



687 CENTER AVE
P.O. BOX 758
PAYETTE, IDAHO 83661

TELEPHONE 208-642-2594
800-325-4107
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CARRIER INFORMATION

NOTE: We must have available in our office the following information on all carriers prior to loading

ALL REQUIRED INFORMATION ON THIS PAGE MUST BE COMPLETED AND FAXED OR EMAILED BACK

1. Certificate of insurance: Auto Liability (require 1,000,000)
2. Certificate of insurance: Cargo (require 100,000)
3. Copy of Operating Authority (s)
4. Signed W-9
5. Signed carrier and /or Broker Contract
6. Signed CARB Compliance (if applicable)

A faxed copy of the authority(s) and insurance will be acceptable to initiate transacting a load. However, before loading, the certificates of insurance must be issued from your insurance agent, with Service Transportation Inc. listed as certificate holder.

In addition to the above, please provide us with the following information:

Company name: _____ Office phone: _____

Contact Name: _____ Office Fax _____

Email address: _____

Mailing Address: _____

City: _____ State _____ Zip _____

Physical Address: (if same as above, write SAME): _____

Company Equipment: (ie, 53' van, or 48' flats, etc) _____

If applicable, please include your Factoring Company Name, Address and copy of their letter of Assignment:

BILLING AND PAYMENT INFORMATION

Please indicate the Service Transportation, Inc. reference number on your invoices. It is also required that we receive a legible copy (by fax or email) of the shipper's bill of lading; if we require an original bill of lading, it will be stated on the load confirmation sheet. Our payment terms are within 30 business days, with an average is 15 business days after receipt of Bills of Lading. Failure to comply with the above may result in a delay of payment.

SERVICE TRANSPORTATION BROKERAGE

CONTRACT FOR TRANSPORTATION OF PROPERTY BETWEEN A PROPERTY BROKER AND A MOTOR CONTRACT CARRIER

This agreement is entered into this ____ day of _____ 20__ by and between Service Transportation Brokerage, Licensed Property Broker, DOT 217 and MC 145513 here-in-after referred to as BROKER, and _____ a licensed Motor Carrier with DOT _____ and MC _____, here in -after referred to as CARRIER.

CARRIER represents and warrants that:

1. CARRIER is a Motor Carrier of Property, authorized to provide transportation of property under contracts with shippers and receivers and / or brokers of general commodities
2. CARRIER shall transport the property, subject to the terms of this agreement, solely as an independent contractor, under CARRIER's own operating authority.
3. CARRIER acknowledges if licensed for California, CARRIER is and will be compliant for the California Air Resource Board (CARB) regulations pertaining to all tractors and trailers (<http://www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm>)
4. CARRIER is responsible for its own insurance in accordance with federal law, and shall provide evidence that CARRIER has and will maintain, while this Agreement is in effect, cargo, personal injury and public liability insurance
 - a. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies, protecting BROKER from the risks identified herein, providing thirty (30) days of advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits:
 - i. Public and Public Vehicle Liability \$1,000,000; and
 - ii. cargo damage/loss \$100,000,
 - b. with Service Transportation Inc., PO Box 758, Payette, ID 83661 as certificate holder.
 - c. Nothing in this Agreement shall be construed to limit liability to the insurance limits set forth above.
 - d. Additionally, CARRIER acknowledges all responsibility to follow all Federal, State and local laws pertaining to **workers' compensation** insurance.
5. CARRIER will not re-broker, co-broker, subcontract, assign, interline or transfer 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. CARRIER shall not be released from any liability under this agreement. CARRIER will be liable for consequential damages for violation of this paragraph.
6. CARRIER is following all compliance, and shall continue to maintain all compliance, pertaining to all applicable Federal, State and local laws relating to 49 CFR sections 172.800, 173, and 397 et seq pertaining to, but not limited to driver training and qualifications, transporting Hazardous materials, security regulations, owner / operator lease regulations, loading and cargo securement regulations, driver safety regulations, sanitation, temperature, and contamination for perishable products, equipment maintenance and safety and in control of means and methods of transportation, and all applicable insurance laws and regulations including, but not limited to, workers' compensation.

CARRIER:

1. will notify BROKER immediately if CARRIER'S Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and / or if it is sold as an entity 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.
2. shall protect, defend, indemnify and hold BROKER harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fees, arising out of any of the CARRIER'S action or

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- omissions in the performance of this Agreement including, but not limited to, those described herein.
3. authorizes BROKER to invoice CARRIER'S freight charges to shipper, consignee or third parties responsible for payment, and assigns the right to collect freight charges. CARRIER shall invoice only BROKER for its (carrier) charges, contained in the load confirmation agreement.
 4. has investigated, monitored, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
 5. agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers.
 6. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid, or liquid, regardless of whether they meet the definition in 40 C.F.R sec 361.1 et. Seg
 7. shall issue a bill of lading in compliance with 49 USC 8010 set seq, and 49 CFR sec 373.101 for the property it receives for transportation under this Agreement from possession to delivery, providing a signed receipt, and shall be liable to the person so entitled to recover under a bill of lading.
 8. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo, shall not affect the liability of CARRIER; CARRIER'S liability shall be the same as a common carrier's liability under 49 USC sec 14706. In the event of conflict between the terms on a bill of lading and this Agreement, this Agreement shall control. CARRIER will not insert BROKER'S name on a bill of lading. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of the Agreements shall be controlled by the terms of this Agreement
 9. Notwithstanding the terms of 49 C.F.R. 370.9, BROKER, acting as a facilitator for BROKER'S Shipper customer, will submit freight loss and damage claims in compliance with 49 C.F.R 370.1 et seq to CARRIER within 12 months of delivery date or scheduled delivery, whichever is later.
 10. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C sec 14706
 11. may obtain maximum load factors, reduce the amount of excess line haul capacity, and obtain maximum efficiency of fuel use by commingling freight being transported under this Agreement with its common carrier operation, in accordance with DOT laws.
 12. has all responsibility for Hours of Service (HOS) and routing of drivers. BROKER will not direct any driver to violate Federal Hours of Service laws, nor are any suggested routing to be construed as absolute.
 13. shall not sell, auction, or otherwise salvage or dispose of any allegedly damages or compromised shipment without the prior written consent of BROKER or the shipper
 14. has authorized the person signing this Agreement to do so.
 15. The representations made herein are for the purpose of inducing BROKER to enter into this Agreement

BROKER RESPONSIBILITIES:

1. Broker agrees to solicit and make efforts to obtain freight transportation for CARRIER to the mutual benefit of CARRIER and BROKER. BROKER shall inform CARRIER of (a) the 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 by shipper. Any ROUTING given will be as asked, and is in no way to be construed as absolute.
2. CARRIER consents for BROKER to conduct all billing services to shippers. Additional rates for truckload or LTL shipments, or modifications or amendments may be established to meet changing market conditions, shipper needs, broker needs, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or; by fax/email) by both parties. Any such changes in rate shall automatically be incorporated herein.
3. 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 or rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to; stop-offs, detention, loading or unloading, fuel surcharges or other accessorial charges, released

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rates, or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the CARRIER and BROKER.

4. BROKER agrees to pay CARRIER for its services rendered hereunder, in accordance with rates set forth in the load confirmation agreement, within (30) days of receipt of CARRIER'S undisputed invoice, and original bill of lading if required, each freight bill to be accompanied by a signed delivery receipt.
5. Failure of BROKER to collect payment from BROKER'S customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER shall not seek payment from Shipper if shipper can prove payment to BROKER. BROKER may offset claims against CARRIER'S invoices.
6. BROKER shall maintain a surety bond/trust fund as required by law and on file with the FMCSA in the form and amount not less than that required by that Agency's regulations.
7. BROKER will notify CARRIER if BROKER'S Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and / or if it is sold as an entity or if there is a change in control of ownership for any reason
8. BROKER'S responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.
9. Venue, controlling law, and jurisdiction in any legal proceedings under this agreement shall be in the State of Idaho, Payette County.

BROKER as an independent contractor serves shipper and receiver customers on a continuing basis which have individually and/or collectively, varying and distinct transportation needs for shipments between and among various geographic points throughout the United States and Canada, which from time to time require dedication of equipment, refrigerated, containerized, bulk or other specialized equipment, short notice driver, equipment availability, driver loading/unloading requirements, timed loading/delivery scheduling, detention, overnight and weekend layover, LTL/TL, variable traffic/shipment levels, TL consolidation, protective service, stops in transit, direct driver dispatch, 24 hour dispatch and driver monitor, route instruction, scale requirements, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers, priority traffic and expedited service, special indemnification, auto liability insurance claims, credit and payment terms, ratemaking negotiability, mutual rate adjustment, rate and charge stigmatization and agreement, as well as electronic data interchange and for reasons BROKER, both derivatively for shipper customers and for itself, has unique, distinct and continuing transportation serve needs thought the Northern Hemisphere and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor contract carrier in order to serve the varied special, distinct and continuing transportation needs of itself and of its several shipper customers from origins to destination though out the country all of which form an integral part of the BROKER'S customer base of both shippers and motor carriers.

BROKER and CARRIER AGREE:

1. that at no time and for nor purpose shall it represent to any party that it is anything other than an independent contractor in CARRIER'S relationship to BROKER.
2. FURTHERMORE, this is a NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
3. In the event of default by CARRIER of any of the provisions of this Agreement, occasioned by CARRIER'S Bankruptcy, BROKER shall have the right to withhold and / or set off any payments owing to BROKER and / or received from shippers, which BROKER is obligated to pay CARRIER. Said right of withholding and / or set off is not an exclusive remedy and BROKER shall have and may exercise any and all other remedies it may have at law or in equity against CARRIER. Unless preempted by federal bankruptcy law, and unless otherwise controlled by Transportation laws, the laws of the State of Idaho shall be controlling in the event of defaults or disputes arising out of this Agreement.
4. Except as otherwise agreed to in writing by BROKER: during the term of the Agreement, and for a period of

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one (1) year following termination of this agreement, CARRIER agrees not to solicit business from, nor perform any transportation related services directly or indirectly on behalf of any of BROKER'S customers first introduced to CARRIER by BROKER, or through the performance of this Agreement.

5. In Addition to Confidential Information protected by law, statutory or otherwise, the CARRIER and BROKER agree that all of their financial and other proprietary, confidential or sensitive 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, that is shared or learned between the CARRIER and BROKER and their customers shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.
6. This Agreement is entered into for the mutual benefit of the parties, and shall be deemed to cover this and all shipments offered hereafter for as long as the contract is valid and in force.
7. Term: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) days written notice by either party at any time.
8. 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, by confirmed (electronically acknowledged on paper) fax or by email with electronic receipt.

ENTIRE AGREEMENT: Except for; billing, invoices , amendments (if any), and receipt of payment documents referred to above, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the parties and supersedes all prior agreements, arrangements, and understanding of the parties relation to the subject matter stated herein.

In the event that any part, or provision of this Agreement is by a Court of law or equity held to be illegal, unenforceable or in conflict with any applicable law or regulation, the validity of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held invalid.

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

CARRIER NAME: _____

ADDRESS: _____

CITY: _____ STATE: __ ZIP: _____

DOT # : _____ MC # _____ FED ID # _____

TITLE _____ Printed Name: _____

SIGNATURE: _____

SERVICE TRANSPORTATION BROKERAGE
PO BOX 758
687 CENTER AVE
PAYETTE, IDAHO 83661
BY ITS: PRESIDENT
E. TERYL ADAMS