

CARRIER/BROKER AGREEMENT

This contract is made this day ____ of _____, 201__, between **Taylor Logistics Inc.**, 2875 E. Sharon Road, Cincinnati, OH 45241-1976 (hereinafter referred to as BROKER) having Broker Authority under MC# 448473 and Federal ID# of 04-3720335 and _____ (hereinafter referred to CARRIER) under MC# _____ whose principal office is located at _____.

Now:

RECITALS

WHEREAS, BROKER is licensed by the Federal Motor Carrier Safety Administration in Docket No. MC-448473 to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods), and as a broker arranges services for various consignors, consignees, motor carriers and/or other third parties (hereinafter individually or collectively "SHIPPER"); WHEREAS, CARRIER holds motor carrier operating authority from the Federal Highway Administration in Certificate Mo. MC-_____ and, or, Permit/Certificate No. DOT-_____ to engage in transportation as a common or contract carrier of property (except household goods, and class A and B explosives) under contracts with shippers and receivers and/or brokers of general commodities, and shall transport said property under its own operating authority and subject to the terms of this Agreement, and makes the representations herein for the purpose of inducing BROKER to enter into this agreement; WHEREAS, BROKER, to satisfy some of the freight transportation needs of its SHIPPER, desires to use the services of CARRIER on a non-exclusive basis.
NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **BROKER RESPONSIBILITIES**

- A. BOND: BROKER shall maintain a surety bond/trust fund as agreed to in the amount of \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMSCA) in the form and amount not less than that required by that agency's regulations.
- B. BROKER will notify CARRIER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- C. It is intention of the parties that BROKER shall be an independent contractor for all parties involved in the transportation, including the CARRIER and the SHIPPER.
- D. CARRIER shall be paid the freight charges for the transportation services to be rendered pursuant to the Rate Confirmation. BROKER shall send Rate Confirmation Agreement to CARRIER via facsimile or email before shipment of freight. CARRIER must sign or e-sign and send back facsimile or email to confirm Rate Confirmation. All signatures and transactions rendered via facsimile or email are deemed legal and binding.

2. **CARRIER RESPONSIBILITIES**

- A. CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or SHIPPER.

CARRIER INITIAL _____

CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. Seq. on food grade loads. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

- B. **BILLS OF LADING:** CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible for the freight when it receives possession thereof, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of this Agreement shall be controlled by the terms of this Agreement. Any terms in a tariff that are referenced in a carrier contract which are inconsistent with this Contract shall be subordinate to the terms of this Contract. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo by CARRIER, shall not affect the liability of CARRIER.
- C. Under no circumstance, shall CARRIER execute a bill of lading, or any other document, which represents or holds out BROKER as being responsible for the delivery of freight.
- D. CARRIER agrees that SHIPPER's insertion of BROKER's name as the carrier on a bill of lading shall be for the SHIPPER's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. **INDEMNIFICATION:** CARRIER agrees to indemnify, hold harmless and defend BROKER and SHIPPER and SHIPPER's Customer from and against any and all claims for loss, damage or injury (including but not limited to reasonable attorney's fees), from and against any lawsuits, actions, and administrative or legal proceedings brought against BROKER, SHIPPER or other persons, or for or on account of any injury received or sustained by any person, including but not limited to employees of CARRIER or its prior written approved carriers, employees and agents of SHIPPER, caused by or arising out of the performance of CARRIER, its employees or approved carriers. BROKER and CARRIER shall not be liable to the other for any claims, actions or damages due to the negligence of the other Party.
- F. CARRIER shall transport property under its own operating authority and maintain, at its sole cost and expense, Commercial Auto Liability Insurance using the ISO motor carrier policy form or equivalent against liability for injuries to or death of persons and damage to property in an amount of not less than \$1,000,000 Combined Single Limit per occurrence; Full Cargo Liability for loss of or damage to freight in an amount not less than \$100,000 with no exclusions for locked vehicle or unattended vehicles, refrigeration breakdown coverage if warranted and no commodity exclusion for the commodity being hauled ; Commercial General Liability in an amount of \$1,000,000 each occurrence ; Workers Compensation Insurance and any additional insurance required by applicable laws, rules and regulations. Upon BROKER'S request, CARRIER shall furnish a copy of each such insurance policy and written certificate of insurance, from an insurance company with a rating of at least an A- rating from AM Best. Upon request by BROKER, CARRIER shall provide an actual copy of its cargo policy currently in effect along with any exclusions, exemptions, or riders that are not depicted in the governing
- G. CARRIER will be responsible to comply with all applicable DOT Regulations as well as all other federal and state regulations pertaining to the operations of motor carrier.
- H. CARRIER shall be liable for loss, damage, or delay of any shipment, and may face possible monetary charges for shipments not delivering as scheduled, while in the possession or control of CARRIER. CARRIER hereby assumes the liability of no less than that of a common carrier as provided in Section 14706 of Title 49 of the United States Code (the Carmack Amendment) as in effect on the effective date of this agreement. Exclusions in CARRIER insurance coverage shall not exonerate CARRIER from liability. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370.

CARRIER INITIAL: _____

- I. CARRIER shall assume full responsibility for all State and Federal taxes and assessment arising out of the transportation herein required of contract motor carrier.
- J. CARRIER will notify BROKER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- K. CARRIER does not have an "Unsatisfactory" or "Conditional" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- L. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the credit worthiness of BROKER and is granting BROKER credit terms accordingly.
- M. CARRIER shall expressly waive all rights and remedies under Title 49 USC, Sub Title IV, Part B to the extent that they conflict with this contract.
- N. CARRIER must advise all Over Short and Damage (OS&D) information to BROKER within 24 hours of delivery. Failure to do so could result in a cargo claim to CARRIER even if the load shows trailer seal was delivered intact.

3. MISCELLANEOUS

- A. **NON-EXCLUSIVE AGREEMENT:** CARRIER and BROKER acknowledge and agree that this contract does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- B. **NO BACK SOLICITATION:** Unless otherwise agreed in writing, CARRIER shall not solicit freight shipments for a period of 12 months following termination of this agreement for any reason, from any SHIPPER, consignor, consignee or customer of BROKER, when such shipments of SHIPPER were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of Ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred, but not limited to, reasonable attorney's fees.
- C. **INDEPENDENT CONTRACTORS.** The relationship between BROKER and CARRIER shall, at all times, be that of independent contractors. CARRIER and any of its approved carriers or agents shall employ, pay, supervise, direct, discipline, discharge and assume full responsibility for all persons required for the performance of Carrier's duties under this Agreement. Under no circumstances shall CARRIER or any of its approved carriers, agents or employees deemed to be or hold themselves out as employees of BROKER or any SHIPPER. BROKER has no right to discipline or direct the performance of any driver and or employee, contractor, subcontractor or agents of the CARRIER. CARRIER and not the BROKER is responsible for the actual movement of the freight.
- D. **DOUBLE-BROKERING.** CARRIER agrees not to re-broker or co-broker, assign, interline, or provide substituted service for the shipments hereunder tendered to CARRIER by BROKER without the advance express written authorization of BROKER. If authorization is granted, CARRIER agrees not to use an "Unsatisfactory" or "Conditional" rated carrier. Violation of this policy may be grounds for immediate termination of this Agreement. If BROKER becomes aware of such unauthorized re-brokering activity by CARRIER prior to payment of any compensation otherwise due CARRIER, BROKER may withhold payment to CARRIER and may instead pay appropriate compensation to the carrier who actually transported the shipment. BROKER will deem any acceptance of a shipment by CARRIER as a common or contract carrier and subsequent subcontracting of the shipment to any third party as an assignment of the right to be compensated for that shipment to the third party. Upon Broker's payment to delivering carrier, CARRIER shall not be released from any liability

CARRIER INITIAL: _____

to BROKER under this Agreement. CARRIER will be liable for consequential damages (including but not limited to reasonable attorney’s fees) for violation of this Paragraph.

- E. PAYMENT. The Parties agree that BROKER is the sole party responsible for payment of CARRIER’s charges. Failure of BROKER to collect payment from SHIPPER shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER’s invoice within 28 days of receipt of the bill of lading or proof of delivery and other documents if deemed necessary for reimbursement, provided CARRIER is not in default under the terms of this Agreement. As CARRIER agrees BROKER is not an Agent of the SHIPPER nor the CARRIER, CARRIER shall not seek payment from SHIPPER if SHIPPER can prove payment to BROKER.
- F. WAIVER AND DISCHARGE. The failure of either Party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or the right of either Party to enforce such provision in the future or in any way to affect the validity of this Agreement or an party hereof.
- G. GOVERNING LAW. Unless preempted by or controlled by Federal Transportation Laws and Regulations this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- H. INVALIDITY OF PROVISIONS. If a court of competent jurisdiction declares any provision of this agreement invalid, such decision shall not affect the validity of any remaining provisions, and all remaining provisions of this Agreement shall remain in full force and effect.
- I. This contract is binding upon the parties hereto, their successor and assigns, and shall be construed under the law; signatory has authority to bind the corporation or company.
- J. This written agreement shall continue in full force and effect until either party gives the other thirty (30) days prior to written (or in electronic form) notice of termination.
- K. On behalf of the shipper, consignee and broker interests, to the extent that any shipments subject to this agreement are transported within the State of California, CARRIER warrants that:
 - i. 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.
 - ii. All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKERS customer because of CARRIER’s use of non-compliant equipment.

CARRIER: _____

BROKER: Taylor Logistics Inc.

BY: _____
Duly Authorized Signature

BY: 

PRINTED NAME _____

Keith Swensen

TITLE: _____

General Manager

DATE: _____

February 23, 2016

CARRIER INITIAL: _____



Carrier Payments are processed through TriumphPay.com

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

Please register online in order to receive payments:

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

You're good to go!

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

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

We value your business. Thank you!

TAYLOR LOGISTICS INC
 2875 E SHARON ROAD
 CINCINNATI OH 45241-1976
 (800) 486-0636 Fax # (513) 672-8549
carrierdev@taylorlog.com

Carrier Questionnaire
 12/2/2014

Carrier Name: _____ MC#: _____
 SCAC CODE: _____ 24 Hour Phone: _____

Please provide a group email for our daily load list

Contact Name: _____ Phone: _____ Ext: _____
 Email Address: _____
 Fax #: _____ Dispatch Contact: _____
 Accounting Contact: _____ Phone: _____ Ext: _____
 Email Address: _____
 Fax #: _____

Please log in at www.taylorlogistics.com to add available trucks, check payable records and update delivery status. If you would prefer to create your own User ID and Password, please enter below:

Quick Pay	Y / N	TWIC	Y / N	Login Name	Password
HazMat	Y / N	SmartWay	Y / N		

**List amount of equipment
 (Information helps us match your equipment to our loads)**

# Tractors	# Vans	# Reefers	# Flats	# Teams	# 53's	# Steps	#DD's	#RGN's

Origin States (Circle Those That Apply)

- Zone1: CT , DE , MA , MD , ME , NH , NJ , NY , PA , RI , VT
- Zone2: KY , OH , VA , WV
- Zone3: IL , IN , MI
- Zone4: AL , FL , GA , MS , NC , SC , TN
- Zone5: MN , MT , ND , SD , WI
- Zone6: CO , IA , KS , MO , NE , WY
- Zone7: AR , LA , NM , OK , TX
- Zone8: CA , AZ , ID , NV , OR , UT , WA

Destination States (Circle Those That Apply)

- Zone1: CT , DE , MA , MD , ME , NH , NJ , NY , PA , RI , VT
- Zone2: KY , OH , VA , WV
- Zone3: IL , IN , MI
- Zone4: AL , FL , GA , MS , NC , SC , TN
- Zone5: MN , MT , ND , SD , WI
- Zone6: CO , IA , KS , MO , NE , WY
- Zone7: AR , LA , NM , OK , TX
- Zone8: CA , AZ , ID , NV , OR , UT , WA

Preferred Broker Lanes:

Org. State	Dest. State	Org. State	Dest. State
From _____	To _____	From _____	To _____
From _____	To _____	From _____	To _____

Taylor Logistics Inc.
2875 E. Sharon Road Cincinnati, OH 45241-1976
(800) 486-0636 (Telephone) (513) 672-8549 (General Fax)

**TO BE FILLED OUT BY YOUR INSURANCE COMPANY OR AGENT. PLEASE FAX TO 513-672-8549 WITH
INSURANCE CERTIFICATES**

INSURANCE COMPANY: _____

Insured:

Policy # _____

Covered Property Exclusions:

<input type="checkbox"/> No Property Exclusions	<input type="checkbox"/> Garments, Shoes or Wearing	<input type="checkbox"/> Geographical Exclusions
<input type="checkbox"/> Reefer Breakdown	<input type="checkbox"/> Liquor	<input type="checkbox"/> Please Indicate Territory
<input type="checkbox"/> Reefer Breakdown After Certain Age	<input type="checkbox"/> Tobacco Products	_____
<input type="checkbox"/> Computers	<input type="checkbox"/> Textiles	_____
	<input type="checkbox"/> Computer Peripherals	<input type="checkbox"/> TVs, VCRs, DVD Players Stereos, ect.

Other Exclusions: _____

Sub-Limits of Insurance:

NO SUB-LIMITS Commodity: _____ Sub-Limit: _____
 Sub-Limit Based on Peril Insured Against Peril: _____ Limit: _____

Vehicle Coverage:

Any Vehicle All Owned Vehicles Hired Vehicles Scheduled Vehicles

Special Conditions:

<input type="checkbox"/> No Special Conditions	<input type="checkbox"/> Unattended Vehicle Exclusion	<input type="checkbox"/> Property Loaded on Vehicle Overnight
<input type="checkbox"/> Stationary Vehicles	<input type="checkbox"/> Co-Insurance	<input type="checkbox"/> Vehicle Alarm Required
<input type="checkbox"/> Unnamed Terminals	<input type="checkbox"/> Locked Vehicle Warranty	<input type="checkbox"/> Unattached Trailer Exclusion
<input type="checkbox"/> Attended Trailer	<input type="checkbox"/> Attended Vehicle	
<input type="checkbox"/> Other: _____		

Note: If any of the above special conditions are marked, please specify or attach declarations page & any endorsements for reference

Changes in Policy:

In order to protect the best interests of all parties involved, please notify Taylor Logistics in writing within 24 hours of any changes to the insured's cargo policy

Print Name: _____ Position: _____

Signature: _____ Date: _____



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
April 14, 2003

LICENSE
MC-448473-B
TAYLOR LOGISTICS, INC
CINCINNATI, OH

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 cursive script that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

Taylor Logistics Application for Credit 2016

Applicant Name Taylor Logistics Inc.
Shipping Address 2875 E. Sharon Road
City, State & Zip Cincinnati, Ohio 45241-1976
Phone Number (513) 771-1850
D-U-N-S # 78-704-8870 **FEIN #** 04-3720335 **MC#** 448473 **SCAC:** TYLV
Accounting Firm Wanner-Patterson (513) 769-1000 **Contact Name** Pam Gural pam@wanner-patterson.com
Bartley Jutze bartley@wanner-patterson.com
Length of Time in Business Since 1850

Is a rate confirmation required? Yes No

<u>Names of Principals</u>	<u>Title</u>
Rex C. Taylor	President
John A. Taylor	Vice-President

<u>Bank Institution</u>	<u>Address</u>	<u>Phone</u>
Fifth Third Bank	38 Fifth Third Plaza MD 10906B Cincinnati, OH 45263-0001	(513) 534-2808

Bank Officer
John R. Gray john.gray@53.com Commercial Loans

<u>Credit References</u>	<u>Name</u>	<u>Phone</u>
1.	Carman Inc.	Don Trotter 479-646-8486
2.	City Services	Leonard Phillips 513-575-0524
3.	Jay Trucking	Rhonda Yost 417-389-0682
4.	Mercer Transportation	Rona Bowers 800-822-8599