

Send completed packet to [Setup@volofreight.com](mailto:Setup@volofreight.com)  
or fax to (801) 770-2046

The following information is needed in order for us to set your company up as an approved carrier for VOLO FREIGHT BROKERS, LLC. Thank you for your cooperation.

- Insurance certificate with Volo Freight Brokers listed as certificate holder.
  - Operating Authority
  - IRS Form W-9
  - Contract Carrier Agreement signed and returned
- 

**Volo Freight Brokers, LLC**  
**PO Box 871**  
**Salt Lake City, UT 84110**  
**MC# 219143**

Duns# 079414641  
US DOT# 2214509

SCAC: VFBL  
EIN# 46-5026035

Phone: 801.410.4922 | Fax: 801.770.2046 | [info@volofreight.com](mailto:info@volofreight.com) | [www.volofreight.com](http://www.volofreight.com)

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### Invoicing Procedure

**Remit all invoices to:**

PO Box 871, Salt Lake City UT 84110

*-or for quicker delivery-*

[docs@volofreight.com](mailto:docs@volofreight.com) or fax to 801.770.2046

**Required Documentation**

1. Carrier Invoice
2. Signed BOL/POD
3. Signed rate confirmation
4. Any accessorial receipts

Initials:

**Carrier Profile Page**

Carrier Name	
Mailing Address	
City, State, Zip	
Primary Contact Name	
Email Address	
Phone Number	
Fax Number	
Tax ID#	
MC# & DOT#	
Do you Factor? If Yes, List Factoring Company, Mailing Address, and Contact Info	
Number of Trucks	
Type Of Equipment	Reefer      Van      Flat      Step Deck      Cali Compliant
Primary Lanes	

Initials:

**PAYMENT TERMS**

\_\_\_\_\_ **1 business-day:** Quick pay for a **5%** deduction of total invoice by Gray EFS check only.

\_\_\_\_\_ **3 business-day:** Quick pay for a **2%** deduction of total invoice by check or ACH. If ACH is requested, please provide voided company check.

\_\_\_\_\_ **30 Days:** Check will be mailed within 30 days of Volo Freight Brokers receiving paperwork.

**\*\*If no payment terms are selected, your terms will default to 30 days. Pay term starts when Volo Freight Brokers receives all required documents.** Quick pay will not be guaranteed if there are any problems with the load overages, shortages, late delivery, temperature issues, etc.

I hereby agree that all future invoices will be paid to the undersigned via the above method. The undersigned agrees to accept these payments as payment in full and not return to Volo Freight Brokers to recover the above fees and deductions.

Company Name: \_\_\_\_\_ MC#: \_\_\_\_\_

I hereby acknowledge that I am authorized to sign company documents for the above names company.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Initials:

**Advance Authorization**

Advances are available only after freight has been loaded **(50% of load or \$2,000 maximum)**. You are indicating that advances may be given to any person representing your company (owners, carriers, drivers, dispatchers, etc). Volo Freight Brokers will not be responsible for unauthorized persons obtaining advances on behalf of your company. Volo Freight Brokers must be notified separately in writing if you wish to cancel advances. There is a \$25 fee for each advance issued.

I hereby have read, understand, and agree to the above listed terms and acknowledge that I am authorized to sign company documents for the below company.

Company Name: \_\_\_\_\_ MC#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Initials:

## BROKER/CARRIER AGREEMENT

THIS AGREEMENT (“Agreement”), is made and intended to be effective (date) \_\_\_\_\_, by and between Volo Freight Brokers, LLC a Utah Limited Liability Company whose main office is located in Salt Lake City, UT (“BROKER”) and \_\_\_\_\_, whose main office is located at \_\_\_\_\_, (“CARRIER”)(collectively the “Parties,” or individually as “Party”).

### RECITALS

WHEREAS, BROKER is licensed by the Federal Motor Carrier Safety Administration in Docket No. MC-219143B to engage in operations, in interstate or foreign commerce, as a broker as defined in 49 U.S.C.A § 13102, arranging for transportation of freight (except household goods), and as a broker arranges transportation services for various consignors, consignees, motor carriers and/or other third parties (hereinafter individually or collectively CUSTOMER(S)); WHEREAS, CARRIER holds motor carrier operating authority from the Federal Motor Carrier Safety Administration (FMCSA) in Certificate Number MC-\_\_\_\_\_ and, or, permit/Certificate No. DOT-\_\_\_\_\_ to engage in transportation as a for-hire carrier of property (except household goods) under contracts with shippers and receivers and/or brokers of general commodities, and shall transport said property under its own operating authority and subject to the terms of this Agreement, and makes the representations herein for the purpose of inducing BROKER to enter into this agreement; WHEREAS, BROKER, to satisfy some of the freight transportation needs of its CUSTOMERS, desires to use the services of CARRIER on a non-exclusive basis. NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

### AGREEMENT

1. **TERM.** The term of this Agreement shall be one (1) year, commencing on the Effective Date. This Agreement shall automatically renew for successive one year periods. Either Party may terminate this Agreement on 30 days prior written notice, to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. **CARRIER’S COVENANTS.** In performing transportation services described in this Agreement, CARRIER agrees that it shall, at all times and at its own expense, provide and maintain:

- a) Driver(s) with enough available hours of service to pick up and deliver the tendered load(s) within time frame(s) requested by BROKER and/or its CUSTOMER(s) without violating the FMCSA hours of service regulations set forth in 49 C.F.R. §395;
- b) Compliance at all times with all applicable federal, state and local laws relating to the provision of its services including, but not limited to, transportation of Hazardous Materials, as defined in 49 C.F.R. §§172.800, 173 and 397*et seq.* CARRIER shall strictly adhere to all regulations including, but not limited to, security, owner/operator lease, loading and securing of freight, implementation and maintenance of driver safety programs including, but not limited to, hiring, controlled substances, and hours of service requirements, sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualifying, licensing and training of drivers, implementation and maintenance of equipment safety regulations, environmental or emissions programs in areas in which CARRIER operates including, but not limited to, California Transport Refrigeration Unit (TRU) and Airborne Toxic Control Measure (ATCM), maintenance and exclusive control of the means and method of transportation including, but not limited to, performance of its drivers and all applicable insurance laws and regulations. CARRIER certifies that any TRU equipment furnished will be in compliance with the in-use requirements of all of California’s TRU regulations. CARRIER will be responsible for any and all fines assessed against any party, including BROKER for CARRIER’s failure to adhere, in whole or in part, to any ARB/ACTM regulation.
- c) CARRIER bears the ultimate and exclusive responsibility to manage, govern, discipline, direct and control its employees, agents, contractors, owner/operators, and equipment in compliance with any and all applicable federal, state and local legal and regulatory requirements. CARRIER and BROKER agree that the safe, legal and proper operation of the CARRIER and its drivers shall supersede any requests, demands, preferences, instructions, or information provided by BROKER or BROKER’S CUSTOMERS with respect to any shipment.
- d) CARRIER shall notify BROKER immediately if its Operating Authority is revoked, suspended, downgraded, negatively affected or rendered inactive for any reason, and/or if CARRIER or any related entity is sold, rights or interests assigned, if there is a change in control of ownership, and/or any insurance required by this Agreement is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. If CARRIER performs any services without proper authority it shall defend, indemnify and hold BROKER, BROKER’S CUSTOMERS and related parties harmless under the terms of Section 10 of this Agreement.
- e) CARRIER authorizes BROKER to invoice CARRIER’s freight charges to shippers, consignees, or third-parties responsible for payment.

Initials:

3. **BROKER'S COVENANTS.** BROKER warrants that it has authority to tender its CUSTOMERS' freight for transportation under this Agreement.

4. **COMPENSATION.** CARRIER agrees to transport freight for BROKER, under the terms of its carrier authority, at a rate mutually agreed upon in writing, by fax, or by electronic means, contained in BROKER's Rate/Load Confirmation Sheet(s), which shall be incorporated into this Agreement. Additionally:

- a) Any agreed upon rates, including verbal agreements, shall be deemed confirmed in writing. Receipt of an invoice from CARRIER identifying the agreed upon is sufficient. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, including but not limited to, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed upon in writing signed by both Parties.
- b) As a condition to payment, CARRIER shall submit invoices, clean bills of lading and signed loading or delivery receipts for all transportation services provided this Agreement. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's invoices and that, under no circumstance, will CARRIER contact and/or seek payment from the shipper, consignee, BROKER's CUSTOMER or any other party responsible for payment to BROKER. CARRIER waives any right to collect from BROKER's CUSTOMER, consignor or consignee if the broker has been paid.
- c) BROKER and CARRIER shall use commercially reasonable efforts to verify the accuracy of all freight charge billings tendered by BROKER to CUSTOMERS for the services performed by CARRIER under this Agreement. BROKER shall have the right to audit, from time to time, CARRIER's freight charges and CARRIER shall fully cooperate with any audit. BROKER is not required to disclose its commission or brokerage revenue, and CARRIER waives its right to receive, audit, and/or review information and documents as set forth in 49 C.F.R. §371.3.
- d) Except in the case of *force majeure*, CARRIER is responsible for any and all additional costs incurred by BROKER when replacement and/or cover services are required arising out of CARRIER's failure to deliver freight as agreed. Economic hardship of any kind is not a *force majeure* event.
- e) CARRIER hereby expressly waives its right to any lien on any freight or other property of BROKER's CUSTOMERS.
- f) In any claim by CARRIER against BROKER relating to this Agreement, BROKER's liability shall be limited to the freight costs for the particular load as confirmed in writing or direct damages, but shall not include consequential or punitive damages.

5. **DOT SAFETY RATING.** CARRIER represents and warrants that it does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and shall notify BROKER in writing immediately if its safety rating is changed in any way, but specifically if it is changed to Unsatisfactory, "Conditional," "Unfit," or "Marginal." CARRIER shall be responsible for any and all liability and damages asserted against or imposed on BROKER arising out of violation of this paragraph including but not limited to, attorneys' fees, expert costs, and all other related costs.

6. **INSURANCE.** At all times during the term of this Agreement, CARRIER shall obtain and maintain in effect the following types and amounts of insurance coverage from reliable insurance companies having an AM Best rating of A-VII or better.

All such insurance shall be written and be required to respond and pay prior to any other available coverage: Automobile ("Auto") liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000; \$5,000,000 if transporting hazardous materials including coverage for environmental damages and remediation arising out of the release or discharge of hazardous substances; cargo damage/loss \$100,000; workers' compensation with limits required by applicable state law. It is the sole responsibility of CARRIER to ensure compliance with the above limits at all times throughout the duration of this Agreement. Additionally:

- a) Except as specified above, all insurance policies shall comply with the minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory federal and/or state agency. Insurance certificates furnished by CARRIER to BROKER are an affirmative representation by CARRIER that CARRIER complies with the insurance requirements set forth in this Agreement and all applicable laws and regulations. Nothing in this Agreement shall be construed to limit liability of the CARRIER to the insurance limits set forth above, nor shall any exclusion, declaration, or deductible amount in any insurance policy absolve CARRIER from financial liability for any loss or damage. It is CARRIER's sole responsibility to abide by the terms and conditions of its insurance policies.
- b) CARRIER shall furnish BROKER with a certificate of insurance, in a form satisfactory to BROKER, to prove that each coverage specified in this section is in effect and properly maintained and that neither BROKER nor its CUSTOMERS are obligated to pay premiums for any such insurance. Each certificate of insurance shall name BROKER as certificate holder, additional insured and loss payee. In addition, when available, CARRIER shall obtain an automatic additional insured endorsement which shall apply to BROKER. CARRIER must provide BROKER with at least 30 days advance notice prior to cancellation, change or non-renewal. Failure to abide by the terms of this Paragraph is a material breach of this Agreement.
- c) CARRIER shall pay all deductible amounts under any applicable insurance policies. Upon request by BROKER, CARRIER shall provide a complete copy of all applicable policies along with any exclusions, exemptions, or riders that are not depicted in the governing certificate of insurance. In addition, by signing this Agreement, CARRIER expressly grants BROKER the authority to obtain an actual copy of the policies in effect at the time of any loss directly from CARRIER's insurance company(ies), and further authorizes its insurance company or companies to release to BROKER any and all of CARRIER's insurance policies requested by BROKER. In the event any issues arise with respect to CARRIER's insurance company(ies), CARRIER agrees to cooperate to the fullest extent possible with BROKER to obtain such information or facilitate communication. CARRIER grants BROKER the equal right to contact and communicate directly with its insurance company.
- d) CARRIER must utilize vehicles that carry the above specified limits, and that are licensed, identified, and insured under CARRIER's own name and insurance policies. CARRIER is fully liable for any loss or damage not covered by insurance, and agrees to indemnify and hold harmless BROKER and BROKER's CUSTOMERS from and against any such loss or damage regardless of the vehicle used on any shipment tendered by BROKER.

7. **HAZMAT.** If BROKER requests CARRIER to transport any shipment required to be placarded under the Department of Transportation (DOT) rules for hazardous materials, the additional provisions in Appendix A, including additional insurance requirements, shall also apply for each and every such shipment.

8. **CARGO LIABILITY AND CLAIMS.** CARRIER shall issue a bill of lading, listing itself as the motor carrier, in compliance with 49 U.S.C. § 80101 *et seq.*, 49 C.F.R. § 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed upon in writing, CARRIER is fully responsible and liable for the freight once it takes/receives possession of it, and the trailer(s) is loaded, even partially, regardless of whether a bill of lading has been issued, signed, and/or delivered to CARRIER. CARRIER's responsibility/liability shall continue until proper and timely delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt evidencing a proper delivery. Additionally:

- a) Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. CARRIER's failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo shall not affect liability of CARRIER. Under no circumstances shall CARRIER execute a bill of lading or any other document which represents or holds out BROKER as the party responsible for the transportation or delivery of freight.
- b) If a consignee refuses a shipment, or CARRIER is unable to deliver it for any reason, CARRIER's liability as a warehouseman shall not begin until CARRIER has provided 24 hour prior written notification of request for directions, and if no other directions are received, either has placed the shipment in a BROKER approved public warehouse, or in CARRIER's terminal or storage facility under reasonable security.
- c) CARRIER shall comply with 49 C.F.R. §370.1 *et seq.* any amendments, applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, and/or any applicable state regulatory requirements relating to processing freight loss and damage claims and salvage. In the

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event goods are compromised or otherwise amaged, BROKER or its CUSTOMER, in its sole discretion, may determine whether the goods are salvaged, and if salvageable, the value of the salvageable goods.

- d) Except as otherwise provided in this Agreement, all liability standards, time limitations and burdens of proof regardless of whether the CARRIER has common or contract authority shall be governed by common law applicable to common carriers and by 49 U.S.C. §14706 (Carmack Amendment). Further, CARRIER agrees to accept notice of a claim in the form issued by BROKER, including electronic or facsimile transmission.
- e) Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall acknowledge a claim within 30 days of receipt, and pay, decline or make a settlement offer in writing on all cargo loss or damage claims within 60 days from the receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed an admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. Notwithstanding any other provision in this section, BROKER reserves the right to offset any claim(s) with pending invoices.

**9. INDEPENDENT CONTRACTORS.** The relationship between BROKER and CARRIER shall, at all times, be that of independent contractors. Additionally:

- a) No term of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties.
- b) CARRIER and any of its approved carriers or agents shall employ, pay, supervise, direct, discipline, discharge and assume full responsibility and control over all persons required for the performance of CARRIER's duties under this Agreement. BROKER has no right to discipline or direct the performance of any driver/and or employee, contractor, subcontractor, or agent of CARRIER. Under no circumstances shall CARRIER or any of its approved carriers, agents or employees deemed to be or hold themselves out as employees of BROKER or BROKER'S CUSTOMER.
- c) CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, or information from BROKER or BROKER'S CUSTOMER(s) with respect to any shipment at any time.
- d) CARRIER agrees that a shipper, consignor, or consignee's insertion of BROKER's name as the carrier on a bill of lading is without authorization and in error and shall be for the shipper, consignor, or consignee's convenience only and shall not change BROKER's status or liability as a property broker only nor CARRIER's status as a motor carrier.
- e) CARRIER agrees that any driving directions or routing instructions to or from a CUSTOMER's location given by BROKER are for informational purposes only. It is CARRIER's sole responsibility to insure the directions are appropriate with regard to equipment, route, and safe operation of the vehicle(s).
- f) CARRIER assumes and is fully and exclusively responsible and liable for, among others, the payment of the following items: any and all applicable federal, state, and local payroll taxes, taxes for unemployment insurance, pensions, workers' compensation, social security, with respect to each and every persons engaged in the performance of its transportation services. BROKER is not liable for any obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.
- g) BROKER reserves the right to track any or all shipments with or without CARRIER's knowledge.

**10. INDEMNIFICATION.** CARRIER agrees to defend, indemnify, and hold BROKER and its CUSTOMERS harmless from and against any and all claims or liability including but not limited to claims for Workers Compensation, arising out of CARRIER's performance or failure to perform under this Agreement, including, but not limited to cargo loss and damage, theft, delay, damage to property, and bodily injury and/or death.

**11. BROKER'S ACCOUNTS.** CARRIER agrees to treat all BROKER'S CUSTOMERS as BROKER's accounts during the term of this Agreement. If this Agreement is terminated for any reason, CARRIER shall not solicit freight or provide transportation services to any of BROKER'S CUSTOMERS, shippers, consignors, or consignees for a period of 12 months after the termination date of this Agreement. If CARRIER solicits freight or provides transportation services to any of BROKER'S CUSTOMERS in violation of this Paragraph, in addition to any other remedies available under the law, including punitive damages, CARRIER shall also be liable to BROKER for all costs and expenses incurred in enforcing this Paragraph including, but not limited to, court costs and attorneys' fees.

**12. CO-BROKERING.** CARRIER is prohibited from brokering, re-brokering, co-brokering, subcontracting, transferring, trip leasing, assigning or interlining the transportation of shipments to any other person or entity conducting business under an operating authority different from CARRIER's authority without advance written authorization of BROKER. Violation of this policy shall be grounds for immediate termination of this Agreement. If BROKER becomes aware of such prohibited activity by CARRIER prior to payment of any compensation otherwise due CARRIER, BROKER shall withhold payment to CARRIER and shall instead pay appropriate compensation to the carrier who actually transported the shipment. Any subcontracting or brokering of any shipment by CARRIER to any third party shall be deemed an assignment of the right to be compensated for that shipment to the third party. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. CARRIER will be liable for any and all losses or damages (including reasonable attorney's fees and costs) for violation of this paragraph.

**13. WAIVER AND DISCHARGE.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right of either Party to enforce such provision in the future or in any way to affect the validity of this Agreement or any part hereof; and this Agreement is for specified services pursuant to 49 U.S.C. § 14101(b). To the extent that terms and conditions in this Agreement are inconsistent with Part (b), Subtitle IV of Title 49 U.S.C. (ICC Termination Act of 1995)(the "Act"), the Parties expressly waive any or all rights and remedies they may have under the Act.

**14. NOTICES.** All notices required or permitted under this Agreement shall be in writing, signed by or on behalf of the Party giving the notice, and sent to the other Party at its main office listed above via certified U.S. Mail, overnight courier with delivery receipt or facsimile with machine printed proof of delivery.

**15. GOVERNING LAW.** Unless expressly preempted or controlled by Federal transportation laws and regulations, this

Agreement shall be governed by and construed in accordance with the laws of the State of Utah. CARRIER and BROKER further agree that the exclusive jurisdiction and venue for any lawsuit necessary to resolve a dispute arising out of this Agreement shall be in state court in Salt Lake County, Utah. Prevailing party shall be entitled to all reasonable expenses, attorneys' fees and costs (including court costs).

**16. ENTIRE AGREEMENT.** This Agreement and its Appendices constitute the entire agreement between the Parties. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and no extrinsic evidence may be introduced to reform or change this Agreement in any judicial or equitable proceeding arising out of this Agreement. Any changes to this Agreement must be in writing executed by both parties.

**17. INVALIDITY OF PROVISIONS.** If a court of competent jurisdiction declares any provision of this Agreement invalid, such decision shall not affect the validity of any remaining provisions, and all remaining provisions of this Agreement shall remain in full force and effect.

**18. ASSIGNMENT AND DELEGATION.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties provided, however, that no assignment of rights and no delegation of duties under this Agreement shall be effective without the prior written consent of the other Party. BROKER may, at any time, transfer this Agreement, together with its rights and duties to any parent corporation or wholly owned subsidiary of its parent corporation, without permission of CARRIER.

**19. FACTORING.** Carrier shall provide BROKER written notice of any assignment, factoring, or other transfer of its right to receive payment arising under this Agreement at least thirty (30) days prior to such assignment, factoring, or other transfer that may affect BROKER's payment obligations (BROKER is not obligated to honor any factoring, assignment, amendment or any other transfer of CARRIER's right to receive any payments unless such notice is proper and timely received). At minimum, each written notice shall include the name and address of the factoring company, assignee/transferee, date, date assignment is to begin, and the terms of the assignment. Notice is

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considered delivered upon receipt of written notice by BROKER. BROKER shall have the right to ask for and CARRIER shall be obligated to furnish any further documentation BROKER requires in order to satisfy itself as to the authenticity and payment requirements of the factoring arrangement(s). BROKER's payment obligations shall not be subject to more than one factoring/assignment agreement at any one time. Any and all factoring agreements are taken subject to the terms of this Agreement regardless of when, or if BROKER receives a notice of assignment. CARRIER shall indemnify, defend and hold BROKER and its CUSTOMER harmless from and against any and all lawsuits, claims, actions, damages (including reasonable attorneys' fees, costs, liabilities, and liens) arising or imposed on BROKER in connection with any factoring/assignment or transfer of any account or right. If CARRIER wants to terminate a factoring arrangement, a written release from the CARRIER and the factoring company in a form satisfactory to BROKER's counsel must be received by BROKER specifying the terms and date of release. CARRIER also releases and waives any and all right, claim or action against BROKER and its CUSTOMER for any amount due and owing under this Agreement where CARRIER has not complied with any one of the requirements of this section.

**20. ELECTRONIC AND FAX COMMUNICATIONS.** The disclaimer set out below applies to any and all electronic communication, as defined below, from BROKER:

- a) During the term of this Agreement, the parties anticipate that they will exchange materials and information in electronic form whether through websites, e-mail, or other electronic means (collectively "Electronic Communications") and via fax. By providing their fax numbers and signing this Agreement, each party consents to receiving communications via electronic means.
- b) Whereas BROKER has taken reasonable steps to ensure that all information contained in Electronic Communications is current and accurate, it cannot guarantee the accuracy or currency of the information.
- c) Use of Electronic Communications is entirely at the user's own risk. Under no circumstances will BROKER be liable for, and CARRIER hereby expressly waives and releases BROKER from, any liability for any loss or damage caused by computer viruses, Trojans, worms or similar programs.
- d) Electronic Communications may contain information that is confidential and subject to legal privilege. It is intended solely for the individual or entity to whom it is addressed and to others who have the authority to receive it and CARRIER may not under any circumstances disclose, copy, or distribute the information without BROKER's written consent.
- e) BROKER does not make any representation regarding any links and does not endorse the products and/or services that may be offered from or through any link. BROKER accepts no responsibility for the content or use of information contained in any link.
- f) Unless otherwise noted, Electronic Communications are subject to intellectual property rights of BROKER. Use of the content in web pages, electronic or written publications or any other media and/or words, phrases, names, designs or logos that are BROKER's trademarks are expressly prohibited without the express written permission of BROKER.
- g) BROKER disclaims all implied warranties, including but not limited to, warranties of compatibility, security and accuracy, and BROKER will not be liable for any special, indirect, consequential or punitive damages of any kind arising out of the use of Electronic Communications by CARRIER.
- h) All information contained in Electronic Communications pertaining to products and services and their terms and conditions, is subject to change without notice.
- i) By providing any email address, CARRIER is expressly opting-in to BROKER's promotional email distribution list. CARRIER can opt-out at any time by contacting BROKER via telephone, email, or mail.

**21. CONFIDENTIALITY.** In addition to confidential information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, amounts of freight charges paid, freight volume requirements, as well as personal customer information, customer shipping or other logistic requirements shared or learned between the Parties and their customers shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent. If confidentiality is breached, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy available, to an injunction restraining the violating Party from further violation of this Agreement. **If BROKER prevails, BROKER shall be entitled to recover all costs and expenses incurred, including but not limited to reasonable attorney's fees.**

## CARRIER DUTIES

**22. GENERAL CARRIER DUTIES.** CARRIER agrees as follows:

1. Drivers shall check call every day between 9:00 a.m. and 12:00 noon. Eastern Standard Time giving their current location and load temperature, if applicable.
2. CARRIER shall call BROKER immediately to report any problems.
3. Failure to report any overage, shortage, or damage at loading or delivery may result in damages assessed against CARRIER.
4. CARRIER is responsible for any damage or loss to the product, shipment or its packaging, and any and all shortages.
5. If any unloading payment is agreed upon, CARRIER must supply unloading receipt with lumper's full name, address, and contact information accompanied by the BROKER's authorization number assigned to this particular load. Unless CARRIER provides this information within 48 hours of delivery it will not be reimbursed for unloading costs.
6. For all pallet exchange loads, the number of pallets in and out must be clearly notated on the original Bill of Lading.
7. All loads tendered to CARRIER require exclusive use of trailer space unless otherwise specified in writing. Any costs incurred by BROKER due to CARRIER loading any unauthorized freight may be charged back to CARRIER.
8. Any costs incurred by BROKER due to CARRIER being late for pick-up or delivery appointments may be charged to CARRIER.
9. Any product which must be disposed of must have prior written consent from BROKER before being disposed of by any party. If the load is disposed of without prior written consent from BROKER, CARRIER is liable for the entire value of the load, plus any other associated damages. CARRIER is also required to remit to BROKER any funds received from salvage or insurance.
10. Before loading driver must have a sufficient number of load locks or other suitable cargo securing devices to secure the load.
11. Loads that are sealed at the shipping point are to remain sealed until an authorized person at the receiver breaks the seal. If the seal is broken by an unauthorized person, CARRIER shall be fully liable for the invoice amount to BROKER's CUSTOMER or cost of the product and any other expenses, whichever is greater.
12. CARRIER is required to provide a trailer that is in sound mechanical and structural condition, and is clean, dry, free of defects, and suitable in all manner to accept, load, and transport any shipment.
13. CARRIER shall not, unless expressly authorized to do so by BROKER, contact or communicate directly with BROKER'S CUSTOMER. This includes CARRIER's agents, representatives, heirs or assigns.

**23. CARRIER DUTIES FOR REFRIGERATED LOADS.** In order to fulfill shipper delivery and tracking requests, CARRIER agrees as follows: *(These duties are in addition to the General Carrier Duties listed above)*

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1. Prior to loading, CARRIER shall confirm that the reefer unit is working properly and pre-cool trailer to temperature specified on BROKER's rate confirmation sheet. The temperature on BROKER's rate confirmation will be in Fahrenheit unless otherwise specified in writing. CARRIER must strictly adhere to the temperature listed and shall make sure the temperature pulped for the product is reflected on the bill of lading.
2. Trailers hauling refrigerated loads are required to have an air chute for proper circulation. It is CARRIER's responsibility to make sure the chute is not damaged, obstructed or blocked in any way. It is CARRIER's sole responsibility to make sure sufficient space is provided for air circulation in front, rear, top, bottom, and between the load.
3. CARRIER shall check pulp temperature of the product to ensure that product has been pre-cooled prior to loading.
4. CARRIER shall not accept any product pulping more than 2 degrees above or below the specified temperature noted on BROKER rate confirmation. If the temperature on BROKER rate confirmation differs from that on the Bill of Lading, CARRIER shall call BROKER before signing the bills of lading or transporting the freight. If CARRIER loads or otherwise accepts freight contrary to the terms on BROKER rate confirmation or applicable bill of lading, CARRIER is liable for any and all loss or damage.
5. By signing Bill of Lading, CARRIER is confirming that the correct product and correct product count were received at the proper temperature. CARRIER is solely responsible for loss or damage incurred due to inaccurate product information on Bill of Lading. If a discrepancy as to count, condition, or temperature is encountered at the shipper, CARRIER shall notify BROKER immediately, and no change to loading information shall be made until confirmed in writing by BROKER.
6. CARRIER shall continuously maintain the temperature noted on BROKER's Rate Confirmation while transporting freight. CARRIER shall not, at any time set reefer on start/stop, cycle, or any other non-continuous temperature setting unless otherwise notified in writing by BROKER. CARRIER shall contact BROKER immediately in the event of any problems including, but not limited to, out-of-temperature condition, equipment malfunction, accident, or delay.

**24. FOOD SAFETY MODERNIZATION ACT (FSMA) – SANITARY TRANSPORTATION RULE.** Carrier acknowledges that transportation of foods and food related products requires a high degree of care in order to prevent possible adulteration, contamination and degradation of product quality, each of which could have a detrimental effect on Shipper's reputation in the marketplace and expose Shipper to potential product liability. Carrier represents, warrants and agrees that it will comply with and enforce, and will require its employees, agents, representatives, and contractors to comply with, the following requirements:

- a) CARRIER's equipment shall at all times be clean, dry, odor free, pest free and insect free and Carrier shall comply at all times with all applicable equipment cleanliness standards as well as personal hygiene and disease control requirements of Shipper as directed from time to time.
- b) CARRIER shall comply at all times with all applicable laws and regulations pertaining to transportation of food and food related products, including (but not limited to) the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301, et seq.), the Sanitary Transportation of Human and Animal Food regulations (21 C.F.R. 1.900, et seq.) promulgated under the Food Safety Modernization Act, 49 U.S.C. 5701, and all applicable state and municipal laws and regulations, as well as such procedures as Shipper may promulgate to maintain compliance with laws and regulations, including (but not limited to) Shipper's applicable transportation, operations, and distribution center policies as to which Carrier has been advised ("Shipper's Policies").
- c) All vehicles and transportation equipment ("Equipment") used in transportation operations will meet Shipper's Policies and are of suitable design and manufacture for maintenance, cleaning and use in transport of food (where applicable) including, to the extent applicable, temperature controlled food, and to prevent the food they transport from becoming unsafe or adulterated within the meaning of section 402(a)(1), (2), and (4) of the Federal Food, Drug, and Cosmetic Act. Carrier represents and warrants, as of the time of loading Equipment hereunder, that:
  - a. Equipment is maintained in such a sanitary condition as to prevent food from becoming unsafe during transportation operations, and
  - b. Equipment is stored in a manner that prevents it from harboring pests or becoming contaminated in any manner that could result in food for becoming unsafe during transportation operations.
- d) CARRIER has provided appropriate training to personnel engaged in transportation operations, including (but not limited to) awareness of potential food safety problems that may occur during food transportation, basic sanitary transportation practices to address those potential problems, and the responsibilities of Carrier. Carrier retains, for a period of at least twenty-four months, or so long as applicable regulations require, records of such training including identities of personnel trained and the dates of such training.
- e) CARRIER has implemented written procedures subject to the records requirements of 21 CFR §1.912(b) that:
  - a. Specify practices for cleaning, sanitizing if necessary, and inspecting vehicles and transportation equipment that the carrier provides for use in the transportation of food to maintain the vehicles and the transportation equipment in appropriate sanitary condition as required by 21 CFR §1.906(b);
  - b. Describe how it will comply with regulatory temperature control requirements; and
  - c. Describe how it will comply with regulatory requirements for the use of bulk vehicles.
- f) CARRIER retains, and will continue to retain, records required under 21 CFR §1.912 for a period of not less than twelve months or so long as applicable regulations require.

#### **CARRIER RESPONSIBILITIES**

- g) CARRIER is responsible for ensuring that transportation operations are carried out in compliance with regulatory requirements and that such compliance is monitored by competent supervisory personnel. Carrier (or its subcontractor) will verify such compliance upon loading of Equipment. Carrier is responsible for maintaining sanitary conditions during transport operations. Carrier agrees to conduct, and to cause its employees, agents and contractors to conduct, all transportation operations under such conditions and controls as are necessary to prevent the food from becoming unsafe during transportation operations including:
  - a. Complying with all of Shipper's applicable transport sanitation, temperature (including, where required, the pre-cooling phase), segregation, isolation and design specifications.
  - b. Taking effective measures, such as segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load and not use Equipment that has previously carried cargo that might render the goods unsafe or adulterated.
  - c. Taking effective measures such as segregation, isolation, or other protective measures, such as securing cargo, to protect food transported in bulk vehicles or food not completely enclosed by a container from contamination and cross-contact due to load shifting during transportation operations.
  - d. Assuring that all required temperature-control devices are working properly at all times during transport. Carrier shall, upon delivery, if requested, provide the operating temperature specified by Shipper and demonstrate that it has maintained temperature conditions during the transportation operation consistent with the operating temperature specified by Shipper. Carrier shall immediately report to Shipper and Broker any indication of a possible material failure of temperature control or other conditions that may potentially render the food unsafe during transportation. Carrier shall not interfere with any temperature monitoring device or mechanism required by Shipper.

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- e. Making note of any patent damage to goods or packaging upon receipt and any evidence of failure to comply with temperature requirements or other abuse that is evident without breaking packaging, e.g. missing temperature records or devices, out of temperature trailers or storage devices, sensory evidence (odor, leakage, etc.).
- f. Other Use of Trailers. Carrier shall not use any trailer or other vehicle that has been used to transport pesticides, fungicides, insecticides, refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, or any toxic, noxious, odiferous, or bio-hazard substances. Carrier will identify any cargo previously carried in, and describe the most recent cleaning of, any bulk carriage equipment.
- g. Shipper's Seals. On full truckload shipments that are loaded, counted and sealed by the Shipper, such seals shall not be broken or removed without authorization of Shipper and Broker, except when required by customs or other governmental agencies for the purposes of inspection and with appropriate re sealing which shall be recorded on the bill of lading or shipping document. Sealed truckload shipments delivered with unrecorded, missing or broken seals may be rejected by the consignee, in consignee's sole discretion, and such product may be destroyed or disposed without salvage as Shipper may, in its discretion, deem necessary for purposes of protecting customers and brand integrity.
- h. Food Security. Carrier further agrees and acknowledges that exposure of food and related products to possible contamination by foreign substances may render product worthless and/or unsuitable for its intended use. Any unexplained break in the chain of custody of goods tendered to Carrier for transportation may be rejected by the consignee, in consignee's sole discretion, and such product may be destroyed or disposed without salvage as Shipper may, in its discretion, deem necessary for purposes of protecting customers and brand integrity.
- i. Transfer of Product. On Full Truckload shipments, Carrier must inform Broker and obtain its prior express approval if and when, for any reason whatever, it becomes necessary to transfer product from one trailer to another.
- j. Inspection. Carrier shall comply with Shipper's requests to inspect any Equipment as provided in the applicable Appendix. If requested by Shipper, cleaning of Equipment shall be performed and paid for by Carrier.
- k. Transfer of Sanitary Handling Responsibility. Carrier is responsible for providing Food Safety Responsibility training of carrier personnel engaged in Transportation Operations to a standard of personal hygiene and disease control to insure sanitary handling of food. Responsibility for sanitary handling may not be transferred among shipper, loader, carrier, or receiver without written consent from Shipper.
- l. Record Keeping. Carrier must retain records of ,written agreements, written procedures, and training, including (but not limited to) all records and written agreements assigning tasks to persons subject to the Sanitary Transportation rule, for 12 months after expiration or replacement of this agreement. Carrier agrees to make such records available to Shipper and Broker upon request and to comply with record retention and other recordkeeping requirements.
- m. CARRIER shall provide suitable equipment for the transportation of temperature control for safety (TCS) foods when requested, and with such equipment manned by drivers properly trained to handle such TCS foods. For all TCS foods, Carrier shall ensure that temperature control units are properly operating and maintained at all times, that temperature settings are correct and in accordance with Shipper's requirements as set forth on the shipping order or bill of lading, and that required temperatures are maintained throughout shipping. If temperature requirements are not set forth on shipping documents, Carrier shall request instructions prior to transporting the shipment. It is understood and agreed that if Carrier accepts goods and does not determine the temperature of the goods prior to loading, or does not provide proper equipment, or fails to maintain and monitor temperature requirements enroute, Shipper or consignee may reject such load(s) as a total loss, and such product may be destroyed or disposed without salvage as either Shipper or the consignee may, in its discretion, deem necessary for purposes of protecting customers and brand integrity.

25. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts. Each counterpart when executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. CARRIER shall initial every page of this Agreement. If, however, CARRIER does not initial every page, CARRIER's completion of the first page of this Agreement and execution of the signature page and return of both to BROKER whether in hard copy form or as outlined in Paragraph 20, shall be evidence that CARRIER has agreed to all of the terms of the Agreement without change or modification.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the date first above written intending to be legally bound.

BROKER: Volo Freight Brokers, LLC

CARRIER: \_\_\_\_\_

Name: Chad Farnsworth

Name: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: