

NEW CARRIER DOCUMENT CHECK LIST

M2 Freight Brokers LLC welcomes your interest in becoming an approved carrier. We are confident that you will find M2 Freight Brokers a company that is dedicated to our contract carriers and we'll make it easy to do business with us. The attached packet includes information about our company along with various forms that you will need to fill out in order to become an approved contract carrier for M2 Freight Brokers.

**CARRIER
NAME**

Please provide the following documents. Failure to provide all of the required documents will forfeit your consideration as a Carrier for M2 Freight Brokers LLC.

<input type="checkbox"/>	Carrier Profile
<input type="checkbox"/>	Signed BROKER/CARRIER contract
<input type="checkbox"/>	W-9
<input type="checkbox"/>	MC Authority Document
<input type="checkbox"/>	Certificate of Insurance (Listing M2 Freight Brokers LLC as the certificate holder)

One (1) Million Auto Liability and \$100,000 Cargo Insurance is REQUIRED - NO EXCEPTIONS

**Please email your complete carrier packet to
dispatch@m2lvnv.com**

CARRIER PROFILE
(Complete all fields, use N/A where not applicable)

MC#:		US Dot#:		Fed ID#:		SCAC Code:		
Company name:								
Dbas:								
Physical address:								
City:		State:		ZIP:				
Phone:		Fax:						
Mailing address:		City, ST, ZIP:						
Dispatch contact:		Phone:		E-mail:				
Billing contact:		Phone:		E-mail:				
Claims contact:		Phone:		E-mail:				
After hours contact:		Phone:		E-mail:				
Number of trucks:				Number of trailers:				
Type of trailers:	V53:		R53:		FB:		Step deck:	
	Power only:		LTL:		Other:			
Can you drop trailers?		Do you do volume partials?		Do you run teams?				
Do you have Hazmat drivers?		Do you service Mexico?		Do you service Canada?				
How do you communicate with your trucks?	Satellite?		Cell?		Other?			
Factoring company (if any):								
Contact name:				Phone:				
E-mail:				Fax:				
Insurance company:								
Contact name:				Phone:				
E-mail:				Fax:				
What major traffic lanes do you service?								
What lanes do you need freight for?								
What other services can we provide you?								

BROKER/CARRIER CONTRACT

This Broker/Carrier Contract ("Contract") is made this _____ day of _____, 20 _____ between _____ ("Carrier") and **M2 Freight Brokers LLC** ("Broker"), operating under MC 850991. Broker and Carrier agree that this Contract shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder. NOW therefore, in consideration of the mutual covenants, conditions, and agreements set forth in this agreement, the parties agree as follows:

1. Time Period:

Broker agrees to offer Carrier to transport as a motor contract carrier, on a non-exclusive basis, shipments for carriage between points that the Carrier is authorized to serve. It is Carrier's responsibility to refuse any shipment that would violate any part of its authority. Contract shall be for one (1) year and will automatically renew unless terminated in writing with 30 days notice by either party. This agreement shall be deemed in effect upon receipt and signing by Broker of copy signed by Carrier. Broker may suspend or terminate this Contract immediately if Carrier has 4 or more CSA 2010 Alerts, a Conditional or Unsatisfactory Safety Rating, major service failures or double brokering history.

2. Carrier's Obligations:

- a. Services: Carrier shall accept said shipments and perform transportation services in a prompt, safe, efficient and timely manner, and in conformity with all federal, state, and local laws and regulations, including compliance with FMCSA regulations restricting the use of hand-held mobile telephones by drivers of commercial vehicles.
- b. Authorities and Licenses: Carrier warrants that it will provide transportation of shipments as a fully qualified motor carrier and that it holds all required federal and state licenses and operating authorities, will comply with all applicable insurance requirements, and will maintain at all times a satisfactory safety rating from the Department of Transportation ("DOT") or any other governmental agency issuing fitness ratings. If Carrier's safety rating declines at any time during this Contract's term, Carrier will immediately (within 24 hours) notify Broker. Carrier will comply with all applicable federal, state, and/or local laws, regulations or ordinances (including obtaining all needed permits and licenses), and any representations or contractual clauses required thereby will be incorporated by reference or by operation of law into this Contract. Additionally, Carrier warrants that it will use only properly licensed drivers to operate the necessary equipment. Carrier will attach copies of its operating authorities to this contract when signed and returned to Broker. Should any BOL list Broker as "Carrier", it is hereby agreed that such designation is entirely inadvertent, contrary to the express wishes of Broker and not in any way interpreted as changing the status of Broker as defined by pertinent statute under 49 U.S.C. §13102, Definitions (2), 49 C.F.R. §371.2(a), 49 U.S.C. §14101(a) and 49 U.S.C. §14501(c)(1), and shall not be interpreted as subjecting the Broker to the liability standards of a motor carrier as defined in federal, state and local regulations, laws, ordinances or statutes.

- c. Equipment: Carrier shall transport all accepted shipments on equipment owned or permanently leased to Carrier. No shipment may be sub-leased or rebrokered to another carrier. Equipment (tractors and trailers) shall meet all safety requirements and shall have all routine maintenance performed promptly according to manufacturer's specifications. No trailers will have been used to carry hazardous materials, garbage, refuse, or animal waste products.
- d. Independent Contractor: Carrier will perform its transportation services as an independent contractor and will not for any purpose be an agent for Broker. Carrier's employees and permanently leased operators will not be considered employees of Broker. Carrier is responsible for payment of all costs, expenses, wages, fines, taxes or other amounts normally associated with employees and permanently leased operators. This contract is non-exclusive and as such both parties may service other brokers and carriers.
- e. Billing: Broker will have the exclusive right to bill its customer for all appropriate charges. Carrier shall not invoice or honor or pay any other payment solicitation from Broker's customer.
- f. Time of the Essence: Carrier understands that TIME IS OF THE ESSENCE in the pick-up, transport and delivery of each and every shipment. Carrier will provide transportation with reasonable dispatch and use all reasonable efforts to meet all prearranged pickup and delivery times and will communicate in a timely manner any inability to meet such times.
- g. Shipment Documentation: Carrier shall be provided with a written confirmation sheet that shall contain, in summary form, the details of each offered shipment. Such details will include pertinent information for pickup, delivery and payment for services. Carrier shall fax or otherwise transmit to Broker a signed copy of the confirmation sheet signifying agreement with all terms of the shipment. Each shipment pursuant to this agreement shall be evidenced by a written Bill Of Lading ("BOL"). Carrier will sign BOL as the motor carrier which shall serve as prima facie evidence of the kind and quantity of property being shipped and verification of the condition of the shipment at time of pickup. Any discrepancies in count or condition of the shipment shall be noted on the face of the BOL and signed by shipper's representative and Carrier's driver. Carrier's responsibility for shipment shall cease upon obtaining consignee's signature upon delivery. Carrier shall notify Broker within 24 hours of any shortages, overages or damage to shipment. Payment to Carrier is dependent upon Broker's receipt of original, signed BOL and other shipping documents including but not limited to, packing lists, accessorial charges, lumber receipts or other reimbursable expenses. Any terms and conditions related to this shipment that appear on the BOL shall be subordinate to the terms of this agreement.
- h. Cargo Loss or Damage: Carrier shall have exclusive care, custody and control of cargo from the time Carrier's driver signs for the shipment until the consignee signs upon receipt. Carrier assumes complete liability for the full value of any loss, damages, expenses, or other liabilities related to the transportation of cargo under this agreement. In the event of a loss or damage to cargo, Carrier shall have no right of salvage or disposal without Broker and Broker's customer's written authorization. Carrier will promptly acknowledge receipt of all claims in writing within 30 days and process all claims and arrange payment within 90 days of the loss or damage event. Broker or Broker's customer shall have the right to (A) file a claim up to nine (9) months after the date of damage or loss and (b) bring suit against Carrier within two (2) years of the date of the written disallowance of the cargo claim.
- i. Rates: Each shipment shall be summarized in a confirmation sheet that will be transmitted to Carrier. Confirmation will contain information regarding the nature of the shipment, the pickup date and time, delivery date and time, special handling instructions

and the rate to be paid by Broker for the successful delivery of the shipment. Carrier shall transmit and Broker shall have received signed acceptance to Broker prior to being authorized to pickup shipment.

j. Insurance: Carrier shall procure and maintain at its own cost, with financially dependable insurance companies, the following coverages:

- Comprehensive General Liability – a minimum of \$1,000,000 combined single limit per occurrence insurance protecting against claims for bodily injury, including death, and loss or damage to property. In any event, policy limits shall not be less than any federal, state or other governmental organizations minimum required amount for motor carriers.
- Auto Liability - a minimum of \$1,000,000 combined single limit per occurrence insurance protecting against claims for bodily injury, including death, and loss or damage to property. In any event, policy limits shall not be less than any federal, state or other governmental organizations minimum required amount for motor carriers. Such policy shall cover any or allowed, rented, leased or otherwise hired autos.
- Workers' Compensation and Employers' Liability – in amounts required by statute where services hereunder will be performed, covering Carrier and its employees but not less than \$500,000. Broker or Broker's customers shall have no responsibility to either defend or pay any sum related to any workers' compensation claim made by any Carrier employee or contractor.
- Cargo Liability – an amount of at least \$100,000 covering any and all damages or losses related to cargo in the care, custody and control of Carrier. Such insurance shall contain no exclusions, limitations or restrictions conflicting with the transportation of cargo under this agreement (including, but not limited to items such as unattended equipment, unattached equipment, unlisted equipment, employee theft or dishonesty).
- All Policies – Broker shall be named as an "additional insured" on all policies related to this contract except for cargo coverage where Broker will be listed as "loss payee". Prior to carrying a shipment and annual thereafter, Carrier shall furnish Broker with a certificate of insurance, from a reputable insurance broker, listing all required coverages, limits, exclusions and endorsements as noted above. All policies shall be primary in coverage and Broker shall have no obligations to pay any premiums related to the required insurance. The limits required herein are not to be interpreted as limiting the Carrier's liability for any claims, lawsuits, causes of action, demands or losses. Carrier shall promptly notify Broker of any cancellation, potential cancellation, material reduction in coverages or coverage levels. All deductible amounts are the responsibility solely of the Carrier.

k. Indemnification: CARRIER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. "LOSSES" MEAN ANY AND ALL LOSSES, LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, ACTIONS, CAUSES OF ACTIONS, CLAIMS, SUITS, DEMANDS, COSTS AND EXPENSES OF ANY NATURE INCLUDING REASONABLE ATTORNEY'S AND

PARALEGAL FEES AND OTHER COSTS OF DEFENSE, INVESTIGATION, SETTLEMENTS, COSTS OF CONTAINMENT, CLEANUP AND REMEDIATION OF SPILLS, RELEASES OR OTHER ENVIRONMENTAL CONTAMINATION AND COST OF ENFORCEMENT OF THESE INDEMNITY OBLIGATIONS. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE AFTER TERMINATION OF THIS CONTRACT.

1. **Non-solicitation of Customers:** During the term of this contract and for a period of one (1) year after its termination, Carrier will not directly or indirectly solicit Broker's customers to provide transportation services. If Carrier or any of its representatives solicits a Broker's customer in violation of this section, Carrier shall pay to Broker as a commission 15% of the total charges for any transportation services provided by Carrier to Broker's customer.

3. Broker responsibilities:

- a. **Payment:** Broker shall pay Carrier for its services within thirty (30) days of receipt of all necessary documentation including but not limited to, original BOL, delivery receipt or other documentation required in the confirmation sheet and the Carrier's invoice referencing all appropriate identifying numbers and codes needed to identify the specific shipment. Carrier will look solely to Broker for payment for services rendered and shall not contact Broker's customer regarding payment of freight bills or any other matter without the express written consent of Broker.
 - b. **Confirmation Sheets:** Broker will provide Carrier with a confirmation sheet containing all necessary and required information regarding the proposed shipment. Such confirmation sheet shall be returned to Broker, signed by Carrier prior to the pickup of any shipment.
4. **Force Majeure:** If either party is precluded from complying with any portion of this agreement by events beyond such party's reasonable control, including fire, strikes, acts of God, war, riots, terrorism, or acts of governmental authority, such compliance shall be excused to the extent necessitated by such events; provided that the party claiming force majeure (a) promptly notifies the other party within 4 hours of the event, (b) takes all reasonable steps to reduce the events impact and (c) immediately resumes performance when event ends.
 5. **Confidentiality:** Both parties acknowledge that in carrying out this contract each will be exposed to proprietary information regarding the other party and Broker's customers. Such proprietary information includes but is not limited to rates, services, facilities, business plans, shipment volumes and business practices. This provision shall endure for 12 months beyond the termination date of this contract. Each party shall instruct its personnel that they are to make no disclosure of any proprietary information about the other party without the express written consent of the other party. Disclosure may be made if mandated by civil authorities, courts or other governmental bodies or if proprietary information becomes known to the general public during the course of this contract. This provision shall endure for 12 months beyond the termination date of this contract.

- 6. **No Lien:** Carrier shall have no lien and hereby expressly waives its right to any lien, on any cargo or other property of Broker or Broker’s customers.
- 7. **Choice of Law:** This agreement shall be governed by the laws of the state of Nevada and more specifically, Clark County, Nevada. Disputes must be handled by mediation prior to any suit being filed.
- 8. **Non-Waiver:** If either party fails to enforce or waives any breach of any term of this agreement, such inaction or waiver shall not operate as a waiver of any other breach of such term or condition.
- 9. **Assignment:** Neither party may assign this agreement without the prior written consent of the other party.
- 10. **Severability:** Should any part of this agreement be construed as or declared invalid, unenforceable or unconstitutional, then said provision shall be considered severed from this agreement but only to the extent of the invalidation, unenforceability or unconstitutionality. All remaining provisions shall remain in full force.
- 11. **Authority:** Each party warrants that the person signing this agreement has the authority to do so within the Bylaws of the corporation.

CARRIER

print name

By: _____

Print name: _____

Title: _____

Address: _____

Phone number: _____

BROKER

M2 Freight Brokers LLC

By: *Z. Mitrov*

Print name: Zan Mitrov

Title: Managing member

Address: 6225 S. Mojave Rd. Ste. D

 Las Vegas, NV 89120

Phone: 702-852-1599

(Carrier MUST provide WORK COMP INSURANCE **or** complete, sign and return this form)

Waiver of Workers Compensation Insurance

CARRIER hereby represents and warrants that, under the Workers' Compensation laws of the State of _____, it does not have any employees subject to Workers' Compensation insurance and is not required to purchase such insurance. CARRIER also represents and warrants that it has elected not to purchase Workers' Compensation insurance. If CARRIER becomes subject to compliance with Workers' Compensation laws or elects to comply with said laws, it shall immediately provide M2 Freight Brokers LLC with a Workers' Compensation insurance certificate evidencing compliance.

CARRIER Company Name

MC#

DOT#

Intrastate# (if applicable)

Authorized Signature

Printed Name

Date

Carrier Invoicing Requirements

Dear Carrier:

Thank you for doing business with M2 Freight Brokers LLC. We would like to provide you with the invoicing requirements of M2 Freight Brokers LLC, to insure you are paid accurately and we receive all necessary documentation in order to invoice our customer. If you are a new carrier with us, this form must be read, signed and returned with your carrier packet. If you are an existing carrier with us, this form will need to be read, signed and emailed to **ar@m2lvnv.com**.

Please follow these **simple** steps to insure prompt and accurate payments!

Submit the following REQUIRED documents:

1. Carrier Invoice
 - A. The M2 Freight Brokers load/order number must be referenced on the carrier invoice. This number can be found on the rate confirmation.
 - B. Only bill for ONE load per invoice.
 - C. All charges must be billed on the original invoice to include the line haul and ALL accessorial charges with all PROPER DOCUMENTATION.
 - D. A remittance address and/or factoring company MUST be on invoice. We must receive an ASSIGNMENT letter from the factoring company to pay them directly. If you discontinue factoring we must receive a RELEASE letter. It is your responsibility to provide this documentation.
2. The BOL/POD must be signed by the consignee.
3. Accessorial Charges:
 - A. If you are invoicing for detention, the in/out times must be on the BOL/POD. Please notify dispatch of detention at time of occurrence. Please make sure to read your RCS as each customer may have individual requirements concerning detention.
 - B. If you are invoicing for lumpers, you will need to inform M2 Freight Brokers at the time of occurrence and provide a copy of the receipt with your invoice.

Please note, failure to provide all required documentation will result in non-payment until everything has been received.

M2 Freight Brokers LLC offers two payment options. Please select/check:

Payment Option #1

Our payment terms are 28 days from the date of receipt of the aforementioned complete documentation. Originals are not required unless requested for legibility. Please submit by one of the following methods:

Email: ar@m2lvnv.com

Fax #: 702 664-6926

Payment Option #2

Quick pay. Our quick pay fee is 3%. Please contact **ar@m2lvnv.com** if you would like to choose this option. Failure to do so may result in payment delay. Please sign below stating you have read the M2 Freight Brokers accounting requirements for payment. Thank you, and we look forward to doing business with your company.

Carrier Name: _____ MC#: _____

Authorized Signature: _____ Date: _____

M2 Freight Brokers Authorized Signature: _____ Date: _____