

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT, made and entered into _____ (**Date**), at Schaumburg Illinois, by and between **DYE STAR, INC.**, a corporation with its principal place of business at 1821 Walden Office Sq., Schaumburg, Illinois, hereinafter referred to as "BROKER", and

(CARRIERNAME), with its principal place of business located _____, hereinafter referred to as "CARRIER".

WITNESSETH

WHEREAS, Carrier is a motor contract carrier of property, authorized by the Federal Motor Carrier Safety Administration ("FMCSA") in Docket No. MC - _____ to conduct operations and provide service in interstate and foreign commerce in the transportation of General Commodities (except Household Goods), between points in the United States (except Alaska and Hawaii), under continuing contract(s) with Broker; and

WHEREAS, Broker is a freight broker duly licensed by the FMCSA to arrange the transportation of property by authorized motor carriers; and

WHEREAS, Broker desires from time to time to use the services of Carrier to transport freight for or on behalf of its shipper customers ;

WHEREAS, both BROKER and CARRIER enter into this Contract pursuant to 49 U.S.C. §14101 (b) for the purpose of providing and receiving specified services under specified rates and conditions, and under which the parties intend to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act, and, to the fullest extent possible, have all of their dealings governed by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing terms and conditions and the mutual promises contained herein, Carrier and Broker agree as follows:

- (1) **Series of Shipments, No Sub-Contracting.** Broker hereby agrees to cause freight to be tendered to Carrier, and Carrier agrees to transport such freight in an amount not less than one(1) shipment per year, and Carrier hereby agrees to pick up, transport, deliver and provide such services as Broker shall require on all such freight tendered. Carrier will also transport whatever additional quantities of freight Broker shall cause to be tendered to Carrier to the best of its abilities and the extent of the availability of Carrier's equipment to handle such additional quantities of freight. Carrier specifically warrants and agrees that all freight tendered to it by Broker pursuant to this Agreement shall only be transported by Carrier on, in or with equipment owned by Carrier or leased to Carrier under a lease having duration of more than thirty (30) days, operating under Carrier's operating authorities. Except to the extent that Carrier uses the services of "owner/operators" in the course of conducting its regular operations, Carrier shall not, in any manner, sub-contract, broker or tender to any third party for transportation any freight tendered to Carrier by Broker for transportation pursuant to this agreement.

- (2) **Independent Contractor.** Carrier is and shall serve Broker as an independent contractor, not as an agent, joint venturer, lessor, owner-operator or employee. Carrier shall make all arrangements it deems

appropriate to provide sufficient, appropriate, personnel and motor vehicle equipment, which shall be dedicated to Broker's exclusive use while transporting freight tendered by Broker, to provide transportation services contemplated by this Agreement. Carrier shall provide transportation services designed to meet Broker's distinct needs, which may include specialized motor vehicle equipment, special rates and other special services which Broker may from time to time request. Broker is not and will not be responsible for any debts, liabilities or obligations incurred by Carrier in the performance of its business. It is the intent of the Parties that the Carrier is, shall be and will remain an independent contractor and nothing contained herein shall be construed to be inconsistent with that relationship. Carrier agrees to indemnify and save Broker and/or its customers harmless from any and all claims, demands, actions, causes of action and liabilities (actual, potential, threatened or pending) of any type or nature arising from or in connection with Carrier's transportation services rendered pursuant to this Agreement or otherwise arising or growing out of the operations and activities of the Carrier hereunder, as a carrier or otherwise, and to assume full responsibility for all commissions, salaries, insurance (including workers' compensation), taxes, pensions and benefits of itself and Carrier's agents, lessors, owner-operators, contractors and/or employees in performance of this contract as now or hereafter apply. The Carrier agrees to indemnify the Broker against all workmen compensation liability related to employees or agents of the Carrier, and further indemnify the Broker against any personal injuries.

(3) **Term.** This Agreement shall remain in effect for one (1) year from the date hereof and, if not canceled, shall automatically renew for additional periods of one (1) year. Either party may terminate this Agreement upon giving the other thirty (30) days' prior written notice of its intention to do so. Termination may be with or without cause. Termination of this Agreement shall not release either party from any liability to the other arising pursuant to this Agreement, whether or not such was ascertained at the time of termination.

(4) **Compliance with Law.** Carrier shall comply with all laws, rules and regulations of any duly constituted governmental authority in any manner relating to the performance of the transportation services to be rendered pursuant to this Agreement. Carrier will be solely responsible for any acts, omissions, and/or violations by Carrier, its employees, contractors or agents and will defend and save Broker and/or its customers harmless from any fine, penalty or liability that may result from such acts or violations; provided, however, that this paragraph shall not apply to any penalty or liability arising solely as a consequence of any wrongful or negligent acts, omissions, or violations by the Broker, its customers, agents or employees. Carrier represents and warrants that the drivers or personnel operating its vehicles are competent and properly trained and licensed and is fully informed concerning their responsibilities for all involved freight. Carrier agrees to pay and be solely responsible for all salaries, Workers' Compensation coverage and all taxes relating to all drivers or other personnel. Carrier further agrees to provide and maintain the equipment necessary to fulfill this Agreement and to furnish all necessary fuel, oil, gasoline, tires and repairs for the operation of said equipment and to pay all expenses incidental to such operation. Carrier warrants that all equipment provided pursuant to this Agreement shall be in first class operating condition and will be suitable for transporting all freight tendered. Carrier represents that the transportation rendered hereunder will be performed without violating any federal or state laws or any rules or regulations of any federal, state or local agencies or regulatory bodies having jurisdiction over the operations. Carrier agrees that it will at all times have a U.S. DOT Safety Rating that is "Conditional" or better, and that at no time will it allow its Safety Rating to become "Unsatisfactory". An "Unsatisfactory" Safety Rating shall be considered to be a material breach of this Agreement by Carrier and will result in immediate termination of the tender of freight to Carrier until cured.

(5) **Carrier Paid Only by Broker.** On all shipments tendered to Carrier pursuant to this Agreement, compensation shall be paid to Carrier solely and exclusively by Broker, in the amounts set forth in Appendix A attached hereto and made a part hereof; provided, however, that the parties hereto may at any time agree, in writing, or orally, and subsequently confirmed by both parties in writing, on a form incorporating all of the information of and similar in format to the Rate Confirmation Sheet (Appendix B) attached hereto and made a part hereof, change such compensation for any specific shipment or shipments. Such confirmation may be

accomplished through the exchange of supplements to this Agreement executed by the parties in counterparts being exchanged by Telecopier, or other electronic means agreed to by the parties and acknowledged in a written supplement to this Agreement. Such Rate Confirmation Sheets are supplements to this Agreement, not separate contracts or agreements. Broker shall be solely and exclusively liable for and responsible to Carrier for its charges relating to the transportation of freight tendered by Broker pursuant to this Agreement. Broker's customers' sole obligation with regard to the payment of transportation charges relating to said freight is to make payment to Broker. Broker will bill its customers on Carrier's behalf and remit such proceeds as such Carrier may be entitled to pursuant to this Agreement to Carrier. Carrier specifically agrees it will look only to Broker for the payment of its charges. Carrier appoints and designates Broker as its agent for the sole purpose of billing and collection of freight charges from the shippers whose freight Broker tenders to Carrier or arranges for Carrier to transport. Carrier will not communicate, directly or indirectly, in any manner, with Broker's customers, consignors, consignees or any party other than Broker concerning the collection of any charges relating to transportation services accruing in connection with or as a consequence of this Agreement. Carrier shall have no lien, and hereby expressly waives its right to any lien on any cargo, freight or other property of Broker or any of its customers.

(6) **Carrier's Handling of Freight.** Carrier will transport all shipments tendered pursuant to this Agreement to the specified consignee at the specified destination at the time specified, or, if there is no time specified, then within a reasonable time. Broker and Carrier both agree and recognize that time is of the essence of this Agreement and that due to varying geographical origins together with the need for expeditious transportation, both parties will commence performance under this contract immediately following the oral tender of a shipment to Carrier by Broker.

At the time each shipment is received by Carrier from Broker's customer(s), Carrier shall request and obtain instructions concerning all handling, securing and product or freight protection requirements (heat, cold, moisture, etc.) of each shipment, including specifications, on the bill of lading or otherwise and carrier shall be solely liable for any damages to any shipment occurring from any such cause if Carrier either fails to do so or fails to comply with such instructions. Carrier is responsible for ensuring that all freight is properly blocked and braced for transportation unless tendered to Carrier in a pre-loaded, sealed trailer, and Carrier is instructed not to break the seal(s) on the trailer, which fact must be noted on the bill of lading. Carrier is responsible to determine that the goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the goods shipped, before loading and, in the event that they are not Carrier will contact Broker for further instructions.

(7) **Bill of Lading.** Carrier will issue and sign a standard, uniform straight bill of lading or other receipt acceptable to Broker and Broker's customers upon acceptance of goods for transportation. In the event that the terms and conditions of any bill of lading issued by Carrier in connection with a shipment transported pursuant to this agreement shall conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and take precedence. Carrier assumes the liability of an interstate motor common carrier, as specified in 49 U.S.C. §14706 or any successor law or statute, for all freight transported pursuant to this Agreement, from the time of receipt of said goods by the Carrier until proper delivery is made thereof. The receipt or bill of lading issued or executed by Carrier shall be prima-facie evidence of receipt of such goods in good order and condition by Carrier unless otherwise noted on the face of said document. In the event that Carrier's personnel are not allowed or afforded an opportunity to view and/or examine the goods shipped, prior to loading on to Carrier's vehicle, in order to ascertain the condition of those goods, then the absence of any exception to the condition of the goods on the bill of lading shall not be conclusive against Carrier as to the condition of the goods when received. However, in such event, Carrier's personnel shall note on the bill of lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped. The parties agree that this Agreement and operations performed hereunder are subject to 49 U.S.C. § 14706.

(8) **Submission of Documents/Claims.** Carrier shall submit to Broker all required shipping documents within fifteen (15) days of delivery of each shipment transported pursuant to this Agreement and Broker shall pay Carrier for each shipment tendered pursuant to this Agreement the agreed compensation within thirty(30) days from receipt by Broker of (a) if applicable a written rate confirmation sheet (amendment to Appendix A), duly signed by Carrier, acknowledging a change in compensation, for any specific shipment or shipments; and (b) Carrier's freight bill with attached original Bill of Lading (or a readable copy thereof), without exception or notation, signed by the consignee at point of delivery as proof of delivery of the shipment in good order and condition. Only if no such Bill of Lading was provided at point of origin will a written and signed delivery receipt be acceptable as a substitute. Broker shall not be responsible for the payment of any freight bills for any charges which are not submitted to Broker by Carrier within 180 days of the date of delivery of the shipment(s) represented on any such freight bills. Compensation due to Carrier under this agreement may be withheld by Broker, in whole or in part, to satisfy claims for loss or damage to shipments arising tendered to Carrier by Broker pursuant to this Agreement.

Any claim for overpayment or underpayment of transportation charges in connection with shipments transported pursuant to this agreement shall be presented in writing by the party asserting the claim to the other party within 60 days of discovery of the claim by that party, but in no event will any such claim(s) be asserted more than 180 days after the delivery of the shipment or shipments giving rise to any such claim. In the event that the parties cannot resolve any such claim among themselves within 30 days of presentation of such a claim, then the parties shall submit the claim to binding arbitration by a mutually agreeable arbitrator. If the parties cannot, in good faith, agree upon an arbitrator within 30 days then Broker shall select an arbitrator.

(9) **Factoring.** Carrier shall provide Broker written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this agreement thirty (30) days prior to such assignment factoring, or other transfer taking legal effect. Such written notice shall include the name and address of assignee/transferee, date, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by Broker. Carrier shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time, No multiple assignments, factorings or transfers by the Carrier shall be permitted.

Carrier shall indemnify Broker against and hold Broker harmless from any and all lawsuits, claims, actions, damages (including reasonable attorney fees, obligations, liabilities, and liens) arising or imposed in connection with, the assignment or transfer of any account or right arising thereunder where the Carrier has not complied with the notification of assignment requirements of this section. Carrier also releases and waives any right, claim, or action against Broker for amount due and owing under this agreement where Carrier has not complied with this notice requirements of this section Such notices shall be mailed to the address first recited herein above, Attention: _____.

(10) **Carrier's Warranties.** Carrier warrants that it is a motor contract carrier of property duly authorized by the FMCSA to perform the transportation as provided herein and that all transportation performed by it for or on behalf of Broker and/or Broker's customers shall be as a contract carrier pursuant to the terms and conditions of this Agreement. Carrier further warrants that while it may also hold authority from the FMCSA to operate as a motor common carrier, no transportation will be performed by it for or on behalf of Broker and/or Broker's customers as a motor common carrier and that Carrier's rates and tariffs as a motor common carrier shall not, except as may be specifically provided in this Agreement, be applicable to any transportation which it shall perform for and on behalf of Broker.

(11) **Carrier's Insurance.** Carrier agrees at all times to carry general liability, auto liability, public liability and property damage insurance in amounts not less than one million dollars (\$1,000,000.00) and "all risk" cargo liability insurance in an amount not less than one hundred thousand dollars (\$100,000.00) with an A.M. Best

"A" rated or better insurance company or companies approved by Broker, which policies shall not contain any restrictions such as deductible obligations or exclusions which are not approved or accepted by Broker, including exclusions based on driver negligence, moisture and specific commodities which the carrier is in fact actually hauling with broker. Carrier warrants that at all times it will have on file with the FMCSA or any successor agency appropriate insurance forms (B.M.C. - 91 or 91X with regard to liability insurance, and B.M.C. - 34 with B.M.C.- 32 endorsement with regard to cargo insurance. Carrier will, promptly furnish Broker with Certificates of Insurance that identify Broker as a certificate holder under all general liability, auto liability, public liability and property damage insurance policies. Carrier will cause Broker, and any customer of Broker's as Broker shall direct, named insured, certificate holder and loss payee on cargo insurance policies (as their interests may exist) and will provide Broker with copies of all such policies and endorsements thereto.

All Certificates of Insurance shall contain provision that Carrier or its insurance carrier(s) shall give Broker not less than thirty (30) days prior notice of any cancellation of any insurance policy or coverage(s). Carrier or its insurance carrier(s) shall give Broker not less than thirty (30) days prior notice of any cancellation of any insurance policy or coverage(s) or such cancellation shall not be effective as to Broker and/or its customer(s).

Carrier shall also carry and maintain Workers Compensation insurance in the amounts required by law in the jurisdictions where the services hereunder will be performed, and Employers Liability insurance in an amount not less than \$500,000 per occurrence. Absent applicable state laws or regulations to the contrary, none of Carrier's liability insurance policies specified hereinabove shall contain any exclusions for punitive damages. Carrier shall remain liable for any claim amounts regardless of the limits in its insurance coverage, the deductible or any exclusions.

(12) **Cargo Claims.** Carrier shall pay or settle all cargo loss or damage claims within sixty (60) days from the date of receipt of notice of such claim. Carrier assumes liability for all shipments transported pursuant to this Agreement to the same extent as an interstate motor common carrier pursuant to 49 U.S.C. § 14706. Carrier shall only be bound to transport any shipment with reasonable dispatch, unless a specified delivery date and/or time is communicated to Carrier prior to the pickup of any individual shipment. "Reasonable dispatch" is the length of time that it would customarily and ordinarily take to transport a like shipment. No released value conditions, whether stated in the rates or otherwise, shall apply against Broker or its customers. Carrier shall not be liable for any loss, damage or delay caused by the Act of God, the public enemy, the authority of law, the act or default of the shipper or owner, or due to the inherent vice or of the goods shipped. Carrier shall be liable for and responsible to pay Broker for any loss or damage claims Broker may incur or pay to its customers on account of any transportation services performed by Carrier, for Broker. In the event branded or labeled goods are damaged, Broker's customers may determine, within its sole discretion, and subject to a reasonableness standard, whether the goods may be salvaged, and if salvageable the value of such salvage. Any salvage receipts shall be credited against Broker's customers' claims against Carrier. Broker's customers shall have the right to remove all identifying marks or labels when Carrier pays to Broker or Broker's customers the full value of the damaged goods and requests possession of the goods for salvage. Alternatively, the goods shall be permanently marked as "damaged" or a similar notation, without debiting or otherwise charging Broker's customers on account of such notations.

(13) **Application of Contract.** This contract applies to the tender by Broker and/or the transportation by Carrier of both commodities that are regulated and those that are unregulated pursuant to Federal Law or regulation and the tender and/or transportation of such commodities in mixed or unmixed loads. This Agreement also applies to intrastate transportation where such does not result in a violation of any state or local law or regulation and mixed loads of interstate and/or unregulated and intrastate freight.

(14) **Mileage and Accessorial Charges.** For each freight movement or shipment, the Parties may specify the mileage to apply for the purposes of computing transportation charges if a mileage rate schedule applies. Otherwise, the mileage according to the then current Household Goods Carriers' Mileage Guide will apply. There shall be no charge for waiting time or demurrage other than as provided for in this paragraph. Carrier shall allow 3 hours of free time for loading and after that free time has expired, Broker shall pay for waiting at

the rate of \$25.00 per hour, not to exceed a total of \$150.00. Carrier shall allow 3 hours of free time for unloading and after that free time has expired, Broker shall pay for waiting at the rate of \$25.00 per hour, not to exceed a total of \$150.00. In order to be eligible to receive payment for waiting time, Carrier must first furnish to Broker written proof of the time of arrival of the subject vehicle for loading/unloading and the time of completion of the loading/unloading on the bill of lading for the subject shipment or other appropriate and acceptable (to Broker) shipping document. Time spent waiting prior to the time of opening for business of the consignor or consignee, as the case may be, shall not be included in the computation of either free time or waiting time. In order to receive payment for waiting time, Carrier must first give Broker telephonic notice that chargeable waiting time is about to commence or accrue so that Broker has an opportunity to intervene with the consignor/consignee in order to avert or minimize such charges for waiting time. Carrier shall not be entitled to any payment for waiting time which was caused due to an Act of God, the public enemy, the authority of law, strikes or act of the Carrier. Appointments for loading and unloading are to be made at no additional charge. Loads shall be held for delivery at no charge. Upon the request of the consignor and/or consignee of any shipment transported by Carrier pursuant to this Agreement for Carrier to load and/or unload any such shipment from Carrier's vehicle, Carrier shall provide such loading and/or unloading service, at its own, sole, expense, unless otherwise provided for in a rate confirmation sheet from Broker for a specific shipment.

(15) Carrier moving perishable goods: Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier warrants that they must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

(16) No Back-Solicitation. Carrier agrees that neither it, nor any of its employees or agents, shall solicit, directly or indirectly, any customers, customers' business, customers' freight, freight or business of Broker with whom or which it or they first came into contact with or become aware of as a result of any shipments tendered to Carrier by Broker pursuant to this Agreement. To the extent that Carrier was transporting freight for a customer of Broker's prior to the tender of that customer's freight to Carrier by Broker this prohibition shall apply only to specific business or lanes of traffic or freight movement which Carrier its employees or agents first came into contact with or become aware of as a result of any shipments tendered to Carrier by Broker pursuant to this Agreement. Carrier agrees that during the term of this Agreement and for a period of one (1) year, commencing with the termination of this Agreement, Carrier will not engage in any activity in any way involving or related to the Solicitation, or transportation as a consequence thereof, of freight, of any kind, such as identified in this paragraph, for or on behalf of or belonging to any entity or person, natural or otherwise, who was or is a customer of Broker, during the term of this Agreement, any extensions or renewals of this Agreement, or any predecessor agreement of like kind between the parties hereto. The term "Carrier" as used in this Paragraph shall include Carrier, any and all agents or employees of Carrier, and any party which Carrier may contract with to provide equipment for use in transporting freight. In the event that Carrier violates any provision of this Paragraph, then Carrier shall pay to Broker, not as penalty but as liquidated damages, a sum equal to three (3) times the gross revenues derived from any such transportation by Carrier, plus Broker's actual attorneys' fees.

(17) Confidentiality. All information furnished to Carrier by Broker in the course of performing its work

and/or rendering services pursuant to this Agreement, whether or not it is marked or specifically identified as "Proprietary" or "Confidential" shall be deemed to be business proprietary information of Broker and/of its customer(s). Carrier agrees not to disclose any such information, directly or indirectly to any third party nor to use such information other than in performance of work and/or rendering services pursuant to this Agreement and agrees not to use Broker's or Broker's customers' names for promotional or other purposes without prior written consent.

(18) **Notices.** Any notice, request, direction, instruction or other communication relating to the transactions contemplated by this Agreement shall be in writing, shall be sent and shall be deemed to have been given when sent postage prepaid by certified mail, return receipt requested or by premium private courier or delivery service to the addresses recited herein above, or in such other manner or to such other address as shall have been designated, in compliance with this paragraph, by the party to which such notice, request, direction, instruction or other communication is to be given.

(19) **Communications.** Carrier and Broker intend and hereby agree to use the entire variety of communications and information transmission means available, whether available presently or in the future, to communicate agreements, modifications, rates, instructions, equipment and load location, and any other information helpful or necessary to carry out the intentions of the Parties herein. Such communications and information transmission presently includes telephone, telecopier, software, e-mail, internet, electronic funds transfer, satellite, and information received from third parties (including affiliates of Broker, outside billing companies and freight payment entities), but this is not intended to be limiting the manner of future communications as they develop.

(20) **Binding Effect/Assignment.** This Agreement shall extend to and be binding upon the heirs, executors, successors, or assigns of Broker and Carrier. Neither party may assign its rights or obligations hereunder. This Contract shall not be rendered unenforceable by virtue of any failure or alleged failure to comply with the provisions of any statute or regulation applicable to transportation contracts, and the parties expressly waive any right that they might otherwise have to challenge the validity of this contract on such grounds, which waiver shall be binding on their respective assigns, heirs, or successors in interest.

(21) **Counterparts.** This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

(22) **Governing Law – Venue.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois. Any legal action arising under or pursuant to this Agreement shall be brought and maintained only in courts located in Cook County, Illinois.

(23) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understanding, either oral or written. Broker may, from time to time modify or amend the terms or conditions of this Agreement by means of a written amendment which it shall promptly mail or otherwise transmit to Carrier. Said modification or amendment shall become effective three (3) days after transmission by Broker. Carrier's continued acceptance of freight tendered by Broker or Broker's customers thereafter shall constitute acceptance by Carrier of such modification or amendment to this Agreement. Amendments or modification to this Agreement shall be in writing and, except as otherwise provided for in this paragraph, must be signed by a duly authorized representative of each party hereto. In the event that any portion of this Agreement is declared void or

unenforceable, then such provision shall be deemed severed from this agreement which shall otherwise remain in full force and effect.

(24) **Force Majeure.** The performance of either or both Parties hereto shall be excused and abated if such is prevented or substantially impeded by any Act of God, the public enemy, the authority of law, natural disaster or other like event, for the duration of such event. The party who is unable to perform because of such event shall give the other notice of same within 24 hours of the occurrence of such event or its performance hereunder will not be excused.

(25) **Enforcement/Attorneys' Fees.** In the event either party incurs attorney's fees, costs or expenses in enforcing any of the provisions of this Contract, or in exercising any right or remedy arising out of any breach of this Contract by the other party, the prevailing party shall be entitled to an award of attorney's fees, costs and expenses against the defaulting party.

(26) **Headings, Non-Waiver.** All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement. If either party fails to enforce, or waives the breach of any term or condition of this Agreement, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any other part of this Agreement, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to this Agreement.

(27) **Survival of Rights.** All rights and obligations arising under this Agreement shall survive termination of this Agreement.

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

Carrier

By _____
(Must be signed by an officer)

TITLE _____

DYE STAR, INC.
Broker

By _____

TITLE _____

APPENDIX A CONTRACT CARRIER AGREEMENT ADDENDUM

The rates and charges to be assessed for transportation performed pursuant to this Contract Carrier Agreement unless changed for a specific shipment(s) as provided in paragraph five of the Contract Carrier Agreement shall be as follows:

The rates and charges listed below shall be applicable on interstate and foreign shipments on freight of all kinds except household goods between points in the United States (except Alaska & Hawaii).

- 1) The rate shall be computed on the basis of \$.80 per load mile
- 2) The rate shall include a single pickup and single delivery
- 3) Additional pickups and/or deliveries shall be charged at \$25 per each additional stop.

***NOTE, the above charges shall only apply in the event that a Rate Confirmation Sheet has not been executed by the parties with respect to a specific shipment.**

APPENDIX B Rate Confirmation Sheet