

*return completed package to
carriersetup@ironhart.com

Iron Hart Services LLC
PO Box 2206
Eagle ID 83616



Iron Hart Services (IHS) welcomes you as a new carrier to our team. We have attached all the information you will need to get started with our company. To begin with please read the entire Broker/Carrier agreement. Our commitment to compliance requires you to complete the following documents:

- General Information Page
- Broker/Carrier Agreement
- IFTA Certificate
- Copy/Number of Federal Motor Carrier Authorization letter
- Settlement and Quick pay agreement if interested
- Direct Deposit agreement and voided check
- Paperwork Instructions
- Liability Insurance Certificate with IHS listed as Certificate Holder
- Cargo Insurance Certificate -Broad Form or All Risk coverage, IHS listed as Certificate Holder -9 and Federal ID Number
- Worker's Compensation Certificate or Worker's
- Compensation Waiver Form

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General Information Page

Company Name _____

Representative _____

Billing/Payable
Address _____

Office Number _____

Email Address _____

ICC Authority - Common Contract Broker FMCA / MC#

Federal ID# or SS# _____

Driver's License # _____

Contact Name _____

Cell Number _____

Accounts Receivable Contact Name _____

Cell Number _____

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BROKER/CARRIER AGREEMENT

Iron Hart Services LLC

This BROKER/CARRIER AGREEMENT shall govern the services provided by, a licensed and authorized motor carrier pursuant to USDOT # _____ & Docket No. MC# _____ hereinafter referred to as "Carrier") and Iron Hart Services, LLC, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC-993987-B. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder. The term of this contract shall commence on contract date and shall continue in effect until the BROKER/CARRIER AGREEMENT is terminated by either BROKER or CARRIER, by giving Thirty (30) days prior written notice to the other party.

1. **Broker Status.** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

- 1.1 **Carrier Status, Rights and Responsibility.** Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement.
Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intraprovincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

All trailers and tarps must be clean before loading to prevent contamination. In addition, any trailer hauling mammalian protein products must be reported to the BROKER prior to loading and strict compliance of FDA Regulation 21 CFR Part 589.2000 is required.

- 1.2 **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

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- 1.3 Waiver of Rights. Carrier shall, notwithstanding any other terms of this agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.
- 1.4 Sub-Contract Prohibition. Carrier expressly agrees that all freight tendered to it by Broker 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 Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.
- 1.5 Authorities and Licenses; Compliance with Laws. Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.
2. Booking Confirmation. Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).
3. Compensation. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet. Estimated tons shall be calculated after completed paperwork is submitted for final paid on weights. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Standard pay terms shall be thirty (30) days from receipt of necessary supporting documentation.
 - 3.1 Payment of Invoices. Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.
4. Insurance. Carrier agrees to provide any insurance coverages required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or

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province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

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5. **Carrier Moving Perishables.** Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

6. **Shipping Document Execution.** Carrier is to be named on the bill of lading as the "carrier of record."

7. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE.

"Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost, Shipper's/ Consignor's commercial invoice or market value for loss, damage or

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destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

- 8.1 **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. **Governing Law; Consent to Jurisdiction and Integration.** This Contract will be construed, to the extent not preempted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

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9.1 **Safety Rating.** Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services if their safety rating falls to “unsatisfactory.”

10. **Confidentiality Obligations.** Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the “Information”). During this Contract’s term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker’s competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1 **Non-solicitation of Customers.** During this Contract’s term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker’s prior written consent if (a) that Customer first became known to Carrier as a result of Broker’s engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker’s engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Carrier to such Customer.

11. **Savings Clause.** If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

BROKER

CARRIER

Iron Hart Services, LLC

By: _____

It’s _____

Date: _____

Date: _____

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PAYMENT OPTION AND QUICK PAY AGREEMENT

Iron Hart Transportation offers different payment methods to best meet the needs of our carriers, including the following:

Direct Deposit (EFT) – With this payment method, Iron Hart Services will process an automated direct deposit into your bank account after receiving all required documents needed for settlement. Direct deposit payment is processed on a daily basis, with payments initiated on the day payments are due based upon the Payment Option Selected.

There is no fee associated with this payment method.

Remittance E-Mail: _____

For us to set up this payment method, we must receive a completed Direct Deposit (EFT) Enrollment Form and Agreement (Appendix “A” attached). We will also need a copy of a VOIDED check with the account and bank routing numbers for the account you wish to use for these deposits. Attach your VOIDED check in the space provided (on Appendix “B”) as well as the address you wish the remittance information to go to.

Check Payments – If you elect to be paid by check, payments will be processed on the Friday morning that payments were due and mailed out that afternoon. Remittance information will be mailed with the check detailing the loads that were paid with that check.

Quick Pay – Iron Hart Services offers Quick Pay options for our Carriers, with a Payment Discount applied based upon the Payment Option Selected (see Appendix “A” attached for terms and agreement). If you elect to be set up for the Quick Pay Option, you will also be required to complete the Direct Deposit

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(EFT) Enrollment Form and Agreement (Appendix “B”, attached), in order to be set up in our system to receive Direct Deposit (EFT) payments.

QUICK PAY AGREEMENT

By executing this Appendix “A”, Carrier is requesting that Iron Hart Services make early payment of freight charges in exchange for a discount of the agreed rates provided for in the Broker-Carrier Agreement. This request for quick pay may be changed from time to time, in writing.

Upon final completion of the load, and after providing all requested or necessary documents to confirm completion of Carrier’s responsibilities without loss or damage, Iron Hart Services agrees to pay to Carrier the amount of the agreed rate, as confirmed by the Load Confirmation minus 2% Quick pay within 10 business days. Load Confirmation minus 4% Quick Pay discount for 2 business days. If a Quick Pay option is requested on any load the Carrier must clearly state 2 or 10 Quick Pay in the subject line of email which includes all documents necessary for payment of load. Upon receiving the necessary documents, Iron Hart Services will make payment on the agreed upon schedule, by ACH Transfer. Same Day Pay is also available at the same discount as 2 Day Quick Pay with an additional \$100 flat fee above the 4% fee. Same Day Pay is only available on business days and must be received by 11am.

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DIRECT DEPOSIT (EFT) ENROLLMENT FORM AND

AGREEMENT *** Please include copy of voided check

Company/Payee _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

E-Mail Address: _____

Financial Institution Name: _____

Address: _____

City _____ State: _____ Zip: _____

Routing Number: _____

Account Number: _____

Account Type: Checking _____ Saving _____

I hereby Iron Hart Services LLC to automatically deposit payments to the account listed above under the terms and conditions of this Direct Deposit (EFT) Enrollment Form and Agreement. I certify that I am authorized to enter into this agreement on behalf of the account holder. I verify that the information provided on this form is correct and that Iron Hart Services may rely on it. Any changes to this agreement must be in writing, please allow up to ten (10) business days to execute your instructions.

Authorized Signature: _____

Name: _____

Title: _____ **Date:** _____

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**WORKERS COMPENSATION CERTIFICATE OF ELECTION
CERTIFICATION:**

This is to certify that the Carrier named below has elected not to cover its owners, partners or officers under the Workers' Compensation laws of the State of _____. The Carrier named below certifies that it has no employees. The Carrier named below certifies that it uses no independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are no other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

AGREEMENT:

The Carrier named below agrees, in consideration for work received from Iron Hart Services LLC, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a Certificate of Insurance for Worker's Compensation will be furnished to Iron Hart Services LLC prior to the commencement of any work and to name Iron Hart Services LLC a Certificate holder of said Certificate. Carrier further agrees to indemnify and hold harmless Iron Hart Services LLC from all losses or any incident with our employees or subcontractors under the category of Worker's Compensation.

Carrier Name: _____

Signature: _____

Name: _____

Title: _____

MC #: _____ Date: _____

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Paperwork Procedures

Immediately after unloading, a scanned copy of original paperwork must be sent to office@ironhart.com
Original paperwork must be sent to Iron Hart Services at PO Box 2206, Eagle, ID 83616 (If required). Some Customers require original paperwork, these originals will be sent through the mail certified to PO Box 2206 Eagle ID 83616. Always confirm mailing instructions by referring to Load Confirmation. All scanned copies must be legible and clear. Payment can be delayed because of unreadable copies. A copy of the last three Bill of Ladings must be kept in the Carriers truck at all times. When required proof of washout must be provided.

Iron Hart Services must be notified prior to leaving unloading site on all weight discrepancies.

Weight discrepancy over 250 pounds will be reviewed and payment may be held until notification by customer is made to state if there is a claim on the lost product and/or Iron Hart Services is paid for the load.

Waiting time or detention is paid after Iron Hart Services is paid for said detention. Detention must be authorized in writing and approved by The Customer.

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Paperwork required for each load is:

- Invoice with company name, address.
- Signed Bill of Lading.
- Scale tickets.
- Iron Hart Services Load Confirmation with Pay Number.
- Proof of clean trailer.
- Any other specific instructions on the Load Confirmation.

CARRIER Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

*return completed carrier set up to:
carriersetup@ironhart.com

Initial ____ ____