

BULLDOGG LOGISTICS, LLC
568 East 300 South, Hyrum, Utah 84319
Phone: (435) 512-5955

APPLICATION FOR CREDIT

Full Company Name ("Applicant")

Email Address

Street Address/Billing Address

Phone Number

City, State, Zip Code

Fax Number

Business Information

Nature of Business: _____ Business Formed In: _____

Type of Business (check one): Corporation____; LLC____; Partnership____; Sole Prop. _____

Is Business Seasonal: **Y / N** If "**Yes**" identify peak season dates: _____

Payment Information

Payment Contact: _____ Payment Email: _____

Payment Phone: _____ Payment Fax: _____

Is Bill of Lading/POD required for freight bill payment? Yes ____ No ____

Special Billing Instructions: _____

Banking Information

Name of Bank: _____ Contact Name: _____

Street Address: _____ Phone/Fax: _____

City, State, Zip: _____ Account Number: _____

Transportation References:

1. _____ / _____
Name of Company Contact Phone Fax

2. _____ / _____
Name of Company Contact Phone Fax

3. _____ / _____
Name of Company Contact Phone Fax

Estimated Monthly Volume: _____ Estimated Date of First Load: _____

Basic Terms and Conditions

Authority. The Applicant representative executing this Application for Credit (“Application”) certifies that the information contained herein is true and correct and that he/she is authorized to execute this Application on behalf of the Applicant. Applicant authorizes BULLDOGG LOGISTICS, LLC (“BULLDOGG”) or its employees or agents to obtain credit information from the bank, trade, transportation and credit references listed above and credit reporting companies as BULLDOGG deems necessary to evaluate Applicant’s payment history and to report credit information to others.

Terms and Conditions. Applicant agrees and accepts each of the BULLDOGG Terms and Conditions of Brokerage found on the [BULLDOGG website at http://](http://BULLDOGG website), which terms and conditions restate and incorporate the Basic Terms and Conditions stated herein.

Payment. It is understood and agreed that all freight and or other charges billed by BULLDOGG are due within thirty (30) days from the date of each invoice. Any such charges not paid to BULLDOGG within thirty (30) days from the date of such invoice shall accrue interest at the rate of 1.5% per month. It is further agreed that the Applicant shall pay any collection expenses, including but not limited to, attorney fees, expenses and/or court costs, that are incurred due to any effort to collect monies owed by Applicant, whether any such attorney fees, expenses and/or costs are incurred with or without or before or after commencement of formal proceedings or the filing of any lawsuit or incurred prior to or after entry of a judgment.

Governing Law: All transactions and dealings between BULLDOGG and Applicant shall be governed by the laws of the State of Utah and, where applicable, federal law. Jurisdiction and venue for any and all actions or proceedings between Applicant, BULLDOGG, and/or any shipper, consignee, or other third party involved in the movement of freight shall be in the courts in and for the State of Utah located in Salt Lake County, Utah and/or the U.S. District Court for the District of Utah and Applicant also agrees to bring any action(s) against BULLDOGG exclusively in such courts. Applicant further and knowingly waives and agrees not to assert any defense based upon jurisdiction, venue, inconvenience of forum, lack of personal jurisdiction, or similar doctrine for actions commenced by BULLDOGG in such courts. Applicant further waives its right to a trial by jury.

Back Solicitation: Applicant agrees not to back-solicit or tender loads directly to the carriers that BULLDOGG arranges to haul the freight of Applicant nor to allow such carriers to haul freight directly for Applicant.

Cargo Claims. Applicant agrees that all claims for loss or damage to cargo or theft of cargo and any claims for delay in delivery of freight will be directed to and asserted against the motor carrier responsible for such loss, damage or delay and not BULLDOGG. BULLDOGG may, at its sole discretion, facilitate claims with the motor carrier on behalf of Applicant. The motor carrier is fully liable for its actions while it maintains care, custody and control of Applicant’s freight. The motor carrier’s liability for cargo is limited to \$100,000.00, unless otherwise pre-arranged in an amount specified in writing and accepted by both parties.

Delay Claims. Delay claims, in any event or of any type, shall be limited to a maximum of one-hundred dollars per day (\$100/day) from the date delivery was late unless the motor carrier acted with reasonable dispatch. Applicant shall provide written notice of any foreseeable expenses to both BULLDOGG and the motor carrier prior to dispatch of the load that details the costs to Applicant/shipper of any late delivery. If such written notice is not provided prior to dispatch, Applicant understands and agrees that it has waived all claims for consequential damages arising from any delay.

Insurance: All carriers retained by BULLDOGG will maintain a minimum of \$100,000.00 in cargo insurance.

Printed Name: _____

Title: _____

Signature: _____

Date: _____