

www.csfmanagementllc.com dispatch@csfmanagementllc.com 877-205-9150 / 661-460-9125

This Agreement is made this	day of	, 20	, by and
between CalSunrise Freight Mana (Motor Carrier)	=		ervice, and
MC#	DOT#		
Hereinafter referred to as CARRIE company handling the necessary and Shippers on behalf of the CARDispatcher is not a property broken	paperwork and freight ne RRIER in order to secure "	egotiations between Fre 'CARGO" for said CARRI	eight Brokers
Whereas CARRIER is a Motor Carris mutually agreed by and betwee Carrier enter in this agreement fo under specified rates and condition respective interest to establish an execution and performance of this	en parties hereto as follow or the purpose of providing ons, Dispatcher and Carrie and maintain an independe	ws: Whereas both Dispang and receiving specifie er deem it essential to t	etcher and ed services cheir
CARRIER will be fully responsible regulations pertaining to the oper	• • • • • • • • • • • • • • • • • • • •		deral
DOCUMENTS			
CARRIER must furnish DISPATCH verbild this agreement via email at dispatents.			nentation of
Dispatch Carrier Agreement	completed in full, signed	l. and dated	

Ca	arrier Profile Form
Li	imited Power of Attorney
Fa	actoring Company Notice of Assignment (NOA)
	opy of Certificate of Insurance (COI) Minimum of \$1,000,000 Liability Insurance and 00 in Cargo Coverage
Co	opy of Driver's Valid License (CDL)
Co	opy of Client's Authority (MC Permit)
Co	completed and Signed IRS W-9 form
Cr	redit Card Authorization Form

OBLIGATIONS OF DISPATCHER

DISPATCHER agrees to handle paperwork, phone; fax calls to and from the BROKER or SHIPPER to tender commodities of shipments to CARRIER for transportation in interstate/intrastate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.

CARRIER will be contacted about EVERY load we find to offer, and the driver will ACCEPT or REJECT the load. A load rate confirmation with load details of shipment and revenue to be paid will be supplied via EMAIL by BROKER or SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER on CARRIER'S behalf and returned via EMAIL to BROKER or SHIPPER.

Invoice the CARRIER at time of service; also provide a copy of each Load Confirmation Sheet CARRIER is being billed for.

DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS, CARRIER agreement.

DISPATCH SERVICER COMPENSATION FROM CARRIER

The fee for carrier dispatching services will be 10% per load (including dedicated lanes, and any additional compensation added to final load rate such as detention and overlay). Which will be billed and due the day after delivery for the first week. After the first week, you will be invoiced once weekly. Invoice for dispatch services will be sent out Friday for all your weekly loads and payment is due the next day Saturday.

Payments are due to the DISPATCHER for services rendered and payments that are due to the DISPATCHER for services rendered are not contingent on outstanding company payments due to the CARRIER for loads that he/she has hauled for the BROKER or SHIPPER. Failure to pay the DISPATCHER for services rendered will result in termination of contract and services immediately unless otherwise determined by the DISPATCHER.

IF PAID BY DEBIT CARD

The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. By the end of the business day of receiving the load confirmation from brokers/shippers, DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered. In case that the load gets cancelled by broker/shipper for any reason, CARRIER will receive a credit for the load amount in question for future loads. However, if the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER. ADDITIONAL PROVISIONS In the case of insufficient funds or credit card decline, there is a built-in grace period of 7 days after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100.

OBLIGATIONS OF CARRIER

- CARRIER gives DISPATCHER authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 30 days written notice to the other.
- CARRIER in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. Carrier will ensure safety and compliance during operation.
- CARRIER will provide its own equipment.
- CARRIER will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.
- CARRIER shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to BROKERS AND SHIPPERS, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary.
- CARRIER shall also be responsible for payment of wages and social security and withholding taxes for any of its employees.

- CARRIER shall hold CALSUNRISE FREIGHT MANAGEMENT LLC harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading CARRIER'S equipment.
- CARRIER is fully responsible and liable for safety and compliance of the operation. CARRIER shall hold CALSUNRISE FREIGHT MANAGEMENT LLC harmless from any liability resulting from safety and compliance violations.
- CARRIER will be liable for loss or damage to items intended for transportation, which are in CARRIER'S possession or under its dominion and control.
- CARRIER agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement.

CARRIER SHIPMENT COMPENSATION FROM BROKER OR SHIPPER

CARRIER will be compensated for load transported and delivered on terms agreed upon following by receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by BROKER or SHIPPER to CARRIER shall be established between parties on a per shipment basis prior to commencement of each individual shipment. Dispatch Company/Dispatch service is not liable for any compensation or payment delays from the Broker or Shipper to Carrier.

BILLS OF LADING - Each shipment will be evidenced by a BOL (bill of lading) and or POD (proof of delivery) issued by shippers and or receiver. Such bills of lading, receipts or invoices are however, for the sole purpose of evidencing delivery and receipt for the load goods. It is Carrier's/Driver's responsibility to obtain signed BOL/POD from shippers and receivers prior to departing such facility as these documents will be forwarded via email to Brokers as proof of load pick up, load delivery, and for payment purposes.

CARRIER/DRIVER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient and economical manner. CARRIER's personnel are expected to always conduct themselves in a professional manner and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

FREIGHT LOSS, DAMAGE, OR DELAY - CARRIER shall have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation until it is

delivered to the instructed destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of all of shipper's goods or property while under CARRIER's care and responsibility. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.

SUB-CONTRACT PROHIBITION - CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

INDEMNIFICATION - CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER's actions, behavior or transportation pursuant to this agreement.

OBLIGATIONS OF CARRIER LOADING PROCEDURES - Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing, or falling from the vehicle. The cargo must be immobilized and secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized and secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, load locks, tie downs or a combination of these. Articles of cargo that are likely to roll must be restrained by shocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders.

OBLIGATIONS OF CARRIER RESPONSIBILITIES FOR PROPER LOADING - A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing

devices as needed. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

In the event any provision of the agreement shall be held to be invalid, it shall not affect the validity of the remainder of this agreement. This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement. Any written notice required by the terms of this agreement shall be given either by email, personal delivery or by certified mail. In no event will CALSUNRISE FREIGHT MANAGEMENT LLC be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

Once a load has been set up for the CARRIER and Load Rate Confirmation is given to CARRIER, it will be the responsibility of the Carrier to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless you have made prior arrangements for additional services from dispatch service.

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports load, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CSF MANAGEMENT LLC / DISPATCH	DATE:	
CARRIER:		MC#
CARRIER SIGNATURE:		DATE:
Telephone	FAX	
Email:		

This ef		f this agreemen	t is the _	da	y of		,20	, by	and
CalSun	_	Management					-		and
Carrier		ontract carrier of	f propert	y author	ized by Perm	nit MC	#		_
2)	contractor. I have to purc Both Dispatc not bind eith		ll be con utside of er unders	sidered a freight l stand tha	in agent of o oads from D t this agreen	ne and ispatch nent is	other. Car n Service. not a cont	rier does tract and	not does
3)		e responsible fo Carrier's posses		, damage	s, delays, or	any m	iishap pert	aining to	tne
payme will par compe carrier	nt of invoice or a Dispatch Sensation that the upon delivery	spatch will send upon receipt of ervice Fee of teleotals the amour of load. Paymend not to excee	invoice. n (10%) p nt that th ent to Di	Dispatch percent c ne Broker spatch Se	will not bill of each load i or Shipper l ervice is due	any fa ncludi nas gra upon	ctoring Caing and anted and a	rrier. Car ditional agreed to	rier pay
A \$10 I	late fee will be	e applied daily a	fter the i	initial 7 d	ays.				
be ame Carrier agreen	ended, modifi This contrac nent to expire	T: This agreemer ed, or waived ex t will stay in place terms. Addition eed upon betwe	cept by ce until s nal servi	written a such as th	ngreement, s ne Dispatch S ormed by Dis	igned Service	by Dispato and Carrie	h Service er are at	
CSF M	ANAGEMENT	LLC / DISPATCH					DATE	Ē:	
CARRIE	ER:						MC#_		
CARRIE	ER SIGNATURE	E:					DATE	:	
Teleph	one:			Ema	nil:				

POWER OF ATTORNEY

Carrier desires to retain Dispatcher by executing a Power of Attorney only in relation to finding, negotiating, and procurement of freight for Dispatch.

I, Motor Carrier, the undersigned, do hereby grant CalSunrise Freight Management LLC as my Attorney-in-Fact ("Agent"), to only receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations using my signature on my behalf pertaining to such information, including adding Direct Shippers and Property Brokers to my Insurance as a Certificate Holder.

Transfer of Paperwork (Carrier Packets, Rate Confirmations, Insurance Certificates, Invoices and all necessary paperwork) to brokers and shippers. Sign and Execute Rate Confirmations for freight on my behalf. This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. CalSunrise Freight Management LLC shall not be liable for any loss that results from a judgment error that was made in good faith. However, CalSunrise Freight Management LLC shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. CalSunrise Freight Management LLC shall be entitled to reasonable compensation for any services provided as my Agent. CalSunrise Freight Management LLC shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney. CalSunrise Freight Management LLC shall provide an accounting for all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective for (12 Months). This Power of Attorney may be revoked by me at any time by providing (30 Days) written notice to my Agent.

Company Name:		MC‡	‡
Address:			
City:	State:	Zip:	
Phone:	E	mail Address:	
Signature:		Date	2:

CARRIER/COMPANY PROFILE FORM

Thank you for choosing CalSunrise Freight Management LLC for your truck-load procurement. Please provide the following information to ensure load securement with future brokers and shippers.

Instructions: Please complete this form giving us all the information that pertains to you and your company. The better informed we are, the better we will be able to assist you. This form can be updated at any time by verbal notification. This information is for our use only and will not be released to any third party without your express written permission.

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COMPANT.	D/D/A (II AIIY).	•
PHYSICAL ADDRESS:		
	STATE:	
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
MAIN CONTACT:	CELL:	
FAX:	EMAIL:	
WEBSITE IF ANY:		
EMERGENCY CONTACT:	PHONE:	
MC#DOT#	EIN#	SCAC CODE:
CARRIER/DRIVER CERTIFICATION	<u>DNS</u>	
TWIC CERTIFIED:	HAZMAT CERTIF	IED:
TANKER ENDORSEMENT:		

PLEASE LIST ANY OTHER CERTIFICATIONS BELOW:
EQUIPMENT SECTION:
(For more than one truck use the multiple truck form)
VAN EQUIPMENT:
16'SB: 18'SB: 26'SB: 48' VAN: 53' VAN: AIRRIDE: VENTED: E-TRACK:
Cargo Vans: Sprinters: Size/Length:
LOGISTICS:
LOAD BARS:STRAPS:SWING DOORS:LIFT GATE:DOCK
HEIGHT:PADS:
MAX LOADWEIGHT:
COMMENTS:
REEFER EQUIPMENT:
48' REF: 53'REF: AIRRIDE: PALLETS: ETRACK:
LOAD BARS:

FLATBED/SPECIA	LIZED EQUIPMENT:			
45'FLAT: 48'	FT: 53'FLAT:	48' STEP DECK:	53′	
STEP DECK:	RGN: IF S	SO SIZE:		
RAMPS:	LEVELERS:	CHAINS:	STRAPS:	_
TARPS:SI	DES:OVERSI	ZE:		
MAX LOAD WEIG	HT:		-	
	SERVICE AREAS	OF OPERATION: (Chec	k all that apply)	
United States: []	All 48 States			
NORTHEAST: ()N	ME()VT()NH()MA	A ()CT ()RI ()NY ()NJ ()PA ()MD ()DE	
SOUTHEAST: ()V	VV ()VA ()KY ()NC	()SC ()GA ()FL ()TN	N ()AL ()MS ()AR ()LA	
MIDWEST: ()KS	()MO ()NE ()IA ()	IL()IN()OH()MI())WI ()MN ()ND ()SD	
SOUTHWEST: ()	OK ()TX ()NM ()AZ	2		
NORTHWEST: ()CA ()NV ()UT ()C(O()WY()ID()OR()	WA ()MT	
Canada: ()AB ()BC ()MB ()ON ()C	QB ()SK		
Mexico: ()				
	_	-	e information. We underst	and that
many factors will	change this informa	tion. But this will give	us a starting point.	
MINUMUM RATE	PER MILE:	MAX PIC	CKS:	
			DRIVER TOLICH:	(Y/N'

FACTORING INFORMATION

If you use a factoring service, please provide us the following information. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING CO	OMPANY NA	AME:				
PHONE			FAX			
					ODE	
IF YOU DO NO FROM BROKEF			IPANY, HOW DO	O YOU PREFER T	ΓΟ RECEIVE PAYM	1ENT
CHECK	_ ACH	_ 30 DAY	10 DAY	7 DAY	3 DAY	-
IF ACH IS PREF	ERED PLEAS	SE ATTACH CO	PY OF VOIDED	CHECK WHERE	FUNDS SHOULD	<u>BE</u>

INSURANCE INFORMATION

Please note: CARRIER is required to maintain an updated insurance policy certificate. A minimum of \$1 Million in liability and \$100,000.00 in Cargo insurance.

INSURANCE COMPANY	, '	
PHONE	FA	X
EMAIL		
ADDRESS:		
		ZIP CODE
	CREDIT CARD AUTHOR	RIZATION FORM
· · · · · · · · · · · · · · · · · · ·	ds. You may cancel this auth in in effect until cancelled.	orization at any time by contacting us. This
Credit Card Information	1:	
Card Type: ☐ MasterCa	ard □ VISA/VISA DEBIT □ Dis	scover □ AMEX □Other
Cardholder Name (as sh	nown on card)	
Card Number		CVV (3 digit code in back of card)
Expiration Date (MM/\	Υ)	
Cardholder ZIP Code (f	rom credit card billing addre	ess)
l,	, autho	rize,,
to charge my credit car	d above for agreed upon pur	rchases. I understand that my information
will be saved to file for	future transactions on my a	ccount.
Customer Signature		Date

REFERENCES

(Minimum of three references)

Company	Contact Name
Phone	Email
Company	Contact Name
Phone	Email
Company	Contact Name
	Email
	Contact Name
Phone	Email
Company	Contact Name
Phone	Email
COMMENTS:	

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	2 Business name/disregarded entity name, if different from above						
	2 Business harner also egal add chitty harne, if americk from above						
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership single-member LLC	Exempt payee code (if any)					
typ	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	ship) ▶					
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the canother LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	wner of the LLC is le-member LLC that	Exemption from FATCA reporting code (if any)				
ec.	Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)				
જુ	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)				
See							
	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
	(-)						
Par	Taxpayer Identification Number (TIN)						
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		curity number				
reside	p withholding. For individuals, this is generally your social security number (SSN). However, fort alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other so, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>						
TIN, la		or					
	If the account is in more than one name, see the instructions for line 1. Also see <i>What Name i</i> e <i>r To Give the Requester</i> for guidelines on whose number to enter.	and Employer	identification number				
			-				
Par	II Certification						
Under	penalties of perjury, I certify that:						
 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 							
3. I an	a U.S. citizen or other U.S. person (defined below); and						
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.					
you ha	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you ve failed to report all interest and dividends on your tax return. For real estate transactions, item 2 ition or abandonment of secured property, cancellation of debt, contributions to an individual retir han interest and dividends, you are not required to sign the certification, but you must provide you	does not apply. Fo ement arrangement	r mortgage interest paid, (IRA), and generally, payments				
Sign	Signature of						

General Instructions

Signature of U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise noted

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later