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MC#19254 DOT#2964918 SCAC CODE: JYFG D&B#080575592

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J & F LOGISTICS CARRIER FORM

Welcome to JFL. We will need the following form filled out in order for us to update your company information and process your payments in a timely manner.

- 1) Signed Broker/Carrier Agreement (included in this packet);
- 2) Copy of Certificate of Insurance or Policy of both
- 3) W9 MUST SUPPLY YOUR OWN
- 4) Copy of Certificate of Insurance or Policy of your
- 5) Contract or Carrier Authority issued by FMCSA; fax : 513-784-9737
- 6) This form, completed with your information;
- 7) Factoring company address and phone number, if applicable; CARGO and LIABILITY insurance;
- 8) A voided invoice from your company;
- 9) Copy of broker authority from FMCSA, if applicable;
- 10) HazMat Certificate, if applicable; and WORKERS' COMPENSATION insurance;
- 11) Fax completed packet to 513-784-9737

Carrier Name:

Dispatchers:

Remit To Address: _____ City, State,
Zip _____

Physical Address: _____ City, State,
Zip _____

Phone (Local): _____ WATTS: _____

Fax: _____ Email Address: _____

Web Site: _____

Does your company use a dispatch service? ___ Yes ___ No (If yes, please complete line below)

Name of Dispatch Service _____

Phone of Dispatch Service _____

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Payment Terms:

Please indicate which of the following payment terms you would like to use. Your selection will remain as your permanent payment term until JFL Carrier Services is notified in writing that you would like your terms changed. If this form is not filled out, signed, and returned, then your payment terms will default to 45 DAYS.

All pay terms are calculated from the day JFL receives your complete and legible paperwork

Payment Terms: Please select ONE payment term as your regular payment term.

___ 30 Days – No fees – check mailed within 30 days of JFL receiving complete and legible paperwork. Please see the Invoice Information section of the Rate Confirmation for paperwork submission instructions. If original documents are required, please mail them. If originals are not required, please fax paperwork to 513-784-9737.

We allow invoices and bills of lading to be sent via fax, email, mobile device scanning. Sending paperwork via one of these methods will ensure we receive your documents the same day and will help you get paid faster. Before sending paperwork electronically, please check your JFL Rate Confirmation to be sure that original paperwork is not needed. This information can be found in the "Invoice Information" section of the Rate Confirmation. If the box is checked, then original documents are required and you must mail your paperwork to receive payment. All paperwork submitted must be complete and legible and include: - Invoice with your company name and address, and with your payment terms clearly indicated. JFL'S Rate Confirmation can serve as your invoice. Payment will be made according to terms printed on the Rate Confirmation, unless you indicate a different term on your invoice or Rate Confirmation - Original B.O.L./P.O.D. signed by the receiver. - Any unloading or pallet receipts with JFL authorization number printed on them.

Please fax agreement Allow 24 hours for processing 513-784-9737

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BROKER/CARRIER AGREEMENT

This BROKER/CARRIER AGREEMENT ("Agreement") is made by and between J & F LOGISTICS, LLC ("BROKER" or "JFL"), an Ohio limited liability company whose main office is located in Cincinnati, Ohio, and the motor carrier identified below ("CARRIER") (BROKER and CARRIER are collectively referred to as the "Parties" or individually as "Party"), and is effective on the date on which this Agreement is signed by CARRIER ("Effective Date").

CARRIER Legal Name: _____

CARRIER State of Incorporation / Entity Type: _____ (Examples: Georgia / Corporation, Ohio / LLC, Kentucky / Sole Proprietor)

CARRIER City and State of Main Office: _____ CARRIER FMCSA Operating Authority ("Operating Authority"): MC#: _____ DOT#: _____

WHEREAS, BROKER is licensed by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration ("FMCSA") in Docket No. MC-19254 to engage in operations, in interstate or foreign commerce, as a broker as defined in 49 U.S.C.A § 13102, arranging for transportation of freight (except household goods), and as a broker arranges transportation services for various shippers, brokers, consignors, consignees, motor carriers with broker authority, and other third parties (individually or collectively "CUSTOMER(S)"); and

WHEREAS, CARRIER holds the Operating Authority to engage in transportation as a for-hire carrier of property (except household goods) under contracts with shippers and receivers and/or brokers of general commodities, and shall transport said property under its own Operating Authority and subject to the terms of this Agreement, and CARRIER possesses the necessary competence, expertise, personnel, equipment, licensure, certifications, registrations, and any and all other resources and qualifications necessary to perform the Services (defined below) required in this Agreement in a legal, professional, and safe manner, and makes the representations in this Agreement for the purpose of inducing BROKER to enter into this Agreement; and

WHEREAS, BROKER, to satisfy some of the freight transportation needs of its CUSTOMERS, desires to use the services of CARRIER, on a non-exclusive basis, to pick-up, secure, transport, and deliver CUSTOMERS' freight in compliance with this Agreement ("Services").

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. TERM. The term of this Agreement ("Term") shall be one (1) year, commencing on the Effective Date, and such Term shall automatically renew for successive one-year periods, unless terminated by either Party. Either Party may terminate this Agreement on 30 days prior written notice, to the other Party, without cause, or as otherwise provided

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in this Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party for any breach of this Agreement.

2. CARRIER'S COVENANTS. In performing the Services, CARRIER agrees that it shall, at all times during the Term, and at its own expense, comply with the following covenants: (a) CARRIER shall provide a sufficient number of drivers, with enough available hours of service, to pick up and deliver the tendered load(s) within time frame(s) requested by BROKER and/or its CUSTOMERS, without violating the FMCSA hours of service regulations, set forth in 49 C.F.R. § 395.3, or any other Laws (defined below); (b) CARRIER shall maintain knowledge of and compliance with all federal, state, and local laws and regulations related to the Services ("Laws"), including, without limitation, those laws and regulations related to the transportation of Hazardous Materials, as defined in 49 C.F.R. §§ 172.800, .173, and .397; security; owner/operator lease and lease agreements; loading and securing of freight; implementation and maintenance of driver safety programs (including, without limitation, hiring, controlled substances, and hours-of-service requirements); sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; qualifying, licensing, and training of drivers; implementation and maintenance of equipment safety regulations; environmental or emissions programs in areas in which CARRIER operates, including, without limitation, California Transport Refrigeration Unit (TRU) and Airborne Toxic Control Measure (ATCM); and maintenance and exclusive control of the means and method of transportation, including, without limitation, performance of its drivers and all applicable insurance Laws. CARRIER certifies that any TRU equipment furnished will be in compliance with the in-use requirements of all of California's TRU regulations. CARRIER will be responsible for any and all fines assessed against any party, including BROKER, for CARRIER's failure to adhere, in whole or in part, to any ARB/ACTM regulation or any other Laws. BROKER is an equal opportunity employer and federal contractor; thus, if CARRIER provides Services subject to a federal contract, then CARRIER agrees that, to the extent applicable: (1) CARRIER will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a); and (2) CARRIER and its subcontractors shall abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. (c) CARRIER shall perform the Services with the highest quality of professional skill and care demanded in the transportation industry, with due diligence, and in the best interest of and to the satisfaction of BROKER and CUSTOMERS, each of which shall be determined by BROKER in its sole discretion. (d) CARRIER bears the ultimate and exclusive responsibility to manage, govern, discipline, direct, and control its employees, agents, contractors, owner/operators, leases, and equipment in compliance with all Laws. CARRIER and BROKER agree that the safe, legal, and proper operation of the CARRIER and its drivers shall supersede any requests, demands, preferences, instructions, or

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information provided by BROKER or CUSTOMERS with respect to any shipment; and if any employee of BROKER or CUSTOMERS requests, demands, or instructs CARRIER to do any act in violation of any Laws, CARRIER shall immediately contact BROKER. (e) CARRIER shall notify BROKER immediately if its Operating Authority is revoked, suspended, downgraded, negatively affected, or rendered inactive for any reason, and/or if CARRIER or any related entity is sold, rights or interests assigned, if there is a change in control of ownership, and/or any insurance required by this Agreement is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. If CARRIER performs any Services without proper Operating Authority, then it shall defend, indemnify, and hold BROKER, CUSTOMERS, and related parties harmless under the terms of Section 10 of this Agreement. (f) CARRIER authorizes BROKER to invoice CARRIER's freight charges to shippers, consignees, or third-parties responsible for payment.

3. BROKER'S COVENANTS. BROKER warrants and represents that it has authority to tender its CUSTOMERS' freight for transportation under this Agreement.

4. COMPENSATION. CARRIER agrees to perform the Services for BROKER, under CARRIER's Operating Authority exclusively, at a rate mutually agreed upon in writing, by fax, or by Electronic Communications (defined in Section 20), contained in a JFL Rate Confirmation ("Rate Confirmation"), which shall be incorporated into this Agreement. Additionally: (a) Any agreed upon rates must be confirmed in a Rate Confirmation or other writing. Rates or charges that are not identified on the Rate Confirmation, which may include, without limitation, stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, including, without limitation, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed upon in a writing signed by both Parties. (b) As a condition to payment, CARRIER shall submit complete and legible invoices, clean bills of lading, and signed loading or delivery receipts for all Services. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's invoices related to the Services and that, under no circumstance, will CARRIER contact and/or seek payment from any shipper, consignee, CUSTOMER, or any other party responsible for any payment related to the Services. CARRIER waives any right to collect from CUSTOMER, consignor, or consignee if BROKER has been paid. (c) BROKER and CARRIER shall use commercially reasonable efforts to verify the accuracy of all freight charge billings tendered by BROKER to CUSTOMERS for the Services performed by CARRIER. BROKER shall have the right to audit, from time to time, CARRIER's freight charges and CARRIER shall fully cooperate with any audit. BROKER is not required to disclose its commission or brokerage revenue, and CARRIER waives its right to receive, audit, and/or review information and documents to be kept as provided in 49 C.F.R. § 371.3. (d) Except in the case of force majeure, CARRIER is responsible for any and all additional costs incurred by BROKER when replacement and/or cover Services are required arising out of CARRIER's failure to perform the Services as agreed. (e) CARRIER hereby expressly waives its right to any lien on any freight or other property of CUSTOMERS, except warehouseman lien rights that are exercised in strict compliance with this Agreement. In any claim by CARRIER against BROKER relating to this Agreement, BROKER's liability shall be limited to the lesser of

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either (i) the freight costs for the particular load as confirmed in writing or (ii) direct damages, but shall not include consequential, incidental, special, or punitive damages.

5. DOT SAFETY RATING. CARRIER represents and warrants that it does not have an "Unsatisfactory" safety rating issued by the FMCSA, and shall notify BROKER in writing immediately if its safety rating is changed in any way, including, without limitation, a change to an "Unsatisfactory," "Conditional," "Unfit," or "Marginal" rating. Under no circumstances is a carrier allowed to provide services if their safety rating falls to unsatisfactory. CARRIER shall be responsible for any and all liability and damages asserted against or imposed on BROKER or CUSTOMERS arising out of CARRIER's violation of this Section, including, without limitation, attorneys' fees, expert costs, and all other related costs.

6. INSURANCE. At all times during the Term, CARRIER shall obtain and maintain in effect the following types and amounts of insurance coverage from reliable insurance companies having an AM Best rating of A-VII or better: Automobile ("Auto") liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000; \$5,000,000 per incident if transporting hazardous materials including coverage for environmental damages and remediation arising out of the release or discharge of hazardous substances; cargo damage/loss \$100,000; Commercial General Liability insurance, in a limits not less than \$1,000,000, per occurrence, and workers' compensation with limits required by applicable state law. It is the sole responsibility of CARRIER to ensure compliance with the above limits at all times during the Term. All such insurance shall be written and be required to respond and pay prior to any other available coverage of BROKER, CUSTOMERS, or any other party. CARRIER shall also comply with the following: (a) Except as specified above, all insurance policies shall comply with the minimum requirements of the FMCSA and any other Laws. Insurance certificates furnished by CARRIER to BROKER are an affirmative representation by CARRIER that CARRIER complies with the insurance requirements set forth in this Agreement and all Laws. Nothing in this Agreement shall be construed to limit liability of the CARRIER to the insurance limits set forth above, nor shall any exclusion, declaration, or deductible amount in any insurance policy absolve CARRIER from financial liability for any loss or damage. It is CARRIER's sole responsibility to abide by the terms and conditions of its insurance policies, and CARRIER shall indemnify, defend, and hold BROKER and CUSTOMERS harmless from any and all liability or claims that arise from or are related to CARRIER's failure to maintain such coverage or abide by the terms and conditions of such policies. (b) CARRIER shall furnish BROKER with a certificate of insurance, in a form satisfactory to BROKER, to prove that each coverage specified in this Section 6 is in effect and properly maintained and that neither BROKER nor its CUSTOMERS are obligated to pay premiums for any such insurance. Each certificate of insurance shall name BROKER as certificate holder, additional insured, and loss payee, with a waiver of subrogation in favor of BROKER and CUSTOMERS. In addition, when available, CARRIER shall obtain an automatic additional insured endorsement which shall apply to BROKER. CARRIER must provide BROKER with at least 30 days advance notice prior to cancellation, change, or non-renewal. (c) CARRIER

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shall pay all premiums and deductible amounts under any applicable insurance policies. Upon request by BROKER, CARRIER shall provide a complete copy of all applicable policies along with any exclusions, exemptions, or riders that are not depicted in the governing certificate of insurance. In addition, by signing this Agreement, CARRIER expressly grants BROKER the authority to obtain an actual copy of the policies in effect at the time of any loss directly from CARRIER's insurance company(ies), and further authorizes its insurance company(ies) to release to BROKER any and all of CARRIER's insurance policies requested by BROKER. In the event any issues arise with respect to CARRIER's insurance, CARRIER agrees to cooperate to the fullest extent possible with BROKER to obtain such information or facilitate communication. CARRIER grants BROKER the right to contact and communicate directly with its insurance company(ies) to the fullest extent of CARRIER's rights. (d) CARRIER shall only utilize vehicles that carry the above specified limits, and that are licensed, identified, and insured under CARRIER's own name and insurance policies. CARRIER is fully liable for any loss or damage not covered by insurance, and agrees to indemnify, defend, and hold BROKER and CUSTOMERS harmless from and against any such loss or damage regardless of the vehicle used on any shipment tendered to CARRIER by BROKER.

7. HAZARDOUS MATERIAL. If CARRIER accepts BROKER's tender of a load to transport any shipment required to be placarded under Laws for hazardous materials ("Hazmat"), then the additional provisions in Appendix A, including additional insurance requirements, shall also apply for each and every such shipment.

8. CARGO LIABILITY AND CLAIMS. CARRIER shall issue a bill of lading, listing itself as the motor carrier, in compliance with 49 U.S.C. §§ 80101-16, 49 C.F.R. §§ 373.101-.105, .201 (and any amendments thereto), for the property it receives for transportation under this Agreement. CARRIER is fully responsible and liable for the freight once in possession of it, and the trailer(s) is loaded, even partially, regardless of whether a bill of lading has been issued, signed, and/or delivered to CARRIER. CARRIER's responsibility/liability shall continue until proper and timely delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt evidencing successful delivery. The Parties also agree as follows:

Any terms of the bill of lading (including, without limitation, payment terms, limitations of liability, stamped terms, etc.) that are inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. CARRIER's failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo shall not affect liability of CARRIER. Under no circumstances shall CARRIER execute a bill of lading or any other document which represents or holds out BROKER as the party responsible for the transportation or delivery of freight. (b) If a consignee refuses a shipment, or CARRIER is unable to deliver it for any reason, CARRIER's liability as a warehouseman shall not begin until CARRIER has provided BROKER with 24-hour prior written notice of request for direction, and if no other direction is received, either has placed the shipment in a

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BROKER-approved public warehouse, or in CARRIER's terminal or storage facility utilizing reasonable security measures. (c) CARRIER shall comply with 49 C.F.R. §§ 370.1-.11 and any amendments, applicable regulations adopted by the FMCSA, and/or any other Laws relating to processing freight loss and damage claims and salvage. In the event goods are compromised or otherwise damaged, BROKER or its CUSTOMER, in its sole discretion, may determine whether the goods are salvaged, and if salvageable, the value of the salvageable goods. (d) Except as otherwise provided in this Agreement, all liability standards, time limitations, and burdens of proof regardless of whether the CARRIER has common or contract Operating Authority shall be governed by common law applicable to common carriers and by the Carmack Amendment codified in 49 U.S.C. § 14706. CARRIER agrees to accept notice of a claim in the form issued by BROKER, including electronic or facsimile transmission. (e) Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall acknowledge a claim within 30 days of receipt, and pay, decline, or make a settlement offer in writing on all cargo loss or damage claims within 60 days from the receipt of the claim. Failure of CARRIER to pay, decline, or offer settlement within this 60-day period shall be deemed an admission by CARRIER of full liability for the amount claimed and a breach of this Agreement. Notwithstanding any other provision in this Agreement, BROKER reserves the right to offset any claim(s) with CARRIER's pending invoices.

9. INDEPENDENT CONTRACTORS. The relationship between BROKER and CARRIER shall, at all times, be that of independent contractors. As independent contractors, the Parties agree as follows: (a) No terms or conditions of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. (b) CARRIER and any of its approved carriers or agents shall employ, pay, supervise, direct, discipline, discharge, and assume full responsibility and control over all persons required for CARRIER's performance of the Services. BROKER has no right to discipline or direct the performance of any driver and/or employee, contractor, subcontractor, or agent of CARRIER. Under no circumstances shall CARRIER or any of its approved carriers, agents, or employees be deemed to be or hold themselves out as employees of BROKER or CUSTOMERS. (c) CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, or information from BROKER or CUSTOMERS with respect to any shipment at any time. (d) CARRIER agrees that a shipper, consignor, or consignee's insertion of BROKER's name as the carrier on a bill of lading is without authorization and in error and shall be for the shipper, consignor, or consignee's convenience only and shall not change BROKER's status or liability as a property broker only, nor CARRIER's status as a motor carrier. (e) CARRIER agrees that any driving directions or routing instructions to or from a CUSTOMER's location given by BROKER are for informational purposes only. It is CARRIER's sole responsibility to ensure the directions are appropriate with regard to equipment, route, and safe operation of the vehicle(s), and CARRIER assumes and is fully and exclusively responsible and liable for the route CARRIER actually takes while performing Services. (f) CARRIER assumes and is fully and exclusively responsible and

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liable for any and all contributions, benefits, taxes, and any other payments which might be expected in an employer-employee relationship, which includes, without limitation, the payment of the following items: any and all taxes under the Laws (including payroll taxes), taxes for unemployment insurance, pensions, workers' compensation, and social security for each and every person engaged in CARRIER's performance of the Services. BROKER is not liable for any obligations specified above and CARRIER shall indemnify, defend, and hold BROKER and CUSTOMERS harmless from any claim, liability, interest, fines, or penalties imposed or asserted against BROKER or CUSTOMERS for any such obligations. (g) BROKER reserves the right to track any or all shipments with or without CARRIER's knowledge.

10. INDEMNIFICATION. CARRIER agrees to defend, indemnify, and hold BROKER and CUSTOMERS harmless from and against any and all claims or liability (including, without limitation, Workers' Compensation claims), arising out of or in any way related to CARRIER's negligence, willful misconduct, acts, omissions, or performance or failure to perform under this Agreement, including, without limitation, claims or liability for cargo loss and damage, theft, delay, damage to property, and bodily injury and/or death. Except for Workers' Compensation claims, CARRIER shall not be required to indemnify any party (including BROKER) for claims or liability that are directly and solely caused by the negligence or willful misconduct of that party.

BROKER'S ACCOUNTS. CARRIER agrees to treat all BROKER's CUSTOMERS as BROKER's accounts during the Term, making no contact with CUSTOMERS except the minimum level of contact necessary to perform the Services. If this Agreement is terminated for any reason, CARRIER shall not solicit freight or provide transportation services to any CUSTOMERS for a period of 12 months after the termination date of this Agreement. If CARRIER solicits freight or provides transportation services to any CUSTOMERS in violation of this Section, then, in addition to any other remedies available under the law (including punitive damages), CARRIER shall also be liable to BROKER for all costs and expenses incurred in enforcing this Section, including, without limitation, court costs and attorneys' fees. This Section shall not apply to CUSTOMERS for whom CARRIER has (without the assistance of, introduction by, or involvement in any way of BROKER) performed transportation services in the twelve (12) months immediately preceding the Effective Date, which must be proved in writing.

12. CO-BROKERING. CARRIER is prohibited from brokering, re-brokering, co-brokering, subcontracting, transferring, trip leasing, assigning, or interlining the transportation of shipments to any other person or entity conducting business under an operating authority different from CARRIER's Operating Authority without advance written authorization from BROKER. If BROKER becomes aware of such prohibited activity by CARRIER prior to payment of any compensation otherwise due CARRIER, then BROKER may withhold payment to CARRIER and instead pay appropriate compensation to the motor carrier that actually transported the shipment. Any subcontracting or brokering of any shipment by CARRIER to any third party shall be deemed an assignment of CARRIER's right to be compensated for that shipment to the third party. Upon BROKER's

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payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. CARRIER will be liable for any and all losses or damages (including reasonable attorney's fees and costs) for violation of this Section.

13. WAIVER AND DISCHARGE. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the waiver of the right of either Party to enforce such provision in the future or in any way to affect the validity of this Agreement or any part of this Agreement. To the extent that terms and conditions in this Agreement are inconsistent with Part (b), Subtitle IV of Title 49 U.S.C. (ICC Termination Act of 1995) (the "Act"), the Parties expressly waive any or all rights and remedies they may have under the Act.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing, signed by or on behalf of the Party giving the notice, and sent to the other Party at its main office listed above via certified U.S. Mail, overnight courier with delivery receipt, or facsimile with machine printed proof of delivery.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Ohio, except to the extent that federal transportation laws and regulations preempt those laws, without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. The Parties consent to the exclusive jurisdiction of the state court located in Hamilton County, Ohio, waive any objection to the jurisdiction of that court, and agree that any dispute between the Parties, including, without limitation, those arising under or related to this Agreement, shall be brought in that court, which shall have exclusive jurisdiction over such dispute. The prevailing Party in any lawsuit between the Parties shall be entitled to all reasonable expenses, attorneys' fees, and costs (including court costs).

16. ENTIRE AGREEMENT. This Agreement and its Appendices constitute the entire agreement between the Parties. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and no extrinsic evidence may be introduced to reform or change this Agreement in any judicial or equitable proceeding arising out of this Agreement. Any changes to this Agreement must be in a writing executed by both Parties.

17. INVALIDITY OF PROVISIONS / SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such a manner as to make such provision valid, legal, or enforceable.

18. ASSIGNMENT AND DELEGATION. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties; provided, however, that no assignment of rights and no delegation of duties under this Agreement shall be

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effective without the prior written consent of the other Party. Notwithstanding anything to the contrary in this Agreement, BROKER may assign this Agreement, whether in whole or part, without CARRIER's consent, to any entity which controls, is controlled by, or is under common control with BROKER or which acquires all or substantially all of the assets or ownership interests of BROKER, provided that said assignee assumes, in full, the obligations of BROKER under this Agreement.

FACTORING. CARRIER shall provide BROKER written notice of any assignment, factoring, amendment, or other transfer of its right to receive payment arising under this Agreement ("Pay Assignment") at least thirty (30) days prior to the effective date of such Pay Assignment, which may affect BROKER's payment obligations. BROKER is not obligated to honor any Pay Assignment unless such notice is proper and timely received. At minimum, each written notice shall include the name and address of the factoring company, assignee, or transferee; date signed; date Pay Assignment is to begin; and the terms of the Pay Assignment. Notice is considered delivered upon receipt of written notice by BROKER. BROKER shall have the right to ask for, and CARRIER shall be obligated to furnish, any further documentation BROKER requires in order to satisfy BROKER as to the authenticity and requirements of the Pay Assignment. BROKER's payment obligations shall not be subject to more than one Pay Assignment at any one time. Any and all Pay Assignments are taken subject to all the terms of this Agreement regardless of when or if BROKER receives a notice of Pay Assignment. CARRIER shall indemnify, defend, and hold BROKER and CUSTOMERS harmless from and against any and all lawsuits, claims, actions, and damages (including reasonable attorneys' fees, costs, liabilities, and liens) arising from, imposed upon BROKER in connection with, or in any way related to any Pay Assignment. If CARRIER wants to terminate a Pay Assignment, a written release from the CARRIER and the Pay Assignment's assignee, in a form satisfactory to BROKER's counsel, must be received by BROKER specifying the terms and date of release. If CARRIER fails to comply with any one of the requirements of this Section, then CARRIER releases and waives any and all right, claim, or action against BROKER and CUSTOMERS for any amount due and owing under this Agreement.

20. ELECTRONIC AND FAX COMMUNICATIONS. The disclaimer set out below applies to any and all electronic communication, as defined below, with BROKER: (a) During the Term, the Parties anticipate that they will exchange materials and information in electronic form whether through websites, e-mail, fax, or other electronic means (collectively "Electronic Communications"), and each Party consents to receiving Electronic Communications related to the Services. (b) While BROKER has taken reasonable steps to ensure that all information contained in Electronic Communications is current and accurate, it cannot guarantee the accuracy or currency of the information. (c) Under no circumstances will BROKER be liable for, and CARRIER hereby expressly waives and releases BROKER from, any liability for any loss or damage caused by computer viruses, Trojans, worms, or similar programs. (d) Electronic Communications may contain information that is confidential and subject to legal privilege. Such Electronic Communications are intended solely for the individual or entity to whom it is

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addressed and to others who have the authority to receive it, and CARRIER may not, under any circumstances, disclose, copy, or distribute the information without BROKER's written consent. (e) BROKER does not make any representation regarding any links and does not endorse the products and/or services that may be offered from or through any link. BROKER accepts no responsibility for the content or use of information contained in any link. (f) Unless otherwise noted, Electronic Communications are subject to intellectual property rights of BROKER. Use of the content in web pages, electronic or written publications, smartphone applications, or any other media and/or words, phrases, names, designs, or logos that are BROKER's trademarks are prohibited without the express written permission of BROKER. (g) BROKER disclaims all implied warranties, including, without limitation, warranties of compatibility, security, and accuracy, and BROKER will not be liable for any special, indirect, consequential, or punitive damages of any kind arising out of the use of Electronic Communications by CARRIER. (h) All information contained in Electronic Communications pertaining to products and services and their terms and conditions is subject to change without notice. (i) By providing an email address to BROKER, CARRIER is expressly opting-in to BROKER's promotional email distribution list. CARRIER can opt-out at any time by contacting BROKER via telephone, email, or mail. (j) CARRIER understands that all calls to or from BROKER may be recorded, and CARRIER consents to being recorded during any and all calls with BROKER. CARRIER waives and releases BROKER from any liability or claim related to calls with BROKER being recorded, and waives any right to obtain a copy of such recording to the extent any such right exists under the law.

21. CONFIDENTIALITY. In addition to confidential information protected by law, whether statutory or otherwise, the Parties agree that all of their financial information and that of CUSTOMERS, including, without limitation, freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, amounts of freight charges paid, freight volume requirements, as well as related CUSTOMER information, CUSTOMER shipping or other logistic requirements shared or learned between the Parties and CUSTOMERS shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent by the Parties. If confidentiality is breached, the Parties 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 available, to an injunction restraining the violating Party from further violation of this Agreement. If BROKER prevails in any such litigation, then BROKER shall be entitled to recover all costs and expenses incurred, including, without limitation, reasonable attorneys' fees.

GENERAL CARRIER DUTIES. CARRIER agrees as follows: (These duties are in addition to any other duties required in this Agreement) (a) Drivers shall check in with BROKER every day (including Saturday, Sunday, and holidays) between 8:00 a.m. and 9:00 a.m. EST, giving their current location and load temperature. (b) CARRIER shall call BROKER immediately to report any problems related to the Services. BROKER is available 24 hours a day, 7 days a week, 365 days a year. (c) CARRIER shall report any overage, shortage, or damage at loading or delivery to BROKER immediately upon becoming

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aware of such overage, shortage, or damage, and CARRIER assumes all liability for failing to so notify BROKER. (d) CARRIER is responsible for any damage or loss to the product, shipment, or its packaging, and any and all shortages. (e) If any payment for lumper services (loading/unloading) is agreed upon between BROKER and CARRIER, CARRIER must supply a legible unloading receipt with lumper's full name, address, and contact information accompanied by the BROKER's authorization number assigned to this particular load. Unless CARRIER provides this information within 24 hours of delivery, CARRIER will not be reimbursed for lumper costs. (f) For all pallet exchange loads, the number of pallets in and out must be clearly notated on the original bill of lading. (g) All loads tendered to CARRIER require exclusive use of trailer space solely for the freight related to that particular load, unless otherwise agreed in writing with BROKER. CARRIER assumes all liability, including, without limitation, any costs incurred by BROKER, caused by CARRIER loading any unauthorized freight on a load. (h) Any costs incurred by BROKER due to CARRIER being late for pick-up or delivery appointments may be charged to CARRIER. (i) Any product which must be disposed of must have prior consent from BROKER before being disposed of by any party. If a load is disposed of without prior written consent from BROKER, CARRIER is liable for the entire value of the load, plus any other associated damages. CARRIER is also required to remit to BROKER any funds received from salvage and/or insurance. (j) Before loading begins, CARRIER's driver must have a sufficient number of load locks or other suitable cargo securing devices to secure the load. (k) Loads that are sealed at the shipping point are to remain sealed until an authorized person at the receiver breaks the seal. If the seal is broken by an unauthorized person, CARRIER shall be fully liable for either (i) the invoice amount to CUSTOMER or (ii) the cost of the product, whichever is greater, plus any other expenses arising from or related to the unauthorized removal of the seal. (l) CARRIER shall provide a trailer that is in sound mechanical and structural condition, and is clean, dry, free of defects, and suitable in all respects to accept, load, and transport the shipment. (m) CARRIER shall not, unless expressly authorized to do so by BROKER, contact or communicate directly with CUSTOMER. This includes CARRIER's agents, representatives, heirs, or assigns. This Section 22(m) shall not prohibit communication with dock workers, as long as such communication is limited to the minimum amount of communication necessary to perform the Services for that load. (n) CARRIER's drivers shall not, under any circumstances, use a cellular phone, whether by talking, texting, or otherwise, while operating a vehicle related to the Services.

23. CARRIER DUTIES FOR REFRIGERATED LOADS. In order to fulfill shipper delivery and tracking requests, if CARRIER accepts BROKER's tender of a refrigerated load, then CARRIER agrees as follows: (These duties are in addition to the General Carrier Duties listed above) (a) Prior to loading, CARRIER shall confirm that the reefer unit is working properly and pre-cool trailer to the temperature specified on BROKER's Rate Confirmation. The temperature on BROKER's Rate Confirmation will be in Fahrenheit unless otherwise specified in writing. CARRIER must strictly adhere to the temperature listed on the Rate Confirmation and shall make sure the temperature pulped for the product at loading is reflected on the bill of lading. CARRIER warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating

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unit at least once each month. CARRIER warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the CARRIER'S insurance company and Broker. CARRIER warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the BROKER or the shipper for failure to do so.(b) Trailers hauling refrigerated loads are required to have an air chute for proper circulation. It is CARRIER's responsibility to make sure the chute is not damaged, obstructed, blocked, or malfunctioning in any way. It is CARRIER's sole responsibility to make sure sufficient space is provided for air circulation in front, rear, top, bottom, and between the load. (c) CARRIER shall check pulp temperature of the product to ensure that product has been pre-cooled prior to loading. CARRIER shall not accept any product with a pulp temperature that is more than 2 degrees above or below the specified temperature noted on BROKER's Rate Confirmation. If the temperature on BROKER's Rate Confirmation differs from that on the bill of lading, CARRIER shall call BROKER before signing the bill of lading or transporting the freight. If CARRIER loads or otherwise accepts freight contrary to the terms on BROKER' Rate Confirmation or applicable bill of lading, CARRIER is liable for any and all loss or damage arising from or related to such acceptance. (d) By signing the bill of lading, CARRIER is confirming that the correct product and correct product count were received at the proper temperature. CARRIER is solely responsible for loss or damage incurred due to inaccurate product information on the bill of lading. If a discrepancy as to count, condition, or temperature is encountered at the shipper, CARRIER shall notify BROKER immediately, and no change to loading information shall be made until confirmed in writing by BROKER. (e) CARRIER shall continuously maintain the temperature noted on BROKER's Rate Confirmation from pickup at shipper until delivery at receiver. CARRIER shall not, at any time, set reefer on start/stop, cycle, or any other noncontinuous temperature setting unless otherwise notified in writing by BROKER. CARRIER shall contact BROKER immediately in the event of any problems including, without limitation, out-of-temperature condition, equipment malfunction, accident, or delay.

24. SURVIVAL. The terms and conditions of this Agreement which contemplate the need for performance after the expiration or termination of this Agreement, which includes, without limitation, provisions regarding indemnification, solicitation of CUSTOMERS, attorneys' fees, cargo liability, claims processing, and compensation for Services performed prior to termination, shall survive any such expiration or termination of this Agreement.

25. RECITAL PARAGRAPHS / HEADINGS. The statements in the recital paragraphs at the beginning of this Agreement are true and correct and may be relied upon in this Agreement. However, the Section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, and may be exchanged by Electronic

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Communications. Each executed counterpart shall be deemed to be an original and all of which together shall constitute one and the same agreement. CARRIER's completion of the first page of this Agreement and execution of the signature page and return of both to BROKER whether in hard copy form or as outlined in this Agreement, shall be evidence that CARRIER has agreed to all of the terms and conditions of this Agreement without change or modification.

IN WITNESS WHEREOF, the Parties have, through their duly authorized representatives, executed this Agreement, and by signing below, the Parties acknowledge that they have read this Agreement in its entirety; understand the terms and conditions of this Agreement; have had the opportunity to consult with legal counsel regarding terms and conditions of this Agreement; and knowingly, voluntarily, and willfully enter into this Agreement without any duress or coercion of any kind.

BROKER: J & F LOGISTICS, LLC

Name: KYLE JOYCE

Title: CEO

Date: _____04/20/2018_____

Signature: _____*KYLE JOYCE*_____

CARRIER: _____

Name: _____

Signature: _____

Title: _____

Date: _____

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Appendix A Extra Requirements for Hazardous Materials Shipments

For any shipment arranged by BROKER to be transported by CARRIER involving the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R Part 172, et. seq., or any amendment, revision or other applicable regulation, the Parties agree the following provisions shall apply and shall be included by this reference, in addition to provisions in the Broker/Carrier Agreement, to which this Appendix is attached:

1. CARRIER represents and warrants it holds all Federal and/or state permits and registrations necessary to transport hazardous materials or waste and CARRIER shall promptly provide BROKER copies of all appropriate documents validating its authority to transport such materials upon BROKER's request.
2. CARRIER also represents and warrants that all CARRIER's drivers transporting hazardous materials or waste are: (a) properly trained and qualified under all applicable Federal and state laws, including, as an example, 49 C.F.R. §§ 172.000 and 177.800; and (b) have the proper endorsements on their Commercial Driver's License to transport such materials.
3. CARRIER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 C.F.R. §§ 172.800, 173, and 397, et seq. (including any amendments) and with all applicable security plan regulations and training required by the Department of Homeland Security, and all related laws and regulations. CARRIER shall be solely responsible for any violation of any applicable laws and regulations, and shall defend, indemnify, and hold BROKER and its CUSTOMERS harmless from, and pay BROKER on demand for any claims, losses, damages or liability incurred, including, without limitation, attorneys' fees arising from noncompliance.
4. If CARRIER is requested to transport hazardous materials or waste for which CARRIER must maintain \$5 million (U.S.) liability coverage under 49 C.F.R. § 387.9, CARRIER shall procure and maintain, at its sole expense, public liability and property damage insurance from an insurance company authorized to do business in all continental states, Canada and Mexico, if applicable, insuring CARRIER for at least \$5 million (U.S.) per occurrence. Such insurance shall name BROKER as certificate holder and, if requested by BROKER, BROKER and BROKER's CUSTOMER, each as additional insured and loss payees for any and all liabilities for all bodily injuries (including death) and property damage, including environmental damage due to the release or discharge of a hazardous substance and cost of remediation, arising out of or in any way related to CARRIER's Services.
5. By signing below CARRIER specifically acknowledges that this Appendix A is a part of the Broker/Carrier Agreement to which it is attached and is fully enforceable against the CARRIER according to its terms and conditions.

Dated this ____ day of _____, 20__

CARRIER:

Title:

Name:

Signature:
