

UNITED HUB LOGISTICS INC

4303 Sierra Redwood Dr
Bakersfield, CA 93313
Ph: (661) 520-8550
Fax:
Email: Dispatch@Unitedhub.net



NEW CARRIER APPLICATION

REQUIRED DOCUMENTATION:

- OPERATING AUTHORITY
- W9
- CERTIFICATE OF INSURANCE W /UNITED HUB LOGISTICS INC AS A HOLDER

UNITED HUB LOGISTICS INC
321 Isabel Ct
McFarland, ca 93250

PLEASE COMPLETE & RETURN:

- SIGNED AND COMPLETED BROKER-CARRIER AGREEMENT
- COMPLETED NEW CARRIER PROFILE

RETURN PAPERWORK TO:
EMAIL: DISPATCH@UNITEDHUB.NET

UNITED HUB LOGISTICS INC

4303 Sierra Redwood Dr
Bakersfield, CA 93313
Ph: (661) 520-8550
Fax:
Email: Dispatch@Unitedhub.net



CARRIER PROFILE

CARRIER NAME: _____

CARRIER MC#: _____ CARRIER DOT #: _____

FEDERAL ID #: _____ SCAC: _____

MAILING ADDRESS: _____

DISPATCH EMAIL: _____

DISPATCH PHONE: _____ FAX: _____

AFTERHOURS PHONE (REQ): _____

DISPATCH CONTACT NAME(S): _____

NUMBER OF TRUCKS: _____ NUMBER OF TRAILERS: _____

- DO YOU REQUIRE QUICK PAY? _____

TELL US ABOUT YOUR COMPANY:

UNITED HUB LOGISTICS INC

4303 SIERRA REDWOOD DRIVE
BAKERSFIELD CA 93313
PH: (661) 520-8550
FAX:
EMAIL: Dispatch@unitedhub.net



BUSINESS REFERENCES

COMPANY NAME: _____
CONTACT NAME: _____ PHONE NUMBER: _____
NUMBER OF YEARS DOING BUSINESS: _____

COMPANY NAME: _____
CONTACT NAME: _____ PHONE NUMBER: _____
NUMBER OF YEARS DOING BUSINESS: _____

COMPANY NAME: _____
CONTACT NAME: _____ PHONE NUMBER: _____
NUMBER OF YEARS DOING BUSINESS: _____

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PAYMENT & INVOICING POLICIES

STANDARD PAYMENT: 30 DAYS FROM RECEIPT OF INVOICE
& ALL REQUIRED DOCUMENTS

QUICK PAY:

- 5% 1 DAY CHECK BY MAIL (STANDARD)
- 3% 7 DAYS CHECK BY MAIL (STANDARD)
- NO FEES 30 DAYS CHECK BY MAIL (STANDARD)

INVOICING REQUIREMENTS:

- SIGNED RATE CONFIRMATION
- ALL BILL OF LADINGS & PODS
- ANY LUMPER RECEIPTS
- INVOICE MUST SAY LOAD # & PAYMENT TERMS
- ORIGINAL BILLS ALONGSIDE INVOICE REQUIRED!

MAILING ADDRESS:

UNITED HUB LOGISTICS, 4303 SIERRA REDWOOD DR BAKERSFIELD CA 93313

UNITED HUB LOGISTICS INC
4303 SIERRA REDWOOD DR
BAKERSFIELD CA 93313
PH: (661) 520-8550
FAX:
EMAIL: Dispatch@unitedhub.net



UNITED HUB LOGISTICS INC BROKER/CARRIER CONTRACT

This Agreement made this _____ day of _____, 20__ (the “Effective Date”), is by and between **UNITED HUB LOGISTICS INC**, a California Sole Prop Company with the principal office at 4303 Sierra Redwood Dr, Bakersfield, CA 93313, (hereinafter called “BROKER”) and _____, a _____ company with principal offices at _____ (hereinafter called “CARRIER”).

Recitals

WHEREAS, BROKER is a transportation broker registered with the Federal Motor Carrier Safety Administration (“FMCSA”) under Docket number 103574 ; and

WHEREAS, CARRIER, as an independent contractor, desires to furnish motor carrier service to BROKER and/or its Customers for the transportation of general commodities, including food and related products, in interstate commerce and represents that it is duly registered with the FMCSA, and/or appropriate state regulatory agencies in which CARRIER provides intrastate service, copies of which will be provided upon request; and

WHEREAS, BROKER has need for CARRIER to provide motor transportation service from, to and between certain facilities of BROKER and/or its vendors and suppliers; and

WHEREAS, CARRIER, as a motor carrier, pursuant to 49 U.S.C. Section 14101(b) and as permitted therein, desires to enter into a contract to provide contract carriage services and perform other specified services for BROKER under the rates and conditions specified herein; and

NOW, THEREFORE, BROKER and CARRIER mutually agree as follows:

1. APPLICABILITY

This Agreement shall apply to motor carrier transportation services in interstate and/or intrastate commerce provided by CARRIER as may be arranged by BROKER for or on behalf of its shipper and/or receiver Customers (hereinafter “Customer” or “Customers”)

INITIALS: _____

2. EFFECTIVE DATE AND TERM

This Agreement shall be effective for a period of one year from the Effective Date and shall be automatically renewed for additional one-year periods unless terminated by either party upon thirty (30) days written notice given at any time during the initial or any renewal term without cause and without any further liabilities or obligations hereunder (other than liabilities and obligations arising prior to such termination).

3. CARRIER'S OBLIGATIONS

A. General

- (1) Compliance with Laws, Rules and Regulations: CARRIER shall have authority from the FMCSA as a common carrier to transport general commodities in interstate commerce. CARRIER shall comply with all applicable provisions of the Interstate Commerce Act, related laws, rules and regulations of the FMCSA and all applicable state and local laws, rules and regulations to the extent they govern CARRIER's operations. CARRIER shall also comply with Customer's site health, safety, quality and security rules, procedures or programs applicable to CARRIER's operations as made available in writing to CARRIER.
- (2) Prompt Service: CARRIER shall promptly and efficiently receive, transport with reasonable dispatch and deliver safely the goods entrusted to it hereunder by BROKER or its Customers.
- (3) Appointments: Pickup/Delivery Times: CARRIER acknowledges that due to the nature of Customer's business, most pickups and deliveries must be made by appointment and/or within specific time windows. By accepting a shipment, CARRIER agrees to comply with such time requirements as may be specified in BROKER's load confirmation instructions. BROKER may require CARRIER to absorb additional costs or expenses for failure to comply, including redelivery expenses or consignee penalties, which result from said failure.
- (4) Subcontracting: CARRIER agrees not to use subcontractors (other than owner-operators under a written lease to CARRIER), or to interline with other carriers, or to broker shipments, or to use "substituted services" by rail without prior written agreement of BROKER.
- (5) Owner-Operators: It is understood that CARRIER may use the services of owner-operators to perform some or all of its obligations under this Agreement provided CARRIER warrants and represents: (a) compliance with all applicable laws and regulations, including but not limited to the provisions of 49 CFR Part 376 lease and interchange of vehicles; (b) CARRIER shall enter into a written lease that shall provide that CARRIER, as the authorized owner-operator lessee, shall have exclusive possession, control and use of the equipment for the duration of the lease. The lease shall further provide that the authorized owner-operator lessee shall assume complete responsibility for the operation of the equipment for the duration of the lease, and (c) Under no circumstances will CARRIER's obligations under this Agreement, including but not limited to its liability to third parties or its liability for loss, damage of delay to property, be affected or

INITIALS: _____

diminished by reason of its use of owner-operators.

(6) Brokering: If CARRIER should directly or indirectly subcontract, or broker any shipment to another CARRIER, with or without the prior written approval of BROKER, CARRIER shall assume full responsibility and liability for the acts and omissions of the carrier handling the shipment as though CARRIER transported the shipment itself. Under no circumstances will CARRIER's obligations under this Agreement, including but not limited to its liability to third parties or its liability for loss, damage or delay to property, be affected or diminished by reason of its brokering shipments to another carrier.

(7) Diversion and Reconsignment: CARRIER shall not divert or reconsign any shipment except upon written instructions from BROKER. CARRIER shall not accept instructions for diversion or reconsignment from any consignee without notice to BROKER, and written consent of BROKER.

(8) Delay; Accidents: CARRIER shall notify BROKER immediately by telephone of any accident, spill, theft, hijacking or other event that impairs the safe and prompt delivery of the goods in its control.

(9) Refused or Undeliverable Freight: CARRIER shall notify BROKER immediately by telephone of any refused or undeliverable freight and request additional instructions regarding delivery or storage of the goods. Such notice by CARRIER shall be immediately confirmed in writing, stating the amount and the date and time storage charges, if any, will begin to accrue.

(10) Replacement Shipments: If CARRIER is unable to make delivery of a delayed shipment in a timely manner (as determined by BROKER in its sole discretion), BROKER may utilize other carriers to facilitate the movement of delayed shipments, or to ship replacement goods and CARRIER shall be responsible for reasonable and necessary costs and expenses resulting from such delay, including additional costs incurred by BROKER to replacement carriers.

(11) Theft or Criminal Activity: Whenever CARRIER has reasonable grounds to believe that a loss is the result of theft or other criminal activities, CARRIER will file a report with the appropriate law enforcement authorities providing serial number(s) and other identifying information necessary to assist such law enforcement authorities. Immediately upon such filing, CARRIER shall notify BROKER and submit a copy of the report to BROKER.

(12) Financial Reports: CARRIER agrees to provide evidence of its financial condition upon request by, and in form acceptable to, BROKER.

B. Receipts and Bills of Lading

(1) Bill of Lading or Receipt: Each shipment received by CARRIER shall be evidenced by a bill of lading or receipt in a form agreed to by the parties, signed by CARRIER showing the

INITIALS: _____

quantity and description of commodities, together with any pertinent shipping instructions. Bills of lading may show BROKER's name in addition to the shipper, consignee and carrier, but shall not identify BROKER as the carrier. Such bill of lading or receipt shall be evidence of receipt of such commodities by CARRIER in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt. However, the absence or loss of any such bill of lading or receipt shall not relieve CARRIER of its obligations and responsibilities with respect to any services provided hereunder.

(2) Through bill of Lading: All bills of lading shall be "through bills of lading" to ultimate destination and CARRIER shall be liable to BROKER's Customer for loss, damage or delay in accordance with the terms of this agreement regardless of any separate agreements entered into by CARRIER with connecting carriers, subcontractors, cartage agents, or their parties.

(3) Delivery Receipt: CARRIER shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or a delivery receipt, signed and dated by the consignee. CARRIER agrees to provide signed originals to BROKER to substantiate delivery and billing for the services provided. CARRIER shall retain such records for three years after delivery of the involved shipments or such greater period of time as may be required by federal or state laws, rules or regulations.

(4) Period of Carrier Responsibility: CARRIER's duties and responsibilities under this Agreement shall commence when CARRIER takes possession and control of Customer's property or upon execution of a bill of lading or receipt by CARRIER, whichever occurs first, and shall not end until the shipment is properly delivered in like good order and condition and the consignee signs the bill of lading or delivery receipt without exception.

(5) Conflict Between Contract and Bill of Lading: The parties agree that the bill of lading or other form of receipt shall be used solely as a receipt for shipment and to identify the kind and quantity of goods, place of pickup and delivery, shipper and consignee and other information as required by BROKER, or its Customer. It is understood and agreed that, in the event of a conflict between this Agreement and bill of lading, delivery receipt, or other shipping documentation, the terms, conditions and provisions of this Agreement shall solely determine and govern the rights and obligations of the parties hereto, including among other things, the applicable rates and charges and the liability of CARRIER for cargo loss and damage.

C. Equipment and Drivers

(1) Lawful Operation: CARRIER shall, at its cost and expense, operate the Equipment in a proper and lawful manner and further agrees to maintain the Equipment in good, safe and lawful operating condition at all times.

INITIALS: _____

(2) Operating Expenses: CARRIER shall bear the cost and expense of all fuel, oil, tires, parts road service, maintenance and repairs in connection with the use and operation of the Equipment and which may be required to keep the Equipment in good repair and mechanical condition. Neither BROKER nor its Customer shall be liable to CARRIER for any damage sustained by or to the Equipment or for the loss by confiscation or seizure of the Equipment by any public authority except to the extent damages or loss is attributable to the sole and direct negligence or willful misconduct of BROKER or its Customer.

(3) Exclusive Control: CARRIER shall have sole and exclusive control over the manner in which CARRIER performs the transportation service provided for hereunder. CARRIER shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be competent, able and legally licensed and shall be subject to discharge, discipline and control solely and exclusively by CARRIER.

D. Food and Food-Related Products

(1) High Degree of Care: CARRIER acknowledges that the transportation of food and related products intended for human consumption requires a high degree of care in order to prevent possible adulteration, contamination or degradation of product quality, which could have a detrimental effect on the reputation and image of BROKER or its Customer in the marketplace as well as potential exposure for product liability.

(2) Laws and Regulations: CARRIER shall comply and shall cause its employees, agents and representatives to comply with all applicable laws and regulations pertaining to transportation of food and food-related products, including, without limitation, the Federal Food, Drug and Cosmetic Act, 21 U.S.C. 301, et seq., and the regulations thereunder.

(3) Customer Requirements: CARRIER shall comply with the sanitation and cleanliness standards and requirements of Customers as directed from time to time.

(4) Suitable Equipment: CARRIER shall provide suitable equipment for the transportation of dry and/or temperature-controlled products, and with such equipment manned by drivers properly trained to handle such commodities. For products requiring temperature control, CARRIER shall ensure that temperature control units are properly operating and maintained at all times, that temperature settings are correct and in accordance with Customer's requirements, as set forth on the shipping order or bill of lading. If temperature requirements are not set forth on shipping documents, CARRIER shall request instructions prior to transporting the shipment.

(5) Clean Equipment: CARRIER's equipment offered to Customers for loading of the commodities to be transported shall be clean, odor-free, leak proof and free of contamination and infestation and CARRIER shall comply at all times with the provisions of the Sanitary Food Transportation Act of 1990, 49 U.S.C. Section 5701, et seq. and the regulations thereunder.

INITIALS: _____

(6) Other Use of Trailers: CARRIER covenants and agrees that no trailer or other vehicle that transports commodities for Customers hereunder shall be used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, or any toxic, noxious or odiferous substances.

(7) Shipper's Seals: If CARRIER is required to use seals by Customer, such seals shall be supplied by Customer after loading, and shall be affixed by Customer to all points of potential entry into CARRIER's equipment. Such seals shall not be removed or replaced without the prior approval of Customer, except when required by customs or other governmental agencies for the purposes of inspection and with appropriate re-sealing.

(8) Transfer of Product: CARRIER shall not transfer product or goods from one trailer to another without prior express written authorization of BROKER or its Customer.

(9) Inspection: CARRIER shall comply with Customer's requests to inspect any equipment offered for the transportation of Customer's goods. If requested by Customer, cleaning of Equipment shall be performed and paid for by CARRIER.

(10) Safety and Related Rules: CARRIER shall comply and cause its employees, agents and representatives to comply with all safety rules, in addition to all other health, security and environmental rules, regulations and policies in force at any of customer's facilities and at any facility or location where product or goods are tendered for transportation or delivered hereunder.

(11) Contamination: CARRIER further agrees and acknowledges that exposure of product to improper temperatures or to possible contamination by foreign substances may result in rejection by the consignee and render product worthless and/or unsuitable for its intended use, and that such product will require destruction or disposal without any salvage.

E. On-Time Delivery

(1) Time of the Essence: It is expressly understood by the parties that time is of the essence of this Agreement, and CARRIER agrees to perform all of its obligations hereunder faithfully and timely. If CARRIER defaults in, or fails to perform all of its obligations hereunder within the time stated, BROKER or its Customer may hold CARRIER responsible and liable for all damages suffered as a result of such delay or default.

(2) Delivery Requirements: BROKER requires and CARRIER agrees to deliver each shipment on or before the day and time specified on Customer's bill of lading or shipping instructions, provided that such specified day and time does not cause CARRIER to operate illegally.

(3) Notice of Delays: In the event that CARRIER anticipates a late delivery or an inability to make proper delivery for any reason, including, without limitation, a motor vehicle accident, it

INITIALS: _____

shall immediately notify BROKER by telephone. "Late delivery" shall mean a delivery more than 15 minutes after the originally scheduled delivery time.

F. Rules Tariff

Special rules apply to all shipments made to, or on behalf of any federal, state or local governmental agency, including but not limited to federal emergency Management Agency (FEMA). All such shipments are subject to the Rules Tariff attached hereto and incorporated herein as an Appendix E. Said Rules are in addition to and supplement the requirements and carrier obligations set forth in this Agreement.

G. Indemnification

CARRIER shall be liable to BROKER and its Customer for, and shall defend, indemnify and hold harmless BROKER and its Customer from and against all loss, damage, expense, including attorney's fees, actions and claims for injury to persons (including injury resulting in death), damage to property and any special, incidental or consequential loss or damages, arising out of or in connection with any failure by CARRIER to comply with the requirements of this section or in connection with any spoilage, adulteration or contamination of products and damage to the reputation and image of BROKER or its Customer which was caused by or resulted from the negligence of CARRIER or its employees, agents or representatives.

4. RATES AND CHARGES

All rates, charges and rules for transportation services provided hereunder (including charges for accessorial services) shall be agreed to in writing and are to be set forth in a schedule attached hereto as Appendix A and made a part hereof. Rates, charges, and rules (including charges for accessorial services) may be established, modified, adjusted or amended verbally, provided that such rates are promptly confirmed in writing by fax or e-mail and such written confirmations shall constitute an addendum to and shall be considered as part of this Agreement.

5. INVOICES; PAYMENT

- A. CARRIER will invoice BROKER for all agreed to freight and accessorial charges and BROKER will invoice the shipper or consignee, as per separate agreement. As a condition of payment, all freight bills must show BROKER's Rate Confirmation number and must be accompanied by a signed bill of lading and proof of delivery.
- B. CARRIER understands that misrepresentation, or fraud, in billing on shipments to, or on behalf of a federal, state or local governmental agency is a violation of law. CARRIER shall defend,

INITIALS: _____

indemnify and hold BROKER harmless against any and all claims, demands, and suits caused by or resulting from any misrepresentation or fraud in billing by CARRIER.

- C. BROKER shall pay carrier within 30 days of receipt of CARRIER's invoice and proof of delivery. It is understood that BROKER is a conduit for payment of the CARRIER's freight charges from its Customers to CARRIER and, as such, BROKER shall serve as the CARRIER's agent for the limited purpose of collecting freight charges. CARRIER agrees that no penalties, loss of discount or interest will be assessed for past due amounts.
- D. In recognition of BROKER's separate contractual relationship with its Customers, CARRIER agrees not to contact or pursue the shipper or consignee for payment owed to CARRIER for freight or accessorial charges for transportation services rendered hereunder, and agrees that it is limited to collecting said charges only from BROKER.
- E. BROKER and its Customer shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to CARRIER.
- F. CARRIER shall have no lien for the retention of freight to secure payment of freight charges. CARRIER agrees that if it imposes a lien it will cause irreparable damage to the BROKER and/or its Customers, and that BROKER, shipper, consignee or owner of the property transported shall have the right to immediate injunctive relief in addition to any and all other remedies available at law, including but not limited to, the right to reimbursement of reasonable attorneys' fees.

6. OVERCHARGE & UNDERCHARGE CLAIMS

CARRIER shall have 180 days from the date of shipment to file a claim with BROKER for undercharges. BROKER shall have 180 days from the date the original freight bill was received to file a claim with CARRIER for overcharges, except that claims resulting from or based on clerical errors, extension errors, unidentified payments or duplicate payments may be filed by BROKER at any time. All overcharges, unidentified and duplicate payment claims shall be processed by CARRIER in accordance with 49 CFR Part 378.

7. TIME LIMITS; SUITS FOR FREIGHT CHARGES

Any civil action to recover charges for transportation or service provided by CARRIER must be filed within eighteen (18) months from the date of shipment. Any civil action brought by BROKER to recover overcharges must be filed within eighteen (18) months from the date BROKER receives written declination of its claim.

INITIALS: _____

8. RULES; TARIFF

- A. Applicable Rules: Shipments tendered to CARRIER pursuant to this Agreement shall be subject to the Rules Tariff attached hereto and incorporated herein as Appendix A.
- B. Special Rules: Special Rules apply to all shipments made to or on behalf of any federal, state or local governmental agency, including but not limited to Federal Emergency Management Agency (FEMA). Special Rules are in addition to and supplement the requirements and carrier obligations set forth in this Agreement.
- C. Governing Publications; Incorporation by Reference: Tariffs, service guides or similar publications (“Publications”) maintained by CARRIER are not applicable to transportation provided pursuant to this Agreement unless, and to the extent, they are expressly incorporated herein. The parties may, for their convenience, incorporate Publications in whole or in part by reference herein, subject to the following:

Any Publication or part thereof that is to be incorporated herein shall be specifically identified by name, issue date and effective date. The CARRIER shall provide full and complete copies of each and every Publication referred to herein, and a copy shall be attached to this Agreement. Unless an entire Publication is to be incorporated herein, the parties shall specifically identify those sections or items that are to be incorporated, and only those sections or items shall apply. No changes, supplements, reissues, etc. will be effective unless agreed to in the manner provided for amendments of this Agreement in SECTION 18 and CARRIER provides a full and complete copy of such changes, supplements, reissues, etc.

- D. Mileages: Where rates are based on mileage, mileages will be determined through the use of PC Miler 24 (Practical mileage) guide. If such mileage guide provides both point-to-point and Zip-to-Zip Code mileages, the Zip Code mileage shall be used.
- E. Pallet Weights: If freight charges are based on weight, the chargeable weight will not include the weight of pallets, skids or other protective devices.

9. LIABILITY FOR LOSS, DAMAGE OR DELAY

- A. Common Carrier Liability: CARRIER agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for full actual loss, such liability to exist from the time of the receipt of any goods by CARRIER until proper delivery has been made. CARRIER shall not be liable for any loss, damage, injury to, or delay of a shipment caused by an Act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the shipper, and where the CARRIER is free from negligence, it being understood that the burden to prove freedom from negligence is on the CARRIER.

INITIALS: _____

- B. Claims for Loss or Damage: CARRIER acknowledges that all matters relating to loss, damage or delay to goods are to be handled by directly with the shipper, consignee or owner of the goods. It is understood that BROKER assumes no responsibility for loss and damage claims, but will assist the parties in the facilitation of settlement.
- C. Measure of Damages: The measure of damages for loss or damages shall be: (1) for goods sold to a customer, the invoice price to the customer, or (2) for goods not sold to a customer, the destination market value of the goods.
- D. Additional Damages: CARRIER shall also be liable for reasonable expenses incurred in mitigation of damage, including inspection, sorting, segregating, repackaging and re-shipping, plus a proportion of the freight charge for the whole shipment, equal to the ratio of the weight of lost or damaged goods to the weight of the entire shipment.
- E. Non-Applicability of Tariffs: Irrespective of any provisions in CARRIER's bills of lading, tariffs, service guides or similar publications, CARRIER's liability for loss, damage or delay shall be determined solely by the terms of this Agreement. Any attempts to limit CARRIER's liability by tariff or other provisions incorporated by reference shall be deemed null and void.
- F. Claims; Filing Requirements: A written or electronic notice of claim to CARRIER, containing facts sufficient to identify the shipment and that reasonably informs CARRIER that loss, damage or delay has occurred shall constitute filing a claim.
- G. Claims; Processing: Claims shall be processed by CARRIER in accordance with 49 CFR part 370 (claim regulations) except that all claims shall be paid, settled or disallowed by CARRIER within 60 days of filing. Disallowances shall state a lawful reason for declining to accept responsibility for the claim, and shall be stated by the CARRIER, not its insurer.
- H. Time Limits; Claims for Loss or Damage: The time limit within which BROKER, shipper, consignee, owner of the property, or anyone on their behalf, must file a claim against CARRIER shall be nine (9) months from the date of delivery, or within eleven (11) months of the scheduled delivery in the event of non-delivery.
- I. Time Limits; Suits for Loss or Damage: The time limit within which BROKER, shipper, consignee, owner of the property or anyone on their behalf must institute suit against CARRIER to recover on a claim filed pursuant to this Section shall be two years and day from the date both claimant and BROKER receive a written disallowance of such claim from CARRIER.
- J. Damaged Shipments, Salvage: CARRIER shall not dispose of any damaged product without the prior written consent of Customer. Customer may determine whether the goods may be salvaged, and if salvageable, the value of such salvage. In the event Customer decides that salvage will be neither sought nor allowed, then such goods shall be destroyed and Customer will provide, upon

INITIALS: _____

request, a certificate or statement confirming the destruction of such goods. Any salvage receipts shall be credited against Customer's claim, in partial satisfaction of its claim against CARRIER.

- K. Shipper Load and Count: If shipments are loaded and counted by Customer during periods when CARRIER's driver or other representative is not afforded an opportunity to be present during the loading (SL&C), CARRIER will count the goods at the first break-bulk point and any subsequent stop-offs, and report any overage, shortage or damage by phone immediately to BROKER.

10. INSURANCE

- A. General Requirements: CARRIER shall at all times during the term of this Agreement have and maintain in full force and effect, Commercial General Liability, Public Liability, Automobile Liability, Workers' Compensation and Cargo Insurance with reliable insurance companies acceptable to BROKER, and in the following minimum amounts, which amounts may be modified by BROKER subsequently upon thirty (30) days written notice:
- (1) Commercial General Liability Insurance, including Contractual Liability coverage covering liability assumed under this Agreement in the amount of \$1,000,000 per occurrence.
 - (2) Public Liability Insurance, including environmental restoration coverage, which shall comply with the regulations of the FMCSA as set forth in 49 CFR Part 387.
 - (3) Automobile Liability Insurance covering "any auto" including all owned, leased, hired, and non-owned vehicles with limits of at least \$1,000,000 per accident. Such coverage shall include Contractual Liability coverage covering liability assumed by CARRIER under this Agreement.
 - (4) Workers' Compensation Insurance in accordance with all applicable state and federal laws, including Employer's Liability Insurance in the amount of \$500,000 per accident. CARRIER will hold harmless and indemnify BROKER and its Customers for any claim for insurance premium or any claim by any employee of the CARRIER for injuries sustained in the ordinary course of business, including but not limited to, drivers, lumpers, helpers, agents or sub-contractors of CARRIER.
 - (5) Cargo Insurance covering all risk of loss, damage or delay to goods in transit, in a minimum amount of \$100,000 per trailer, container or vehicle. CARRIER's cargo insurance policies shall not exclude coverage for loss from an unattended vehicle or from a trailer detached from a power unit, theft or other criminal acts of CARRIER's employees, or breakdown or failure of mechanical refrigeration equipment. If said policy contains such exclusions, CARRIER shall obtain and furnish an endorsement extending appropriate coverage.
- B. Additional Insured on Public Liability Policy: BROKER shall be named as an "Additional Insured: on the Bodily injury and Property Damage policies.

INITIALS: _____

- C. Certificates of Insurance: Policies: CARRIER shall provide certificates of insurance evidencing the insurance coverage required under this Agreement and that such coverage cannot be altered or cancelled without first giving BROKER thirty (30) days prior written notice.
- D. Self-Insurance: If CARRIER is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the FMCSA pursuant to 49 CFR Section 387.309
- E. No Representation as to Adequacy: It is expressly understood that BROKER does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the interests of CARRIER, BROKER or its Customers.

11. INDEMNIFICATION

CARRIER shall indemnify, defend and hold BROKER harmless from and against any and all liabilities, lawsuits, claims, demands, actions and/or causes of action of any kind resulting from, or relating to, or for loss, damage, or delay to any freight transported by CARRIER pursuant to this Agreement including all costs and expenses to defend such claims (including without limitation attorney's fees and court costs). CARRIER further agrees to indemnify, defend and hold BROKER and its Customers harmless from and against any and all liabilities, lawsuits, claims, demands, actions and/or causes of action of any kind resulting from, relating to, or for personal injury (including injury resulting in death) or property damage arising out of, caused by, or which may occur during the operations of CARRIER pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR

The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor, and nothing in this Agreement shall be construed to create an employee-employer relationship, a joint-venture relationship, or a principal-agent relationship, except that CARRIER hereby designates BROKER to be its agent for the limited purpose of collecting the agreed-upon freight charges from it's or party responsible for payment. All vehicles and personnel used and employed by CARRIER hereunder shall at all times be under the exclusive control of CARRIER. CARRIER shall not have any power or authority to bind BROKER in any manner.

13. ASSIGNMENT; THIRD PARTY BENEFICIARIES

The rights and obligations of this Agreement hereunder are personal to CARRIER and BROKER and this Agreement shall not be assignable or otherwise transferable by either party, in whole or in part, without the written consent of the other party. Although this Agreement is for the benefit of the parties hereto, it is also intended to protect the interests of BROKER's Customers as third party beneficiaries.

14. NOTICES

Unless otherwise specified, notices hereunder shall be given by registered or certified U.S. Mail, postage

INITIALS: _____

prepaid, or by overnight courier service, or by making personal delivery to the parties at the following addresses, or at such other addresses as the parties may from time to time specify in writing:

BROKER:

UNITED HUB LOGISTICS INC
4303 SIERRA REDWOOD DR
BAKERSFIELD, CA 93313
ATTENTION: JARNAIL BRAR

CARRIER:

Attention:

A Post Office or courier service receipt showing the deposit of such notice and the date thereof shall be prima facie evidence of the giving of such notice on the date of deposit or transmission.

15. CONFIDENTIALITY

CARRIER agrees that BROKER's compensation hereunder for its services is confidential and need not be disclosed to CARRIER. CARRIER further agrees that it will not reveal to anyone the terms of this Agreement, or the pricing of transportation services or any other details of the business conducted between CARRIER and BROKER, except as required by law and only then with as much prior notice to the other party as possible under the circumstances.

16. ELECTRONIC DATA INTERCHANGE ("EDI")

Shipping instructions, bills of lading, delivery receipts, claims for loss, damage, undercharges, or overcharges, and related communications may be transmitted by EDI in such format as may be agreed to by the parties. Each party shall retain or archive such transmissions in a suitable permanent media and shall make print copies of such records available on reasonable request. It is stipulated that records maintained in the manner provided herein shall be admissible for all purposes in the event of dispute or litigation.

17. SOLICITATION OF BROKER'S CUSTOMERS

- A. CARRIER shall not solicit traffic from any shipper, consignee or Customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) where the traffic of the shipper, consignee or Customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER "back solicits: the BROKER's Customers and obtains traffic from such Customers in violation of this Section of the Agreement, CARRIER shall be deemed to be in material breach of this Agreement.
- B. As compensation for such material breach, BROKER shall be entitled to receive and CARRIER

INITIALS: _____

shall pay a monthly commission in the amount of ten (10%) percent of the monthly transportation revenue billed by CARRIER for such traffic, for a period of eighteen (18) months from the date of the first violation of this Section, and such commissions shall be due and payable within thirty (30) days after the billing date. In the event BROKER is required to engage legal counsel or initiate legal proceedings to enforce the provisions of this Section, CARRIER shall be liable for all reasonable attorneys' fees incurred in connection therewith.

18. COMPLETE AGREEMENT; SEVERABILITY

- A. This Agreement, including any Rate Confirmations or other addenda hereto constitutes the entire Agreement between the parties and may be modified only as evidenced by written agreement and signed by the parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.
- B. Subsequent to the execution of this Agreement, further Rate Confirmations or other addenda may be added hereto and shall become a part hereof. All Rate Confirmations or other addenda must be signed by both parties. The parties agree and consent that they shall be bound by facsimile signatures on any Rate Confirmations or other addenda, and that documents containing facsimile signatures shall be deemed original signatures.

19. FORCE MAJEURE

Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions of this Agreement if caused by fire, strikes or labor disputes, riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties; provided, however, that nothing in this Section shall relieve CARRIER from its liability for the loss, damage, or delay to goods shipped as provided in Section 9, and CARRIER's liability for such claims shall be governed solely by the terms and conditions of that Section.

20. GOVERNING LAW; VENUE

To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, the laws of the State of New York, without regard to conflict of laws principles, shall govern the validity, constructions and performance of this Agreement. All controversies, claims, actions, suits or proceedings arising hereunder shall be brought in the State of New York.

21. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon the heirs, personal representatives, successors, assigns and receivers of the parties.

INITIALS: _____

IN WITNESS WHEREOF, BROKER and CARRIER have caused this Agreement to be executed by their duly authorized representatives on the Effective Date set forth above.

BROKER: _____

CARRIER: _____

MC #: _____ DOT #: _____

MC #: _____ DOT #: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

INITIALS: _____

UNITED HUB LOGISTICS INC

4303 SIERRA REDWOOD DR
BAKERSFIELD CA 93313
PH: (661) 520-8550
FAX:
EMAIL: Dispatch@unitedhub.net



INSURANCE REQUEST

DATE: _____

TO: _____

FAX #: _____

FROM: _____

INSURED: _____

CITY/STATE: _____

CERTIFICATE HOLDER TO:

**UNITED HUB LOGISTICS INC.
321 ISABEL CT,
MCFARLAND, CA 93250**

PLEASE EMAIL TO:DISPATCH@UNITEDHUB.NET

THANKS,
UNITED HUB LOGISTICS INC.



Direct Deposit Authorization

Sign and complete this form to authorize United Hub Logistics Inc to deposit payments into your checking or savings account. Please return this form to the following email:

Email: nav@unitedhub.net

Account Type: Checking Savings

Account Name: _____

Bank Name: _____

Account No. _____

Bank Routing No. _____

Bank City/State: _____

I hereby authorize United Hub Logistics Inc to initiate entries into my checking/savings account at the financial institution listed above. If necessary, initiate any adjustments for transactions credited/debited in error. This authority will remain in effect until United Hub Logistics Inc is notified in writing to cancel it.

Company Name: _____

Remittance Email (required): _____

Carrier Signature: _____