

INDEPENDENT HAULER

Standard Form Agreement



Please submit completed form along with:

- ✓ Copy of valid driver license
- ✓ Copy of DOT Physical Card
- ✓ Truck registration
- ✓ Letter from Drug Test company for proof of enrollment in random consortium
- ✓ Proof of insurance listing Grieve Logistics, Inc. as additional insured

Contact Frank for questions: 303.919.9393

Fax: 303.455.1044

Email: Grievelogistics@grievetruckinginc.com

INDEPENDENT HAULER AGREEMENT (Standard Form)

This Agreement is made and entered into this _____ day of _____, 20____ by and between Grieve Logistics, Inc. hereinafter referred to as "BROKER", and _____ hereinafter referred to as "CARRIER".

Terms of Agreement

This agreement shall remain in full force and effect, and the mutual obligations and covenants shall remain binding upon the parties, until written notice of termination or amendment thereof is provided by BROKER to CARRIER. CARRIER hereby acknowledges that BROKER is fully and completely relying upon the representations CARRIER made herein, and CARRIER furthermore affirmatively represents to BROKER that in the event any of the representations made herein become no longer true or correct that CARRIER shall immediately advise BROKER in writing of such changed circumstances, including but limited to, changes in insurance coverage, licensing, permitting term or conditions, financial condition, and internal policies affecting any evaluation of the qualifications of any driver or other person employed or utilized by CARRIER.

Scope of Work

CARRIER shall furnish all labor, materials, equipment, and administration, etc. necessary for the proper and complete performance and acceptance by BROKER of any task assigned or otherwise delegated by BROKER to CARRIER.

Insurance and Indemnification

CARRIER shall carry the following insurance for the term of the Agreement:

Commercial Auto Liability Insurance. Auto liability insurance providing coverage for bodily injury, including death, property damage liability, and contractual liability covering all owned, leased and non-owned autos, trucks, tractors, trailers, and semi-trailers while performing the transportation services and while on Shipper's property, with a combined single limit for bodily injury and property damage liability of not less than \$1,000,000.00 for each accident or occurrence.

General Liability Insurance. General liability insurance including coverage for bodily injury and property damage, products completed operations, cross liability and broad form contractual liability with respect to BROKER'S obligations under this Agreement having a combined single limit for bodily injury and property damage liability of not less than \$1,000,000.00 for each accident or occurrence

Workers' Compensation. The CARRIER shall secure and maintain during the life of the contract, coverage for all its employees unless exempt from coverage (see attached)

Transportation Cargo Insurance. The CARRIER shall secure and maintain insurance in sufficient amounts to cover the value of the equipment being transported.

CARRIER shall provide, within in a reasonable time after execution of this agreement and at any time thereafter requested, a certificate of insurance and all other documentation reasonably necessary to evidence at least the following, which are conditions precedent to the performance by and payment by BROKER to CARRIER of and for any services contemplated by this Agreement:

Certificate Holder and Additional Insured: Grieve Logistics, Inc., 5390 Tennyson St., Denver, CO 80212
Workers Compensation: Waiver of subrogation and proof of coverage – (if exempt from coverage-independent hauler declaration must be completed)

CARRIER'S required coverage shall be considered primary, and all other insurance shall be considered as excess over and above the CARRIER'S coverage.

Verification of CARRIER Qualifications

CARRIER affirmatively represents that (i) prior to its execution of this Agreement, CARRIER has reviewed the Request for Verification of Qualifications (the "Verification") attached as Exhibit A to this Agreement ; (ii) CARRIER currently has, and will continue to maintain, all licenses and/or permits contemplated by the Verification; (iii) CARRIER currently can, and will continue to be capable of, answering inquiries 6 through 13 of the Verification in the affirmative; (iv) within ten (10) days of its execution of this Agreement and at any time requested thereafter, and as a condition precedent to any payment by BROKER to CARRIER, CARRIER shall provide to BROKER that documentation required by the Verification ; and (v) if at any time the representations set forth in (i) through (iv) above, are no longer truthful or accurate, CARRIER shall decline to provide further services under this Agreement and shall immediately advise BROKER of such fact in writing.

Payment

Payment to the CARRIER shall be subject to those conditions precedents set forth above and are to be made in accordance with agreed upon unit prices and approved quantities. Further, all invoicing by the CARRIER to the BROKER must include the following information: Invoice/Truck Ticket, Date of Work, Description of Work including origin and/or destination of hauling activity, Units Hauled including weight ticket (if applicable) and Unit Price with extensions and totals. In addition, an authorized BROKER representative must sign all tickets prior to their inclusion in an invoice.

Indemnification

CARRIER shall defend, indemnify and otherwise hold BROKER harmless from any and all liability, damages, claims, causes of action, including without limitation BROKER'S actual costs and attorney fees, arising from the performance by CARRIER of any services contemplated by this Agreement or any breach thereof. CARRIER shall be solely responsible for the payment of any fines, penalties or levies assessed by OSHA, the DOT or any other governmental agency.

Assignment

This Agreement is not assignable by the CARRIER and there are no intended third-party beneficiaries hereunder.

Notices

All notices required hereunder shall be sent via first class mail to the addresses first set forth above unless a written change of address is provided by the parties to one another

Grieve Logistics, Inc. (sign & date)

Carrier. (sign & date)

Grieve Logistics, Inc. (printed)

Carrier. (printed)

Request for Verification of Qualifications

(Exhibit A to Standard Form Trucking Subcontract)

We have determined that, in the course of regular business, your trucks and drivers are subcontracted to Grieve Logistics, Inc. as Independent Haulers. Prior to doing any work for Grieve Logistics, Inc. we need all documentation that you are in compliance with the D.O.T. regulations. *Such compliance is mandatory at all times work is being performed at the request or for the benefit Grieve Logistics, Inc. and is a condition to precedent to any payment for services.*

We will need you to verify and submit the following documentation to our office:

1. For all purposes with respect to any services performed for Grieve Logistics, Inc. you are in fact an Independent Hauler, and if deemed appropriate or necessary, you will submit appropriate documentation to the Colorado Compensation Insurance Authority to confirm such fact. (See attached Independent Hauler Insurance Status)
2. Proof of auto liability insurance listing Grieve Logistics, Inc. as additional insured (with a minimum of one million per occurrence)
3. Completed W-9 form (taxpayer ID number and certification)
4. U.S. D.O.T. number _____

Also, we need to you sign below to assure us the following:

5. Your drivers complete the Driver's Daily Vehicle Inspection Report per Federal D.O.T. regulations.
6. Your Commercial vehicles have current annual inspections.
7. Your drivers all have a current Commercial Driver's License.
8. Your drivers all have current D.O.T. Physical Card
9. You have screened your drivers and all have the acceptable and legal driving records
10. Your drivers are a part of a Random and Pre-Employment Drug and Alcohol Program; have not tested positive for drugs in the last three years, or that the driver has completed rehabilitation through a Mental Health Facility and can again work in a safety sensitive position driving a commercial vehicle.
11. You can furnish, immediately upon request, proof of items 4-9 to Grieve Logistics, Inc.

I have read and acknowledge compliance with all above items.

Dated: _____

Company Name: _____

Signature: _____

Position with Company: _____

Declaration of Independent Contractor Status Form

We certify UNDER PENALTY OF PERJURY that: (name and trade name) _____
performing (type of work) _____
Social Security or Federal Employer Identification # _____
Address: _____ Phone: _____
is an independent contractor (IC) and is not an employee of the following policyholder (PH): _____
Address: _____ Policy # _____ Phone: _____

We also certify, by OUR initials WHERE APPLICABLE, that the above business for which the above individual performs services meet the following criteria:

- IC _____ PH _____ 1. The business DOES NOT require the individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period);
- IC _____ PH _____ 2. The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC _____ PH _____ 3. The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC _____ PH _____ 4. The business DOES NOT terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC _____ PH _____ 5. The business DOES NOT provide more than minimal training for the individual;
- IC _____ PH _____ 6. The business DOES NOT provide tools or benefits to the individual (except that materials and equipment may be supplied);
- IC _____ PH _____ 7. The business DOES NOT dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC _____ PH _____ 8. The business DOES NOT pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC _____ PH _____ 9. The business DOES NOT combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly.

CERTIFICATION BY INDEPENDENT CONTRACTOR

THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE:

- WILL NOT BE ENTITLED TO ANY WORKERS' COMPENSATION BENEFITS IN THE EVENT OF INJURY.
- IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES FOR THE BUSINESS.
- IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES.

Independent Contractor Signature _____ Title _____ Social Security # _____
STATE OF COLORADO, COUNTY OF _____
Subscribed and sworn before me by _____ this _____ day of _____
Commission expires: _____

NOTARY PUBLIC

Acceptance of the Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations.

CERTIFICATION BY BUSINESS

I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.

Signature _____ Title _____
STATE OF COLORADO, COUNTY OF _____
Subscribed and sworn before me by _____ this _____ day of _____
Commission expires: _____

NOTARY PUBLIC

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) >
☐ Other (see instructions) >

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part I Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person >

Date >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BROKER - CARRIER AGREEMENT

This Transportation Agreement (the "Agreement"), is entered into

this ____ day of _____, 200__ by and

between GRIVE LOGISTICS, INC. (hereinafter referred to as "BROKER")

and _____ (hereinafter referred to as "CARRIER").

WHEREAS, "BROKER" is a person (or company) who arranges with an operator to carry the goods of another person (or company), for compensation and by commercial motor vehicle and may be duly registered where required.

WHEREAS, "CARRIER" is a person (or company) registered ("registered" means operating under authority issued by all applicable regulatory authorities) to carry the goods (property) of another person (or company) by commercial motor vehicle for compensation (copies of Operating Authorities are attached hereto as Appendix C).

WHEREAS, the name "SHIPPER" is the customer of the BROKER, and is also known but not limited to the names consignor, consignee and receiver.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities, and

B. shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement, and

C. makes the representations herein for the purpose of inducing BROKER to enter into this Agreement, and

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 or CARRIER's status as defined above, and

E. will not re-broker, assign or interline the shipments hereunder, without 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 in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph, and

F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial (or state) and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs 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 hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, 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, and

G. CARRIER will notify BROKER immediately if any 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, and

H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from 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. BROKER shall not be liable to the CARRIER for any claims, actions or damages due to the negligence of the CARRIER, or the shipper. The obligation to defend shall include all costs of defense as they accrue, and

I. does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional", and

J. authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment, and

K. has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by

electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). 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 by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

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 reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT:

i. The Parties agree that BROKER is the sole party responsible for payment CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER hereunder. BROKER agrees to pay CARRIER's invoice within thirty (30) 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 twenty (20) business days advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. BOND: If applicable, BROKER shall maintain a surety bond on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. If applicable, BROKER will notify CARRIER immediately if its 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.

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. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a Uniform Bill of Lading 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 to 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 terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

i. CARRIER shall comply with 49 C.F.R. §370.1 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 federal, state or provincial regulatory agency, for processing all loss and damage claims and salvage and

ii. CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms, and in respect of shipments originating in Canada under the uniform bill of lading in effect in the province of Canada where the carrier issues a bill of lading. It is agreed that in respect of shipments from a Canadian origin that the BROKER on behalf of the SHIPPER is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft and CARRIER waives the provisions of clauses 9 and 10 of the uniform bill of lading in effect in the province of origin.

iii. Special Damages: CARRIER 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 of CARRIER under sub par (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 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

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: Public liability \$1,000,000 motor vehicle (including hired and non-

owned vehicles), property damage, and personal injury liability \$1,000,000 (\$2,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances); cargo damage/loss \$150,000; workers' compensation with 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 federal, state or provincial regulatory agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT 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 from BROKER.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

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), where applicable. 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, State or Provincial statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the ADR Institute of Ontario (ADR) 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 ADR. 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 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 ADR nearest the offices of the BROKER or such other place as mutually agreed

upon in writing or directed by the acting arbitration association, provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue and controlling law for any such action shall be Ontario. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

- i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 or _____ 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.
- ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 36 or _____ months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20% or _____%) 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 relief 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 prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. 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).

H. 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.
- 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. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and 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. 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.

(BROKER)

(CARRIER)

Authorized Signature:

Printed Name:

Title:

Company Address:

Phone:

Fax#

E-Mail

Authorized Signature:

Printed Name:

Title:

Company Address:

Phone:

Fax#

E-mail:

FRANK GRIEVE

PRESIDENT, GRIEVE LOGISTICS INC.

5390 TENNYSON ST. DENVER, CO 80212

303-919-9393

303-455-1044

f.grieve78@gmail.com

BROKER - CARRIER AGREEMENT

This Transportation Agreement (the "Agreement"), is entered into

this ____ day of _____, 200__ by and

between Grieve Logistics Inc (hereinafter referred to as "BROKER")

and _____ (hereinafter referred to as "CARRIER").

WHEREAS, "BROKER" is a person (or company) who arranges with an operator to carry the goods of another person (or company), for compensation and by commercial motor vehicle and may be duly registered where required.

WHEREAS, "CARRIER" is a person (or company) registered ("registered" means operating under authority issued by all applicable regulatory authorities) to carry the goods (property) of another person (or company) by commercial motor vehicle for compensation (copies of Operating Authorities are attached hereto as Appendix C).

WHEREAS, the name "SHIPPER" is the customer of the BROKER, and is also known but not limited to the names consignor, consignee and receiver.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities, and

B. shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement, and

C. makes the representations herein for the purpose of inducing BROKER to enter into this Agreement, and

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 or CARRIER's status as defined above, and

E. will not re-broker, assign or interline the shipments hereunder, without 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 in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph, and

F. is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial (or state) and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs 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 hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, 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, and

G. CARRIER will notify BROKER immediately if any 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, and

H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from 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. BROKER shall not be liable to the CARRIER for any claims, actions or damages due to the negligence of the CARRIER, or the shipper. The obligation to defend shall include all costs of defense as they accrue, and

I. does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional", and

J. authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment, and

K. has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by

electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). 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 by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

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 reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT:

i. The Parties agree that BROKER is the sole party responsible for payment CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER hereunder. BROKER agrees to pay CARRIER's invoice within thirty (30) 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 twenty (20) business days advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. BOND: If applicable, BROKER shall maintain a surety bond on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. If applicable, BROKER will notify CARRIER immediately if its 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.

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. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. **BILLS OF LADING:** CARRIER shall issue a Uniform Bill of Lading 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 to 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 terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. **LOSS & DAMAGE CLAIMS:**

i. CARRIER shall comply with 49 C.F.R. §370.1 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 federal, state or provincial regulatory agency, for processing all loss and damage claims and salvage and

ii. CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms, and in respect of shipments originating in Canada under the uniform bill of lading in effect in the province of Canada where the carrier issues a bill of lading. It is agreed that in respect of shipments from a Canadian origin that the BROKER on behalf of the SHIPPER is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft and CARRIER waives the provisions of clauses 9 and 10 of the uniform bill of lading in effect in the province of origin.

iii. **Special Damages:** CARRIER 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 of CARRIER under sub par (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 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

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: Public liability/GL \$1,000,000; motor vehicle (including hired and non-

owned vehicles), property damage, and personal injury liability \$1,000,000 or (\$2,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances); cargo damage/loss \$150,000 ; workers' compensation with 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 federal, state or provincial regulatory agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT 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 from BROKER.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

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), where applicable. 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, State or Provincial statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the ADR Institute of Ontario (ADR) 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 ADR. 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 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 ADR nearest the offices of the BROKER or such other place as mutually agreed

upon in writing or directed by the acting arbitration association, provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue and controlling law for any such action shall be Ontario. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

- i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 or _____ 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.
- ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 36 or _____ months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20% or _____%) 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 relief 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 and 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 prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. 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).

H. 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.
- 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.

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

(BROKER)

(CARRIER)

Authorized Signature:

Authorized Signature:

Printed Name:

Printed Name:

Title:

Title:

5390 Tennyson St, Denver, CO 80212

Company Address:

Company Address:

Phone:

Phone:

Fax#

Fax#

E-Mail

E-mail: