



*Carrier information sheet*

Carrier: \_\_\_\_\_

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

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

Mailing Address: \_\_\_\_\_

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

Dispatch Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FED ID# \_\_\_\_\_ MC# \_\_\_\_\_ DOT# \_\_\_\_\_

Factoring? Yes \_\_\_ No \_\_\_ If yes, Factoring Co. \_\_\_\_\_

Liability Company: \_\_\_\_\_

Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Cargo \$ \_\_\_\_\_

Email bills to: [Susan@ozcorpfreightbrokers.com](mailto:Susan@ozcorpfreightbrokers.com) 210-725-2350



## Ozcorp Freight Brokers Payment Policies

Upon completion of delivery, send ALL PAPERWORK to:

Email [susan@ozcorpfreightbrokers.com](mailto:susan@ozcorpfreightbrokers.com)  
210-725-2350

Ozcorp Freight Brokers  
Attn: Susan Montoya  
228 Saddle Lane  
Floresville, TX 78114

### Standard Pay

Ozcorp Freight Brokers (OZDB) is committed to the complete satisfaction of our transportation partners and service providers. A cornerstone to that commitment is the prompt, efficient payment of carrier invoices as our standard pay policy (no additional charge). Our standard pay policy declares that payment will be issued and mailed every Friday upon satisfaction of the following requirements:

- Signed original bill of lading(s). Bills must be free of claims or discrepancies. Originals are required unless specifically noted otherwise.
- All accessorial charges MUST include a valid receipt to be included in payment (reimbursed).
- Must include an invoice with your OZDB load number.
- Your account MUST be current: we must have all carrier documents on file including an accurate carrier profile sheet, a signed broker-carrier agreement, completed W-9, a copy of your MC operating authority, and current certificate of insurance showing Ozcorp Freight Brokers as the certificate holder.
- All paperwork must be received by 12:00pm noon Thursday for payment to be processed by Friday. Any invoices received after noon Thursday will be processed on Friday of the following week.

### Fuel Advance /ComCheks

OZDB can/will issue fuel advances by way of ComChek (up to 40% of agreed rate). There is NO additional charge for the advance. The carrier will be charged \$10 per \$500 increment to cover ComChek fees. A carrier may take a fuel advance only after successfully hauling at least one load for OZDB (no exceptions). Proof of loading MUST be presented prior to being issued an advance.

### Quick Pay

The same requirements as that of Standard Pay apply to Quick Pay. Like Fuel Advances the carrier is responsible for ComChek fees. In addition to the ComChek fees, there will be a 3% charge for the Quick Pay. Allow up to 24 hours to process Quick Pay payment.

Carrier Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_



## Ozcorp Freight Brokers

ACH Authorization Form

PLEASE INCLUDE A COPY OF A VOIDED CHECK WITH THIS FORM VERIFYING ACCOUNT

I (we) \_\_\_\_\_, hereby authorize Ozcorp Freight Brokers to initiate my (our) checking/savings account at the financial institution listed below, and, if necessary, indicate adjustments for any transactions credited/debited in error. This authority will remain in effect until Ozcorp Freight Brokers is notified by me (us) in writing to cancel it, in such time to allow Ozcorp Freight Brokers and the financial institution a reasonable opportunity to act on it.

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

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address of Financial Institution

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address (please print)

Financial Institution Routing Number \_\_\_\_\_

Checking/Savings Account Number \_\_\_\_\_

(please indicate which one)

**VOIDED CHECK MUST BE ATTACHED**



## Ozcorp Freight Brokers

### BROKER-CARRIER AGREEMENT

This agreement is entered into this day \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Ozcorp Freight Brokers (“BROKER”), a Registered Property Broker, Lic. No. DOT/MC And \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT \_\_\_\_\_ (“CARRIER”); collectively, the “Parties”.

(“Registered” means operated under the authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the United States Department of Transportation)

#### 1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper’s insertion of BROKER’S name as the carrier on a bill of lading shall be for the Shipper’s convenience only and shall not change BROKER’S status as a property broker nor CARRIER’S status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in Aug. 2016), form of bill of lading is utilized.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision,



among all other remedies (whether at equity or in law), BROKER shall have the right of paying monies it owes CARRIER directly to the delivering carrier, in lieu of payment to the CARRIER. Upon BROKER'S payment to the delivering carrier, CARRIER shall not be released from any liability to BROKER under this agreement or otherwise, including claims under MAP-21 (49 U.S.C. 13901 et seq.). In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violations of this provision.

- F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. 172.800, 173, and 397 et. Seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation ACT of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers compensation. CARRIER agrees to provide proof of compliance upon request.
- (ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. 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, and information from BROKER or BROKER'S customer with respect to any shipment at any time.
- G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless for any claims, actions, or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party



shall be liable to the other for any claims, actions, or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

- I. Does not have an “unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER immediately if its safety rating is changed to “unsatisfactory” or “conditional”. Authorizes BROKER to invoice CARRIER’S freight charges to shipper, consignee, or third parties responsible for payment.
- J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- K. On behalf of the shipper, consignee, and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER’S customer because of CARRIER’S use of non-compliant equipment.

## **2. BROKER RESPONSIBILITIES**

- A. **SHIPMENTS, BILLINGS & RATES:** BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER OF (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER’S) charges, as mutually agreed in writing, by fax, or electronic means, contained in the BROKER’S Load Confirmation Sheet(s)/dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or fax, email, or text) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.



- C. RATES: Additionally, any rates which may be verbally agreed upon, shall be deemed confirmed in writing where carrier has billed the agreed rate and broker has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.
- D. PAYMENT: The Parties agree that broker is a sole party responsible for payment of CARRIER'S charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER'S invoice within \_\_\_\_\_ days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER'S invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER \_\_\_\_\_ (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.
- E. BOND: BROKER shall maintain a surety bond/trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by the agency's regulations.
- F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership and or/any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- G. BROKER'S responsibility is limited to arranging for, but not actually performing, transportation of a Shippers freight.

### 3. CARRIER RESPONSIBILITIES:

- A. EQUIPMENT: Subject to its representations and warranties in paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. 261.1 et seq. CARRIER will furnish equipment for



transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. 342. CARRIER agrees that all shipments will be transported and delivered within reasonable dispatch, or as otherwise agreed in writing.

- B. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/ liability shall continue until delivery of the shipment of the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue of lading or sign a bill of lading acknowledging receipt of the cargo by CARRIER, shall not affect the liability of CARRIER
- C. LOSS AND DAMAGE CLAIMS:
- (i) CARRIER shall comply with 49 C.F.R. 373.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act 21 U.S.C. 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without BROKER'S express written permission; and
  - (ii) CARRIER'S liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above association guidelines named above at the selection of the BROKER, and



- (iii) Special Damages: CARRIER'S indemnification liability (Par 1.H) for freight loss and damage claims under this sub-par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability CARRIER under Subp. (ii) above.
  - (iv) Except as provided in Par 1 E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
  - (v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within \_\_\_\_\_ days of receipt of the claim. Failure of the CARRIER to pay, decline or offer settlement within this \_\_\_\_\_ day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
  - (vi) CARRIER'S liability for cargo damage, loss, or theft from any cause for anyone shipment, under Subp. li above shall not exceed \$ \_\_\_\_\_ unless CARRIER is notified by BROKER or Shipper of the increased value \_\_\_\_\_ days prior to shipment pick up.
- D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000, (\$5 million if transporting hazardous materials including environmental damage is due to release or discharge of hazardous substances); cargo damage/loss, \$100,000 workers' compensation within limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this agreement shall be construed to avoid or limit CARRIERS' liability due to any exclusion or deductible in any insurance policy.
- E. ASSIGNMENTS OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.
- F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age



pensions, workman's compensation, Social Security, with respect to persons engage in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and carrier shall indemnify, defend and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

#### **4. MISCELLANEOUS:**

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms 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. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

#### **C. WAIVER OF PROVISIONS:**

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the (select one): American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR), DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered



as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrators) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, or DRC nearest or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

(i) (OPTIONAL): (BROKER INITIAL \_\_\_\_; CARRIER INITIAL \_\_\_\_ ) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy exceeds \$ \_\_\_\_\_, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(ii) (OPTIONAL): (BROKER INITIAL \_\_\_\_.; CARRIER INITIAL \_\_\_\_ ) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy does not exceed \$ \_\_\_\_\_ , BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(iii) (IF i AND/OR ii ARE ADOPTED, THEN iii MUST BE INCLUDED) Venue, controlling law, and jurisdiction in any legal proceedings under Subps. i or ii above shall be in the State of \_\_\_\_\_.

E. NO BACK SOLICITATION:

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 months) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(OPTIONAL)

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive and



in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

- (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

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

- i. Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.
- ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

I. NOTICES:

- (i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.



- (ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
- (iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

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

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

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

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

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.



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

Ozcorp Freight Brokers  
(Broker) \_\_\_\_\_ (Carrier)

*Ozzy Montoya*  
Authorized Signature \_\_\_\_\_ Authorized Signature

Ozzy Montoya  
Printed Name \_\_\_\_\_ Printed Name

Owner  
Title \_\_\_\_\_ Title

228 Saddle Lane Floresville, TX 78114  
Company Address \_\_\_\_\_ Company Address

210-400-7331  
Phone \_\_\_\_\_ Phone \_\_\_\_\_ Fax

[ozzy@ozcorpfreightbrokers.com](mailto:ozzy@ozcorpfreightbrokers.com)  
E-Mail \_\_\_\_\_ Email



BROKER-CARRIER Agreement

## **Security Seal Procedure for Food Related Material**

**Addendum A**

### **Objective**

This procedure ("the Procedure") addresses the requirements for the application and removal of uniquely identified devices, such as, but not limited to seals (all such devices being referred to herein as "seals") from trailers or containers for shipments tendered to Carrier by Broker. Various statutes, rules and regulations, including, but not limited to, the Food & Drug Administration's (FDA) Final Rule pertaining to Sanitary Transportation of Human and Animal Food issued April 6, 2016 ("STF Rule") (21 CFR Section 1.900 'et seq), the Food Safety Modernization Act of 2011 ("FSMA") and the Sanitary Food Transportation Act of 2005 ("SFTA") have dictated that actions be taken to protect and reduce risk of contamination of all human and animal food products while the products are in transit.

**The suggested language below is a sample of a Procedure which can be used to achieve that objective.**

Note: the reference to "driver" in this document denotes Carriers drivers unless noted otherwise.

### **General Requirements**

These procedures apply to all loads tendered to Carrier where a seal has been presented to the driver by the shipper or where the shipper has affixed a seal to the door(s) of the trailer or container. Only authorized personnel can remove the seals) upon arrival to the destination site unless required by in-transit inspections (DOT or other regulatory agencies, including but not limited to law enforcement) or special requirements known to Broker. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

#### **A. Product Loading**

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements and ensure any seals from the previous trip are removed.
2. All product whether doublestacked, palletized or slipsheeted shall be appropriately blocked and braced to eliminate potential damage.
3. Once loaded, the trailer or container doors (including side doors) shall be sealed with the Shipper's uniquely identified device ("seal") and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name, etc. by the person (shipper) applying the seals.
4. The use of key or combination locks in lieu of seals for transported materials does not constitute a sealed load, Although the locks provide a greater level of security, the key protocol required to maintain lock access integrity adds another level of risk to raw material and finished product shipments. All loads must have a seal(s) securing the vehicle during transport.



#### B. Product Transport

1. If the seal is broken in the event of an in-transit regulatory inspection (DOT, Ag Dept., law enforcement, etc.) or the driver believes the load has shifted and needs to be Inspected and secured, the Carrier's driver must have additional seals with him and must reseal the door(s) after the inspection is completed and record the new seal numbers on the transport documents. Such procedures should be avoided, except in circumstances where that safe transport of the cargo is at issue. In such instances, Carrier must call Broker in advance of removing the seal (if possible without compromising safety) so that potential removal of the seal can be coordinated with the shipper or other party in interest. After affixing the seal, the driver must also record the date, time and circumstances surrounding the in-transit regulatory inspection on the transport documents.
2. Drivers shall not leave an open, unlocked or unsealed trailer or container unattended at any time.
3. Where a shipment is being relayed by two or more drivers, the subsequent driver(s) must visually verify the trailer or container seal integrity and that the transport documents accurately record the correct seal numbers and indicate such inspection on the shipping documents.

#### C. Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify seal integrity and ensure the seal numbers match those on the driver's transport documents. Only the receiving location's designated individual may remove the seals once verified to match the driver's transport documents, and neither Carrier, nor its driver or others, shall remove a seal, except for in the immediate presence of and at the instruction of a receiver.
2. In the absence of a receiving location employee for off-shift deliveries or otherwise unattended locations, the driver assumes responsibility for the load until final inspection and subsequent receipt at the location.

Initials \_\_\_\_\_



BROKER-CARRIER Agreement

## **Temperature Procedure for Food Related Material**

## **Addendum B**

### **Objective**

This procedure ("the Procedure") addresses the requirements for the transportation of shipments tendered to Carrier by Broker when maintaining the temperature of the product is required and conveyed through written communication including but not limited to the Rate Confirmation provided by Broker or a Bill of Lading provided by the shipper. This is to ensure that all Food Related Material is shipped under FDA's Food Safety Modernization Act (FSMA) scope.

**The suggested language below is a sample of a Procedure which can be used to achieve that objective.**

Note: the reference to "driver" in this document denotes Carriers drivers unless noted otherwise.

### **General Requirements**

These procedures apply to all loads tendered to Carrier whereas there has been a written request presented to the Carrier or driver to maintain a consistent temperature within the trailer or container (reefer). The Carrier shall ensure temperature control and indicator devices are calibrated and in working condition at the specific temperature required for the product shipped. It is the responsibility of the Carrier to immediately notify Broker (a written notification must be sent after any communication via phone) when the temperature of the product may have been compromised. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

#### **A. Product Loading**

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements including cleanliness (free from any evidence of potential contamination) and free from structural defects.
2. The refrigerated trailer or container (Reefer) should be pre-cooled to the appropriate temperature before opening the trailer or container doors.
3. Trailer or container doors should only be opened when shipper is ready to load trailer or container.
4. Once loaded, the trailer or container doors (including side doors) shall be closed and sealed with the Shipper's uniquely identified device ("seal") and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name by the person (shipper) applying the seals (see seal procedures Addendum A).



#### B. Product Transport

1. If there is no electronic temperature warning system in place on the reefer unit, then the driver must keep a written log checking the temperature of the Reefer unit as often as possible but no less than three (3) times a day.
2. Unless otherwise stated in a rate confirmation or the bill of lading. Upon inspection, If the temperature of the Reefer unit varies from the original setting greater than two (2) degrees plus or minus, the driver must inspect the reefer unit to determine the problem. If temperature reefer unit continues to fail, then the carrier must do everything in its power to correct the problem immediately and notify Broker of the situation.

#### C. Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify the temperature of the reefer unit to ensure the temperature matches those on the instructions provided regarding temperature-control with respect to the cargo.
2. Driver will not open the trailer or container doors until the consignee has directed him to do so and is ready to offload the product.
3. If required and made available by the receiver, the driver must be present and witness any product temperature recording upon delivery and note the measurements on all copies of the delivering receipt.

Initials \_\_\_\_\_