 At all times while this Agreement is in effect, Carrier shall comply with all rules, regulations, and conditions pertaining to the transportation of food products, produce, drugs, and other perishable items, including, without limitation: (i) the Food, Drug, and Cosmetic Act ("FDCA") (21 U.S.C. Section 301, et seq., as amended, supplemented or superseded from time to time), (ii) the Food Safety Modernization Act of 2011 ("FSMA") (21 USC Section 2201, et seq., as amended, supplemented or superseded from time to time), (iii) the Perishable Agricultural Commodities Act ("PACA") (7 U.S.C. Section 499(a), et seq., as amended, supplemented, or superseded from time to time), (iv) any and all state or local statutes or ordinances applicable to the transportation of food products, produce, drugs and other perishable items, and (v) any and all Federal and State administrative rules and regulations pertaining to the transportation of food products, produce, drugs

and other perishable items, including, without limitation, Federal Regulations under or related to the FDCA, FSMA, PACA and/or state or local statutes or ordinances.

8.4 Without limiting the foregoing, Carrier fully and strictly comply with the FSMA Sanitary Transportation of Human and Animal Food Rule ("STF Rule") (21 CFA Parts 1 and 11, as amended, supplemented or superseded from time to time). In complying with the STF Rule, Carrier shall be obligated to: (i) ensure that any and all equipment used complies with the specifications and/or temperature control requirements of any food shipment' (ii) take measures to isolate, segregate and use packaging to prevent contamination of food products; (iii) ensure that any and all food items requiring temperature control are transported in compliance with such temperature requirements, which will include, without limitation, checking Bills of Lading, rate confirmation sheets, and/or shipping instructions to determine any temperature requirements, discussing and verifying whether a temperature requirement exists with the Customer and/or shipper./loader/dispatcher at origin, precooling equipment if necessary, setting any reefer or temperature control equipment to the proper temperature and setting, venting if needed, maintaining and servicing any and all temperature control equipment, and taking other appropriate measures to ensure temperature requirements are met; (iv) notify Broker of any failure of temperature control equipment or another condition that would cause food items to become unsafe or adulterated (as defined in the STF Rule); (v) implement written procedures regarding temperature control, equipment, and sanitation; (vi) adequately train any and all drivers, employees and other transportation personnel regarding the handling and transporting of food products, produce and other perishable items; (vii) provide Broker, upon request, with any and all original or electronic records related to the transportation of food products, produce, and other perishable items, which may include, without limitation, (A) training records and certificates demonstrating that Carrier and its employees/drivers/personnel have been trained on compliance, (B) any and all documents related to temperature control and compliance, storage records, Bills of lading, and other records; (viii) provide Broker, upon request, with any and all original or electronic records demonstrating that any trucks, trailers and/or equipment used by Carrier to transport cargo have been adequately washed, cleaned and dried in a sanitary manner; and (ix) implement ongoing measures to ensure Carrier is fully and strictly complying with the STF Rule. **BROKER WILL NOT BE HELD LIABLE FOR CARRIER'S FAILURE TO COMPLY WITH THIS SECTION 8.4 OR OTHERWISE FAIL TO ADHERE TO SHIPPER'S INSTRUCTIONS OR THE FSMA AND/OR STF FULE**, and Carrier shall indemnify and hold harmless Broker for all losses, damages and expenses (including reasonable attorneys' fees) Broker may sustain or incur, including but not limited to claims for lost profits or plant shutdown fees, arising out of Carrier's noncompliance.

8.5 Additionally, Carrier shall place a certified, registered Electronic Logging Device (each an "ELD") in each vehicle it utilizes to transport freight hereunder in compliance with the requirements of the ELD regulations set forth in Section 32301(b) of the Commercial Motor Vehicle Safety Enhancement Act, enacted as part of MAP-21 (Pub L. 112-141, 126 Stat. 405, 786-788, July 6, 2012), which are registered with the FMCSA on or before Carrier is mandated by law to do so.

8.6 Additionally, Carrier warrants that the Carrier will inspect or hire a service representative to inspect and maintain any and all refrigeration or heating units utilized by Carrier and its drivers/employees/personnel at least once each month. Carrier warrants that Carrier shall maintain a record of each inspection of refrigeration or heating units and retain the records of the inspections for a least three (3) years. Copies of these records must be provided upon request to the Carrier's insurance company and Broker. Carrier warrants that Carrier will maintain adequate fuel levels for the refrigeration or heating unit on each shipment utilizing such unit and assumes full liability for claims and expenses incurred by the Broker or the Shipper for

failure to do so. Carrier must provide Carrier's cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

- 8.7 At all times while this Agreement is in effect, Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.
- 8.8 Carrier 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 Carrier's 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, references, instructions, information from Broker or Broker's customer(s) with respect to any shipment at any time. At all times while this Agreement is in effect, Carrier shall, at its expense, furnish all equipment, fuel, supplies, insurance, maintenance, and properly qualified personnel necessary to perform the services hereunder. Carrier shall transport the property, under its own operating authority and equipment; subject to the terms of this Agreement. Carrier shall not "trip lease", broker, subcontract, interline, or otherwise assign loads offered to it by Broker to another carrier or property broker without the express written consent of Broker, regardless of whether Carrier has brokerage authority or not.
- 8.9 Carrier has no knowledge of any threatened or pending interventions by the FMCSA under CSA 2010; nor is Carrier subject to any investigation or disciplinary action by any state agency related to enforcement of safety laws and regulations.
- 8.10 In the event Carrier accepts a load transporting any goods to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD ("CARB") AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE. In the event perishable goods are transported under such load to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT ("TRU") EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS. Carrier shall look to the Rate Confirmation Sheet for the necessary Broker information to be furnished under California's TRU regulations.
- 8.11 Carrier shall transport all shipments without delay and immediately notify Broker of any actual or potential delay or of any incident or circumstances that will prevent or delay delivery to the consignee or shipping destination.
- 8.12 Carrier shall not withhold delivery of any freight in its possession due to any dispute with Broker regarding freight charges or otherwise. Carrier hereby waives and releases all liens or other claims which it might otherwise have in and to any freight in its possession, whether under common law, or federal, state or local laws or regulations.
- 8.13 In transporting freight under this Agreement, Carrier shall comply with any and all laws related to the number of hours of driving or service per day or week as mandated by federal, state and relevant local laws.

Broker shall not be liable in any event for Carrier failing to comply with such driving or service hour restrictions.

9. INSURANCE REQUIREMENTS:

9.1 At all times while this Agreement is in effect, Carrier shall, at its expense, obtain and maintain the following types of insurance with the following minimum limits:

- (i) comprehensive general liability insurance, including contractual liability coverage, and coverage for bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) single limit per occurrence;
- (ii) motor vehicle (including hired and non-owned vehicles) insurance covering (a) all motor vehicles used by Carrier to transport freight hereunder and (b) all of Carrier's drivers, employees, contractors, agents, representatives and assigns with limits of One Million Dollars (\$1,000,000.00);
- (iii) all risk cargo liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000.00) for loss of, or damage to, property carried on any one (1) motor vehicle;
- (iv) workers' compensation insurance as required by the laws of the states in which the transportation services shall be performed; and
- (v) Carrier transports loads where the cargo itself consists of one or more trailers or items of shipping equipment, Carrier shall carry trailer interchange insurance coverage with limits of not less than \$50,000.00 for loss of, or damage to, the trailers or items being shipped.

Carrier may not have exclusions within any of the above insurance policies for unattended vehicles and unattached vehicles, theft, abandonment, or breakdown or malfunctioning of cooling or heating equipment.

In the event the FMCSA shall require greater limits or different types of insurance than those specified above during the term of this Agreement, such increased limits or different types shall supersede the aforementioned limits and types and Carrier shall obtain and maintain insurance with such increased limits. Carrier further agrees to provide Broker with a certificate of such insurance containing a clause requiring that Broker be provided thirty (30) days' advance written notice of the cancellation of any such insurance.

All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage.

9.2 Upon execution of this Agreement, Carrier shall furnish Broker with Certificate(s) of Insurance demonstrating that Carrier has obtained the foregoing insurance policies. Additionally, at any time Broker shall have the right to request that Carrier provide Broker with actual, full copies of any and all insurance policies required hereunder, and Carrier shall deliver to Broker said actual, full copies of the insurance policies requested within five (5) business days following request by Broker. All insurance policies required hereunder shall contain a provision stating that each such policy shall not be cancelled or terminated except

upon thirty (30) days advance written notice of cancellation or termination being provided to Broker. Carrier will notify Broker immediately if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason; and/or if Carrier is a business entity, Carrier will notify Broker immediately if Carrier is sold, or if there is a change in control of ownership. Additionally, Carrier shall provide Broker with an updated Certificate of Insurance any time such insurance is amended, modified, changed, renewed and/or replaced.

9.3 Nothing in this Agreement shall be construed to avoid Carrier's liability due to any exclusion or deductible in any insurance policy.

10. **INDEMNIFICATION:** Carrier shall indemnify and hold harmless Broker, Broker's Affiliates, and all Customers and consignees from any and all causes of action, claims (including claims made by third parties and including claims for personal injuries or death), suits (including suits by third parties and including claims for personal injuries or death), compensation, demands, damages, losses, costs, interest (statutory or common law), liabilities of any kind, and/or expenses (including reasonable attorneys' fees) incurred or sustained by Broker, Broker's Affiliates and all Customers or consignees and which arise out of or are related to: (i) the failure of Carrier, and its drivers, employees, agents, contractors, successors and assigns to comply with the provisions of this Agreement; (ii) any breach of this Agreement by Carrier and its drivers, employees, agents, contractors, successors and assigns; (iii) the performance or non-performance of Carrier's obligations under this Agreement by Carrier and its drivers, employees, agents, contractors, successors and assigns; (iv) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors and assigns; (v) the failure by Carrier or any of its drivers, employees, agents, contractors, successors and assigns to deliver any freight transported hereunder in accordance with the delivery schedule provided by Broker or listed in any associated rate confirmation sheet; (vi) delays in shipment or losses to goods caused by Carrier's services hereunder; and (vii) freight claims or other claims which relate to freight transported hereunder.

11. **CONSEQUENTIAL DAMAGES:** Broker shall not be liable to Carrier for incidental, special or consequential damages without Broker receiving written notification of the risk of loss and the approximate financial amount and Broker's express written and signed agreement to assume such responsibility.

12. **BROKER DUTIES:**

12.1 **Shipments:** Broker agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of Carrier and Broker, and shall use its best efforts to offer Carrier at least three (3) loads/shipments annually.

12.2 **Load Information:** With each load offered by Broker to Carrier, Broker shall provide Carrier with a rate confirmation sheet detailing the rate to be paid for the load, the place of origin and destination of all shipments, and if applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified. Additionally, Broker agrees to notify Carrier of any specific shipping instructions related to: (i) sanitary conditions or equipment specifications needed to ensure food items are transported in a sanitary condition, and (ii) temperature requirements and equipment needed for the transportation of food items.

12.3 **Billing.** Broker agrees to conduct all billing services associated with collecting amounts owed by Customers.

13. **ASSIGNMENT OF CLAIMS RIGHTS:** Carrier automatically assigns to Broker all Carrier's rights to collect freight charges from Customer or any responsible third party on receipt of payment from Broker.
14. **INDEPENDENT CONTRACTORS:** It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor. None of the terms of this Agreement or any act or omission of either party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the parties. Carrier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. Broker has no right to discipline or direct the performance of any driver and/or employee, contractors, subcontractors, or agents of Carrier. Carrier represents and agrees that at no time and for no purpose shall it represent to any part that it is anything other than an independent contractor in its relationship to Broker.
15. **NON-EXCLUSIVE AGREEMENT:** Carrier and Broker acknowledge and agree that this Agreement 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.
16. **NON-SOLICITATION:** Carrier shall not solicit freight shipments for the duration of this Agreement and, for two (2) years following termination of this Agreement for any reason, from any Customer, consignor, consignee, or any customer of Broker. In the event Carrier violates this provision, the Parties agree that Broker shall be entitled to receive from Carrier as liquidated damages an amount equal to twenty percent (20%) of the gross revenue received by Carrier for the violating shipments.
17. **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.
18. **IRREPARABLE HARM:** In the event of violation of Sections 16 or 17 by Carrier, the Parties intend and agree that the remedy at law, including monetary damages, may be inadequate and that Broker shall be entitled, in addition to any other remedy they may have, to an injunction restraining Carrier from further violation of Sections 16 or 17 above. Additionally, in the event of a violation of Sections 16 or 17 by Carrier, Carrier shall be liable to Broker for all costs and expenses incurred by Broker to enforce its rights, including, but not limited to, reasonable attorney's fees.
19. **TAXES:** Carrier acknowledges and agrees that Carrier shall be responsible for payment of any and 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 herein, and Carrier shall indemnify, defend and hold Broker harmless from any claim or liability imposed or asserted against Broker for any such obligations.
20. Any 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.

21. **WAIVER OF SALVAGE:** In the event that the Customer of the subject freight has required Broker to waive rights of salvage or resale, Carrier hereby expressly waives any and all rights of salvage or resale of the subject freight to the same extent as waived by Broker.
22. **WAIVER OF RIGHTS:** Pursuant to 49 USC 14101(b), to the extent that such rights or remedies conflict with the terms and conditions of this Agreement, Carrier hereby expressly waives any rights and remedies available to Carrier under (1) state, (2) federal or (3) common law or (4) under 49 U.S.C, Subtitle IV, Part B.
23. **DISPUTE RESOLUTION:** In the event of a dispute arising out of this Agreement and the services provided by each Party hereunder, including but not limited to Federal or State statutory claims, the Parties agree the venue for any such action shall be exclusively within the federal and state courts located in Hamilton County, Ohio, and by executing this Agreement the Parties expressly submit to the jurisdiction of said courts located in Hamilton County, Ohio. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Ohio shall be controlling regarding all disputes arising out of this Agreement and the services provided by each Party hereunder.
24. **MODIFICATION of AGREEMENT:** This Agreement and any rate confirmation sheets or other shipping documents related to or arising out of this Agreement may not be amended, except by mutual written agreement signed by Broker.
25. **CONTRACT TERM:** The initial term of this Agreement shall be one (1) year from the date first written above (the "Initial Term"), and upon expiration of the Initial Term or any subsequent Renewal Terms (if applicable), this Agreement shall automatically be renewed for successive one (1) year periods (each a "Renewal Term"), unless either Party provides written notice of termination to the other no fewer than thirty (30) days prior to the then current term. Notwithstanding the foregoing, Broker may terminate this Agreement at any time upon thirty (30) day's prior written notice, with or without cause.
26. **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.
27. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
28. **COVERED AFFILIATES.** US Logistics LLC, Nationwide Logistics LLC, and American Logistics Service LLC are covered affiliates of TMX Logistics LLC. By executing this Agreement, Carrier expressly agrees that all of the terms and conditions of this Agreement shall be enforceable by American Logistics Service LLC, US Logistics LLC, Nationwide Logistics LLC any other Broker Affiliates. This section is included within this Agreement for clarification purposes only and in order to specifically note that US Logistics LLC, Nationwide Logistics LLC and American Logistics Service LLC are Broker Affiliates. However, this Section in no way limits Section 1.1 above, and "Broker Affiliates" will continue to mean any and all of Broker's parent companies, subsidiary companies, affiliates, contractors, representatives, agents, successors and assigns regardless of this Section 28.

29. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the number shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements or new services.

30. ENTIRE AGREEMENT: This Agreement and any rate confirmation sheets or other shipping documents related to or arising out of this Agreement, unless otherwise agreed in writing signed by Broker, contains the entire understanding of the Parties. 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. This Agreement shall supersede all prior oral or written statements or documents made with respect to (i) the subject matter contained herein and (ii) all transportation services performed by Carrier in connection herewith. Additionally, this Agreement shall supersede any terms or conditions contained in any proposal, quotation, invoice, bill of lading or other communication provided by Carrier to Broker and its Affiliates as well as any tariff(s) or other shipping documentation adopted or utilized by Carrier in connection with loads transported in connection herewith. Any terms or conditions not specifically contained herein shall be inapplicable to any load of freight transported by Carrier in connection herewith.

31. 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. 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.

IN WITNESS WHEREOF, the Parties have executed this Broker-Carrier Agreement as of the date and year first written above.

TMX Logistics LLC	Carrier:
By:	Signature:
Printed name:	Printed Name:
Title:	Title:
PO Box 14384	Address:
Cincinnati, OH 45250	City, State, Zip: