PO Box 26602 Fresno, Ca, USA 93729 Phone: 559-545-7009

Email: Deep@sdistagecoach.com

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^{**}Please submit ALL pages of this packet & contract upon completion**

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Carrier Letter

We would like to thank you for choosing Stagecoach Distribution Incorporation, Inc. . Where we strive for excellence in customer service and provide a positive working relationship with you, the Carrier.

Broker/Carrier Agreement & Requirement List

Attached is an updated Broker/Carrier Agreement & Requirement List. A revised written communication statement of the Broker/Carrier relationship, insurance requirements and list of certificates required by Federal and State laws. WAL must have current copies on file in order to dispatch loads.

Dispatch

- The dispatch email will include necessary load information including: Pick-up & delivery locations, release & delivery numbers, confirmed rates, pick-up & delivery times, customer contact information, commodity, and special delivery and/or washout instructions.
- Contact dispatch immediately to notify of late pick-up or late delivery, if release numbers are incorrect, or there are any other questions. Dispatch will contact the customer if there are any extenuating circumstances, or if you are delayed. For afterhours and weekend assistance call 559-545-7009. Communication is the key.
- Reply-All to the original dispatch email IMMEDIATELY with a photo-copy of the original weight certificate to verify load completion. This keeps information up to date, accurate, and maintains a high-level of customer service.
- If a load has been cancelled by Dispatch it is NOT available for pick-up.

Required Paperwork

Our goal is to invoice our customers and remit payment to you, the carrier, in an efficient and timely manner. The following ORIGINAL copies of paperwork is REQUIRED to be submitted on a WEEKLY BASIS:

- WAL BOL- Filled out completely and clearly
- Originating Weight Certificate
- **Destination Weight Certificate**
- If applicable, Clean Truck Affidavit, Wash-out Receipt, Shipper Bill of Lading, or
- Keep the paperwork in Order: BOL, originating, destination
- Original Paperwork must be clean & stapled neatly together

If any paperwork is missing contact dispatch to assist in obtaining copies and make notes for billing

Payment

- Paperwork must be submitted with-in 7 days of load completion. Incomplete or incorrect paperwork will result in a delay of payment to carrier.
- Once ORIGINAL paperwork is date-stamped in our office a 1DAY waiting period begins to receive payment Carrier settlement is processed on the NEXT DAY after ORIGINAL paperwork is received in our office. No Payment processed on weekends or holidays.
- We have several payment options available. Please choose one before the first payment date.
 - o Check: Can be mailed or picked up in the office
 - Direct Deposit: form must be filled out and on file
 - ACH: For corporations (or carriers that factor) a form must be filled out with the factoring company and sent to Stagecoach Distribution Incorporation, Inc., and on file (Direct Deposit and ACH payments are initiated on Tuesday and funds applied to your account on Thursday)

Carrier Name Printed	Carrier Signature	Date

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Carrier Requirement List

The following is required by Stagecoach Distribution Incorporation, Inc. prior to any dispatch assignments being sent.

THE TO	nowing is required by budgecoden Distribution incorporation, inc. prior to any disputen assigni	nents comg sent.
	Signed and dated Broker-Carrier Agreement	
	Proof of Worker's Compensation, if applicable	
	Certificate of Insurance	
	Completed Direct Deposit or Settlement Payment Form	
	Completed W-9 with Federal Tax ID or Social Security Number (along with type of business)
	Operating Authority, if applicable	
	Copy of CARB Compliance Certificate	
	Copy of DOT Registration (safety rating)	
	Signed Carrier Letter	
	[Office Use Only:
		Verified by:

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Insurance Requirements

Certificate of Insurance:

- o Commercial General Liability with a limit of \$1,000,000.00 each occurrence and \$2,000,000 aggregate
- o Automobile Liability with a limit of \$1,000,000.00 each occurrence combined single limit
- o Cargo Coverage for \$100,000.00
- o Stagecoach Distribution Incorporation, Inc. listed as additional insured in each occurrence, Endorsement Required

Worker's Compensation:

o Proof of Worker's Compensation for no less than \$500,000; if applicable

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Carrier Information Form

Company Name:			
Mailing Address:		St	Zip
Company Phone:	·		_
DOT #:			
Driver Information			
Driver's Name:			
Last	First		
Current Address:			
Street	City	St	Zip
Date of Birth:/	Years of Experience:		
Driver's Phone:	Driver's Email:		
Driver's License Number:	Expiration Date:/ Issuing St:		
Truck & Trailer Information			
Truck License Plate:	Trailer License Plate:		
Type of Tractor:			
Type of Trailer:	(Walking Floor, Belt, Hopper, Tanker)		
Truck/Trailer Point of Origin:			
Emergency Contact Information	St		
· ·			
Primary Contact:	Relationship:		
Phone Number:			
Secondary Contact:	Relationship:		
Phone Number:			

Office Use Only:
Start Date: ___/__/

Broker-Carrier Agreement

This Agreement shall govern the service	es provided by	, a licensed and authorized
motor carrier pursuant to USDOT #	& Docket No. MC#	_ (hereinafter referred to as "Carrier")
and StageCoach Distribution, Inc./D	ba SDI, (hereinafter referred to a	s "Broker"), a licensed property Broker
pursuant to Docket No. MC#1108395.	Broker and Carrier agree that not	withstanding other provisions, carriage
documents or regulation to the contra	ary, this Agreement shall govern	Carrier's performance and obligations
pertaining to transportation services for	freight tendered to Carrier hereu	nder.

- 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 <u>Carrier Status, Rights and Responsibility.</u> 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 any 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 intra-provincial 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.

- **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.
- **1.3.** <u>Waiver of Rights.</u> 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, interline or in any other form arrange for the freight to be transported by a third party. 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 <u>Authorities and Licenses; Compliance with Laws</u>. 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 (a) provide at its soles cost and expense, all equipment and personnel necessary or required for performance hereunder, (b) pay all expenses related, in any way, with the use and operation of the Equipment, and personnel, (b) maintain the equipment in good repair, mechanical condition and appearance, (c) utilize only competent, able, legally qualified and licensed personnel, (d) comply with applicable federal, state and/or local laws and regulations including those pertaining to its operations, cargo for transport, equipment and drivers, obtaining of 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. <u>Compensation.</u> 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 or other signed writing. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment 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. <u>Insurance.</u> Carrier agrees to provide any insurance coverage's 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 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 at \$5,000,000 each occurrence, as required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker as a certificate holder 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.

5. Carrier Moving Perishables. Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B. C & D, incorporated as an integral part of this Agreement. 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. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

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.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges

that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

- 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 CARRIAGE TENDERED TO CARRIER, 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, fines, 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. <u>Carrier's Cargo Liability.</u> Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or 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 broken 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 <u>Salvage Claims.</u> 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 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.
- 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.
- 9.1 <u>Safety Rating</u>. Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."
- 10. <u>Confidentiality Obligations</u>. 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 "<u>Information</u>"). 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. Nonsolicitation 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.

sidhu

BROKER	CARRIER	
Ву:	By:	
Witness:	Witness:	
Date:	Date [.]	

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Settlement Payment Options

I,	hereby authorize to receive my settlement payments from
Stagecoach Distribution Incorpora	ation, Inc. in the form of:
Live Check	
☐ Direct Deposit (fill out atta	ched form)
ACH Factoring (fill out at	tached form)
Wire Transfer	
All Live Checks are to be made o	ut to the following:
Pick-up from office USPS Mail distribution, p	please select how you would like to receive the check: please specify address to be mailed to:
Signature	Date
	Office Use Only: Start Date://

Direct Deposit Authorization Form

Payee Information:	
Name:	
Address:	
EIN/SSN:	
Home/Cell/Work Number:	:
Financial Institution:	Checking Savings
Attachments: Attached to this Authorization is a	cancelled check with my account information.
(Attaci	h copy of voided check here)
further authorize Stagecoach Distribution Incorp	tion to deposit all payments due to me in the account (s) named here in. I poration the authority to make debits or take other corrective actions, if gecoach Distribution Incorporation into the account(s).
Signed:	Date:
	Office Use Only:

Estimated Start of Settlements: _______
Added into Quick Books: ______

ACH Authorization Form

Payer Information:	Payee Information:
Name: Stagecoach Distribution Incorporation	
	Name:
	Address:
	Factoring Company Name:(if using one)
	ABA:
	ACCT:
	Phone Numbers for Carrier:
	Home:
	Work:
EIN/SSN:	
here in. I further authorize Stagecoach Distributio	to deposit all payments due to me in the account(s) named n Incorporation the authority to make debits or take other deposit made by Stagecoach Distribution Incorporation into
(Attach cop	py of voided check here)
Signed:	Date: