



Thomas Truck Lines, Inc.

C.T. Brokerage, LLC

"We specialize in Agricultural Hauling"

Owner-Operators required credentials needed before loads can be assigned:

Insurance Certificate Holder as:

C.T. Brokerage, LLC

P O Box 644

Donalsonville GA 39845

(229)524-0090 Phone (229) 524-0081 Fax

Insurance Coverage must include the following allowances:

\$1,000,000.00 -- Liability & \$50,000.00 Cargo

Copy of Current Annual Inspection on your truck (s).

Copy of the current Tag (Cab Card).

Completed W-9 tax form.

Copy of CDL and Medical Card for driver (s).

Motor Carrier #

DOT #

Brokerage Fees: 10%

Note: We do not lease trucks, we are a brokerage company only.

If you will be using our trailer the following coverage is required:

\$40,000 Non-Owned Trailer and it should show Certificate Holder as:

Chris Thomas, Inc.

P O Box 644

Donalsonville, GA 39845

C T BROKERAGE OWNER OPERATOR DATA SHEET

FIRST NAME	
LAST NAME	
OWNER OPERATOR CO EMPLOYED BY:	
DATE OF BIRTH:	
DATE OF HIRE:	
CDL #	
CDL STATE	
MOTOR CARRIER #	
DOT #	
SOCIAL SECURITY # (COMPLETE #)	
HOME ADDRESS	
CITY	
STATE	
ZIP CODE	
CONTACT #	
EMAIL ADDRESS	
TRACTOR MAKE	
TRACTOR MODEL	
TRACTOR VIN	
TRAILER VIN (IF APPLICABLE)	
PAYROLL: DOCUMENT DELIVERY METHOD	PLEASE CIRCLE ONE: US MAIL GPC HEADLAND DROP BOX GENERAL OFFICE
WILL YOU REQUIRE A CT BROKERAGE ISSUED FUEL CARD FOR FUELING YOUR EQUIPMENT?	PLEASE CIRCLE ONE: YES NO
ANY ADDITIONAL NOTES:	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BROKERAGE/ CARRIER AGREEMENT

This Broker/Carrier Agreement is being entered into by and between _____ (hereinafter referred to as "Broker"), and _____, (hereinafter referred to as "Carrier") as defined below, on this ____ day of _____, 20 ____.

I. PARTIES

A. _____ is the "Broker" as that term is defined

Under 49 U.S.C. § 13102(2) or any regulation, amendment or renumbered law by which the United States or any agency thereof defines a trucking broker and any applicable federal or state regulations, statues, decisional law or administrative law. BROKER will arrange for the freight tendered by a shipper to be transported by CARRIER, but BROKER is not engaged in the business of and will not act as a "Carrier," "Motor Carrier," or "Freight Forwarder," as those terms are defined under 49 U.S.C. § 13102, and BROKER is not engaged in the business of and will not act as a "Rail Carrier" as that term is defined under 49 U.S.C. § 17706.

B. _____ is the "CARRIER," and hereby agrees to transport freight identified by BROKER as requiring transportation services.

C. BROKER and CARRIER will sometimes be referred to collectively as "The Parties."

II. RECITALS

A. Term- The term of the Agreement shall be one (1) year, commencing on the date listed above. If not cancelled by one of The Parties, the Agreement shall automatically renew itself for consecutive one year terms. The Agreement can be terminated at any time by either of The Parties with thirty (30) days written or electronic notice to the other party, provided all balances are settled, and the termination can be with or without cause.

B. Broker Requirements- BROKER warrants that it is licensed to arrange for the transportation of freight pursuant to license _____ (fill in for specific broker), but that it does not transport freight, and that it will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this agreement. BROKER also warrants that it will maintain a Surety Bond or Trust Fund Agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$10,000.00 or in such amount as may be amended from time to time and furnish CARRIER with proof of same upon request.

III. Broker Obligation- Broker shall pay CARRIER for services rendered in an amount equal to the rates and charges agreed to as set forth in Appendix A upon receipt of payment from the shipper. As a condition precedent to payment, CARRIER must submit proof of delivery with its invoices, and the invoices must reflect that CARRIER delivered the freight to its final destination.

A. BROKER agrees to arrange for the transportation of a shipper's freight with CARRIER pursuant to the terms of the Agreement, and to comply with all federal, state, and local laws and regulations pertaining to the brokerage services covered by this Agreement.

- B. The Parties agree that BROKER'S responsibilities under this Agreement are limited to arranging for the transportation of a shipper's freight with CARRIER, and not actually performing the transportation services, possessing the freight, or controlling the means or methods of the transportation.

IV. Carrier Obligations- CARRIER warrants that all times during the Agreement it will act as a "motor carrier," as that term is defined under 49 U.S.C. § 13102 and any applicable federal or state regulations, statutes, decisional law or administrative law. CARRIER further warrants that all times during this Agreement it will remain licensed and authorized by the Department of Transportation to provide interstate transportation services, and warrants that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable federal and state regulations.

CARRIER represents that it in compliance with and shall maintain, during the terms of the Agreement, compliance with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers, qualification of drivers, transportation of Hazardous Materials, (including the licensing and training of Haz Mat qualified drivers, as defined in 49 U.S.C. § 172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations, Part 309.46 as well as any other regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and all applicable insurance, financial responsibility and surety laws and regulations including but not limited to workers' compensation; the Federal Motor Carrier Safety Regulations (FMCSRs), and any applicable state trucking regulations.

CARRIER will notify BROKER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or any insurance required hereunder is threatened to be or is terminated, cancelled (whether by an insurer or surety provider by CARRIER, or by any person or entity), suspended or revoked for any reason.

- A. CARRIER agrees to maintain a U.S. DOT safety rating or evaluation of "fit," "satisfactory," or whatever is the highest rating described by the U.S. DOT, FMCSA, CSA or equivalent governmental agency authority or evaluation method for the duration of this Agreement. Any change in CARRIER'S safety rating requires immediate written notification to BROKER.
- B. CARRIER agrees that only drivers qualified under Part 391 of Federal Motor Carrier Safety Regulations (FMCSRs) will transport freight under this Agreement. CARRIER further agrees that it will maintain adequate internal procedures to evaluate its drivers through Pre-Employment Screenings, Driver Information Resource, the U.S. DOT Safety Management System, CSA and its drivers are otherwise qualified under the FMCSR's throughout the duration of this Agreement.
- C. Upon reasonable demand, CARRIER shall provide to BROKER copies of its DOT Operation Authority Policy of Insurance, including all endorsements, Certificate of Insurance surety or financial responsibility.

- V. Shipper-Broker Relationship- The Parties agree that BROKER at all times will be acting as an independent contractor, and not an employee, agent, or principal of a shipper.
- VI.
- VII. Broker-Carrier Relationship- CARRIER agrees and acknowledges that as the motor carrier transporting a shipper's freight pursuant to this Agreement, it is an independent contractor, and not an employee, agent or principal of BROKER. CARRIER further agrees and acknowledges that its employees and agents, including the driver or drivers transporting freight, are not the employees or agents of BROKER, and that BROKER does not control or have the right to control the CARRIER, its employees, agents, drivers, or any person or entity associated with the CARRIER. BROKER further makes no representation as to CARRIER'S safety status/representation or any other aspect of CARRIER's fitness beyond that set forth in Section 4 above.
- VIII. No Broker Liability- CARRIER agrees and acknowledges that Broker will not be liable to a shipper for any act or omission of the CARRIER or any of its "employees" which transport a shipper's freight, as the term "employee" is defined under 49 C.F.R. §390.5 or for any of Carrier's Agents, Principals, Assigns or Subcontractors, CARRIER thus agrees and acknowledges to indemnify and hold harmless BROKER for any cargo loss or damage, or for delay in the delivery of a shipper's freight, or for any actual or consequential damages resulting therefrom.

To the extent permissible under applicable federal and state law, and subject to the express monetary insurance limits in Paragraph 13 as to CARRIER and BROKER's monetary insurance limits for general for general liability or such other amounts as mutually agreed by The Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence, culpable conduct or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

Except for CARRIER's liability under Paragraph 10, unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in paragraph above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in the paragraph above.

- IX. No Broker Control- The Parties agree that BROKER will not assert any control nor have an right to control over a shipper's freight, including, but not limited to, taking possession of a shipper's freight, and BROKER shall not direct or control the routes taken by CARRIER in the transportation of a shipper's freight.
- X. Carrier Liability- CARRIER hereby assumes the liability of a motor carrier as provided in §11707 of Title 49 of the United States Code as well as the Carmack Amendment and all other applicable law relating to the liability of a Motor Carrier for Cargo Loss, and all claims for loss, damage and/or salvage will be handled and processed in accordance with that law.

XI. Bills of Lading-

- A. For each shipment tendered to CARRIER, CARRIER will provide to the shipper a standard bill of lading that is in accordance with 49 C.F.R. §373, listing the cosigner and consignee, the origins and destination, the number of packages, the description of the freight, and the weight, volume or measurement of the freight. The parties agree that BROKER will not be a party to the bill of lading.
- B. CARRIER agrees that a BROKER's name WILL NOT BE LISTED, as the carrier on a bill of lading. Such a listing is not authorized by BROKER and if it should occur the listing shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. In no event shall the Broker be listed or referenced on or be a party to the bill of lading.
- C. CARRIER will not re-broker, assign or interline the shipments hereunder, written consent of BROKER prior to the shipment being tendered to any other CARRIER. If CARRIER breaches this provision, BROKER shall have the right of paying monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER, shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph 7 CARRIER will be liable for consequential damages for violation of this Paragraph.
- i. The Parties agree that the shipment of freight will move under the terms and conditions listed in the bill of lading.
- ii. CARRIER agrees to list itself on the bill of lading as the party in possession and control of the freight.
- iii. The terms and conditions of the bill of lading shall not operate to alter or modify the terms of this Agreement between CARRIER and BROKER.
- iv. CARRIER shall issue a bill of lading in compliance with 49 U.S.C §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto) also commonly known as the Carmack Amendment for the property it receives for transportation under this agreement. Unless otherwise in writing, CARRIER shall become fully or constructive possession, responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER. Said Bills of Lading are intended by the Parties to the Bills of Lading, as that term is interpreted under the Carmack Amendment and applicable law and not merely as "delivery receipts", "freight receipts" or any similar term.

- XII. Non-Solicitation of Shippers- CARRIER agrees that it will not directly or indirectly conduct business with any shipper whose freight was transported pursuant to this Agreement for a period of two (2) years beginning with the last day such service was performed for that shipper. The Parties agree that a breach of this provision shall entitle BROKER to the full amount of commissions and/or compensation under the terms set forth in Appendix "A" that would have been due to BROKER had it arranged for the movement of said freight.
- XIII. Assignment /Modification of Agreement- Neither CARRIER or BROKER may assign or transfer any rights under this Agreement, in whole or in part, without the prior written or electronic consent of the other party. Further, neither CARRIER or BROKER may amend or modify the terms of this Agreement without the prior written or electronic consent of the other party. Any amendments or modifications to this Agreement not agreed to by both CARRIER and Broker shall be null and void.
- XIV. Insurance- CARRIER shall furnish BROKER with Certificate(s) of Insurance; financial responsibility or insurance policies providing thirty (30) days advance written notice of cancellation or termination; and unless otherwise agreed, subject to the following minimum limits; General Liability \$ _____ commercial auto liability (including hired and non-owned vehicles) \$ _____, (\$ _____ if transporting hazardous materials including environmental damages due to release or discharge for hazardous substances); cargo damage/loss, \$ _____; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies and financial responsibility shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible of any insurance policy or to limit CARRIER's liability for contribution and/or indemnification and defense of the BROKER. A MCS-90 endorsement will be part of any insurance policy obtained by CARRIER, and all proper filings, including but not limited to the BMC-90 will be made with the applicable federal and state agencies.
- XV. Miscellaneous-
- A. Non-Exclusive Agreement: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers. Brokers or freight forwarders.
- B. Waiver of Provisions:
- i. Failure of either Party to enforce a breach of waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - ii. This Agreement is for specified services pursuant to 49 U.S.C. §1410(b). to the extent that terms and conditions herein are inconsistent with Part(b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

XVI. Severability- If any portion or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, The Parties agree that said portion or provision of the Agreement shall be severable, and that the remaining provisions of the Agreement shall continue in full force and effect.

XVII. Notices- Any and all written or electronic notices required or permitted to be given under this Agreement shall be addressed as follows:

(BROKER)

(CARRIER)

XVIII. Force Majeure- In the event that fire, flood, other natural disaster, war, embargo, riot or civil disobedience prevents the performance of either BROKER or CARRIER's obligations under this agreement, that party shall not be liable to the other party for such failure to perform.

XIX. Choice of Law and Venue- All issues concerning the construction, interpretation, validity and enforceability of this Agreement, and any other dispute arising out of this Agreement, whether in a court of law or in alternative dispute resolution, shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, including the applicable statutes of limitations under Ohio law, without giving effect to any choice of law provision applying the laws of another jurisdiction.

XX. Indemnification- CARRIER will indemnify and hold harmless BROKER, its employees, officers, directors, agents, principals and assigns from any liability, settlements, judgement, verdicts, attorney fees or expense or any nature whatsoever arising out of any claims, demands or suits against BROKER which in any way relate to a claim of BROKER's liability or culpability for the actions of CARRIER, including negligent or improper hiring or retention of the CARRIER, its employees (statutory or otherwise) agents, principals, officers, directors, assigns or anyone acting by or for CARRIER, for any aspect of the transportation of freight, public liability, personal injury, bodily injury, emotional or mental distress, wrongful death, loss of consortium, cargo liability or any claim or cause of action recognized by and state, municipality, county or any jurisdiction, Administrative Agency, or the Government of the United States.

XXI. Entire Agreement- This Agreement, including all appendices and addenda, constitutes the entire agreement intended by and between The Parties and supersedes all prior agreements, representations, warranties, and understandings, whether oral or in writing.

XXII. Modification of Agreement- This Agreement and Exhibit A et seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above.

XXIII. FEES- A 10% fee will be assessed to all Owner Operators.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed on the effective date listed above in their respective names by their full authorized representatives below:

BROKER

CARRIER

Signed

Signed

Printed

Printed

Title

Title

TRAILER INTERCHANGE AND INDEMNITY AGREEMENT

This Trailer Interchange and Indemnity Agreement is entered into between Christopher Thomas Inc./CT Brokerage, LLC., Located at 731 W 3rd Street, Donalsonville, GA 39845, and _____, located at _____ and shall govern the terms and conditions of the use of trailer equipment belonging to one party by another.

WHEREAS, each party to this Agreement in the ordinary course of its business owns, operates and maintains tractor-trailer equipment suitable for transportation of cargo in intra- and interstate commerce; and

WHEREAS, the parties are engaged in transportation agreements which provide for the through movement of freight including pickup and delivery and spotting of trailer equipment under circumstances which require or permit one party to use the trailer of another to facilitate service; and

WHEREAS, the parties desire to permit such interchange and use of trailer by the other subject to the terms and conditions of this uniform Agreement;

NOW, THEREFORE, the Parties agree as follows:

As otherwise agreed in writing from time to time, one party may make permissive use of trailer equipment owned by the other with or without compensation under the following conditions.

1. The party owning the equipment warrants that equipment is regularly maintained and is free from any known defects by it.

2. Upon acceptance of any trailer, the receiving party shall prepare an equipment receipt/inspection report noting all damage, absence of damage and conditions of safety related items including, but not limited to, tires, brakes, air systems, sliding tandem hook pin. Such reports shall be prepared upon the acceptance of the trailer. Should the inspection reveal any safety related defects, the receiving party will notify the owner before use. Use of any trailer without notification or the preparation of an inspection report shall be deemed as acceptance without recourse. No warranty, express or implied, is made by the owner of the quality, design, or manufacture of the equipment. The owning party agrees to extend to the receiving party all warranties, if any, offered by the manufacturers of the equipment. The receiving party shall be responsible for all loss or damage to trailer while the trailer is in its possession and control, except to the extent such loss is caused by the act or omission of owner or its employees.

3. Receipt by any party of equipment belonging to the other without written notice shall constitute the receiving party's acknowledgment that the shipment is in good working order and free of reasonable defect.

4. While equipment is in its care, custody and control, any party receiving the equipment of another under this Agreement warrants as follows:

- (a) It will indemnify and hold the owner of the trailer equipment harmless from all risk of loss, claims, damage or cause of action arising out of its use including, but not limited to, any legal fee, the cost of defense or a judgment resulting from any claim of negligent entrustment or vicarious liability arising out of the receiving party's use, including the loading and unloading of the trailer while in the receiving party's possession.
- (b) The receiving party shall use the trailer only for the use contemplated by the authorizing agreement between the parties and shall return same at the completion of use to the location agreed to by the parties, free from defect, ordinary wear and tear excepted.
- (c) The receiving party shall bear all costs associated with any physical damage resulting from its use, and assume liability for any loss and/or damage to equipment (including shipments contained therein) while said equipment is stored on its premises or is being used by it or its designee to load, unload, transport cargo, or reposition equipment, unless such loss or damage is caused by the negligent acts or omissions of the owner.
- (d) The receiving party warrants that its auto liability coverage is properly endorsed to extend coverage to the owner of trailer equipment under a lease interchange endorsement.

5. Insurance. As financial surety for the indemnities and undertakings in 1 through 4 above, each warrants that it and/or its designee shall maintain the following insurance coverage which it warrants will inure to the owner of the trailer equipment's benefit:

(a) Commercial General Liability Coverage in the amount of not less than \$1,000,000.

(b) Auto Liability Coverage in the amount of not less than \$1,000,000 per occurrence.

(c) Motor Truck Cargo Insurance in the amount of not less than the market value of shipment but not to exceed \$250,000 per truck load. .

(d) Worker's Compensation Insurance in the amount required by applicable state law.

(e) Physical Damage Insurance in an amount equal to or exceeding the value of the interchanged equipment or evidence of an appropriate trailer interchange endorsement.

Each will be named a certificate holder as well as an additional insured on (a), *supra* and as a loss payee on (c) and (e) *supra*, on the other parties' policies.

6. Miscellaneous. This Agreement will become effective on the date written below and will continue from month-to-month thereafter, subject to termination by either party on 10 days prior written notice to the other. This Agreement shall not be modified except by written instrument signed by authorized representatives for affected parties. This Agreement shall be governed by and interpreted under the laws of the State of Georgia. In the absence of written trailer interchange executed at time of the transfer of possession or other contemporaneous written notification, the receiving party of equipment accepts the equipment free from observable defect or damage.
7. Fees: Trailer Rental fee of trailers will be 10% of Gross Revenue for Owner Operators.

Private Fleet Company, contact # - (229)-524-0090

"Other Party" Contact information: _____

Dated this _____ day of _____, 20__.

Christopher Thomas Inc./CT Brokerage, LLC **Company:** _____

By:

By:

Title:

Title: