

Contact Information:

Toll Free: **866-917-0090**

Local: **586-775-0090**

Fax: **586-778-5584**

US DOT #: **2273090**

MC #: **586191**

Federal ID #: **35-2284069**

Email: operations@logisticonebrokerage.com

All Pods MUST BE SENT IN 48h to:

accounting@logisticonebrokerage.com and

operations@logisticonebrokerage.com



Logistic One Brokerage LLC.
Warren, MI



CONTRACT FOR MOTOR CARRIER TRANSPORTATION SERVICE

THIS CONTRACT is made and entered into on _____, 20____, by and between **Logistic One Brokerage, LLC.** and _____ (“CARRIER”), (individually, a “Party” and collectively, the “Parties”).

Recitals

A. **WHEREAS** Logistic One Brokerage LLC is licensed as a property broker by the Federal Motor Carrier Safety Administration (“FMCSA”), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

B. **WHEREAS** CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by LOGISTIC ONE Brokerage LLC; and

NOW THEREFORE, intending to be legally bound, LOGISTIC ONE Brokerage LLC and CARRIER agree as follows:



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Agreement

1. **TERM AND TERMINATION.**

(a) The Term of this Contract shall be for one (1) year after the execution hereof and shall automatically renew for successive one (1) year periods; provided, however, that either Party may terminate this Contract at any time by giving written notice with at least thirty (30) calendar days prior to the intended date of termination.

(b) LOGISTIC ONE Brokerage LLC may additionally terminate this Contract immediately upon written notice in any of the following events:

- i. CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Contract;
- ii. CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Contract, and such breach continues for a period of five (5) days after written notice thereof from LOGISTIC ONE Brokerage LLC to CARRIER;
- iii. CARRIER becomes subject to, or voluntarily commences, any proceeding, or is or becomes subject to, or voluntarily files any petition, in either case seeking relief under any federal, state or foreign bankruptcy, insolvency or similar law;



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- iv. CARRIER becomes insolvent or is otherwise unable to pay its debts in the normal course of business;
- v. CARRIER fails to comply with any agreed upon performance metrics set forth in writing;
- vi. CARRIER fails to procure and maintain any of the insurance coverages required by this Contract; or
- vii. CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by LOGISTIC ONE Brokerage LLC hereunder to any third party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Contract without prior written consent of LOGISTIC ONE Brokerage LLC.

(c) CARRIER may additionally terminate this Contract immediately upon written notice if LOGISTIC ONE Brokerage LLC breaches any covenant, obligation, condition, or requirement imposed upon it by this Contract and such breach continues for a period of twenty (20) days after written notice thereof from CARRIER.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH**

LAW.

- (a) CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, as a contract carrier, the transportation services contemplated herein. LOGISTIC ONE Brokerage LLC shall not be responsible to CARRIER or any independent



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contractors working for CARRIER for fines and penalties incurred for any infraction or violation of Applicable Law; and CARRIER agrees to indemnify, defend, and hold LOGISTIC ONE Brokerage LLC harmless from any and all liability with respect thereto. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including, but not limited to, the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation ("DOT"). CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Contract including, but not limited to, those dealing with Hazardous Materials and/or Dangerous Goods. In the event that CARRIER receives an unsatisfactory safety rating, or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify LOGISTIC ONE Brokerage LLC of such fact and shall not carry any loads or goods tendered to CARRIER by LOGISTIC ONE Brokerage LLC until such prohibition on operations is removed.

- (b) California Regulatory Requirement. In addition to the foregoing, for any transport within the State of California CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB"). By entering into this Agreement, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation ("TBR") at 13 C.C.R. § 2025, the Drayage Truck Regulation ("DTR") at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units ("TRU")



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at 13 C.C.R. § 2477 *et. Seq.*, and the Tractor Trailer Greenhouse Gas (“GHG”) regulation at 17 C.C.R. § 95300 *et. Seq.*, and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. CARRIER shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to BROKER upon request.

3. **PERFORMANCE OF SERVICES.**

(a) CARRIER’s services under this Contract are designed to meet the needs of LOGISTIC ONE Brokerage LLC under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this Contract apply to all shipments handled by CARRIER for LOGISTIC ONE Brokerage LLC and that the terms of this Contract control the relationship between the Parties. Regardless of whether they are required by law, in no event shall any provisions of CARRIER’s tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Contract.

(b) CARRIER shall transport all shipments provided under this Contract without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to LOGISTIC ONE Brokerage LLC by CARRIER. This Contract does not grant CARRIER an exclusive right to perform any transportation related services for LOGISTIC ONE Brokerage LLC or its Customer. LOGISTIC ONE Brokerage LLC makes no representations or guarantees regarding the type, volume, or frequency of transportation services, which may be issued pursuant to this Contract.



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(c) Some of LOGISTIC ONE Brokerage LLC's Customers may impose specific requirements on carriers used by LOGISTIC ONE Brokerage LLC that require the Parties to enter into a Customer specific addendum to this Contract ("Customer Specific Addendum"). In the event that the Parties enter into a Customer Specific Addendum, CARRIER acknowledges and agrees that such Customer Specific Addendum will govern all transportation services provided by CARRIER with respect to such Customer. Customer Specific Addenda signed by both CARRIER and LOGISTIC ONE Brokerage LLC will be incorporated into this Contract and made a part hereof. In the event of a conflict between any Customer Specific Addendum and the provisions of this Contract, the provisions of the Customer Specific Addendum will govern.

(d) CARRIER must implement and maintain EDI communications or Internet communications. Electronic communications are required for tendering, acceptance/rejection of loads and shipment statuses. In the event the CARRIER is not EDI compatible and cannot transmit EDI data sets, CARRIER must provide load status updates via email to the LOGISTIC ONE Brokerage LLC team, which will include but not be limited to Shipment status requirements as listed below.

EDI data set requirements include:

- 214 - Shipment status (based on LOGISTIC ONE Brokerage LLC customer requirements) the 214 will include but not be limited to; Pick-up appointment, Delivery appointment, Arrival at origin, Departure from origin, Arrival at destination, Departure from destination

LOGISTIC ONE Brokerage LLC CARRIER email requirements include:

- Shipment status (based on LOGISTIC ONE Brokerage LLC customer



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requirements) will include, but not be limited to; Pick-up appointment, Delivery appointment, Arrival at origin, Departure from origin, Arrival at destination, Departure from destination. All email MUST flow in a timely matter (10 min of actual event). EX: driver arrived at PU at 10AM email sent by 10:08AM.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a bill of lading acceptable to LOGISTIC ONE Brokerage LLC naming CARRIER as the transporting carrier and the fact that LOGISTIC ONE Brokerage LLC is erroneously named as a “carrier” upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by LOGISTIC ONE Brokerage LLC or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. No terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall apply to services provided under this Contract. CARRIER’s failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify LOGISTIC ONE Brokerage LLC immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER’S OPERATIONS.**

- (a) CARRIER shall, at its sole cost and expense:
 - i. furnish all equipment necessary or required for the performance of its obligations hereunder including, without limitation, trucks, tractors, trailers, tires, fuel, oil, supplies parts and any other items necessary for safe, timely and efficient operations (the “Equipment”);



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- ii. pay all expenses related, in any way, with the use and operation of the Equipment; and
- iii. Maintain the Equipment in good repair, mechanical condition and appearance. Equipment shall be clean, odor free, dry, leak-proof and free of infestation or contamination. No trailer or other vehicle used by CARRIER hereunder shall have been used , or shall be used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever whether hazardous or non-hazardous. Said equipment shall be subject to inspection for suitability and cleanliness by LOGISTIC ONE Brokerage LLC.
- iv. be exclusively liable for all costs and expenses related to CARRIER's employees, including but not limited to, salaries, wages, labor compensations, bonuses, social security payments, tax withholdings (when applicable), and any other labor liabilities related to or derived from, CARRIER's employees.

(b) CARRIER shall utilize only competent, able and legally licensed personnel in the performance of services hereunder. CARRIER shall have full control of such personnel. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Contract. CARRIER shall conduct and ensure compliance with legally required pre-employment screening obligations for all personnel prior to assignment including ensuring such personnel's right to legally work in the United States via I-9 or, for U.S. Government shipments, through the use of e-verify. Carrier is expected to provide



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security awareness programs to its drivers and personnel emphasizing risks relating to internal conspiracies, cargo integrity and unauthorized access. CARRIER is encouraged to refer to the FMCSA website for motor carrier security guidelines, instructions and tips regarding safety and security procedures.

(c) LOGISTIC ONE Brokerage LLC participates in the Customs-Trade Partnership Against Terrorism (“C-TPAT”) program and encourages CARRIER to also to participate in the C-TPAT program and to observe the supply chain security guidelines prepared by the United States Customs and Border Protection Service. Current C-TPAT security guidelines can be reviewed at: <http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism>

(d) CARRIER shall perform the services hereunder as an independent contractor, and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers’ compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

(e) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law, including, but not limited to, those regarding over-dimension and overweight loads. CARRIER shall be solely responsible for its day to day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.



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(f) CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Contract.

(g) CARRIER represents and warrants that its employees and contractors are qualified to handle properly packaged and labeled hazardous materials for shipment and that CARRIER is compliant with and meets the requirements of 49 CFR Part 172, "Hazardous Materials: Security Requirements for Offerors and Transporters of Hazardous Material; Final Rule. CARRIER will be provided with required shipper documentation for any hazardous materials offered for transportation under this Contract.

6. **RATES & PAYMENTS.**

(a) Unless otherwise stated in a separate Rate Confirmation signed by the Parties, CARRIER will invoice and LOGISTIC ONE Brokerage LLC will pay the rates and charges set forth in Rate Tender (or any applicable Customer Specific Addendum if applicable), for transportation services performed under this Contract. CARRIER will provide notice to LOGISTIC ONE Brokerage LLC with in 1 hour of any un-planned but incurred accessorial charges which will be billed. CARRIER will send invoices to LOGISTIC ONE Brokerage LLC within fifteen 48h thru email, and (15) days of delivery of the goods thru mail. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Contract or in any Rate Confirmation.

(b) The Rate Confirmation shall include the information agreed upon the CARRIER and LOGISTIC ONE BROKERAGE LLC. The Rate Confirmation shall be agreed to by CARRIER and LOGISTIC ONE Brokerage LLC before each shipment to which such Rate Confirmation applies. The parties may agree to exchange Rate Confirmations by e-mail.



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(c) Payment by LOGISTIC ONE will be made within Thirty (30) days of receipt by LOGISTIC ONE Brokerage LLC of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling LOGISTIC ONE Brokerage LLC to ascertain that service has been provided at the agreed upon charge. CARRIER's failure to provide LOGISTIC ONE Brokerage LLC with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to LOGISTIC ONE Brokerage LLC for any and all revenues that are uncollected by LOGISTIC ONE Brokerage LLC because of CARRIER's failure to provide needed support paperwork to LOGISTIC ONE Brokerage LLC.

(d) CARRIER agrees that LOGISTIC ONE Brokerage LLC has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer and will hold LOGISTIC ONE Brokerage LLC's customers harmless from any payment of freight bills directly to CARRIER.

(e) CARRIER further agrees that LOGISTIC ONE Brokerage LLC has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay.

(f) CARRIER shall submit all freight bills within 15 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 15 days of LOGISTIC ONE Brokerage LLC's receipt



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of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 3 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

(g) CARRIER will use its best efforts to ensure that each freight bill is (i) pre-audited by the CARRIER and that the rates and charges are accurate and (ii) LOGISTIC ONE Brokerage LLC load number is included on all invoices. In the event these requirements are not met, LOGISTIC ONE Brokerage LLC reserves the right to reject the freight bill, and return it to the CARRIER for correction.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods transported under this Contract on account of any dispute as to rates or any alleged failure of LOGISTIC ONE Brokerage LLC to pay charges incurred under this Contract. CARRIER is relying upon the general credit of LOGISTIC ONE Brokerage LLC and hereby waives and releases all liens which CARRIER might otherwise have to any goods of LOGISTIC ONE Brokerage LLC or its Customer in the possession or control of CARRIER.

8. **FREIGHT LOSS, DAMAGE OR DELAY.**

(a) Unless otherwise set forth, CARRIER shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify LOGISTIC ONE Brokerage LLC immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event CARRIER becomes aware that applicable delivery schedules will not be met.



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(b) CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any and all goods or property tendered to CARRIER pursuant to this Contract from the time the shipment is tendered to CARRIER until delivery.

(c) CARRIER shall be liable for the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon LOGISTIC ONE Brokerage LLC by the cargo claimant, except that CARRIER's full value liability shall not exceed \$100,000.00 (U.S. Dollars) per shipment unless agreed upon in writing by the Parties (such agreement may, but need not necessarily, take the form of a declared value declaration). No other limitation of liability shall apply unless specifically agreed to in writing by LOGISTIC ONE Brokerage LLC prior to CARRIER's receipt of the specific shipments to which such limitation applies, and LOGISTIC ONE Brokerage LLC's agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to CARRIER.

(d) LOGISTIC ONE Brokerage LLC or its Customer may request that CARRIER accept a higher maximum liability. In such an event, the increased valuation will be stated in a separate Rate Confirmation or on the bill of lading. CARRIER's acceptance of the load shall evidence CARRIER's acknowledgement that CARRIER agrees that it will be liable for the increased valuation (of the full value of the goods, whichever is less), and that CARRIER agrees to maintain cargo insurance up to the full amount of such valuation. Upon request, CARRIER will provide LOGISTIC ONE or Customer evidence of such increased cargo insurance limits, which insurance will comply with the provisions of this Contract governing cargo insurance.



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(e) The provisions of 49 C.F.R. Part 370 will govern processing of claims and handling. CARRIER shall pay to LOGISTIC ONE, or allow LOGISTIC ONE to deduct from the amount LOGISTIC ONE owes CARRIER, any undisputed claims for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall fully assist LOGISTIC ONE in investigating any claim for cargo loss, damage, delay, or destruction.

(f) CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.

(g) Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

9. **INSURANCE**. Unless otherwise set forth in Appendix A, CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

(a) Auto liability and property damage insurance ("AL") with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.

(b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Contract in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Contract.

(c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for



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unattended or unattached trailers, theft, commodities transported under this Contract, refrigerator breakdown or lack of refrigerator fuel.

(d) Physical Damage/Loss (“Physical Damage”) insurance covering all Trailers as defined below (including unscheduled Trailers) provided by LOGISTIC ONE, providing all perils coverage against all damage to and loss of such equipment, providing replacement value coverage, providing coverage with a limit of at least \$25,000 (U.S. Dollars), with a deductible not to exceed \$1,000.00 (U.S. Dollars).

(e) Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state law.

(f) All insurance policies required by this Contract shall, as applicable, be primary and shall waive subrogation and contribution against LOGISTIC ONE. CARRIER shall furnish to LOGISTIC ONE written certificate obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to LOGISTIC ONE at least thirty (30) days prior to such cancellation or modification. In addition, LOGISTIC ONE shall be named as an additional insured on CARRIER’s CGL and AL policies, and as a loss payee on the Cargo and Physical Damage policies as evidenced by an endorsement on the certificates of insurance. Upon request of LOGISTIC ONE or its designated insurance consultant, CARRIER shall provide LOGISTIC ONE, LOGISTIC ONE’s consultant, or Customer with copies of the applicable insurance policies.



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10. **USE OF LOGISTIC ONE'S TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer, container, chassis or similar equipment owned by or leased to LOGISTIC ONE, or otherwise provided to CARRIER by LOGISTIC ONE ("Trailer(s)") for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to Trailers, destruction of Trailers, theft from Trailers, theft of any contents of Trailers, and for any claims for bodily injury (including death) or property damage caused by any Trailer(s) regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is caused solely by the negligence, recklessness, or willful misconduct of LOGISTIC ONE. The initial burden of proving such damage, injury, destruction, or theft was solely the result of the negligence, recklessness, or willful misconduct of LOGISTIC ONE in any proceeding brought pursuant to this Contract shall rest on CARRIER. In the event that applicable state law does not allow LOGISTIC ONE to waive liability to the extent contained in this provision, the Parties expressly agree that LOGISTIC ONE's liability will be waived to the fullest extent allowed by applicable state law.



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11. **INDEMNITY**. CARRIER shall defend, indemnify, and hold LOGISTIC ONE and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Contract by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment or Trailers; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to the prorated extent that any Claim is attributable to the negligence or other wrongful conduct of LOGISTIC ONE or the Customer. CARRIER's liability for cargo loss or damage is not affected by this provision.

12. **CONFIDENTIALITY AND NON-SOLICITATION**. Unless otherwise set forth in Appendix A, neither Party may disclose the terms of this Contract to a third party without the written consent of the other Party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Contract confidential. CARRIER will not accept traffic from any shipper, consignor, consignee or customer of LOGISTIC ONE where: (1) the availability of such traffic first became known to CARRIER as a result of LOGISTIC ONE's efforts; or (2) the traffic of the shipper, consignor, consignee or Customer of LOGISTIC ONE was first tendered to CARRIER by LOGISTIC ONE. If CARRIER breaches this Contract and moves shipments obtained directly from customers of LOGISTIC ONE during the term of this Contract or for twelve (12) months thereafter without utilizing the services of LOGISTIC ONE, CARRIER shall be obligated to pay LOGISTIC ONE,



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for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide LOGISTIC ONE with all documentation requested by LOGISTIC ONE to verify such transportation revenue. CARRIER shall not utilize LOGISTIC ONE's or the Customer's name or identity in any advertising or promotional communications without written confirmation of LOGISTIC ONE consent.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by LOGISTIC ONE 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 LOGISTIC ONE. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to LOGISTIC ONE as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify LOGISTIC ONE from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to LOGISTIC ONE, LOGISTIC ONE may, in its sole discretion, pay the underlying carrier directly, which payment will relieve LOGISTIC ONE of any and all payment obligations to CARRIER with respect to such load.

14. **LOGISTIC ONE'S RECORDS.** To the extent allowable under Applicable Law, CARRIER hereby waives its right to obtain copies of LOGISTIC ONE's records as provided for



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under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of LOGISTIC ONE. CARRIER further agrees and understands that all such records comprise LOGISTIC ONE's confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Contract, or to limit any rights of LOGISTIC ONE to enforce such obligations. LOGISTIC ONE shall have the right to reasonably audit and obtain copies of CARRIER's records created as part of and related to the services provided hereunder for twelve (12) months after final invoice payment.

15. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Contract may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of LOGISTIC ONE, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Contract shall be binding upon and inure to the benefit of the parties hereto.

16. **SEVERABILITY.** In the event that the operation of any portion of this Contract results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Contract shall continue in full force and effect.

17. **WAIVER.** CARRIER and LOGISTIC ONE expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Contract. Failure of LOGISTIC ONE to insist upon CARRIER's performance under this Contract or to exercise any right or privilege arising hereunder shall not be a waiver of any LOGISTIC ONE's rights or privileges herein.



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18. **DISPUTE RESOLUTION.** This Contract shall be deemed to have been drawn in accordance with the statutes and laws of the state of Arizona. In the event of any disagreement or dispute, the laws of Arizona shall apply. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Arizona and the PARTIES hereby agree to the exclusive jurisdiction of the courts located in the state of Arizona. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

19. **COMPLETE AGREEMENT.** This Contract constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

20. **NOTICES.** Any notice or demand required or permitted hereunder shall be given in writing addressed to CARRIER or LOGISTIC ONE as listed below or to such other address as may be specified in writing to the other Party. Notices shall be given (a) by certified or registered mail, (b) commercial overnight delivery service, or (c) facsimile transmission confirmed by certified mailing or overnight delivery thereof. The notice shall be deemed given upon receipt of the notice by the intended Party of the facsimile (if properly confirmed) or, in the case of notice by mail, when properly addressed with sufficient postage affixed, three days after deposit in the U.S. Mail or, for notices sent by overnight delivery service, when properly addressed and submitted with a sufficient fee, one day after being left with the carrier.



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For notices to LOGISTIC ONE:

For notices to CLIENT:

Logistic One Brokerage, LLC

CLIENT NAME_____

13950 Frazho rd

Warren, MI 48089

Attn.: Andrew Bistriceanu

Attn.:_____

PH:_____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in their respective names by their duly authorized representatives as of the date first above written.

Logistic One Brokerage, LLC

CARRIER

Signature: _____

Signature: _____

Printed name: Andrew Bistriceanu

Printed Name: _____

Title: Vice-President

Title: _____

Address: 13950 Frazho Rd

Address: _____

Warren, MI 48089

(586) 7750090

Phone: _____

Fax: _____

FID No: _____