

# NEW CARRIER PROFILE PACKET

We are excited to add your company to our list of approved contract carriers. Please return the attached completed documents to your dispatch\_\_\_\_\_.

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

**Attention:** \_\_\_\_\_

**Complete and FAX: 800-511-1289 or Email: [info@tsaglobalsolutions.com](mailto:info@tsaglobalsolutions.com)**

**Documents Included with Carrier Packet**

- Carrier Profile
- Copy of Operating Authority
- W-9 Form
- Federal Safety Compliance Letter
- Transportation Brokerage Agreement

**Documents Provided by Carrier**

Insurance Certificate Holder: Mail, **TSA Global Solutions L.L.C DBA:**

Sunset West Transportation  
3450 N Triumph Blvd Ste 102  
Lehi, UT 84043

**Fax copy 800-511-1289 or email: [info@tsaglobalsolutions.com](mailto:info@tsaglobalsolutions.com)**

- Proof of Cargo Insurance (\$100,000 minimum with no Cargo exclusions)
- Proof of auto liability insurance (\$1,000,000 single limit minimum)
- Optional – Other carrier insurance coverage (i.e. – workers comp, general liability, umbrella coverage, reefer breakdown, hazmat)

Insurance Company \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

# CARRIER PROFILE

## BUSINESS CONTRACT INFORMATION

Company Name \_\_\_\_\_

DBA/ Trade Name \_\_\_\_\_ Headquarters  Y  N

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Primary Contact \_\_\_\_\_ Billing/AR Contact \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## EQUIPMENT SUMMARY

# OF TRACTORS: \_\_\_\_\_ # OF TRAILERS: \_\_\_\_\_ HAZMATCERTIFIED?  Yes  No

	<u>Size</u>	<u>#</u>	<u>Size</u>	<u>#</u>	<u>Size</u>	<u>#</u>
REEFERS	_____	_____	_____	_____	_____	_____
DRY VANS	_____	_____	_____	_____	_____	_____
FLATBEDS	_____	_____	_____	_____	_____	_____

Accept burst email/fax for load notices?  Yes  No Preferred email/fax \_\_\_\_\_

## BILLING INFORMATION

This Information will be used to establish your company as a vendor for \_\_\_\_\_

Federal ID (EIN or SS#) \_\_\_\_\_ Date Business Started \_\_\_\_\_

DOT # \_\_\_\_\_ MC# \_\_\_\_\_ Safety Rating \_\_\_\_\_

Remittance Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Factory Company (If Any) \_\_\_\_\_

Factoring Remittance Address \_\_\_\_\_

Person Completing Form \_\_\_\_\_ Title \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

## FEDERAL SAFETY COMPLIANCE

Prior to transporting freight for customers of \_\_\_\_\_, carriers must be in compliance with USDOT and FMCSA safety regulations described in part in 49 C.F.R 382-396. Please indicate below that you are in compliance with, and will operate in compliance with, all safety requirements of USDOT and FMCSA during the term of your agreement with \_\_\_\_\_.

USDOT and FMCSA safety compliance requirements include, but are not limited to, carriers following a written safety plan addressing the following:

- A. Driver compliance with:
  - 1. Hours of services regulations
  - 2. Commercial drivers license standards and qualification.
  - 3. Moving violations and fatal accident regulations.
  - 4. Drug and alcohol testing regulations.
  
- B. Carrier compliance with:
  - 1. Inspection, repair, and maintenance files for all equipment showing compliance with federal regulations.
  - 2. All other applicable safety fitness procedures.
  - 3. Logs of port inspection reports/violations.

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**We hereby certify that we are now in compliance with and during the term of our agreement with \_\_\_\_\_ will remain in compliance with all USDOT and FMCSA safety requirements as they may be amended, and agree to notify \_\_\_\_\_ immediately in the event of any change in our safety rating.**

**Company Name:** \_\_\_\_\_

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

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

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

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

## CORPORATE INFORMATION

TSA GLOBAL SOLUTIONS, L.L.C. dba Sunset West Transportation  
DOT: 324670 MC:169072 TAX ID: 82-2357715

### PREMIER PROVIDER OF TRANSPORTATION SOLUTIONS

#### TRANSPORTATION

Founded: 2017  
Ownership: Private  
Authority: Contract Carrier  
MC: 169872  
DOT: 324677  
Safety: Satisfactory Rating  
Canada: UIIA  
SCAC: SUWT  
EIN: **82-2357715**

**Corporate Office**  
3450 N Triumph Blvd Ste 102  
Lehi, UT 84043  
Tel: 800-511-4985  
Fax: 800-511-1289

Email: [info@tsaglobalsolutions.com](mailto:info@tsaglobalsolutions.com)  
[www.tsaglobalsolutions.com](http://www.tsaglobalsolutions.com)

#### BROKERAGE

Founded: 2017  
Ownership: Private  
Authority: Brokerage  
MC: 169872-B  
SCAC: SUWT  
EIN: **82-2357715**  
Associates: 8  
Bond: 75,000  
D-N-B **03-108-4322**

#### Insurance Information

Cargo Coverage: \$100,000  
General Liability: \$2,000,000  
Umbrella Liability: \$1,000,000  
Contingent Cargo: \$500,000

#### Services Offered

Flatbed, Specialized Truckload and LTL  
Turn Key Project Management  
Transportation Consulting  
International Shipments

#### Executive Management

Jory Larsen  
Troy Sorensen  
April Collins

#### Bank Reference

US Bank.  
Saratoga Springs, Utah  
Tel: 801-766-3172

Acct No.: 324078640  
ABA No.: 65077638

#### Insurance References

Wasatch Levitt Insurance Agency  
Tel: 801-224-2044  
Contact: Austin Atkinson  
Orem, Utah

#### Bond References

Hudson Insurance  
1035 Green Wood Blvd, Ste 265  
Lake Marry, CA  
Tel: 310-649-0990

#### TRADE REFERENCES

##### **Ridgeline Trucking**

MC: 750630  
[mhansen2018@outlook.com](mailto:mhansen2018@outlook.com)  
801-471-0055

##### **Carley Trucking**

MC: 966823  
[Steve@carlyandsons.com](mailto:Steve@carlyandsons.com)  
801-367-5143

##### **Mathews Heavy Haul**

MC: 8322748  
[mathewbrothers@yahoo.com](mailto:mathewbrothers@yahoo.com)  
435-830-4652

##### **Optimum Equipment**

MC:945248  
[Kathy.opyimumequipmentllc@gmail.com](mailto:Kathy.opyimumequipmentllc@gmail.com)  
667-999-1382

#### Payment Remittance

Send Scanned copy of delivery tickets and invoice to: [info@tsa.com](mailto:info@tsa.com)  
All payments are made by BAM Capital  
For ACH quickest pay: Please include a voided check or a letter on bank letterhead with  
ABA Routing Number and Account Number  
2.00 Paper Check charge is automatically deducted

## CONTRACT CARRIER AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_ a \_\_\_\_\_ Corporation hereinafter referred to as "Carrier", and TSA Global Solutions L.L.C. DBA: Sunset West Transportation of Lehi, UT hereinafter referred to as "Broker".

Carrier is a contract motor carrier of property authorized by Federal Highway Administration ("FHWA") Permit MC-\_\_\_\_\_ (a copy of which certificate is attached hereto and made a part hereof) to provide transportation of property under contract with brokers, shippers and receivers of general commodities.

Broker is a motor carrier freight broker, licensed by the FHWA to arrange for the transportation of property, except household goods, under License MC- 169872-B ( a copy of which license is attached hereto and made a part hereof) and controls for transportation purposes, on behalf of third parties, the commodities to be tendered to Carrier.

**NOW, THEREFORE**, in consideration of the representations made herein, the parties agree as follows:

### SPECIFIC OBLIGATIONS OF CARRIER

1. Compliance.

Carrier represents that it holds appropriate interstate and/or intrastate authority, where necessary, to perform motor freight services hereunder as a contract carrier for Broker. Carrier agrees to comply with all applicable federal, state and local laws and regulations, including all requirements of the FHWA, Department of Transportation ("DOT"), Environmental Protection Agency ("EPA"), and any other agency having jurisdiction over its services. Carrier will not serve Broker as a common carrier and will hold Broker harmless from all third parties and Carrier for any claim based on common carrier tariff pricing.

2. Rates and Distinct Need

The rates set forth in Appendix A are designed to meet the distinct needs of Broker and its shipper customers ("Customers"). It is expressly understood that the rate schedules are all inclusive and that no reference to any schedule, classification, rates or otherwise beyond Appendix A are applicable unless specifically acknowledged in writing.

3. Equipment.

Carrier agrees to provide the equipment and trained personnel required by Broker to receive, safely carry and transport the shipments arranged by Broker and to deliver such goods to stated destinations promptly. Carrier will not tender trailers which have been used for transporting solid waste or other noxious products. Carrier accepts the responsibility to be fully aware of all potential contamination issues as relates to their service to Broker and to inquire as to load contents, as necessary, prior to accepting any shipment, Trailers will be dropped at shipper's facilities for loading as requested by Broker.

4. Delivery.

Upon request by Broker, Carrier will secure delivery appointments for consignees and deliver at such scheduled times and, when requested, report appointment times and delivery times within 24 hours of delivery.

5. Notice of Loss or Damage.

Carrier shall notify Broker immediately after having knowledge of overages, shortages, or damage to products or goods Carrier handles for Broker. Carrier shall return overages, Disposition of damaged goods will be determined by Broker.

Initial: \_\_\_\_\_

6. Delays.

In the event of delay in the carriage of Customer's freight. Carrier shall, at its expense, forthwith advise Broke; giving an estimate of the anticipated delay in delivery, and shall, as necessary, promptly take steps to reload the freight in replacement equipment or take other necessary steps to minimize delay, at Cartier's sole expense.

7. Delivery Receipts.

Carrier shall obtain delivery receipts for all merchandise tendered by Broker. Carrier will provide copies of same to Broker in sufficient detail to substantiate billing for the services provided. Carrier shall retain such records for three years after delivery of the involved shipments or for such greater period of time as may be required by federal or state laws, rules, or regulations,

8. Equipment Condition.

Carrier warrants that, at its cost and expense, it shall furnish for use in Broker's service sufficient vehicles suitable for the carriage of cargo tendered by Broker. Carrier shall operate and maintain the motor vehicles and allied equipment necessary in good working condition and in compliance with all applicable laws and regulations. Carrier, at its cost and expense, also shall provide adequately trained drivers and helpers, and provide the proper performance of the trucking services herein provided. All equipment used by Carrier in the performance of transportation functions hereunder shall at all times be under the exclusive control of Carrier.

9. Taxes and Fees.

Carrier, at its cost and expense, shall assume full responsibility for all federal, state, and local taxes, licenses, assessments and tolls and all other costs arising out of the transportation herein described.

10. Insurance.

Carrier agrees, at all times during the term of this Agreement, to carry and keep in force public liability, property damage and personal injury insurance under such terms as will meet the requirements of all laws and applicable governmental bodies and agencies. Proof of such insurance shall be provided by Carrier to Broker on an annual basis or more often as necessary to provide Broker with current information. In any event, such insurance shall be maintained in amounts of not less than the following:

Workers Compensation including employer's liability; \$500,000.

Public liability and property damage: Comprehensive general liability, including contractual liability in a combined single limit of \$1,000,000 with a deductible of no more than \$10,000 unless approved in writing by Broker prior to service.

Automobile coverage: Comprehensive automobile liability insurance in a combined single limit of \$1,000,000 covering owned, hired and non-owned vehicles with a deductible of no more than \$10,000 unless approved in writing by Broker prior to service.

Cargo liability: \$100,000 with deductible of no more than \$2,500 unless approved in writing by Broker prior to service.

11. Loss, Damage, Overage and Underage's.

Carrier agrees that all freight subject to this Agreement was delivered to Carrier in good condition. Except, as otherwise provided herein, Carrier shall have the sole and exclusive care, custody and control of the Customer's property. Carrier agrees to and does assume liability in accordance with the Carmack Amendment, 49 USCA §14706(a)(1), for any and all loss, delay, damage to or destruction of Customer's property transported hereunder while in or under Carrier's care, custody or control. Written proof of delivery (P.O.D) is required to be provided to Broker and Customer in any reported shortage, damage or loss or when requested of Carrier by Broker and/or Customer. Customer and Broker reserve all rights, including state law, against Carrier. In addition to the remedies of 49 USCA §14706(a)(1), Customer and Broker reserve any and all other causes of action which may be otherwise available to any Customer or Broker in event of any claim for freight, loss or damage.

Initial: \_\_\_\_\_

Any claims by Broker or Customer will be handled in the following manner:

- (a) A claim for loss, damage, injury, or delay to cargo will be filed in writing, as provided below, with Carrier, within 180 days of the date Carrier notified Broker that the shipment is lost, damaged or delayed.
- (b) Carrier will, upon receipt in writing of a proper claim in the manner and form described herein above, acknowledge receipt of such claim in writing to Broker and/or Customer within 30 days after the date of its receipt by Carrier, unless Carrier will have paid or declined such claims in writing within 30 days thereof. Carrier will indicate in its acknowledgment to Broker or Customer what, *if* any, additional documentary evidence or other pertinent information may be required by it to process the claim, based on Carrier's preliminary examination of the claim as filed, Carrier agrees that in any case where it does not decline, pay or acknowledge receipt of claims within said 30 days that it has agreed to the validity of the claim and the amount stated therein *and* will thereafter pay said claim within 30 days.
- (c) Carrier, when it has received written claim for loss or damage, injury, or delay to property transported, will pay, decline, or make a firm compromise settlement offer in writing to Broker and Customer, within 60 days after receipt of the claim by Carrier, If Carrier and Broker and/or Customer do not come to final settlement within 60 days, Broker may cancel this Agreement and Broker and/or Customer may seek to recover the damages through any legal, administrative or equitable remedy available.. Carrier shall not be responsible for loss, damage, injury or delay resulting from acts of god, public enemy, revolution, civil disorder, or war.  
  
Carrier shall be liable for Broker's "full actual loss" resulting from loss, damage, injury or delay, "Full actual loss" includes the invoice price of freight tendered to Carrier for transportation.
- (d) In the case of overpayments, Broker shall notify Carrier of overpayment and provide Carrier thirty (30) days to respond to such notification. If Broker does not receive a response from Carrier, Broker will off-set monies due to Carrier ninety (90) days after the claim is sent. If Carrier responds to the claim, but a settlement is not reached ninety (90) days after the claim is sent, the parties will Submit the matter to binding arbitration under the rules of the American Arbitration Association.
- (e) In the case of undercharges by Carrier for freight charges billed incorrectly, Carrier shall have a period of ninety (90) days from the date of the original invoice or freight bill to request such adjustments and if not made within such period, any claims for underpayment are waived by Carrier.

12. Salvage.

Carrier waives any and all right of salvage or resale of any Customer's damaged freight. Unless otherwise instructed, the Carrier shall promptly return or dispose, at the cost of the Carrier, the damaged goods to the location specified by Customer. The Carrier will not allow the Customer's freight to be sold, or made available for sale; in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to and salvaged by the Customer, then the Carrier shall receive a credit for the actual fair market value of such goods, less a reasonable administration/handling fee.

13. No Ownership Interest in Cargo.

Carrier shall have no right title, interest, ownership or claim for goods tendered for transportation services by or for any Customer. Carrier will not in any way encumber said Customer's ability to take possession of such goods, including, but not limited to, asserting any lien or withholding. any goods on account of any dispute as to prices or alleged failure of Broker to pay any charges incurred under this Agreement. Carrier waives any and all lien rights, including statutory lien rights.

If a shipper loads and seals the cargo and the cargo is delivered with the seal intact, the Carrier shall have no liability for shortages. However, if the seal is broken prior to delivery, Carrier shall accept liability for any and all shortages. If any governmental authority directs the Carrier to break the seal for inspection, the Carrier shall notify the shipper and broker and shall reseal the cargo prior to continuation of the trip. Carrier may break the seal on a trailer or container if, upon its reasonable determination, it becomes necessary to do so to inspect, reposition, or protect the cargo or the trailer or to comply with federal, state, municipal or provincial laws or regulations, but shall reseal the cargo subsequent thereto and shall remain responsible for any consequential shortages or damages to the cargo.

Initial: \_\_\_\_\_

#### 14. Audits.

Carrier shall use its best efforts to ensure the accuracy and completeness of the following:

- 14.1 Manual and electronic invoicing;
- 14.2 Manual and electronic operational updates;
- 14.3 Equipment insurance, equipment age, any applicable Federal, State, or Provincial safety ratings; and,
- 14.4 Fuel receipts, drivers' logs, shipment receipts and other documentation and records reasonably necessary to permit Broker to confirm the accuracy of Carrier's fees.
- 14.5 In order to confirm Carrier's compliance with the obligations set forth in this Agreement, Broker shall have the right to audit Carrier's shipment activity with Broker from time to time in any and all of the areas referred to in this Agreement regarding Carrier's duties, obligations and representations under this Agreement, by providing no less than one (1) hour's prior notice to Carrier of Broker's intention to audit such materials. Such audits shall enable Broker to review Carrier's performance under Broker's performance criteria. This Agreement may be terminated if Carrier fails to provide or implement acceptable corrective actions, or if Carrier experiences inconsistencies in two (2) or more consecutive audits.

#### 15. Use of Owner-Operators and Subcontracting.

It is agreed and understood that Carrier may, from time to time, utilize the service of "Owner Operators" to facilitate delivery of any cargo hereunder. For the purpose of clarification, such "Owner Operators" are individuals or a company that owns its own equipment and operates the equipment under the exclusive authority of Carrier and pursuant to a signed independent contractor agreement with Carrier. Use of Owner-Operators does not require Broker consent but such use is subject to the requirements of this section. However, Carrier will not, in any situation, "trip lease", Broker or in any way engage the services of another carrier, broker, third party logistics provider or any other person or entity (hereinafter referred to as "Subcontractor") to transport any loads (or portions thereof) tendered to it under this Agreement by Broker or Customer, without prior written consent of Broker. This includes brokerage services operated by the Carrier (or any subsidiaries of Carrier or commonly controlled company with Broker) under its own, separate brokerage authority. If Carrier accept any shipment from Broker and Carrier uses a Subcontractor (with or without consent of Broker) to pick up, transport and/or deliver the shipment, (a) the rates in **Appendix A** attached hereto shall apply, (b) payment to Carrier shall be deemed to be payment in full for the Services provided by Carrier or Carrier's Subcontractor, and (c) Carrier shall be solely responsible to pay any such Subcontractor for all services provided by the Subcontractor to Carrier. Carrier shall remain liable to Broker and/or Customer for the full and proper performance of the Services regardless of any subcontract. Such Subcontractor is not under contract with any Customer and Carrier shall indemnify Broker and Customer, and Customer's subsidiaries, affiliates, divisions, officers, directors, owners, employees, representatives, agents, successors and assigns, from and against any claims, losses, liabilities, damages, costs and expenses (including ..without limitation for payment of freight charges and attorneys' fees and costs) arising from or related to services provided by Carrier's Subcontractor. Moreover, if Carrier tenders any load to an unauthorized Subcontractor, it agrees to pay in full all claims for freight damage and/or loss made by Broker or Customer, which shall then assign such claims to Carrier for collection from Subcontractor.

#### 16. Operation of the Equipment

Carrier shall, at its sole discretion, direct the operation of the Equipment and determine the methods, manner and means of performing the obligations specified in this Agreement. In addition, Carrier agrees to notify Broker and Customer when Carrier takes possession of cargo that appears to be inadequately packaged for normal transportation. Carrier agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the Services under this Agreement in a safe, efficient and economical manner. Carrier personnel (whether agents, employees or independent contractors of Carrier) will conduct themselves in a professional manner at all times and shall comply with all of Customer's plant rules and regulations while on Customer's premises. Any Carrier personnel who does not comply with all of Customer's plant rules and regulations may be summarily rejected and directed to immediately leave the Customer's premises at the exclusive risk and expense of Carrier.

#### 17. Independent Contractor.

Carrier and Broker agree that employees of Carrier, in performing services hereunder, shall be and remain exclusively the employees of Carrier and shall not, for any purpose, be considered employees of Broker. Broker shall not be responsible for any act or omission of said employees. Carrier shall in no event be considered an employee or agent of Broker but, on the contrary, shall be deemed and treated as an independent contractor of Broker, Broker will have no control over Carrier or any of its personnel.

Initial: \_\_\_\_\_



18. Indemnity

Carrier shall be responsible to Broker for all claims or damage resulting or claimed to have resulted from acts or failure to act on its part or the part of its agents and drivers or from equipment or the condition of equipment furnished hereunder, or as a consequence of the services to be provided by Carrier under this Agreement, including all costs and attorney's fees.

Each party shall indemnify and hold the other harmless from and against any and all claims, costs or expenses (including but not limited to attorney's fees) for personal injury, death or damage to or destruction of property, sustained by the other party, or any of its employees, agents or contractors or sustained by any third party, caused by the acts or omissions of the first party, its agents or employees.

19. Confidentiality.

Carrier acknowledges that Broker deems this Agreement and its terms and conditions, and all shipper information derived by Carrier from this business relationship to be confidential commercial information. Carrier agrees to maintain the confidentiality of this Agreement, including all rate information, customer lists, traffic lanes, and volumes, and product information, or any other information, and shall not disclose any of its terms except to the extent that such disclosure is required by law.

20. State Registration.

Carrier, when not operating in its state of incorporation, agrees to register with any state as a foreign corporation prior to conducting intrastate commerce within the state.

21. Incorporation.

Carrier is a valid and active corporation registered with its state of incorporation identified above.

22. CDL's.

All operators of Carrier's equipment shall have valid and unrestricted CDL's issued by a proper state agency and up-to-date.

23. Licensing.

All of Carrier's equipment is properly permitted and licensed at all times,

24. CSA 2010.

Carrier shall agree that, at no time during the term of its contract with Broker, shall it have an "Unsatisfactory" or "unfit" (per CSA 2010) safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an "Unsatisfactory" or "unfit" safety rating, or if Carrier is designated for an "intervention," Carrier shall immediately send Broker written notice of change by certified mail, in five (5) working days, and Broker has the option of canceling this Agreement, immediately and without notice.

25. Terms.

Carrier shall agree that the terms and conditions of this Agreement shall apply on all shipments it handles for Broker. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract.

26. Waiver.

Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.

27. Compliance.

Carrier shall agree that at all times it shall operate in full compliance with all federal, state and local laws, regulations, rules and ordinances (including, but not limited to all DOT safety and operations regulations, CSA 2010, MAP-21, all posted speed and weight limits, all required drug and alcohol testing regulations and requirements, hours of service, and any and all related matters)

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28. Safety.

Carrier shall agree that at all times all of its drivers shall be fully and completely trained in the safe and proper operations of motor vehicle equipment (as, for example, prescribed by CSA 2010 and DOT safety regulations and procedures), shall have a valid (not revoked or suspended) commercial driver's license and shall be fit and able (both mentally and physically) to perform all necessary duties relating to the safe and proper operations of Carrier's equipment and shall not knowingly operate Carrier's equipment in an unsafe or un-recommended manner (including without limitation, over-loading, improperly loading, driving at excessive speeds or operating contrary to the equipment manufacturer's recommended method of loading, unloading or operation).

29. Changes.

Should any of the representations and warranties of Carrier set forth in this Section 2 of this Agreement hereinafter change or become modified or no longer applicable in any manner whatsoever, Carrier shall advise Broker immediately and in writing, Should Carrier fail to notify Broker, Carrier shall agree to hold harmless and indemnify Broker and Broker's customer or any involved shipper from and against any and all claims, liabilities, cost or damages resulting from such failure to notify and/or such charge, modification or failure of continued applicability.

## II. SPECIFIC OBLIGATIONS OF BROKER

1. Broker shall offer to Carrier for shipment a minimum quantity of ten thousand pounds per year, or a minimum of four (4) shipments for each year this Agreement remains in effect, and Carrier shall agree to transport those shipments tendered during that period of time.
2. Broker agrees to pay Carrier for the transportation of the commodities moved under this Agreement in accordance with the rates set forth in Appendix A, attached hereto, within 30 days of the receipt by Broker of Carrier's invoice covering such transportation with signed proof of delivery reflecting timely completion of delivery without exception or notation of problems and where Broker has not been otherwise notified of any problems with the shipment.

## III. ADDITIONAL PROVISIONS

1. Carrier authorizes Broker to act as Carrier's agent and to invoice shipper, receiver, consignor, consignee or third-party payer for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to Broker shall relieve shipper, receiver, consignor, consignee and third-party payer of any further liability to Carrier for payment of charges. Under no circumstances shall Carrier seek payment directly from Broker's customers (shipper) unless Broker fails to pay to Carrier its lawfully due and uncontested charges, contested charges shall include, without limitation, claims for lost or damaged cargo.
2. All services provided by Carrier shall be in equipment owned or under permanent lease to Carrier. Carrier will not "broker" or tender Broker's traffic to any other carrier or broker for any purpose without the prior written consent of Broker. Broker will not use "trip-leased" equipment in service to Broker without prior written consent of Broker,
3. The bill of lading shall note that the shipments were transported by Carrier, acting as Carrier, and that the shipment was arranged by Broker, acting as a Broker. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in the blank for the consignee. When Broker has assembled multiple shipments into carload or truckload lots, the list of underlying shippers will be attached as an appendix to the bill of lading.
4. During the existence of this Agreement and for a period of one year after its cancellation, Carrier shall not solicit or transport, directly or indirectly, traffic from any shipper, consignor, consignee or customers of Broker where (a) the availability of such traffic first became known to Carrier as a result of Broker's efforts, or (b) where the traffic of the shipper, consignor, consignee or customer of Broker was first tendered to Carrier by Broker. If Carrier breaches this Agreement and "back-solicits" Broker's customers, or obtains traffic from such a customer, Broker then is entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from Carrier of thirty percent (30%) of the transportation revenue invoiced on the movements of the traffic and payment of all costs and attorney's fees expended to secure the thirty percent (30%). This is in addition to any other compensatory and punitive damages, the right to temporary or permanent injunction and all other legal remedies. For purposes of paragraph, "4," Carrier shall include all related companies, whether carrier, broker, freight forwarder, holding company or otherwise, and includes all principals of Carrier, including officers, directors and shareholders acting directly or indirectly.
5. This Agreement shall be governed where necessary by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations. The term of this Agreement shall be for one year from the date shown above. That term may be extended for another year by mutual agreement at or prior to the expiration of the first year, or if no further agreement is executed by that date, this Agreement shall remain in effect until superseded by a subsequent agreement or canceled upon 30 days written notice of cancellation by either party. Carrier shall maintain a copy of this Agreement on file for a period of at least three years after it is terminated or canceled.

Initial: \_\_\_\_\_

6. Notwithstanding the above, either party may terminate this Agreement without penalty on one day's written notice because of a material violation or breach by the other party of any provisions of this Agreement or the execution of a subsequent agreement.

7. Unless otherwise stated, all notices which may be given in connection with this Agreement or required by law or regulation shall be in writing, shall be sent postpaid by the party desiring to give such notice to the other party by first class mail, addressed to such party at its address shown herein, and shall be deemed to have been given when so sent.

8. This Agreement shall be subject to and shall be interpreted in accordance with the laws of the State of Utah. Carrier and Broker agree to the exclusive jurisdiction and venue of the municipal courts and common pleas court of County, Utah.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Name

TSA Global Solutions L.L.C. / Sunset West Trans

\_\_\_\_\_  
Address

3450 N Triumph Blvd Ste 102 Lehi, Utah 84043

\_\_\_\_\_  
Phone

Ph: 800-511-4985 Fax: 800-511-1289

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

*Jerry M. Larson*

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

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

Vice President

Initial: \_\_\_\_\_