



## Carrier Profile

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

MC # \_\_\_\_\_ DOT# \_\_\_\_\_

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

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**Do you have E-Logs?** \_\_\_\_\_

If yes, what percent of your fleet is compliant?  
\_\_\_\_\_

If no, do you plan on installing and when?  
\_\_\_\_\_

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Pricing Contact Name: \_\_\_\_\_

Pricing Contact Phone Number: \_\_\_\_\_

Pricing Contact Email Address: \_\_\_\_\_

After Hours Phone Number: \_\_\_\_\_

After Hours Email Address: \_\_\_\_\_

Power Units: \_\_\_\_\_ Dry Vans: \_\_\_\_\_

Reefers: \_\_\_\_\_ Flat Beds: \_\_\_\_\_

Desired Lanes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*\*Billing Information/Factoring Company:** \_\_\_\_\_

**\*\*Billing Information/Factoring Company Address:** \_\_\_\_\_

**Billing Contact/Phone #/E-mail Address:** \_\_\_\_\_



Greetings,

We are sending you this letter to inform you of some of the new procedures that we are implementing at LTI Logistics Services. Many of our customers have a major initiative to have all of their freight electronically tracked. As such, we have implemented MacroPoint to allow us to meet our customer's needs.

MacroPoint works on your driver's existing cell phone and provides automated location updates to both your operations team and ours.

**MacroPoint benefits:**

- **Efficient:** MacroPoint will eliminate the time & cost that you and we are currently spending calling drivers and reporting current locations.
- **Compliant:** This meets our customer's new tracking requirements.
- **No Cost:** LTI Logistics Services is responsible for the cost of the service. Neither you nor your driver will receive any charge from MacroPoint.
- **Simple:** MacroPoint is very easy to setup.

**Setup Process for MacroPoint phone number:**

1. Driver receives a text message from MacroPoint.
2. Driver responds to the text with "OK" or driver dials 855-755-4400 from their cell phone and presses option 1 after a short recording.

**Facts for you and your drivers:**

1. MacroPoint will **NOT** use **ANY** of the driver's data and will not affect the battery in anyway.
2. MacroPoint does **NOT** require WIFI. If the driver can make a phone call, MacroPoint will be able to track the driver's cell phone signal.
3. MacroPoint does **NOT** require the driver to download an app. The text message will **suggest** that driver to do so but it is not a **requirement** to enable the tracking.
4. MacroPoint does **NOT** expose your driver's cell phone number to anyone and is not an invasion of privacy.
5. Tracking is set to start 2 hours before the pickup appointment and set to stop 2 hours after the delivery appointment.
6. Driver can remove MacroPoint after the load is complete by redialing 855-755-4400.

As always, we appreciate your cooperation.



## Insurance Certificate Request

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

Insured Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

### Insurance Requested

Auto Liability: \$1,000,000

Cargo: \$100,000

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Add LTI Logistics Services as a certificate holder

*Please send certificate of insurance to:*

LTI Logistics Services  
411 North 10<sup>th</sup> Street – Suite 500  
St. Louis, MO 63101

Phone:

Fax:

Attn:

**\*\*ALL REEFER CARRIERS MUST READ, FILL OUT AND SIGN.\*\***



411 N. 10<sup>th</sup> St. Suite #500  
St. Louis, MO 63101

LTI Logistics and our customers require that all reefer trailers have what we call "Temperature Download" capability. This means that if the customer requests this from the driver that they must take the reefer to a facility such as Thermo King, "plug in" to the back of the reefer and pull a report showing what temperature the load was running at from the time the load picked up to the time the load arrived at to the consignee. As long as the load was running within the temperature that is required then the carrier would be reimbursed for the cost of receiving this report. The report would need to be sent to us directly so that we could provide this to our customer.

One of the many reasons that this is required is so that there's proof that the reefer was running at the proper temperature for the load. The report is not required unless the customer requests this. Here are some of the reasons the customer would request a report:

- If the reefer is not running at the temperature required.
- Product Integrity – if the product is not maintained at a certain temperature it can degrade the product, spoil the product and/or shorten the shelf life

If this was to happen and the trailer did NOT have this capability to pull this report the customer has the right to reject the load, therefore, making a claim on your insurance.

We, \_\_\_\_\_ (name of your company) understand what we have read and verify that we have "temperature download" capability on our reefer trailers.

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

**Reference List – Please fill out if you do not have a list to provide already.**

Company Name:	
Contact Name:	
Phone Number:	
E-mail address:	
Company Name:	
Contact Name:	
Phone Number:	
E-mail address:	
Company Name:	
Contact Name:	
Phone Number:	
E-mail address:	
Company Name:	
Contact Name:	
Phone Number:	
E-mail address:	
Company Name:	
Contact Name:	
Phone Number:	
E-mail address:	

## **Standard Pay Procedures**

All paperwork and invoices on each load must be received and approved by accounting prior to payment. All paperwork must depict the entire page and be legible. The invoice and paperwork may be received in the following ways:

- FAX: 314-480-7200
- E-MAIL: accountpayables@litrucking.com
- TRANSFLO ID: **LNNBV**

If for any reason we do not receive acceptable paperwork, we will request the original paperwork be mailed to:

**LTI Logistics Services**  
**411 N 10th St, Suite 500**  
**St. Louis, MO 63101**

We request that all paperwork including an invoice, lumper receipt(s), POD etc. be sent to us within 72 hours of delivery. Payment will not be processed until received and approved. A check will be mailed 30 days from The day that the paperwork is received and approved. All checks are mailed via USPS every Friday.

## **Quick Pay Options**

Quick pay is determined on a load-by-load basis and will need to be discussed with the Carrier Manager at booking. All advances are done Monday through Friday 0800-1700 CST with exceptions to lumpers, late fees, and pallet exchanges.

**Same Day Pay – This is a 5% line-haul deduction.** Once load is delivered, invoice must be sent to the Carrier Manager the load is booked with. Once approved by Accounts Payable, a ComCheck will be written and sent via e-mail. Any paperwork turned in after 1700 CST Monday through Friday, will be processed the next business day.

**7 Day Pay – This is a 3% line-haul deduction.** Once load is delivered, invoice will must be sent to Accounts Payable as listed above. Once approved, check will be written and sent via USPS. Checks are mailed every Friday.

**14 day Pay - This is a 2% line-haul deduction.** Once load is delivered, invoice will need to be sent to Accounts Payable as listed above. Once approved, a check will be written and sent via USPS. Checks are mailed every Friday.

**Fuel Advance – This is a 4% line-haul deduction.** A copy of the BOL must be provided as proof of pickup. Once approved by accounting, a Comcheck will be written for 40% of the line-haul. Any paperwork turned in after 1700 CST Monday through Friday, will be processed the next business day.

## **BROKER - CARRIER AGREEMENT**

This Transportation Agreement (“Agreement”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between LTI Logistics Services LLC. (“BROKER”), including all divisions, subsidiaries and related companies, and \_\_\_\_\_, (“CARRIER”), collectively “Parties.”

### TERMS AND CONDITIONS

#### 1.0 PARTIES

1.1 LTI Logistics Services LLC is the “Broker” as that term is defined under 49 U.S.C. § 13102(2) or any regulation, amendment or renumbered law by which the United States or any agency thereof defines a trucking broker and any applicable federal or state regulations, statutes, decisional law or administrative law. BROKER will arrange for the freight tendered by a shipper to be transported by CARRIER under the means, manner, method, and terms selected by the shipper or CARRIER, but BROKER is not engaged in the business of and will not act as a “Carrier,” “Motor Carrier,” or “Freight Forwarder,” as those terms are defined under 49 U.S.C. § 13102, and BROKER is not engaged in the business of and will not act as a “Rail Carrier” as that term is defined under 49 U.S.C. § 11706.

1.2 \_\_\_\_\_ is the “CARRIER,” and hereby agrees to transport freight identified by BROKER as requiring transportation services.

#### 2.0 TERM AND TERMINATION

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 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement. Either Party may terminate this Agreement for cause in the event that the other Party breaches or defaults in the performance of its obligations hereunder. In such instances, the non-breaching Party shall provide the other Party with written notice of the alleged breach or default, and shall allow said Party fifteen (15) calendar days to cure said breach or default. On the 16th day following the date of the above described notice, the non-breaching Party may terminate this Agreement as of that date, if the breach or default remains uncured. If any shipment within the scope of the Services remains in transit on the effective date of a termination of this Agreement, both Parties’ rights and duties under this Agreement shall remain in effect with respect to such shipment until it is delivered and all related invoices and claims are satisfied.

2.1 **CONTRACT CARRIAGE:** All Services performed by CARRIER pursuant to this Agreement shall be as a motor carrier of property in United States interstate or foreign commerce and shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). In connection with contract carriage services, BROKER and CARRIER hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness.

2.2 **RELATIONSHIP OF PARTIES:** The relationship of CARRIER to BROKER is that of an independent contractor. By this Agreement the Parties do not intend to provide for division of profits between CARRIER, BROKER and/or any SHIPPER, or to clothe BROKER and/or any SHIPPER with joint control over CARRIER’s performance of the Services, or otherwise to create a *de facto* or *de jure* joint venture, joint enterprise or partnership between CARRIER, BROKER and/or any SHIPPER. Under no circumstances shall employees or agents of CARRIER be deemed employees or agents of BROKER or SHIPPER, nor shall BROKER or SHIPPER be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of CARRIER.

2.3 NON-EXCLUSIVITY OF SERVICES: Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

### 3.0 LEGAL STATUS OF PARTIES AND SERVICES

3.1 REPRESENTATIONS: CARRIER represents and warrants that at all times during this Agreement it will act as a “motor carrier,” as that term is defined under 49 U.S.C. § 13102 and any applicable federal or state regulations, statutes, decisional law or administrative law. CARRIER further warrants that now and at all times during this Agreement it is duly registered, licensed, and authorized by the FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902, will maintain all necessary operating authorities and comply with applicable laws and regulations, and that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable laws and regulations.

CARRIER represents that it is in compliance with and shall maintain, during the terms of this Agreement, compliance with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers, qualification of drivers, transportation of Hazardous Materials, (including the licensing and training of Haz Mat qualified drivers, as defined in 49 F.C.R. §172.800, §173, and §397 *et seq.* to the extent that any shipments hereunder constitute Hazardous Materials; security regulations, Part 309.46 as well as any other regulations relating to Intermodal equipment; 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; and all applicable insurance, financial responsibility and surety laws and regulations including but not limited to workers’ compensation; as well as the FMCSRs, and any applicable state trucking regulations. CARRIER represents that it is not on alert status as to any BASIC under the DOT/FMCSA, CSA safety management system.

3.2 REPRESENTATIONS: BROKER represents and warrants that it is duly registered with the FMCSA and licensed to arrange for the transportation of freight pursuant to 49 U.S.C. § 13904 and license **MC-836339-B**. If such registration is no longer required in the future, BROKER represents and warrants that it meets the definition of “broker” found at 49 U.S.C. §13102(2) and shall function accordingly. The Parties shall render all Services in a competent and professional manner, and in accordance with all applicable federal and state laws and regulations of the jurisdiction(s) within which the Services are rendered. BROKER also warrants that it will maintain a surety bond or trust fund agreement as required by the FMCSA in the amount of \$75,000.00 or in such amount as may be amended from time to time and furnish CARRIER with proof of same upon request.

### 3.3 CARRIER SERVICES AND RESPONSIBILITIES

a. EQUIPMENT: CARRIER agrees to be solely responsible for the provision of the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. CARRIER is solely responsible for the operation of the equipment, actions of the driver, any persons associated with the operation of the equipment, transportation of freight, securement or any other aspect of actions of a motor carrier as that term is defined by law and herein. Nothing in this Agreement abrogates the responsibility of CARRIER to operate safely and in accordance with all law and good accepted best practices of a motor carrier.

b. BILLS OF LADING: CARRIER shall issue a bill of lading or receipt for the property it receives for transportation under this Agreement in compliance with 49 U.S.C. § 80101 *et seq.*, 49 C.F.R. § 373.101 (as well



as any addenda or modifications thereto), a/k/a the Carmack Amendment, for the property it receives for transportation under this Agreement. Except as otherwise permitted by Customer Specific Addenda, the Shipment Document shall show BROKER as the bill-to party for freight charges, but shall not show BROKER as the shipper, consignee or motor carrier, and shall not show any entity other than CARRIER as the carrier and the party in possession and control of the freight. Such a listing is not authorized by BROKER and if it should occur the listing shall not change BROKER'S status as a property broker or CARRIER'S status as a motor carrier. In no event shall the BROKER be listed or referenced on or be a party to the bill of lading. The terms and conditions of any bill of lading shall not operate to alter or modify the terms of this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible and/or liable for the freight when it takes and/or receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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. **SUBCONTRACTING:** CARRIER shall not subcontract, re-broker, double-broker, assign or interline any Services to third parties without giving prior notice to BROKER and obtaining BROKER's written consent. Any such subcontracting, with or without notice and consent, shall not affect CARRIER's responsibilities or liabilities to BROKER under this Agreement. As between BROKER and CARRIER, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on CARRIER) shall be borne solely and exclusively by CARRIER. The prohibition against subcontracting does not apply to a person leased to the CARRIER pursuant to the provisions of 49 C.F.R. Part 376. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier in lieu of payment to CARRIER. Additionally, the indemnity provisions contained within this Agreement in Article 8 of this Agreement regarding CARRIER'S liability for consequential damages for violation of this Section will apply.

d. **CARRIER'S OPERATING AUTHORITY:** All loads shall be hauled under CARRIER'S operating authority. CARRIER will notify BROKER immediately if any 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.

e. **SAFETY RATING:** CARRIER agrees to maintain a U.S. DOT safety rating or evaluation of "None," "satisfactory," "not rated," or whatever is the highest rating described by the U.S. DOT, FMCSA, CSA or equivalent governmental agency authority or evaluation method for the duration of this Agreement. Any changes in CARRIER'S safety rating requires immediate written notification to BROKER. CARRIER may not have an unsatisfactory or conditional rating under any rating system. If CARRIER'S rating becomes conditional or unsatisfactory, CARRIER is no longer authorized as a CARRIER under this Agreement. If CARRIER receives an alert status as to any BASIC, it must immediately notify BROKER by fax at (314) 588-7265, by e-mail at [LTILogistics@LTITrucking.com](mailto:LTILogistics@LTITrucking.com) and by regular U.S. Mail to 411 N. 10th Street, Ste. 500, St. Louis, MO 63101 and forward a copy of any alert status as to any BASIC, whether or not that BASIC is available for public viewing under any governmental website. CARRIER will not be permitted to be on BROKER'S approved list should CARRIER be on alert status as to two or more BASICS. Upon reasonable demand, CARRIER shall provide to BROKER copies of its DOT Operating Authority Policy of Insurance, including all endorsements thereto, Certificate of Insurance surety or financial responsibility.

f. PERSONNEL: CARRIER agrees that only drivers qualified under Part 391 of the FMCSRs and any applicable policies of BROKER will transport freight under this Agreement. CARRIER further agrees that it will maintain adequate internal procedures to evaluate its drivers through Pre-Employment Screenings, Driver Information Resource, the U.S. DOT Safety Management System, CSA, and any other official resources related to driver fitness, and ensure that its drivers are otherwise qualified under the FMCSRs and other applicable rules, laws, regulations, or policies throughout the duration of this Agreement.

g. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS: CARRIER is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: Transportation of Hazardous Materials, (including the licensing and training of 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; and maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

h. CARRIER shall pay all licenses, fees, taxes, fuel tax payments, tolls, road taxes, equipment use fees or taxes, equipment license fees, driver's license fees, and any other fees and fines that may be assessed on its equipment or operations pursuant to the Agreement.

i. CARRIER shall transport shipments to their specified destination without delay caused by anything within CARRIER'S control and with reasonable dispatch, unless a specified delivery date and/or time is communicated to CARRIER prior to the pickup of any individual shipment, in which case delivery shall be performed in accordance with the communicated schedule.

### 3.4 BROKER SERVICES AND RESPONSIBILITIES

a. SHIPMENTS: BROKER agrees to attempt to solicit and obtain freight transportation business for CARRIER pursuant to the terms of this Agreement, and to comply with all federal, state, and local laws and regulations pertaining to the brokerage services covered by this Agreement. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified. The Parties agree that BROKER'S responsibilities under this Agreement are limited to arranging for the transportation of a shipper's freight with CARRIER, and not actually performing the transportation services, possessing the freight, or controlling the means or methods of transport.

b. PAYMENT: BROKER shall pay CARRIER for services rendered in an amount equal to the rates and charges agreed to as set forth in Appendix A within thirty (30) days of BROKER'S receipt from CARRIER any and all invoices that must reflect that CARRIER delivered the freight to its final destination, as well as any other documentation requested by BROKER. In its sole discretion, BROKER may withhold compensation owed to CARRIER to satisfy claims or shortages arising out of this or other agreements between BROKER and CARRIER, or to satisfy advances made to, or on behalf of, CARRIER, or to satisfy any debt owed by CARRIER to BROKER or any of its subsidiary or related companies. BROKER'S right to withhold compensation shall arise only if the underlying claim or debt has not been acknowledged in writing by CARRIER within thirty (30) days of presentation by BROKER, or the claim or debt has neither been paid nor denied for a valid reason within ninety (90) days of presentation. BROKER'S withholding of compensation shall not allow or permit CARRIER to seek payment from BROKER'S customers, consignors, consignees, or any other third party, and CARRIER agrees that it shall not, under any circumstances, claim, demand, or pursue payment from BROKER'S customers, consignors, consignees, or other parties for transportation services provided hereunder.

c. BROKER shall not ask or in any way pressure CARRIER to violate any federal, state or other applicable law with regards to the performance of the Services. By arranging for transportation of shipments by CARRIER pursuant to this Agreement, BROKER represents and warrants that it has conducted due diligence with regard to the creditworthiness of SHIPPERS tendering such shipments, and that it vouches for same.

d. BROKER'S OPERATING AUTHORITY: If applicable, BROKER will notify CARRIER immediately if its 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.

#### 4.0 RATES, CHARGES, INVOICING AND PAYMENT

4.1 RATES: CARRIER shall be entitled to the rates and charges set forth in Appendix A attached hereto, the rate confirmation and/or load tender sheets from BROKER as its sole and exclusive compensation for rendering the Services (including any Services subcontracted to third parties or performed in a capacity other than as a motor carrier, with or without the notices and consents required under Article 13 hereto). No shipment tendered by BROKER to CARRIER within the geographic and commodity scope of this Agreement shall be subject to rates or charges set forth in any tariff or rate schedule maintained by CARRIER, unless those rates and charges are specifically set forth in the rate confirmation and/or load tender. Rates and charges set forth on the effective date of this Agreement shall not be changed except by following the amendment procedures set forth in Article 13. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, of tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

4.2 INVOICING AND PAYMENT: The Parties agree to the following for invoicing procedures, including electronic invoicing, payment due dates and any late payment penalties:

a. It shall be CARRIER's responsibility to promptly invoice BROKER for the freight charges owing to CARRIER.

b. It shall be BROKER's responsibility to invoice SHIPPERS for CARRIER's freight charges and BROKER's commissions or other fees, and to take necessary measures to collect such invoices.

c. All payments, whether involving a domestic or international shipment shall be made in U.S. currency and at U.S. rate of exchange. The provisions of 49 U.S.C. § 13707 are hereby waived and it shall be BROKER's responsibility to remit freight charges owed to CARRIER within thirty (30) days of CARRIER providing the invoices, bills of lading, and/or other requested documents documenting proof of delivery requested by BROKER to BROKER, regardless of any late payment or non-payment to BROKER by SHIPPERS.

d. CARRIER will have no responsibility for collection or payment of BROKER's commissions or other fees.

e. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading and proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER shall not seek payment from the SHIPPER.

f. If CARRIER alleges underpayment of applicable freight rates and charges by BROKER, or if BROKER alleges overcharges, over collection or receipt of duplicate payments by CARRIER, notice of such claims must be given in writing by the aggrieved Party to the other Party within one hundred eighty (180) days after delivery or the first attempted delivery of the involved shipment(s) by CARRIER. The Party receiving any such claim shall process it in accordance with the provisions codified at 49 C.F.R. Part 378 as of the Effective Date of this

Agreement. Any civil action or arbitration proceeding with respect to such a claim shall be filed within eighteen (18) months after delivery or the first attempted delivery of the involved shipment(s) by CARRIER.

g. There shall be no offsets against any invoice issued herein.

h. Failure on the part of CARRIER to meet original delivery appointments will result in a late fee of \$150.00 per day for each late appointment. For all missed pickups and deliveries without two hours notice by CARRIER, BROKER may assess a \$250.00 fee for each missed appointment.

#### 5.0 INSURANCE; BROKER BOND

5.1 BROKER shall at all times maintain a surety bond/trust in an amount no less than \$75,000.00. The form and terms of the bond shall be consistent with the provisions of FMCSA Form BMC 34 as that form was in effect on January 1, 2014.

5.2 CARRIER shall furnish BROKER with Certificate(s) of Insurance; financial responsibility or insurance policies providing thirty (30) days advance written notice of cancellation or termination; and unless otherwise agreed, subject to the following minimum limits; General liability \$ 1,000,000.00; commercial auto or commercial motor vehicle insurance (including hired and non-owned vehicles) \$1,000,000.00, (\$1,000,000.00 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies and financial responsibility shall comply with minimum requirements of the FMCSA and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible of any insurance policy or to limit CARRIER'S liability for contribution and/or indemnification and defense of the BROKER. A MCS-90 endorsement will be part of any insurance policy obtained by CARRIER, and all proper filings, including but not limited to the BMC-90 will be made with the applicable federal and state agencies.

5.3 CARRIER shall furnish to BROKER proof of insurance and operating authority upon execution of this Agreement. Upon either Party's request, the non-requesting Party shall furnish the requesting Party with certificates from the insurers or trustee evidencing such coverage and providing for not less than thirty (30) days' advance written notice of cancellation or non-renewal of coverage or trust, or shall cause the insurers or trustee to name the requesting Party as an additional insured or beneficiary for the sole purpose of receiving such 30-day advance written notices of cancellation or non-renewal.

#### 6.0 CARGO LIABILITY

6.1 Except as otherwise provided herein, CARRIER hereby assumes the liability of a motor carrier as provided in 49 U.S.C. § 11707, the Carmack Amendment, and all other applicable laws relating to the liability of a motor carrier for Cargo Loss, and all claims for loss, damage, and/or salvage will be handled and processed in accordance with that law. The CARRIER's liability for cargo loss or damage shall be governed by the provisions of 49 U.S.C. § 14706 in effect as of the Effective Date of this Agreement. Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement, except that if the claim is filed by BROKER it must be accompanied by proof (such as a signed power of attorney, a written assignment of the claim, or other evidence satisfactory to CARRIER) that the involved SHIPPER has granted BROKER full authority to resolve the claim. Claims must be filed with 9 months and any litigation on such claims must be commenced within two years, both as respectively permitted in 49 U.S.C. § 14706(e).

6.2 CARRIER shall provide Broad Form Motor Truck Cargo Legal Liability Coverage in an amount not less than \$100,000.00 per occurrence. 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, theft, driver error, or for any commodities transported under this Agreement, refrigeration breakdown or lack of refrigerator fuel. CARRIER's liability for cargo damage, loss, driver error, or theft from any cause for any one shipment shall not exceed \$100,000.00 unless CARRIER is notified by BROKER or SHIPPER of the increased value 24 hours prior to shipment pick up. 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. Coverage must be written with a CARRIER rated A- or better as rated by AM Best Company.

6.3 If SHIPPER loads and seals a trailer or semitrailer tendered to CARRIER without a representative of CARRIER inspecting and counting the cargo during the loading process, CARRIER shall be absolved of any liability for shortages or damage upon delivery of the trailer or semitrailer with the seal intact. CARRIER shall be similarly absolved if the seal was broken only at the direction and under the supervision of an agent for the Bureau of Customs and Border Protection or other governmental authority and CARRIER applies another seal to the trailer under the observation of said Customs and Border Protection agent and notes the new seal number on the uniform receipt or other shipping document.

6.4 If a SHIPPER preloads trailers or semitrailers and a representative of CARRIER is not present to verify cargo count or stowage adequacy during the loading process, the load shall be considered as moving on a "shipper's load and count" basis regardless of whether it is sealed or whether "SL&C" or a similar notation appears on the Uniform Receipt.

#### 7.0 REFUSED FREIGHT, SALVAGE, AND WAREHOUSE LIABILITY

7.1 The provisions of the most current version of the National Motor Freight Classification's Uniform Straight Bill of Lading governing refused freight, salvage and Carrier's status and liability as a Warehouse shall be incorporated by reference into this Agreement.

#### 8.0 INDEMNIFICATION

8.1 Except as otherwise specifically provided in Article 6 with regard to cargo loss and damage liability, CARRIER shall indemnify BROKER (including its respective employees and agents) and hold BROKER harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including reasonable legal fees) to the extent proximately caused by or resulting from the negligence or intentional acts of CARRIER, including its employees or agents, in connection with the performance of this Agreements or the Services, including suits or demands against BROKER which in any way relate to a claim of BROKER's liability or culpability for the actions of CARRIER, including negligent or improper hiring or retention of CARRIER, its employees (statutory or otherwise), agents, principals, officers, directors, assigns or anyone acting by or for CARRIER, for any aspect of the transportation of freight, public liability, personal injury, bodily injury, emotional or mental distress, wrongful death, loss of consortium, cargo liability or any claim or cause of action recognized by any state, municipality, county or any jurisdiction, administrative agency, or the Government of the United States. The previous sentence, however, shall not apply to the extent that such claims, liabilities, losses, damages, fines, penalties, payments, costs or expenses are proximately caused by or result from the negligence or intentional acts of BROKER, including its employees or agents. Each of the Parties agrees that, promptly after becoming aware of any exposure which the other Party may have under these indemnification provisions, such Party shall provide the other with written notice thereof, together with such other information as may be required to evaluate the other Party's obligations and liabilities under this Section.

#### 9.0 FORCE MAJEURE; LEGAL RESTRAINT

9.1 If either BROKER or CARRIER is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken by a court or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with Subsequent Notice of same no more than two Business Days after the onset of the conditions delaying or preventing performance.

#### 10.0 DISPUTE RESOLUTION

10.1 Any claim regarding overpayment or underpayment for transportation services provided pursuant to this

Agreement shall be presented by the party asserting the claim to the other party within sixty (60) days of discovery of the claim, but in no event will any such claims be asserted more than 180 days after the delivery of the shipment or shipments giving rise to any such claim. Claims shall be supported by appropriate documentation showing the amount of the overcharge or undercharge, as the case may be. The parties shall pay, deny, or make a firm compromise offer within 45 days of receiving the claim. Any civil action to recover overcharges or undercharges shall be instituted within 18 months of the date of delivery of the shipments comprising the overcharge or undercharge claim.

#### 11.0 CONFIDENTIALITY; BACK SOLICITATION

11.1 Except to the extent required by law, neither Party shall disclose to third parties (other than to freight bill auditors, prospective capital providers, and outside professionals, if such parties agree to similar confidentiality terms) either the terms of this Agreement or any confidential or proprietary information either Party learns about the other in the course of performing Services under this Agreement, including but not limited to software, business methods, customer lists, or the rates, valuation, origin, destination and consignee identity for any shipment within the scope of the Services. Except upon a material breach of this Agreement by BROKER, CARRIER shall refrain from directly or indirectly soliciting freight business during the term of this Agreement, or for 24 months thereafter, from any entity which tenders at least three shipments to CARRIER during the term of this Agreement. The Parties agree that a breach of this provision shall entitle BROKER to the full amount of commissions and/or compensation under the terms set forth in Appendix A that would have been due to BROKER had it arranged for the movement of said freight itself.

#### 12.0 FOOD SAFETY

##### 12.1 CARRIER RESPONSIBILITIES

a. CARRIER warrants that it is expected to maintain food quality and safety while food products are in its possession.

b. CARRIER shall ensure that all transportation equipment, as defined in applicable regulations if a regulated commodity, and in any event, including but not limited to the trailer and all items used to transport the cargo is clean, odor-free, dry, leak-proof, and free of contamination and infestation, and otherwise is safe to transport the commodities tendered. CARRIER shall ensure no transportation equipment has been used to transport poison, refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous.

c. Carrier shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and transportation equipment as defined in the applicable laws. CARRIER is responsible for all sanitary conditions during transport. CARRIER must review and comply with all instructions provided by SHIPPER, and confirm the vehicle and transportation equipment is in appropriate physical condition to transport the goods tendered, including but not limited to free from pest infestation and evidence of prior cargo which could render the shipment unsafe. In addition, if BROKER or SHIPPER instructions include refrigeration, CARRIER must verify the refrigerated area is prepared for safe transport of the goods, including but not limited to temperature maintenance and pre-cooling. CARRIER must also provide temperature data in an acceptable manner for the shipper and/or receiver of each shipment upon request. If BROKER or shipper instructions require a cargo seal, CARRIER is responsible for ensuring the seal is maintained. CARRIER shall apply all shipping instructions to future loads of the same commodity tendered by BROKER for the same SHIPPER, unless instructed otherwise in writing. CARRIER is responsible for providing delivery services within the deadline provided by SHIPPER for goods meant for human consumption.

d. CARRIER shall develop and maintain written procedures related to the safe transport of food products tendered to it by BROKER. CARRIER shall train its drivers and staff regarding safe transport of shipper's goods, shall keep records of its procedures and training, and shall make these records available to BROKER upon request for at least three years after services are last provided by CARRIER to BROKER under this Agreement, or, in the case of personnel, two years after the end of their employment with CARRIER. CARRIER shall maintain records of its cleaning, sanitizing, and inspecting of all vehicles and transportation equipment, and shall make these records available to BROKER upon request for at least three years after the record is created.

e. CARRIER shall take reasonable actions while goods are in transit to ensure transferring from one vehicle

or facility to another vehicle or facility is done in an appropriately secured environment. CARRIER shall exercise all reasonable care and initiative in the handling of the goods to ensure and protect against loss and damage during such handling.

f. If a shipment becomes contaminated or is otherwise rendered unsafe during any phase of its transport by CARRIER, CARRIER shall immediately provide notice to BROKER. Any such notice shall be provided first orally, as well as in written form according to the provisions of Article 13.2 below.

g. CARRIER shall have no salvage rights to refused shipments if the rejection is due to a food safety violation. CARRIER will be required to properly dispose of all goods rejected due to food safety violations in a manner to prevent the item from entering the commercial supply chain.

13.0 MISCELLANEOUS

13.1 GOVERNING LAW AND FORUM SELECTION: Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501(c) or other law, this Agreement shall be interpreted in accordance with the laws of the State of Missouri, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction. The Parties agree that any claim or dispute arising from this Agreement shall, to the extent allowed by law, be resolved by a court of competent jurisdiction located in St. Louis County, Missouri, and the Parties agree to submit to the personal jurisdiction of the courts located within St. Louis County, Missouri for the purpose of litigating all such claims or disputes.

13.2 NOTICES: Any Notice required or permitted under this Agreement shall be deemed sufficient if sent by prepaid first-class mail, by a nationally recognized overnight courier, or by facsimile transmission, if such Notice is sent to the address or fax number of, and marked to the attention of the individual noted in the signatory provision of this Agreement or to any other individual designated by the Party. Notices shall be considered to have been received by the addressee Party on the third Business Day after mailing, on the first Business Day after deposit with an overnight courier, or on the day a facsimile is transmitted if the sending machine produces written confirmation of a successful transmission. Each Party may change its designated contact, or update the contact information for such individuals, by Prior Notice to the other Party in accordance with this Article 13.2, and without formal amendment of this Agreement under Article 13.3. Any and all written or electronic notices required or permitted to be given under this Agreement shall be addressed as follows:

<p>(BROKER)</p> <p><u>LTI Logistics Services</u></p> <p><u>Attn:</u></p> <p><u>411 N. 10<sup>th</sup> Street #500</u></p> <p><u>St. Louis, MO 63101</u></p>	<p>(CARRIER)</p> <p>_____</p> <p><u>Attn:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
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13.3 ENTIRE AGREEMENT; AMENDMENTS: This Agreement represents the entire agreement and understanding of the Parties with regard to its subject matter. No prior understandings or agreements of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties before or after the Effective Date of this Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement in any way. Except as provided in Article 13.2 with regard to changes in Designated Contact information and listings, no amendment to this Agreement or Appendices attached hereto shall be valid unless it is set forth in writing, is marked with a unique amendment number, specifies the articles, sections and/or Attachments being amended, specifies an effective date for the amendments, and is signed by Designated Contacts of both Parties.

13.4 SEVERABILITY: To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.

13.5 WAIVER: Neither the failure of a Party to exercise any right, power or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall

Please initial \_\_\_\_\_

be binding on either Party unless it is in writing and signed by a Designated Contact of the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a Party's rights, powers and privileges under this Agreement or at law or in equity. This Agreement is for specified services pursuant to 49 U.S.C. § 1410(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

13.6 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. Assignment of this Agreement by either Party requires Prior Notice to and written Consent by the other Party. Neither Party shall unreasonably withhold Consent for an assignment by the other Party to an Affiliate of the assigning Party, provided that the Affiliate first agrees in writing to comply with all terms and conditions of this Agreement.

13.7 **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

13.8 **NO BROKER CONTROL:** Parties agree that BROKER will not assert any control nor have any right to control over a shipper's freight, including, but not limited to, taking possession of a shipper's freight, and BROKER shall not direct or control the routes taken by CARRIER in the transportation of a shipper's freight.

13.9 **CAPTIONS:** The captions and headings set forth in this Agreement are for convenience only. They shall not be considered a part of this Agreement, nor affect in any way the meaning of its terms and conditions.

13.10 **NO LIEN:** CARRIER shall have no lien, and hereby expressly waives its right to any lien on any cargo, freight, or property of BROKER or any of its customers, consignors or consignees.

WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the Effective Date first written above.

LTI LOGISTICS SERVICES, (BROKER)

\_\_\_\_\_ (CARRIER)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_