



highway maritime projects logistics

TO: [CARRIER-NAME]

FROM: ATS LOGISTICS CARRIER COMPLIANCE REPRESENTATIVE

DATE: [DATE]

ATTN: [CARRIER-CONTACT]

Thank you for expressing interest in becoming a brokered carrier for ATS Logistics Services, Inc. To complete your file and establish an account please e-mail or fax the following necessary information back as soon as possible to carriercompliance@atsinc.com
Fax Number: 320-258-2553

- (1) Signed Contract (All pages initialed and sign page 8)
- (2) Copy of ICC Authority
- (3) Copy of completed form W-9 (FED ID#)
- (4) Carrier Profile
- (5) Certificate of insurance naming:

TRANSCORE

11000 SW Stratus, Suite 200
Beaverton, OR 97008

Please Fax or Email the certificate to: 800-551-8840 or e-mail to: carrierwatch@transcore.com
Questions: 800-551-8840

Transcore should be listed as a certificate holder,
with 10-day notice of cancellation.

Minimum insurance coverage needs to be for:

\$1,000,000.00 Auto Liability/Minimum

\$1,000,000.00 General Liability/Minimum

\$100,000.00 Cargo/Minimum

*****None of the above mentioned insurance levels represent the
limits of carriers cargo liability.*****

** Your quick response is appreciated and will expedite dispatching payment. We will not be responsible for prompt payment without required information. **

Thank You,

Carrier Compliance Representative
ATS Logistics Services, Inc
St. Cloud, MN 56302

Fax Number: 320-258-2553

BROKER / CARRIER AGREEMENT

BROKER AGREEMENT (Transportation Services Agreement "TSA") made and entered into as of _____, _____ (month, year) by and between the carrier listed below ("Carrier"), and ATS Logistics Service, Inc., a Delaware corporation ("Broker").

RECITALS

1. Carrier is a motor carrier as defined in 49 U.S.C. Section 13102(14) and is a duly registered pursuant to 49 U.S.C. Section 13902 and 13905 by the Department of Transportation to engage in operations in interstate, intra-state and foreign commerce as a carrier by motor vehicle for the transportation of general commodities and;
2. Broker is duly licensed broker, licensed to perform services as a broker of transportation by License No. MC 186013 and arranges the transportation of the commodities to be tendered to Carrier;
3. Shipper is the customer of Broker and the entity for whom transportation services are provided.

NOW, THEREFORE, in consideration of the agreements and representations made herein, the parties agree as follows:

1. TRANSPORTATION SERVICES ("Transportation Services").
 - a. Carrier shall transport shipments to and from such origins and destinations as may be designated by Broker from time-to-time, at the rates set forth in EXHIBIT A attached hereto, or agreed to in the Individual Load Confirmation delivered by Broker to Carrier, pursuant to the terms set forth in this TSA. Carrier acknowledges that Broker, from time-to-time, has distinct, unique and specialized requirements, including without limitation, expedited pick-up and delivery of shipments, multiple drop-off shipments, spotting of trailers, specific shipping schedules, specific temperature requirements for trailers, indemnification and insurance requirements, flexible freight rates which may be adjusted on a daily basis and rates which are competitive with those charged to other brokers in competition with Broker. In addition, Carrier acknowledges and agrees that time is of the essence in the performance of the transportation services. While Broker may provide standard shipping instructions, the Carrier shall use its independent judgment and has the sole discretion in the means and details of transporting shipment under the TSA.
2. TERM.
 - a. The term of this agreement shall commence as of the date of this TSA and shall continue for a one (1) year period thereafter, and shall automatically renew for additional one-year periods unless written notice of non-renewal is given by either party to the other at least thirty (30) days prior to the end of the term. Provided, however, that this TSA may be terminated by either party at any time upon thirty (30) days written notice.
3. RATES.
 - a. Broker shall pay Carrier the rates and charges set forth on EXHIBIT A attached hereto for the Transportation Services. The rates and charges set forth on EXHIBIT A shall be effective throughout the Term unless modified in a writing agreed to by both parties, which modifications shall be attached hereto and incorporated herein as a supplement to EXHIBIT A. If EXHIBIT A is not attached to this TSA, or if such TSA does not apply to some or all of the Transportation Services, Broker shall pay Carrier the rates and charges set forth on the individual Load

Confirmation delivered by Broker to Carrier. Broker shall confirm the agreed-to rates and charges in writing, which may be sent to Carrier by fax or electronically. Unless Carrier objects in writing before the earlier of the time the freight is picked up or twenty-four (24) hours from the posting electronically or facsimile, as applicable, Carrier shall be deemed to have agreed to such rates and charges.

- b. Broker agrees to pay Carrier for the Transportation Services within ten (10) working days of the date appropriate documentation of such delivery is received by Broker if such documentation is received in less than ten (10) working days from delivery. All other payments will be made within thirty (30) days of the receipt by the Broker of Carrier's invoice for such Transportation Services, provided that all proper documentation is provided by Carrier or Broker with such invoice. Broker reserves the right to withhold payment in the event of an outstanding claim, or to offset charges.

4. INVOICING.

- a. Carrier expressly acknowledges and agrees that payment of the freight charges to Broker shall relieve shipper, receiver, consignor, or consignee of any liability to Carrier for nonpayment of charges and that Carrier shall not seek recovery of any charges for Transportation Services performed under this TSA from any entity other than Broker.

5. RESPONSIBILITIES OF CARRIER.

- a. In connection with performance of the Transportation Service, Carrier acknowledges, represents and agrees that Carrier shall:
 - i. Provide the motor vehicle, equipment, pads, pallets, straps, cargo boxes and other equipment, materials and supplies necessary to perform the Transportation Services;
 - ii. Provide properly trained, safe, qualified and licensed drivers and other personnel, labor, supervision, clerical services and facilities necessary to perform the Transportation Services;
 - iii. Assign its equipment and motor vehicles on an as-needed and continuing basis to perform the Transportation Services and to dispatch motor vehicles, equipment, and personnel to pick up shipments from shippers on a timely basis;
 - iv. Perform the Transportation Services in accordance with all applicable orders, ordinances, rules, regulations, statutes and laws imposed by any local, state or federal government governing the Carrier in general or the Transportation Services, including but not limited to the safety rules and regulations of the United States Department of Transportation ("Laws");
 - v. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER's use of non-compliant equipment.
 - vi. Perform the Transportation Services in a safe, efficient and professional manner, pursuant to the generally accepted standards, practices and procedures for carriers performing similar services in the industry.
 - vii. Pick up and transport all shipments from origin to destination as specified in the bill of lading and load confirmation. If there is a difference between the bill of lading and the load confirmation, Carrier will communicate to verify the correct information with

Broker and if necessary the load confirmation will be changed and re-issued to reflect the correct information. If carrier fails to communicate difference(s) with Broker, Carrier shall be held responsible for all expenses and liabilities incurred.

- viii. Carrier shall not use railroads, other motor carriers, freight forwarders, other brokers, or any other carrier to provide Transportation Services under this TSA without the prior written consent of Broker. If Carrier violates this requirement, Carrier agrees to accept full responsibility for any claim for damage to or delay in delivery of cargo, and will not be paid for loads that were re-brokered without written consent;
- ix. Promptly and safely transport shipments entrusted to its care by Broker, shippers, consignors or consignees and deliver the shipments in like good order and condition to such destination as directed by the foregoing on the applicable bill of lading;
- x. Obtain and maintain all permits, licenses, certificates or approvals required to comply with all laws and governmental regulations in performance of this TSA, including but not limited to the operating authority permit issued by the Federal Motor Carrier Safety Administration ("FMCSA") authorizing Carrier to transport general commodities on a nationwide basis. Carrier shall provide Broker with reasonable advance written notice if any such authority, license, certificate of approval becomes the subject of judicial or administrative action seeking revocation or suspension;
- xi. Issue a non-negotiable bill of lading for such shipment tendered to it pursuant to this TSA, perform all Transportation Services in accordance with the terms of the bill of lading to the extent such terms are not inconsistent with the terms of this TSA.
- xii. Exercise independent judgment with sole discretion to carry out the means and details of safely and legally transporting shipments entrusted to it.
- xiii. Acknowledge and settle or decline all cargo claims in a timely fashion and in accordance with the provisions of 49 C.F.R. Section 1005.
- xiv. Provide safe, operational equipment and not trailers used to transport hazardous waste (as defined in 49 C.F.R. Section § 261.3), trash, or solid or liquid waste.

6. INSURANCE

- a. Carrier shall at all times obtain and maintain in full force and effect the following minimum insurance coverage, with insurers satisfactory to Broker:
 - i. Workers Compensation
 - 1. As Required by law;
 - ii. Employer's Liability
 - 1. \$1,000,000 for each occurrence
 - iii. Commercial General Liability (Including death, bodily injury and property damage) and blanket contractual coverage;
 - 1. \$1,000,000 combined single limits for each occurrence;
 - iv. Automobile Liability (Including blanket contractual coverage);
 - 1. \$1,000,000 combined single limits for each occurrence;

- v. All Risk Coverage for Liability for Loss, Damage, or Delay to Cargo;
 - 1. A minimum of the greater of \$100,000 per occurrence, the declared or actual value of the cargo; Carrier acknowledges that the preceding minimum level of insurance does not limit the Carrier's liability.
 - 2. Any exclusion in the Motor Carrier's insurance shall not exonerate the Motor Carrier from liability for cargo loss and damage.
- b. Prior to commencement of any Transportation Services, Carrier shall deliver to Broker, or its representatives, copies of such insurance certificates. Said certificates shall provide that the insurers will not cancel or change coverage of insurance without first giving Broker, or its representatives, thirty (30) days' prior written notice.
- c. The Automobile, Commercial General, Cargo Liability and Employer's Liability Policies shall name Transcore as a "Certificate Holder" and shall be without exclusions, including but not limited to dropped trailer, unattended trailers, rust exclusions, except as authorized by Broker in writing. All insurance policies maintained by Carrier in favor of Broker and shipper shall contain a waiver of subrogation. Carrier agrees to add ATS Logistics, its parent, subsidiary and affiliates as additional insured on its Liability Policy.
- d. Deductibles, if any, are for Carrier's account and are Carrier's sole responsibility, and Carrier shall remain liable to shipper in full, less amounts paid by the insurance company.

7. LIABILITY

- a. Carrier assumes the liability required of a motor carrier under 49 U.S.C. 14706, as amended, regardless of whether the shipment is interstate or intrastate in nature. Carrier's liability for the goods shall be for "full actual loss" which includes, but is not limited to the original invoice value charged to consignee or the destination market value of goods lost or damaged, whichever is higher. Carrier also is liable for any administrative costs, warehousing costs, transportation costs, or other assessorial charges on loss and damage claims. Carrier's liability under this TSA shall commence at the earlier of when Carrier signs the applicable bill of lading accepting Broker's, shippers, consignor's or consignee's tender of shipment or Carrier has loaded such shipment upon Carrier's equipment at the point of origin. Carrier's liability shall end when Carrier has delivered such shipment to the designated destination, has received a signed delivery receipt and nothing further remains to be done by Carrier to deliver the shipment in accordance with the bill of lading and load confirmation. If a shipment is refused or Carrier is unable to deliver it for any reason, Carrier shall immediately notify Broker to receive instructions regarding the disposition of the shipment.

8. INDEMNITY

- a. **CARRIER SHALL AT ALL TIMES BOTH DURING AND AFTER THE TERM OF THIS TSA PROTECT, DEFEND (AT BROKER'S OPTION), INDEMNIFY, AND HOLD HARMLESS SHIPPER AND BROKER, ITS OWNERS ITS AGENTS AND EMPLOYEES AGAINST AND FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, PENALTIES, FINES, COSTS AND EXPENSES OF ANY KIND WHATEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LEGAL COSTS AND EXPENSES), RELATING TO ANY AND ALL CLAIMS OF EVERY NATURE OR CHARACTER, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, DEATH AND DAMAGE TO PROPERTY, CLEAN-UP COSTS FROM COMMODITY SPILLS AND DAMAGE TO THE ENVIRONMENT, ASSERTED AGAINST BROKER BY ANY PERSON AND ARISING OUT OF, OR RELATING TO, THIS TSA, AND NEGLIGENCE OR INTENTIONAL MISCONDUCT BY CARRIER OR ITS EMPLOYEES, AGENTS AND ANY VIOLATIONS OF ANY LAW OR REGULATION BY CARRIER OR ITS EMPLOYEES OR AGENTS.**

9. BILL OF LADING

- a. The bill of lading with respect to each shipment shall conspicuously identify (i) that the shipments were transported by Carrier, acting as a carrier (ii) that shipment was arranged by Broker, acting as a broker. The name of the underlying shipper shall be inserted in the blank for the shipper and the name of the consignee shall be inserted in the blank for the consignee. Any terms contained in the Carrier's bill of lading rules, classifications, conditions of service or tariffs are subordinate to the terms of this TSA, and in the event of a conflict between such bill of lading and this TSA, the terms of this TSA shall govern. Further any terms in this TSA shall be subordinate to the terms of the shipper and broker agreement. No payment will be required if appropriate documentation of delivery has not been received by Broker within six (6) months after delivery.

10. INDEPENDENT CONTRACTOR

- a. Carrier shall perform its services as an independent contractor and, to the extent required by law, shall have exclusive control and direction of the person(s) operating the equipment or otherwise engaged in such transportation services. To the extent required by law, Carrier (a) assumes full responsibility for the acts and omissions of such person(s) and (b) shall have exclusive liability for the payment of local, state and federal payroll taxes, or contributions or taxes for unemployment insurance, workers' compensation, old age pensions or other social security and related protection with respect to person(s) engaged in the performance of such transportation services. Neither Carrier nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of Broker.

11. COVENANT NOT TO COMPETE

- a. During the Term and for a period of one (1) year after termination of this TSA, Carrier shall not solicit Transportation Services from any shipper, consignor, consignee or customer of Broker where (a) the availability of such Transportation Services first became known to carrier as a result of Broker's efforts or (b) where the traffic of the shipper, consignor, consignee, or customer of the Broker was first tendered to the Carrier by the Broker. If Carrier breaches this TSA and "back solicits" Broker's customers and obtains traffic from such a customer, Broker shall be entitled for a period of fifteen (15) months after the involved traffic first begins to move, to be paid a commission from the Carrier equal to ten percent (10%) of the freight charges received on the movement of the traffic. In the event this agreement expires or otherwise is terminated, the provisions of Section 12 shall remain in full force and effect.

12. CONFIDENTIALITY

- a. Except to the extent disclosure may be required by law, Carrier shall treat as confidential proprietary information and not disclose to others during or subsequent to the Term, except as may be necessary to perform this TSA (and then only as a confidential basis satisfactory to Broker), any information regarding the Transportation Services or any information obtained in connection with the performance of the Transportation Services by Carrier, its officers, employees or agents in the performance of this TSA, without in each instance securing the prior written consent of Broker.

13. LIENS

- a. Carrier shall not permit and hereby waives any encumbrance or lien arising out of acts or claims against Broker, its parent company, subsidiaries, owners, officers, customers, project owners or their subsidiaries to be entered, levied or to exist upon goods transported pursuant to this TSA, including but not limited to a lien for freight

charges which may be due for that particular shipment or any prior shipment. Carrier shall remove or release such lien or encumbrance immediately after becoming aware of the existence thereof and shall indemnify and hold broker, its parent company, subsidiaries, owners, officers, customers, project owners or their subsidiaries harmless for any and all costs or expenses to Broker associated therewith.

14. FORCE MAJEURE

- a. The Performance of this TSA, except for the payment of money for Transportation Services already rendered pursuant to this TSA, may be suspended by either party in the event such services are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; laws or governmental actions; national defense requirements; injunctions or restraining orders. The party asserting a right to suspend performance under this Section must, within a reasonable time after it has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended and the anticipated duration of suspension. The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended and when performance will be resumed. Broker may, upon suspension of services by Carrier, terminate this TSA or any services scheduled to be performed but not yet completed by providing written notice of termination to Carrier.

15. ENTIRE AGREEMENT

- a. This TSA with all Exhibits attached hereto represents the entire understanding and agreement between the parties hereto relating to the Transportation Services and supersedes any and all prior broker/carrier agreements, whether written or oral, that may exist between the parties. Except for specific addendums that amend this agreement; such as the Wind Transportation Services Addendum. Except as otherwise permitted herein, no terms, conditions, prior course of dealing, course of performance, usage of trade, understandings or agreement purporting to modify, vary, supplement or explain any provision of the TSA shall be effective unless in writing, signed by representatives of both parties authorized to amend this TSA. In no event shall the preprinted terms or conditions found on any Carrier documents bills of lading, tariffs or acknowledgements be considered as amendment or modification of this TSA, even if such documents are signed by representatives of both parties, and such preprinted terms or conditions shall be considered null and of no effect.

16. WAIVER

- a. Any waiver by either party of any provision or condition of this TSA shall not be construed or deemed to be a waiver of any other provision of condition of this TSA nor a waiver of a subsequent breach of the same provision or condition, unless such is expressed in writing and signed by the party to be bound.

17. BINDING EFFECT; BENEFITS

- a. This TSA shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

18. NOTICES

- a. All notices, requests, demands and other communications which are required to be or may be given under this TSA shall be in writing and shall be deemed to have been duly given when delivered in person, three (3) days after deposit by certified or registered first class mail, postage prepaid, return receipt requested, or twenty four (24) hours after transmission by facsimile, or electronically (e-mail), to the party to whom the same is so given or made:

P.O. Box 7095
St. Cloud, MN 56302-7095
Facsimile (320) 255-7480

If to the Carrier, to: Carrier Name:
Address:
Address:
City, State, Zip:

or to such address as such party shall have specified by notice to the other party hereto.

20. GOVERNING LAW; VENUE

- a. This TSA shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the state of Minnesota, without giving effect to the choice of law principles thereof; and all actions or proceedings seeking to enforce any provision of, or based on any right arising out of this TSA shall be brought against any of the parties in the courts of the state of Minnesota, or, if it has or can acquire jurisdiction, in the United States District Court for Minnesota, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

21. MISCELLANEOUS

- a. To the extent not specifically provided herein, this TSA shall be governed by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BROKER:

ATS LOGISTICS SERVICES, INC.

BY: _____

Title: Operations Manager

Date: _____

CARRIER:

MC #: _____ DOT # _____

BY: _____

Officer Title (Pres., V.P., Owner, Member, Partner, CEO, CFO) or authorized personnel: _____

Date: _____