



New Carrier Setup Form

Carrier Name:			
Business Address		Street:	
City:		State:	Zip:
Contact Name:			
Phone Number:			
Cell Phone Number:			
Toll Free Phone Number:			
Fax Number:			
Email Address:			
Payee Address (if different)		Street:	
City:		State:	Zip:
Fed ID#			
MC#			
DOT#			
Equipment Type (check all that apply)		Van:	Reefer:
			Flat Bed:

Business References

Business Name:		
Nature of Relationship (Circle One): Customer Supplier		
Length of Relationship:		
Contact Name:		
Contact Phone Number:		
Contact Email Address:		

Business Name:		
Nature of Relationship (Circle One): Customer Supplier		
Length of Relationship:		
Contact Name:		
Contact Phone Number:		
Contact Email Address:		

BROKER - CARRIER AGREEMENT

This Transportation Agreement (the "Agreement"), is entered into this ____ day of _____, 20__ by and between Midlink Logistics, Inc., (hereinafter referred to as "BROKER") operating at 668 Angell Street, Schoolcraft, MI 49087 and _____ (hereinafter referred to as "CARRIER") whose registered address is _____.

WHEREAS, "BROKER" is a company that arranges with an operator to carry the goods of another person (or company), for compensation and by commercial motor vehicle and will be duly registered where required. Broker represents and warrants that it meets the definition of "broker" found at 49 U.S.C. §13102(2) and shall function accordingly.

WHEREAS, "CARRIER" is a person (or company) registered ("registered" means operating under authority issued by all applicable regulatory authorities) to carry the goods (property) of another person (or company) by commercial motor vehicle for compensation (copies of Operating Authorities are provided by Carrier to Broker. See the Carrier Packet Checklist – See Attachment 4). Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902.

WHEREAS, the name "SHIPPER" is the customer of the BROKER, and is also known but not limited to the names consignor, consignee and receiver.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities;

B. shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement;

C. makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;

D. agrees that if the Shipper inserts the BROKER's name as the carrier on a bill of lading, it shall be for the Shipper's convenience only and shall not change BROKER's or CARRIER's status as defined above;

E. will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. 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. In addition to the indemnity obligation in Paragraph 1, section H, CARRIER will be liable for consequential damages for violation of this Paragraph;

F. 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 Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs 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, agricultural, and other products, qualification and licensing and training, and safety 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 drivers¹;

G. 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;

H. CARRIER shall defend, indemnify, and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, and will pay, upon demand, whether or not there are allegations against Broker, any costs and fees arising from Carrier's performance or non-performance under this agreement, whether civil or criminal in nature, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. BROKER shall not be liable to the CARRIER for any claims, actions or damages due to the negligence or illegal acts of the CARRIER, or the shipper. The obligation to defend shall include all costs of defense as they accrue;

I. does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any state or provincial regulatory authority and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional;"

J. authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment;

K. has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly;

L. will, under no circumstances, render Services beyond the scope of its FMCSA registration (as it may be amended from time to time) unless the Services are exempt from legal requirements for such registration or authority.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER does not agree to solicit and obtain freight transportation business for CARRIER. The BROKER'S role is none other than a transportation intermediary. The BROKER is neither a Shipper or and asset-owning CARRIER. Neither will BROKER offer CARRIER any predetermined loads annually unless the Parties enter into a separately signed agreement referencing 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.

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER

¹ See also Attachment 1 – Hazardous Materials Requirements Addendum

requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference and will be kept on file in accordance with the BROKER's regular business practices.

C. RATES: Additionally, any rates shall be confirmed in writing. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference and will be kept on file in accordance with the BROKER's regular business practices. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT/INVOICING:

i. The Parties agree that BROKER is the sole party responsible for payment CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER hereunder. BROKER agrees to pay CARRIER's invoice, per Attachment 2 – Payment Terms, upon receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement and provided that CARRIER sends an invoice to BROKER within six (6) months of delivery. CARRIER acknowledges that BROKER may refuse payment for invoices received more than six (6) months after delivery. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may not seek payment from the Shipper or other party responsible for payment. CARRIER shall only seek payment from BROKER.

ii. Payment and other disputes are subject to the terms of Paragraph 4, section E, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

iii. Carrier shall be entitled to the rates and charges set forth in the rate confirmation, incorporated herein by reference, as its sole and exclusive compensation for rendering the Services. 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. Rates and charges set forth in the rate confirmation shall not be changed except by following the amendment procedures set herein.

E. BOND: If applicable, BROKER shall maintain a surety bond on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. 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.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid. CARRIER agrees that all shipments will be transported and

delivered with reasonable dispatch, or as otherwise agreed in writing. CARRIER will be responsible for insuring that it travels routes and on roads in a manner that is not in contravention of federal, state, and/or local laws. If a particular route is advised in the “special instructions” for a load, it is merely a suggestion and not mandatory and does not change the CARRIER’s role from that of independent contractor. If the CARRIER chooses to deviate from information in special instructions, it does so at its own risk.

B. **BILLS OF LADING:** CARRIER shall issue a Uniform Bill of Lading for the property it receives for transportation under this Agreement. 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. 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. **LOSS & DAMAGE CLAIMS:**

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, state, or provincial regulatory agency, for processing all loss and damage claims and salvage;

ii. To the extent that it does not contradict this agreement, CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms. In respect of cross border shipments originating under the uniform bill of lading in effect in the country of origin that the BROKER, on behalf of the SHIPPER, is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft and CARRIER waives the provisions of clauses 9 and 10 of the uniform bill of lading in effect in the country of origin.

iii. **Special Damages:** CARRIER indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.

iv. Except as provided in Paragraph 1, section E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. **Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.**

vi. 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.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 (\$5,000,000 if transporting hazardous materials, high value agricultural goods, and/or dangerous goods including environmental damages due to release or discharge of hazardous substances); cargo damage/loss \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable federal, state or provincial regulatory agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy. CARRIER **shall not** accept any loads without adequate and active insurance coverage as listed above.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party.

F. CARRIER REPRESENTATIONS: By signing this Agreement and accepting the load(s), CARRIER represents that it is qualified to take possession of and deliver the load(s) to the destination indicated. The CARRIER represents that it has not been taken out of service in the preceding five (5) years and that it does not have a history of unsafe driving, or an unsatisfactory safety rating as defined by the Federal Motor Carrier Safety Administration. CARRIER further represents that it will only assign drivers to this load(s) with good safety records and no history of being terminated or being cited for unsafe driving and/or criminal acts, including theft and reckless driving.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has **no control** of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision. 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.

B. FOOD MODERNIZATION SAFETY ACT: If applicable, Carrier represents that it is aware of the requirements of the Food Modernization Safety Act and relevant sanitary specifications and will maintain compliance with the Act throughout the duration of this Agreement. A Food Modernization Safety Act Acknowledgement is attached as Attachment 3.

C. 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.

D. WAIVER OF PROVISIONS:

- i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
- ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b), where applicable. 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.

E. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State claims, the Party's sole recourse (except as provided below) shall be to arbitration if requested in writing by the aggrieved Party within sixty (60) days of the notice of claim. The Parties may also mutually agree to mediation. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA) upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The arbitrator shall base the award on the terms of this Agreement, federal transportation law, including existing judicial and administrative precedence, and by the arbitration law of the Federal Arbitration Act, Title 9 U.S. Code. The arbitrator shall apply each in the order of precedence with the former having primary control. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the Arbitrator nearest the offices of the BROKER or such other place as mutually agreed upon in writing or directed by the acting arbitration association, provided, however, either Party may apply to a court of competent jurisdiction within the state of Michigan for injunctive relief. If the parties are unable to agree on an arbitrator, the parties shall each submit to the other a list of acceptable and qualified mediators or arbitrators in order of preference. The first name to appear on both lists shall be appointed the arbitrator. The arbitrator shall be reimbursed all expenses and compensated at his or her standard rate. Venue and controlling law for any such action shall be Kalamazoo County, Michigan. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

F. NO BACK SOLICITATION:

i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 36 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent 20% 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 by BROKER, including, but not limited to, reasonable attorney's fees.

G. CONFIDENTIALITY:

i. 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.

ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

H. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. NOTICES:

i. 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, if 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. Each Party may change its designated contact, or update the contact information for such individuals. 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. Notices shall be kept on file for eighteen months and one day subsequent to sending the notice or the applicable statute of limitations period (whichever is longer) if a legal claim may result from the issue underlying the notice.

ii. 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.

iii. 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.

J. CONTRACT TERM: The term of this Agreement shall be one year (unless otherwise stated in a signed addendum or spot load confirmation sheet, incorporated by reference and signed by the Parties, from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement. Clauses related to liability and confidentiality survive termination of this Agreement.

K. INVOICING PROCEDURES: Invoicing procedures (including electronic invoicing), payment due dates and any late payment penalties shall be as specifically set forth in Attachment 2 – Payment Terms. Except as otherwise provided in Customer-Specific Addenda with respect to particular Shippers, the Parties agree as follows:

(a) it shall be Carrier's responsibility to 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) it shall be Broker's responsibility to remit freight charges owed to Carrier within the time periods set forth herein, regardless of any late payment or non-payment to Broker by Shippers.

L. PRICING DISPUTES: 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.

M. CUSTOMS AND SECURITY:

(a) Carrier shall be responsible for ensuring compliance with customs and security laws that are applicable to motor carriers transporting goods either domestically in the United States or for import or export from or to the United States.

(b) Broker will ensure that the shipper and consignee of any freight tendered to motor carrier under this Agreement have complied with all customs and security laws of the United States and other country, as applicable, with respect to motor carrier transportation of goods either domestically in the United States or for import or export from or to the United States, including the preparation of all documents and the payment of all applicable fees required by a government agency.

(c) All payments, whether involving a domestic or international shipment shall be made in U.S. currency and at U.S. rate of exchange.

N. INDEMNIFICATION:

(a) Except as otherwise specifically provided herein with regard to cargo loss and damages, Broker and Carrier shall indemnify each other (including their respective employees and agents) and hold each other 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 the indemnifying Party, including its employees or agents, in connection with the performance of this Agreements or the Services. 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, untimely delivery, or intentional acts of the indemnified Party, including its employees or agents. Under no circumstances is the BROKER responsible for the actions or inactions of the CARRIER in performing the services herein (whether negligent or intentional). The CARRIER accepts full responsibility for the safety of the CARRIER, its agents and employees, and any other third parties while delivering the load. This clause is valid in so far as it does not contradict any of the other clauses herein.

O. 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.

P. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

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

R. ENTIRE AGREEMENT: Excepting any initialed attachments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. No amendment to this Agreement 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. 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.

S. GOVERNING LAW: 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 Michigan, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction.

T. 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 assigns. Assignment of this Agreement by either Party requires Prior Notice to and 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. Assignments are not permitted for spot loads, i.e. loads with no continuing load commitments.

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

V. 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.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

BROKER:	<u>MIDLINK LOGISTICS, LLC</u>	CARRIER:	_____
MC #	<u>781702</u>	MC #	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Company Address:	_____	Company Address:	_____
Fax:	_____	Fax:	_____
E-Mail:	_____	E-Mail:	_____
Phone:	_____	Phone:	_____
Authorized Signature:	_____	Authorized Signature:	_____

ATTACHMENT 1

HAZARDOUS MATERIAL REQUIREMENTS

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, BROKER and CARRIER agree that the following additional provisions shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. Additionally, CARRIER agrees to notify BROKER immediately upon any revocation or suspension of CARRIER’s state or federal hazardous material permits or registration as well as the suspension or revocation of CARRIER’s “Satisfactory” Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this Agreement.

2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver’s License to legally transport such shipments. CARRIER further agrees to comply with all federal, state, and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.

3. CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount no less than \$5,000,000 (U.S. Dollars) per occurrence. Such insurance policy shall name BROKER and CARRIER as insureds with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use, or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.

Broker:
 By: _____
 Date:_____

Carrier
 By: _____
 Date:_____

ATTACHMENT 2

Payment Terms

Remittance Address	Street:	
City:	State:	Zip:
Carrier Email Address:		
Factoring Company (Please send notice of Assignment):		
Factoring Company Remittance Address	Street:	
City:	State:	Zip:

Advance Policy (This section **MUST** be filled out...check all that apply)

No Advances to Company:	No Advances to Drivers:
No Advances to Dispatchers:	Advances May Be Given to Any Company Representative:

Advance Terms

1. MidLink can only issue an Advance upon confirmation from the shipper that the truck has been loaded.
2. \$25.00 will be deducted from your invoice for each Advance issued for anything other than unloading or pallets.
3. Carrier may be issued fuel advances up to 40% of agreed upon rate, with a maximum advance of \$2000. Please note, fuel advances are subject to management approval. Approval is not guaranteed.
4. All quick pay fees are subject to change at any time without prior notification.

Your selection will remain your permanent payment term until MidLink is notified in writing that you would like your terms changed. If this form is not completely filled out, signed and returned your default payment terms will be 30 days.

ALL PAYMENT TERMS ARE CALCULATED FROM THE DAY MIDLINK RECEIVES THE PAPERWORK.

Please check **ONE** of the following as your choice of standard payment terms

	30 Days: No Fees-check issued within 30 days of MidLink receiving paperwork.
	4% 1 Day (Payment via Com-Check): 4% service charge and com-check fees will be deducted from the gross truck rate. Upon MidLink receiving all paperwork a com-check will be issued by the close of business (5:00pm EST) the following business day. This will be my regular payment term. Quick Pay will not be guaranteed if there are any problems with the load such as incorrect paperwork, shortages, damaged product, late delivery, temperature issues, etc.
	2% 5 Days (Payment via Check): 2% service charge will be deducted from the gross truck rate. A check will be issued within 5 days of MidLink receiving your paperwork. This will be my regular payment term. Quick Pay will not be guaranteed if there are any problems with the load such as incorrect paperwork, shortages, damaged product, late delivery, temperature issues, etc.

Email address required for Com-Check: _____

ALL Paperwork Must Include the Following

1. Original BOL/POD signed by the receiver.
2. Any unloading or pallet receipts. (See Section 3.G of the Broker-Carrier Agreement for Terms and Conditions.)
3. Copy of MidLink Rate Confirmation.
All invoices must be sent to MidLink Accounting Remittance address, failure to do so may result in a delay of payment.

MidLink Logistics
PO Box 549
Schoolcraft, MI 49087

4. If you overnight or ship documents via UPS or FedEx, please send to our **physical address** at:

MidLink Logistics LLC
668 Angell Street
Schoolcraft, MI 49087.

Key points to remember

Please remember to submit all unloading, pallet and any other receipts when submitting your initial paperwork to avoid any reimbursement losses.

Once paperwork has been received and processed (whichever comes first via e-mail, fax or mail) no further adjustments can be made.

If you chose a Quick Pay option, PLEASE fax your paperwork to 888-785-9719 or email to quickpay@midlinklogistics.com, and then mail the originals.

Payment Terms Authorization Signature

Authorized Representative Signature

Print Name

Date

ATTACHMENT 3

Sanitary Specifications – Food Safety

April 2017

To whom it may concern:

In 2016 the Food and Drug Administration enacted a new series of rules under the Food Safety and Modernization Act. The new rules govern the sanitary transportation of food. In accordance with the requirements related to the Sanitary Transportation of Human and Animal Food, Midlink Logistics LLC is providing written sanitary specifications. These specifications (“Specifications”) apply to all carriers, vehicles, and equipment used to transport any human or animal food products (“Products”) on behalf of Midlink Logistics LLC.

1. The vehicles and equipment used to transport the Products must be in good working order, and adequate to accomplish the intended purpose in keeping with good health practices.
2. Any vehicle cargo compartment used to transport the Products shall be clean and free of any foreign contaminant including, but not limited to mud, rocks, debris accumulation, previously transported goods, pest infestations, and anything that may cause contamination or that may cause the Products to become unsafe during transportation (“Foreign Material”).
3. Any cargo compartment that has been used to transport hazardous chemicals will be rejected and will not be allowed to transport the Products.
4. Any cargo compartment must be free from food allergens which could unintentionally allow cross-contact with the Products.
5. If the carrier provides any transportation equipment including but not limited to bulk and non-bulk containers, bins, totes, or pallets, such equipment shall be clean, sanitary, and free from any foreign materials.
6. Any vehicle cargo compartment used to transport the Products shall be pre-cooled to the temperature indicated on the Bill of Lading.
7. Prior to loading the Products, you, as the carrier, will perform a sensory inspection by completing the following:
 - a visual inspection of the cargo compartment to ensure that the area is clear of any Foreign Materials and liquids,
 - a sensory inspection of the temperature and temperature settings, and
 - a sensory inspection for any off-odors.
8. Upon request, the carrier must provide Midlink Logistics LLC with a record showing the previous cargo transported in the cargo compartment.

9. The carrier must provide adequate training to personnel engaged in transportation operations that provide an awareness of potential food safety problems that may occur during food transportation, basic sanitary transportation practices to address those potential problems, and the above responsibilities of the carrier.
10. In the event that the cargo compartment or any transportation equipment does not comply with the sanitary specifications, the carrier will be required to sanitize the cargo compartment in a manner acceptable to Midlink Logistics LLC. If the cargo compartment was used to transport anything which may cause contamination either through cross-contact or by some other means, the carrier will sanitize the compartment using the following method.
 - All visible Foreign Materials will be removed.
 - All surfaces in the cargo compartment will be steam cleaned.

We appreciate working with you and all the efforts you take to ensure the safe and sanitary transportation of the Products. We know these requirements may be difficult at times, but like you, we are doing what is necessary to comply with the law. Please contact Midlink Logistics LLC with any questions or concerns.

Sincerely,

Midlink Logistics LLC
PO Box 549
Schoolcraft, MI 49087

Phone: 888-785-9725
Fax: 888-785-9719

Broker:

Carrier

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT 4

CARRIER PACKET ACKNOWLEDGMENT

Carrier acknowledges receipt of the "Carrier Packet," reviewed its documents and notices, and has executed and returned to Broker any information required.

CHECKLIST

1. **COMPLETED** New Carrier Set Up Form
2. **COMPLETED** Broker Carrier Agreement
3. **COMPLETED** Hazardous Material Requirements Notice
4. **COMPLETED** Payment Terms Form
5. **COMPLETED** Sanitary Specifications - Food Safety Requirements Form
6. **COMPLETED** W-9 Taxpayer Identification Number and Certification
7. Copy of Carrier Certificate of Insurance
8. Copy of Carrier Operating Authority

Dated this _____ day of _____ 20____.

CARRIER:

/s/ _____

Title

Company:

Corporate Address:

Telephone Number:

Email: