

**BROKER SETUP**

**Stover Transportation, Inc**  
**DBA RJS Express**  
**3710 Lacon Rd**  
**Hilliard, OH 43026**

<b>Credit Data Information</b>	
State of Incorporation: Ohio	Broker Effective Date: 06/20/06
Duns Acct # 140187647	Incorporated Date: 1996
Federal Tax ID # 31-1574248	SCAC Code: STVE
Broker License # MC-553913-B	Broker DOT# 02235979
<b>Invoicing and Payment Info</b>	
<b><u>Remit to Address:</u></b> <b>Send ORIGINAL BOL/PODs and Invoice to:</b>  STOVER TRANSPORTATION Attn: Accounts Payable PO BOX 1328 HILLIARD, OH 43026	<b><u>Remit to Address if using FEDEX / UPS:</u></b>  STOVER TRANSPORTATION 3710 Lacon Rd. Hilliard, OH 43026
<b><u>Key Phone Numbers:</u></b> Dispatch Phone Toll Free: 866-659-4400 Phone: 614-777-4184 Dispatch Fax: 614-777-4363 After Hours Phone: 614-507-9951 Email: <a href="mailto:dispatch@stovertransportation.com">dispatch@stovertransportation.com</a>	<b><u>Key Contacts:</u></b> <b>Ray Stover:</b> President/Owner  <b>Rynda Stover:</b> Secretary/Treasurer  <b>Dak Goodman:</b> Office Manager/Maintenance Supervisor
<b>Email:</b> <a href="mailto:dispatch@stovertransportation.com">dispatch@stovertransportation.com</a>	
<b>Pay Terms</b>	
<b><u>30-45 Days after receipt of original bills.</u> No quick pay or Fuel advance options.</b>	
<b>Insurance Information</b>	
<b><u>Insurance Carrier:</u></b> <b>International Fidelity Insurance Company</b> US Home Office One Network Center 20 <sup>th</sup> Floor Newark, NJ 07102 P: 800-333-4167 Type: bmc-84 Surety Bond Limits: 75,000 per claim Policy # 0571052	<b><u>Insurance Agent:</u></b> <b>Community Insurance Group</b> Jamie Mecsher 2621 West Michigan St. Sidney, Ohio 45365 P: 937-492-0823 F: 937- 497-1234 Policy # F78825
<b><u>The Huntington National Bank</u></b> 3650 Fishinger Blvd. Hilliard, OH 43026 (614)-480-0071 Fax: (614)-480-0397	<b><u>FMCSA Broker Website Look-up:</u></b> <a href="http://li-public.fmcsa.dot.gov/LIVIEW/pkg_html.prc_limain">http://li-public.fmcsa.dot.gov/LIVIEW/pkg_html.prc_limain</a> Select "carrier Search" in the drop down menu and hit "go".

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Service Agreement REVISED August 13, 2014

This Broker / Carrier Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Stover Transportation DBA RJS Express hereinafter referred to as Broker and \_\_\_\_\_ hereinafter referred to as Carrier, a registered motor carrier, located at:

1. **BROKER'S OPERATING AUTHORITY** BROKER represents that it is a true and lawful broker with a valid license to arrange for the transportation of property under License Number- MC-553913-B.
2. **BOND:** BROKER shall maintain a surety bond/trust fund as agreed to in the amount of \$10,000.00 and on file with the Federal Motor Carrier Safety Administration in the form and amount not less than that required by that agency's regulations
3. **CARRIER'S OPERATING AUTHORITY:** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein as a contract carrier under permit number MC # - \_\_\_\_\_ and DOT # - \_\_\_\_\_. CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services.
4. Carrier will have a current copy of Workers Compensation under its own authority. Carrier will maintain current workers compensation under their own authority. Any comp claims will be executed using carriers own claims through their own workers compensation program. No claims will be submitted to broker even while under a load from a broker. **SIGN:**  
**PLEASE SIGN HERE (OWNERS ONLY) YOU HAVE YOUR OWN WORKERS COMPENSATION (PROVIDE A COPY OF CURRENT CERTIFICATE AND SEND BACK WITH YOUR PAKCET). YOU AGREE YOU WILL NOT HOLD RJS OR STOVER TRANSPORTATION INC LIABLE FOR ANY INJURIES AND CLAIMS.**
5. BROKER agrees to tender to the carrier for transportation shipments as it desires but the provision of the agreement shall not require BROKER to tender any shipment to CARRIER at all.
6. Any shipments tendered by BROKER to the CARRIER will be subject to acceptance for transportation by the carrier.
7. Shipments accepted for transportation by the CARRIER from the BROKER shall be transported for the compensation specified herein.
8. BROKER and CARRIER agree that Stover Transportation DBA RJS Express (BROKER) shall pay the CARRIER the rates agreed upon between the parties and incorporated in written rate confirmation or letter.
9. **RECEIPTS OF BILLS OF LADINGS:** BROKER agrees to compensate the CARRIER for transportation services performed within **45 days after receipt of the carrier's bills with original proof of deliveries for each stop which shall be presented by the carrier.** Each shipment hereunder shall be evidenced by a receipt in such form specified by the BROKER or alternatively by the Broker's customer; signed by CARRIER showing kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve CARRIER of its obligations and responsibilities with respect to any shipment made hereunder. Such receipt shall be evidence that shipment was received in good order and condition unless otherwise noted on the face of such receipt by CARRIER. Upon delivery of product delivered to the consignee of such shipment at the destination specified by BROKER CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt of contract shall be subject and subordinate to the terms, conditions and provisions of this agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading, manifest or other receipt.
10. **CARRIER'S OPERATIONS AND EMPLOYEES:** CARRIER shall, at its sole cost and expense furnish all equipment necessary or required for the performance of its obligations hereunder; pay all expenses related in any way with the use and operation of the equipment; maintain the equipment in good repair, mechanical condition, and appearance and utilize only competent, able and legally licensed personnel and shall perform the services hereunder as an independent contractor. CARRIER shall maintain its vehicles and drivers and stay in compliance at all times with DOT and federal, state and local regulatory agencies and **shall maintain a DOT safety rating of at least "satisfactory"**.
11. **BACK SOLICITATION:** CARRIER hereby agrees that shippers being introduced and /or serviced through BROKER'S business are a confidential business asset and agrees not to back solicit BROKER'S customers. If the carrier breaches this agreement and back-solicits the BROKER'S customers and obtains traffic or freight from such a customer then the broker is entitled for a period of 24 months after the involved traffic first begins to move to a commission from the carrier of 15% of the gross transportation revenue received on the movement (s) of traffic or freight. The CARRIER also agrees **not to RE-BROKER** assign or interline the shipments hereunder without prior written consent from BROKER. In the event CARRIER breaches this provision, BROKER has the right to dismiss any payment due to you, the CARRIER, and pay the delivering carrier. It is also understood if Carrier sub brokers a shipment the carrier remains fully responsible for any and all cargo damage or loss or delay of shipment.
12. **CONFIDENTIALITY:** CARRIER agrees that any and all financial information from customer, carrier and broker or otherwise anyone involved in the transportation of agreed freight shall be treated as confidential information and will not be disclosed or used for **any** reason without prior written consent. If the above paragraph is violated Carrier agrees that



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legal proceedings will take place and carrier can be held responsible for any and all incurred damages, financial or otherwise, as well as attorney's fees.

13. This BROKER CARRIER Service Agreement may not be assigned by either party without the written consent of the other party.
14. **INSURANCE:** CARRIER shall furnish BROKER with certificate(s) of insurance prior to hauling a load and must maintain the following minimum limits at all times while under a BROKER load for RJS Express:
  - Auto Liability: \$1,000,000.00 – One Million Dollars**
  - General Liability: \$1,000,000.00 - One Million Dollars**
  - Cargo Damage/Loss: \$100,000.00 – One Hundred Thousand Dollars (some loads may require 250,000 limits and will be required at the time of the load acceptance).**
  - Workers Compensation: is required by law.**The insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. **MUST SEND A CURRENT COPY OF YOUR WORKERS COMPENSATION CERTIFICATE!**
15. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from shipper or any responsible third party on receipt of payment from BROKER.
16. **SEVERENCE SURVIVAL:** In the event any of the terms of this agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written.
17. **FAX, PHONE & EMAIL CONSENT:** The parties of this agreement acknowledge and authorize communication involving freight shipments, rates, quotes, new business and lanes, equipment, promotions, new services, etc to be addressed thru fax, phone, direct mail or email.
18. **TERM:** The term of this agreement shall be for one (1) year and shall automatically renew each year provided this agreement may be terminated at any time by giving a seven (7) day prior written notice. Each executed copy of this agreement shall take effect as an original document as of the date above written regardless of the actual date of signing.
19. **CARRIER'S RESPONSIBILITIES OF LOSS DAMAGE CLAIMS:** CARRIER shall comply with rule 49 C.F.R of subpart 370.1 and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, US Department of Transportation, or any applicable State regulatory agency for processing of all loss and damage claims and salvage.

CARRIER'S liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 U.S.C. subpart 14706; and special damages will follow the CARRIER Indemnification liability (P1.H) for freight loss and damage claims under the sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER and which shall NOT be limited by any liability of CARRIER under sub part (ii) above.

CARRIER'S, regardless of level of insurance coverage remain liable for the full amount of any loss, damage or theft.

BROKERS have the full legal right to withhold any claims in the form of a deduction from CARRIER'S settlement.

Per sub part 370.7 Investigation of Claims, prompt investigation is required by Broker and on behalf of the Carrier in a manner described herein and by the FMCSA laws. A provable invoice from the Claimant must be received and documentation in the form of a signed and documented BOL must be obtained.

Per sub part 370.11 Processing of Salvage, whenever baggage, material, goods or other property transported, also known as freight, by a carrier, is damaged or alleged to be damaged and is, as consequence thereof refused, rejected, or undelivered upon arrival to the consignee, the CARRIER must make a formal call immediately to the BROKER to report the damage prior to leaving the dock. If freights bills are signed refused all items must be returned to the BROKER at the CARRIERS expense or further instructions from BROKER shall be given at that time.

20. **INDEPENDENT CONTRACTOR:** It is understood and agreed the relationship Between BROKER and CARRIER is solely that of independent contractor and not as an agent, joint venture, owner-operator, or employee and that no employer/employee relationship exists or is intended. BROKER has no control of any kind over CARRIER including but not limited to routing, drivers, expenses, equipment, load securement, and nothing contained herein shall be construed to be inconsistent with the provision.
21. **NON EXCLUSIVE AGREEMENT:** CARRIER and BROKER acknowledge and agree 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.
22. **CARRIER'S OPTION TO ASSIGN IT'S ACCTS. RECEIVABLES:** CARRIER may Assign its accounts receivables under this agreement to a third party in order to do so however, CARRIER MUST: notify STOVER TRANSPORTATION DBA RJS EXPRESS in writing a minimum of 30 days in advance of any change. Notice of any such assignment by CARRIER must include a self addressed stamped return acknowledgement for STOVER

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**Service Contract continued**

TRANSPORTATION DBA RJS EXPRESS to execute and return. Notices can also be called in to 614-777-4184, faxed to 614-777-4363 or mailed to PO Box 1328 Hilliard, OH 43026. If a 3<sup>rd</sup> party factoring company is being used, all negotiations of any and all payments must be made by them and between them (the factoring company) and Stover Transportation. **Original BOL's must be sent to be paid.**

CARRIER agrees that any changes in CARRIER'S direction for payment or notice of assignment sent to BROKER is inactive until all updates have been processed accurately. CARRIER further agrees any payments inadvertently made by the BROKER in accordance with earlier payment directions shall constitute full satisfaction of BROKER'S payment obligation under this agreement. CARRIER further agrees that in such event it is the responsibility of the CARRIER to forward or cause to be forwarded the payment to the correct party. CARRIER shall indemnify defend and hold harmless STOVER TRANSPORTATION DBA RJS EXPRESS from all liability, loss, damages, claims, suits or expenses including without limitation reasonable attorney fees caused by the or arising from any failure on the part of CARRIER or any assignee to comply with the terms of this section.

- 23. CHARGE-BACKS AND SET-OFFS: Broker may invoice carrier using standard invoicing procedures for items Carrier is responsible for to include: A Overcharges, B. Cargo Claims, D. Delays, E. Injuries, F. Miss-delivered, G. failure to meet an appointment time, H. Storage Expenses, I. negligence that caused any harm to the freight, warehouses, employees, or others while under a broker load. The charges will be deducted from the gross pay of a delivered load and any additional monies owed to Broker will be paid by carrier within 30 days. If not paid, it will be filed with claims courts and collections.

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

**"BROKER"**

Stover Transportation, INC D/B/A RJS Express

\_\_\_\_\_ Ray Stover \_\_\_\_\_ Owner \_\_\_\_\_

Representative Signature

3710 Lacon Rd  
PO Box 1328  
Hilliard, OH 43026  
Fax-614-777-4363  
Phone- 614-777-4184

**"CARRIER"**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative Signature **OWNERS ONLY**

\_\_\_\_\_  
Representative Printed Name and Title

\_\_\_\_\_  
Office Phone #

\_\_\_\_\_  
EMAIL

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