



BROKER/CARRIER (INDEPENDENT) AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between Transport Logistics, Inc., a Wisconsin corporation domiciled in Oak Creek, Wisconsin, hereinafter referred to as the ("Broker"), and _____ of _____, _____, _____ (Hereinafter referred to as the "Carrier").

WITNESSETH

WHEREAS, Broker is duly authorized to engage in operations as a property broker of regulated freight moving in interstate or foreign commerce pursuant to License No. MC-384206 issued by the Federal Motor Carrier Safety Administration, controls the transportation which is the subject of this Agreement, and desires to tender to Carrier for transportation such goods of its customers as are offered to Broker; and

WHEREAS Carrier is duly authorized by the Federal Motor Carrier Safety Administration to engage in operation interstate and foreign commerce as a contract carrier, by motor vehicle, over irregular routes, in Docket No. MC-_____ and desires to participate in the transportation of such freight as is tendered to Carrier by Broker by providing services designed to meet the special and distinct needs of the shipper;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree as follows:

1. **Carrier represents and warrants to Broker that it:**

- A. Has been issued Contract Motor Carrier Permit No. MC-_____ by the Federal Motor Carrier Safety Administration and such authority is now, and will continue during the term of this Agreement to be, valid and subsisting.
- B. Has been issued appropriate operating authorities, licenses, certificates, or permits for operations in the states and provinces where the operations contemplated by this Agreement shall be performed.
- C. Has and will maintain, while this Agreement remains in effect, the public liability and cargo insurance described in paragraphs (10) and (11) of this Agreement.
- D. Makes the representations herein for the purpose of inducing Broker to enter into this Agreement.
- E. Has authorized the person(s) executing this Agreement to do so on Carrier's behalf.
- F. Is in compliance with all applicable federal, state, provincial and local laws relating to its service and the performance of this Agreement and will remain in compliance with all such laws during the entire term of this Agreement.
- G. Has in effect and effective safety program and has not been issued an "Unsatisfactory" Safety Rating by the United States Department of Transportation; will maintain an effective safety program and will endeavor to acquire a "Satisfactory" Safety Rating during the term of this Agreement; and is in compliance will all applicable federal, state and provincial safety regulations and requirements.



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2. **Broker represents and warrants to Carrier that it:**
 - A. Has been issued Motor Carrier Property Broker License No. MC-384206 by the Federal Motor Carrier Safety Administration and such authority is now, and will continue during the term of this Agreement to be, valid and subsisting.
 - B. Has now and will maintain, while this Agreement remains in effect, a Property Broker's Surety Bond under 49 C.F.R. 1043.4 or trust agreement authorized therein.
 - C. Makes the representations herein for the purpose of inducing Carrier to enter into this Agreement.
 - D. Has authorized the person(s) executing this Agreement to do so on Broker's behalf.
3. Broker agrees to tender to Carrier for transportation, and Carrier agrees to transport for Broker, a minimum of three (3) shipments of freight per year, such transportation to be accomplished in accordance with the rates and charges and other provisions as set forth in Carrier's Schedule of Actual Rates and Charges, a copy of which is annexed hereto and marked as Appendix A. If no Schedule of Actual Rates and Charges is attached to this Agreement, or if any of the movements performed under this Agreement are not covered by the terms of said schedule, or if any of the rates charged by or paid to the Carrier are inconsistent with the rates set forth in said schedule, any written or oral communications between the parties concerning transportation rates shall be incorporated herein by reference and made a part hereof regardless of how or when such communications occur. It shall be presumed that the rate for such shipments has been negotiated and agreed to between the parties to this Agreement as reflected in the communications referred to above, and Carrier's invoice to Broker shall be presumed to reflect the agreed rate unless Broker notifies Carrier in writing within thirty (30) days of Broker's receipt of Carrier's invoice of any claimed errors in the invoice.
4. Carrier further agrees, subject to availability and loading capability of its trucks, to transport such additional freight as may be tendered for transportation by Broker, all subject to the provisions herein set forth. Carrier agrees to provide equipment which satisfies the reasonable needs of Broker and its customers, and to transport and deliver all shipments with reasonable dispatch unless a different service standard is required by Broker or its customers and accepted by Carrier. Acceptance of a shipment which is tendered with a specific delivery deadline shall constitute agreement by Carrier to meet specified delivery deadline, even if "reasonable dispatch" would have permitted a later delivery, and Carrier agrees to assume liability for all consequential damages arising out of late delivery of any such shipment.
5. Carrier agrees to provide the Broker such transportation services as are designed to meet the distinct needs of the Broker and its customers, including by way of example such things as multiple pickups and deliveries, re consignment or diversion en route, daily driver reporting or satellite tracking, and such other service features as the parties agree upon in specific instances.



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6. Carrier, in its performance of this Contract, shall be and remain an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Broker shall not employ any persons required for the performance of this contract, and such persons as are required shall be and remain at all times Carrier's employees, contractors or agents.
7. Carrier shall, at its own cost and expense, provide and maintain motor truck equipment for use in the services to be performed hereunder which is adequate and satisfactory to Broker and Broker's customers, and Carrier shall also procure and maintain such licenses and permits as are required by local, state or federal authorities with respect to such transportation services and shall comply with the laws and regulations applicable thereto.
8. Carrier shall assume full responsibility for the payment of state and federal contributions or taxes for unemployment insurance, workers compensation, old age pensions, or other Social Security protection with respect to the person engaged in the performance of transportation services hereunder, and further agrees to comply with the applicable rules and regulations promulgated under such laws as are applicable thereto.
9. Neither party shall be liable for failure to perform or delay in the performance of any of the terms or provisions hereof when such failure or delay is occasioned by Acts of God, the public enemy, war, floods, storms or other acts of the elements, accidental fires, strikes, lockouts or other labor acts or regulations, or any other circumstances or conditions beyond the reasonable control of said party and without the fault or neglect of such part, whether similar or not to the foregoing. Notwithstanding Carrier's status as a contract carrier, the standard of liability for freight loss and damage shall be consistent with the common carrier standard of liability set as established by common law and the Carmack Amendment to the Interstate Commerce Act, and Carrier shall be liable for the full actual value of any goods which are lost, destroyed or damaged in transit unless such loss, destruction or damage is caused by circumstances falling within a recognized exception to common carrier liability. No limitation of liability, released rates, or released valuations contained in any tariffs, classifications or bills of lading shall be applicable to any shipments transported under this Agreement, and any attempt by Carrier to limit or excuse its liability other than in accordance with this paragraph shall be null and void.
10. Carrier agrees that it shall procure and maintain at its expense, with reputable insurance carriers, the necessary types and kinds of public liability insurance required by the Federal Motor Carrier Safety Administration, and further agrees to furnish to the Broker upon request therefore, written certificates obtained from such insurance carrier or carriers, confirming that such insurance has been procured and is being paid for and maintained.



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11. Carrier further agrees that it shall procure and maintain at its own expense, with reputable insurance carriers, cargo insurance in the amount of at least \$250,000.00 to compensate Broker, its customers, or the owner or consignee of the goods, for loss or damage to the property which comes into the possession of Carrier in the performance of transportation service pursuant to this agreement. The cargo insurance shall be in the form required by 49 C.F.R. 1043.6(b) and shall have no exclusions or restrictions that would not be accepted by the Federal Motor Carrier Administrations for a filling under the statutory requirement of 49 C.F.R. 1043.2(c) but shall, in all respects, be identical to the cargo insurance filed in accord with said section. Carrier shall at Broker's request, cause its insurance carrier to forward forthwith to Broker a standard Certificate of Cargo Insurance, which Certificate shall require the insurance carrier to give Broker written notice ten (10) days prior to the cancellation of such cargo insurance.
12. Broker agrees to remit to Carrier the sum specified in Carrier's invoice to Broker within thirty (30) days of receipt by Broker of Carrier's invoice accompanied by proper proof of delivery and other evidence that the Carrier's performance of the requested services has been completed (subject to set off by Broker of any sums advanced by Broker or any amounts due Broker by Carrier); PROVIDED, however, that if Broker notifies Carrier in writing of a dispute regarding such invoice in accordance with the provisions of paragraph (1) of this Agreement, Broker agrees to tender with said notice the minimum amount of payment which Broker agrees to be correct, and acceptance by Carrier of such lesser amount shall not be deemed to constitute a waiver by Carrier of Carrier's claim for additional amount notwithstanding any restrictive endorsements which Broker may place on its remittance to Carrier. Carrier hereby waives any right Carrier may have, in law or by contract, to recover charges for freight tendered hereunder from any party other than Broker.
13. All shipments transported pursuant to this Agreement shall be deemed to be governed by the terms and conditions of the Uniform Short Form Straight Bill of Lading (Motor Carrier), and this contract hereby incorporates by reference all the terms and conditions of said Uniform Short Form Straight Bill of Lading (Motor Carrier) as though fully set forth herein. Unless otherwise agreed in writing, Carrier shall become responsible for the freight when it receives or accepts possession thereof, regardless of whether a bill of lading has been issued. Failure on the part of the Carrier to issue a bill of lading, or to execute a bill of lading acknowledging receipt of the cargo, shall not affect the liability of the carrier for loss of, or damage to, the cargo.
14. Carrier represents and warrants to Broker that Carrier is a duly licensed motor contract carrier of property pursuant to one or more contract carrier permits issued to Carrier by the Federal Motor Carrier Safety Administration. Carrier further represents and warrants to Broker that Carrier is not certificated as a motor common carrier of property by the Federal Motor Carrier Safety Administration or, if Carrier does hold common carrier authority, that none of the operations which carrier will conduct pursuant to this transportation agreement shall be conducted as a common carrier and further, that if Carrier has published any motor carrier tariffs with the Federal



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Motor Carrier Safety Administration, or maintains unpublished tariffs or rates, none of the rates or terms and conditions set forth in any such tariffs which are inconsistent with the rates and terms established by this Agreement shall be applicable to any transportation services which Carrier shall perform pursuant to this Agreement.

15. Carrier agrees that in consideration of the substantial effort undertaken by Broker in locating the traffic which is the subject of this Agreement, as well as the good will which no exists between Broker and its customer and further in consideration of the substantial and irreparable harm to Broker that would result from a breach hereof, that Carrier shall not at any time during the term of this agreement is in force plus a period of one year immediately following the cancellation, expiration or termination of this Agreement, solicit or attempt in any way to contract directly with any Shipper whose freight is first tendered by Broker to Carrier, for the hauling which is the subject of this Agreement, without the express written consent of Broker. Carrier expressly agrees that in the event of a material breach of this provision by Carrier, Broker may, at Broker's election, seek injunctive relief, or money damages, or both, and that the measure of Broker's damages shall be the full amount of commissions or other compensation due Broker for all traffic transported in contravention of this agreement and further that should Broker elect to seek enforcement of this clause through litigation or other legal proceedings, Carrier shall be liable to Broker for the costs and disbursements of such action including reasonable attorney's fees. Moreover, Carrier shall be liable to Broker for interest on unpaid commissions or other compensation at a rate of 1.0% per month from the date of the breach, which is an annual percentage rate of 12.0%. For purposes of construing this clause, any shipment hauled by Carrier in violation of this clause shall be deemed a separate breach of this agreement, and any waiver by Broker of any particular individual breach of this clause shall not be construed as a waiver by Broker of the terms and conditions of this clause for any subsequent breaches hereof.
16. Carrier agrees that it will not insert, and will not authorize or permit a shipper or consignee to insert, Broker's name on the bill of lading as the carrier without Broker's express written consent.
17. Carrier agrees that it will not assign or co-broker any shipments which are tendered to Carrier by Broker pursuant to this Agreement without Broker's prior written consent to do so.
18. Carrier agrees to defend, indemnify and hold Broker and its customers harmless from any claims, demands, losses, damages or liability of any kind (including reasonable attorney's fees incurred by Broker and its customers) arising out of Carrier's performance of this Agreement, including but not limited to injuries to person or property occurring at the premises of any consignor or consignee.



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19. Carrier and Broker mutually agree that this is not intended as an exclusive agreement, and that either party may enter into similar agreements with other carriers, broker, or freight forwarders, provided that such agreements do not violate paragraph 15 of this Agreement.
20. Failure of either party to enforce a breach of this agreement, or wavier of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision.
21. In the event of a material breach of a material term of this Agreement by Carrier, Broker shall have the right to immediately terminate this Agreement for good cause and, in addition, shall have the right to withhold or setoff any payments which are due and owing to Carrier for freight charges. This right of withholding or setoff is not an exclusive remedy, and Broker shall have and may exercise all other remedies it may have at law or in equity against Carrier.
22. In the event of any dispute or disagreement involving the interpretation or performance of this Agreement, including but not limited to claims for loss of or damage to cargo and disputes regarding applicable freight charges and terms of service, the parties agree that such disputes or disagreements shall be referred to the alternative dispute resolution program sponsored by the Transportation Lawyers Association, or similar mediation or arbitration service for disposition in accordance with the sponsoring organization's rules and procedures, before bringing legal action in a court of law. The parties mutually agree to exert their best efforts to resolve all disputes by good faith settlement or negotiation whenever possible, and to make use of alternative dispute resolution mechanisms to the maximum extent practicable, and hereby authorize the court to award all or a portion of its attorney's fees to the prevailing party if the court finds that the non-prevailing party failed to negotiate in good faith a resolution of the dispute. Such an aware of attorney's fees shall be committed to the sound discretion of the trial court. Any litigation involving the interpretation or performance of this Agreement shall be venued in Circuit Court for Milwaukee County, Wisconsin and Carrier expressly consent to jurisdiction and venue in said court.
23. This Agreement cancels and supersedes any and all other written or oral agreements and understanding for trucking between Broker and Carrier insofar as said agreements or understandings involve the transportation of commodities within the territory covered hereby.
24. This Agreement shall remain in effect and full force for one year from the date hereof, and shall be automatically renewed from year-to-year thereafter, subject to the right of termination by either party at any time on 90 days written notice to the other party. In the event of such termination at any time other than the end of one or more years from the date hereof, the



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minimum number of shipments for such contract, set forth in paragraph 1, shall be prorated to the date of such termination.

25. The provisions contained in 49 C.F.R. 1005, as set forth in the attached Appendix B, shall govern the processing of claims for loss, damage, injury, or delay to property and the process of salvage. Any claims submitted by Broker to Carrier on behalf of Broker's customer shall be treated by Carrier as having been filed by the party having an interest in the claim. No action taken by Broker with respect to claims shall be construed as having the effect of make Broker liable for any freight claims.
26. It is express understood and agreed that any assignment of this Contract by Carrier without prior written consent of Broker shall be void and of no effect.
27. Except as provided in paragraph (3) hereof, this Agreement shall not be altered except in writing, endorsed hereon and signed by both parties.
28. Carrier may not disclose the terms of this Agreement to anyone not a party to this Agreement without the prior written consent of Broker. Carrier and its employees and agents shall treat all information relating to the identity of consignors and consignees, origins, destinations, commodities, volume and frequency of movements and methods of distribution as confidential and proprietary information of Broker and its customers and shall not divulge such information to third parties without the express written consent of Broker.

IN THE WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year specified above.

BROKER:

TRANSPORT LOGISTICS, INC.

BY: *[Signature]*

(Authorized Representative)

TITLE: *President*

CARRIER:

CARRIER NAME _____

BY: _____

(Authorized Representative)

TITLE: _____

Initial _____

TRUCK MEASUREMENTS

5TH WHEEL HEIGHT_____

5TH WHEEL OFFSET_____0_____ will be set at zero, with the capability to change to any setting

WHEELBASE_____ CENTER STEER AXLE TO CENTER OF DRIVE AXLES

BUMPER TO AXLE_____

CAB LENGTH_____

SLEEPER LENGTH_____

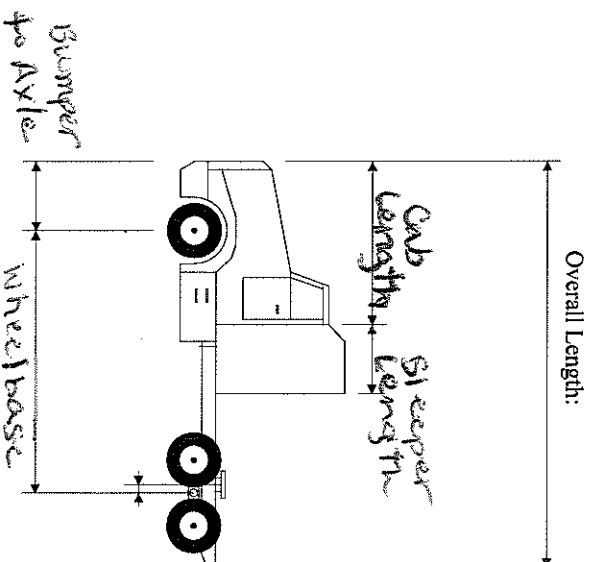
DRIVE AXLE SPREAD (CENTER TO CENTER)_____

WEIGHT(STEER)_____(DRIVE)_____ TRUCK MUST BE EQUIPPED (FULL OF FUEL & EQUIPMENT)
ENCLOSE COPY OF SCALE TICKET

*****TRUCK MUST BE FULL OF FUEL AND COMPLETELY LOADED WITH EQUIPMENT**
THE LOAD-X PROGRAM IS USED AS A TOOL ONLY.....ALL LOADS MUST BE WEIGHED

All lengths in inches and weights in pounds

Printout of Load Xpert software



Axle Loads (lb)

Tare:
Accessories:
Payload:
Total:

#1

#2

Drive Axle Spread

	Unit 1 (Tractor)	Vehicle
Tare weight (lb):		
Accessories(lb):		
Payload (lb):		
Total (lb):		

Title:

Company:

Date:

By:

Dwg No.:

States that need insurance on file

ALABAMA	Alabama Dept. of Trans. Vehicle Permit Office 1409 Coliseum Blvd. Montgomery, AL 36130-3050 Fax to: (334) 265-4670
GEORGIA	Georgia Dept. of Transportation Oversize Permit Unit Suite 400 935 Confederate Avenue Bldg. 24 Atlanta, GA 30316 Fax to: (404) 635-8501
LOUISIANA (800) 654-1433	Louisiana DOTD Attn: Truck Permits P.O. Box 94042 Baton Rouge, LA 70804-9042 Fax to: (225) 377-7154
MISSISSIPPI	Mississippi DOT P.O. Box 1850 Jackson, MS 39215 Fax to: (601) 359-1678 or (601) 359-5928
NEW MEXICO	New Mexico Taxation & Revenue Department Motor Transportation Division P.O. Box 1028 Santa Fe, NM 87504 Fax to: 505-476-2476
NEW JERSEY	New Jersey Motor Carrier Commission Motor Carrier Services P.O. Box 133 Trenton, NJ 08666-0133 Fax to: (609) 599-3859
NEVADA	State of Nevada DOT 1263 South Steward Street Carson City, NV 89712 Fax to: (702) 888-7103
NEW YORK CITY	NYC DOT / Bridges / Truck Unit 2 Rector Street 8th Floor New York, NY 10006 Fax to: Here Must be sent with permit application each time
TENNESSEE	Tennessee Dept. of Transportation 300 James Polk Building Nashville, TN 37243-0331 Fax to: 615-256-5894

TX DEP. OF TRANS. Motor Carrier Div.
PO Box 12984, Austin, TX 78711
800-299-1700
TX-FAX# 512-465-3565



TRAILER INTERCHANGE AND INDEMNITY AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between Transport Logistics, Inc., a Wisconsin corporation domiciled in Oak Creek, Wisconsin, the beneficial owner of the trailer equipment which is the subject of this Agreement ("Lessor"), and _____, of _____, the party proposing to transport the equipment ("Carrier"):

WHEREAS Carrier is duly authorized to engage in transportation operations as a for-hire carrier and desire to engage in transportation utilizing trailers it does not own, including certain trailers in which lessor has a beneficial ownership interest;

WHEREAS the parties desire that Carrier use certain semitrailers owned or controlled by Lessor on a recurring basis, for reasons such as freight transportation, a trailer interchange, a trailer shuttle program, substitute service, transportation of new or used trailer, repositioning of trailers, etc., with or without cargo;

WHEREAS Carrier is willing to use said semitrailers using power units which Carrier owns or controls and personnel who are employees of Carrier or who have a contractual relations with Carrier;

WHEREAS Lessor has a beneficial interest in the trailers which are subject of this Agreement and is willing to allow Carrier to use said equipment on the terms and conditions herein set forth;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth the sufficiency of which is acknowledged by both parties, it is agreed as follows:

1. Possession, Use and Return of Trailers. This Agreement shall take effect with respect to a particular trailer when Carrier take possession of the trailer, and shall continue until Carrier has surrendered possession of the trailer to Lessor or to another Carrier. Possession by Carrier of a trailer shall commence when Carrier take physical possession of the trailer by coupling it to a power unit. Surrender of a trailer shall occur either (a) when Carrier delivers the trailer to lessor at a specific location designated by Lessor in circumstances indicating that both parties intended to terminate this Agreement with respect to a particular trailer at a specific time and place, or (b) when

Initial_____



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another carrier take possession of the trailer as defined herein. While a trailer subject to this Agreement is in the possession of Carrier, Carrier shall be fully responsible for the care, custody and use of the trailer, and Carrier agrees to surrender the trailer to Lessor in the same condition it was in at the time of taking possession, subject only to normal wear and tear. Carrier shall be liable to lessor for the full reasonable cost of restoring the trailer to the condition it was in at the time Carrier took possession thereof. If Carrier fails to surrender possession of the trailer as provided herein, as a result of disappearance or theft of the trailer. Carrier shall be liable to Lessor for the actual fair market value of the trailer as of the date surrender of possession should have occurred. In the event Carrier fails to return the trailer to Lessor in a timely manner, or leaves the trailer in a location other than the point of surrender specified by Lessor, Carrier shall be liable for all reasonable costs incurred by Lessor in recovering the trailer, as well as a reasonable per diem charge for Lessor's loss of use of the trailer.

2. Charges for Use of Trailers. As compensation for his use of lessor's trailers as provided in this Agreement, Carrier agrees to pay Lessor six percent (6%) of Carrier's gross revenues from each shipment Carrier transports with Lessor's trailers.

3. Independent Contractor Status. The relationship between the parties shall be deemed to be that of independent contractor at all times and for all purposes. Neither party shall be considered an employee, agent or servant of the other in the performance of this Agreement, and neither party shall have the power or authority to contractually bind the other in any manner.

4. Legal Duties of Carrier. Carrier shall provide the services contemplated in this Agreement as a for-hire carrier unless the trailers are being used by Carrier in furtherance of Carrier's primary non-transportation business (i.e. private carriage). Carrier shall be responsible for obtaining all operating authorities, permits, certificates, licenses, and other credentials where are necessary to perform the o9perations, and for reporting and paying all taxes and other obligations relating to the operations, including but not limited to fuel and road taxes, tolls and fees, federal heavy vehicle use taxes, and licensing fees, except as provided in paragraph (5) below. Carrier shall likewise be responsible for compliance with all applicable statutes, rules, regulations, and other directives relating to the operation of the trailers, including but not limited to the federal motor carrier safety regulations (except as provided



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in paragraph (5) below), weight and route limitations and restrictions, all traffic regulations, and other legal requirements. Further, Carrier shall be responsible for providing all labor and other personal services relating to the operations and for fully paying all obligations relating to such labor and personal services including (if applicable) withholding and paying over all federal and state income taxes, FICA, medicare, unemployment compensation, workers compensation coverage, health insurance and other benefits, vacation pay, sick leave, etc.

5. Legal Duties of Lessor. Lessor shall be responsible for licensing each trailer transported by Carrier pursuant to this Agreement, and for insuring that the trailer is in proper physical and mechanical condition and in full compliance with applicable federal, state and local safety regulations relating to the physical and mechanical condition of the vehicle; PROVIDED, however, that Carrier's driver or other representative shall have a duty to reasonably inspect the trailer before commencing operations involving it, and if inspection reveals a defect in the trailer, all such defects shall be immediately reported to lessor and the parties shall then agree on the procedure for rectifying the defect. Carrier will be responsible for any adverse consequences resulting from a defect which Carrier either failed to identify in its inspections or failed to correct before operations are commenced, unless the defect is one which would not have been apparent to a person conducting a routine daily inspections in accordance with 49 C.F.R.396.11. As used herein, the term "adverse consequences resulting from said defect" shall include, but not limited to, the cost of repairing further damage to lessor's trailer or any components thereof (but not the original defect itself); damage to the property of third parties (including damage to, or delay of cargo in transit); personal injury or death of any person employed by or contracted to either part; personal injury to or death of third parties; and all fines, forfeitures and other monetary penalties as well as adverse safety reports.

6. Insurance. Carrier shall be responsible for procuring, maintaining and paying for all public liability insurance required by applicable governmental authorities, which shall satisfy at least the minimum legal requirements for personal injury, property damage and environmental restoration, as well as all cargo insurance required by applicable governmental authorities or the shipper/receiver of the goods in transit, if applicable. Carrier shall also be responsible for procuring, maintaining and paying for all physical damage, comprehensive and collision insurance coverage for its own equipment, and for any mandatory workers compensation or other occupational



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coverage for its drivers and other employees engaged in the performance of the operations contemplated by this Agreement. Lessor may demand a certificate of coverage from Carrier evidencing the existence of such coverage. In addition to the foregoing, Carrier shall procure, maintain and pay for "Trailer Interchange Coverage" applicable to the operations which are the subject of this Agreement, with limits of coverage for physical damage, comprehensive and collision which are reasonably satisfactory to Lessor, and in addition Carrier shall cause its insurance carrier to name Lessor as an additional insured and loss payee for each trailer operated by Carrier under this Agreement, with not less than 15 days written notice to Lessor of any material change in, or cancellation of, such coverage.

7. Maintenance and Repair; Tires. Lessor shall be responsible for routine maintenance of the trailers which are the subject of this Agreement and shall perform such repairs and service work as are reasonably necessary or appropriate to maintain the trailers in good condition and repair and to prolong the useful life of each trailer. In the event such repairs or service work become necessary while a trailer is in the possession or control of Carrier, Carrier shall perform, or cause to be performed; such repairs or service work in a cost-effective manner, with the prior approval of lessor whenever possible, and Lessor shall promptly reimburse Carrier for the reasonable cost of such repair work. Lessor shall not be responsible for maintenance, repairs or service work necessitated by the negligence or intentional conduct of Carrier, its employees or agent, and shall have the right of indemnification set forth in paragraph (8) below to recover the cost of repairs so caused. Lessor shall be responsible for procurement and replacement of tires, brakes, bearings and other trailer components at Lessor's expense except where such items are damaged as a result of negligence or intentional conduct of Carrier.

8. Indemnity. Each party agrees to indemnify, defend and hold harmless the other party for all claims, lawsuits or other liabilities or legal proceedings which are asserted against one party but which are the responsibility of the other party under this Agreement. This obligation shall include all costs and disbursements incurred by the indemnified party in defending and/or paying any such claims, including all actual reasonable attorney's fees incurred by the indemnified party. If either party becomes aware of any claim, debt, liability, expense or loss of any kind which it believes is the responsibility of the other party pursuant to this Agreement, that party shall promptly



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notify the other party of the matter and afford the other party a reasonably opportunity to either contest the matter or make arrangements to pay or defend the claim at the other party's expense or at the expense of a liable third party. Failure of the party asserting a claim against the other under this Agreement to give reasonable notice and opportunity to contest or pay the claim to the other party shall constitute a waiver of said indemnity claim. Failure of the other party to defend for pay the claim, or to offer to pay or defend the claim, within a time and in a manner which is reasonable under the circumstances, shall constituted a waiver on the part of the party to be charged of any defense to said indemnification claim.

A. Damage to Trailer. Carrier shall be liable for damage to lessor's trailer unless the damage was caused by a defect in the trailer which a reasonable driver would not have detected in making a reasonably competent inspection of the trailer.

B. Damage to Carrier's Equipment. Lessor shall be liable for damage to Carrier's equipment only if the damage was caused exclusively by a defect in the trailer which a reasonable driver would not have detected in making a reasonably competent inspection of the trailer.

C. Loss of or Damage to Cargo. Carrier shall be liable for any loss of or damage to cargo, or for delay in delivering cargo, unless the damage or delay was caused exclusively by a defect in the trailer which a reasonable driver would not have detected in making a reasonably competent inspection of trailer, or unless the Lessor or a third party took responsibility for loading the cargo and the loss, damage or delay was the result of improper loading, counting or securing the cargo, or unreasonable delay in loading the cargo.

D. Other Third-Party Claims. Lessor shall be liable for other third-party claims, including but not limited to claims for personal injury to, or the death of, any person, and claims for damage to property not covered by subparagraphs (A), (B) or (C) above, only if the death, personal injury or properly damage was caused exclusively by a defect in the trailer which Lessor in performing usual and customary maintenance



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of the trailer in a reasonable manner, should have detected and corrected, but which a reasonable driver would not have detected in making a reasonably competent inspection of the trailer.

9. Dispute Resolution. In the event of any dispute or disagreement involving the interpretation or performance of this Agreement, including but not limited to claims for loss of or damage to cargo and disputes regarding applicable freight charges and terms of service, the parties agree that such disputes or disagreements shall be referred to the alternative dispute resolution program sponsored by the Transportation Lawyers Association, or similar mediation or arbitration service, for disposition in accordance with the sponsoring organization's rules and procedures, before bring legal action in a court of law. The parties mutually agree to exert their best efforts to resolve all disputes by good faith settlement or negotiation whenever possible, and to make sure of alternative dispute resolution mechanisms to the maximum extent practicable, and hereby authorize the Court to award all or a portion of its attorney's fees to the prevailing party if the Court finds that the non-prevailing party failed to act in good faith to bring about a prompt, reasonable and cost-effective resolution of the dispute. Such an award of attorney's fees shall be committed to the sound discretion of the trial court. Any litigation between the parties to this Agreement which does not involve other parties, relating to the interpretation or performance of this Agreement, shall be venued in the Circuit Court for Milwaukee County, Wisconsin and both parties expressly consent to jurisdiction in said court.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as to both interpretation and performance.

11. Term of Agreement. This Agreement shall take effect on the date of execution hereof and shall continue in full force and effect for a period of one year unless sooner cancelled, terminated or modified by mutual agreement of the parties. Thereafter the Agreement shall be deemed renewed on a year-to-year basis unless either party give written notice of its intent not to renew at least 30 days prior to the expiration date. Notwithstanding the foregoing, either party may terminate this Agreement for good cause upon five (5) days' written notice. As used herein, the term "good cause" shall mean a material breach of a



TRAILER INTERCHANGE AND INDEMNITY AGREEMENT

material term of this Agreement, default in payment or other material obligations by either party, or a material change in circumstances not reasonably foreseen by either party.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Agreement to be executed as of the date first written above.

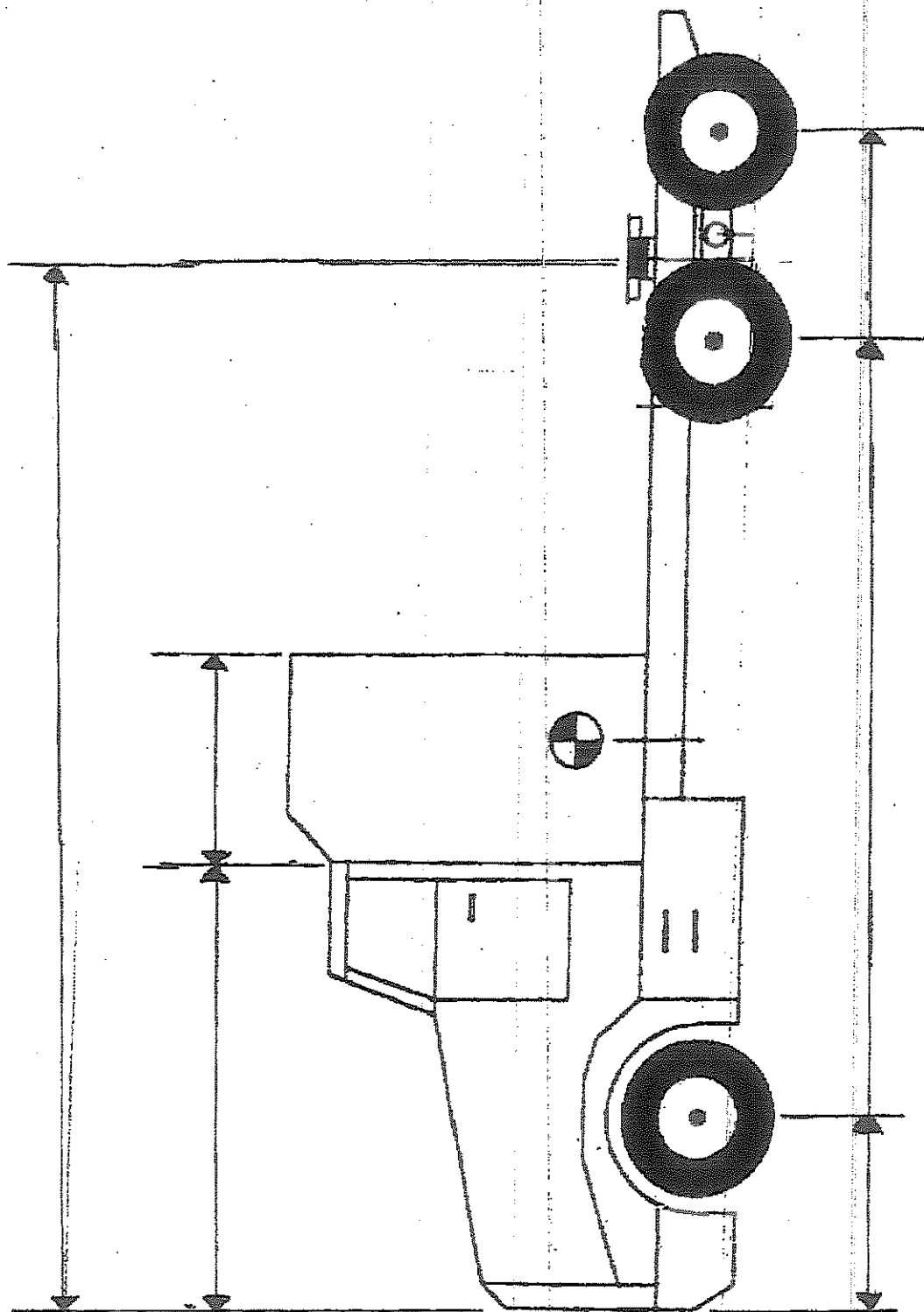
CARRIER:

LESSOR: TRANSPORT LOGISTICS, INC.

BY: _____

BY: *TW Kutzner, Pres*

Initial _____



The following has been issued to further define Transport Logistics Vehicle Inspection policies:

VEHICLE INSPECTION

1. I agree not to make any adjustments or repairs to Transport Logistics leased equipment without consent from the Oak Creek shop.

Initial _____

2. I agree to inspect all Transport Logistics leased equipment and report any defects before departure.

Initial _____

3. I agree to report any defects with Transport Logistics leased equipment by performing a Post Trip Inspection. Report defects by call the Oak Creek shop.

Initial _____

4. I understand that Transport Logistics will not reimburse for any repairs or parts without prior release from the Oak Creek shop. Also note, all authorized replaced parts must be returned to first reporting terminal.

Initial _____

I have read and understand the above Vehicle Inspection Policy.

Signed _____

Date _____ of _____

P.O. Box 636
2500 West Southbranch Blvd, Ste A
Oak Creek, Wisconsin 53154



Main Office: (888) 207-9275
Fax: (414) 856-1395

www.tnlogistics.com

**CERTIFICATE OF ELECTION
TO NOT MAINTAIN
WORKERS' COMPENSATION COVERAGE**

The undersigned, as authorized representative of the motor carrier set forth below, hereby warrants and represents to Transport Logistics Inc. that such motor carrier is not required by (state) law to maintain Workers' Compensation insurance, and further that it has elected not to maintain such insurance.

In the event that motor carrier subsequently either (1) becomes subject to pertinent Workers' Compensation law, or (2) motor carrier's maintenance of Workers' Compensation insurance remains elective but motor carrier elects to maintain such insurance, then motor carrier will provide Transport Logistics Inc. with evidence of such insurance in compliance with the terms of the pertinent agreement between the parties.

Motor Carrier: _____

Mc #: _____

Signature: _____

By: _____

(Name Typed or Printed)

P.O. Box 636
2500 West Southbranch Blvd, Ste A
Oak Creek, Wisconsin 53154



Main Office: (888) 207-9275
(414) 856-1406
Fax: (414) 761-8702

www.tnlogistics.com

Permit Department Requirements (Independent Carriers)

Company Name _____

Address _____

Phone Number _____

Driver Name _____

Tractor Info: Make _____ Year _____

VIN _____ Unit# _____

Plate _____ State _____

Fed ID# _____ MC# _____

State numbers needed

Texas# call 512-465-3584 _____

Indiana# call 317-615-7320 _____

Kentucky# call 5020-564-7150 _____

Louisiana# Call 225-343-1433 _____

Ohio# 614-351-2300 _____

P.O. Box 636
2500 West Southbranch Blvd, Ste A
Oak Creek, Wisconsin 53154



Main Office: (888) 207-9275
(414) 856-1406
Fax: (414) 761-8702

Trailer Inspection Form

Date _____ Employer _____ Unit # _____

Driver who dropped Trailer _____

Circle Appropriate → INBOUND- OUTBOUND

Inspect Tires for:	Position
• Cut sidewalls	_____
• Flat spotted tread	_____
• Bump Check all Tires	_____

If low, use gauge to verify

Pressure:

- All 17.5 Tires – 125PSI _____
- All 22.5 Tires -100PSI _____

Any tire 10PSI low is considered flat.

Inspect all lights (include license plate)

- Missing _____
- Cracked _____
- Damaged _____
- Inoperative _____
- _____

Do entire walk around to check for body damage

Floor

Rub Rails & Stake Pockets

Front header include glad hands & light base

Rear header & bumper

Winches

Mud Flaps (spread only required on the rear axle)

Is the Suspension inflated Y or N

Exp Trailers

Is trailer closed? Y or N if no, why not _____

Is safety pin installed? Y or N

Inspect Exp Air & Electrical Lines

Note any recent repairs

Max 2 DOT approved repairs per line.

Wheel Position to be noted as LFO, LFI,, LRO, LRI, RFO, RFI, RRO, RRI

3 axle – LMO, LMI, RMO, RMI

Light positions to be marked Front left , Right Rear

Email IMMEDIATELY TO tinaf@tntrans.com with any noted defects.

P.O. Box 636
2500 West Southbranch Blvd, Ste A
Oak Creek, Wisconsin 53154



Main Office: (888) 207-9275
(414) 761-2854
Fax: (414) 761-1068

www.tnlogistics.com

Insurance Coverage Requirements

Please have your insurance agent(s) update and email or fax the following information:

A certificate of insurance evidencing the following coverage:

1. General Liability amount of \$1,000,000
2. Auto BI and PD in the amount of \$1,000,000
3. Cargo in the amount of not less than \$250,000
4. Additional Insured for Auto Liability and Cargo
5. Bailee / Non- Owned Physical Damage not less \$60,000

Name of Insurance Company:

Policy Number:

Name and contact information of Insurance Agent:

Amount of Cargo Coverage:

Email of fax to: Derrick Blatnik- derrick@tnlogistics.com or 414-761-1068
--

P.O. Box 636
2500 West Southbranch Blvd, Ste A
Oak Creek, Wisconsin 53154



Main Office: (888) 207-9275
(414) 856-1406
Fax: (414) 761-8702

www.derrick@tnlogistics.com

Carrier Profile

Name: _____

Address: _____

City/State _____

Phone: _____

Fax: _____

Email _____

Contact: _____

AfterHours: _____

MC# _____ **DOT#** _____ **FED ID** _____

Equipment (Fill in the total number of each you operate)

Tractors _____ **Vans** _____ **Flatbeds** _____

Step Decks _____ **DD** _____

Others _____

Terminal

Locations _____

Preferred States

Origin _____

Destination _____



Transport Logistics INC.

Toll Free 888-207-9275

www.tnlogistics.com

Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize Transport Logistics INC. to initiate automated deposits to my account at the financial institution named below. I also authorize Transport Logistics INC. to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold Transport Logistics INC. responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Transport Logistics INC. receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Accounts Payable Department.

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____ Checking Savings

Circle One

Please include an email address or fax# _____

This will be used to send your remittance for the deposits we make.

Please pick one of the following for your pay terms

____ 3% 7 Day US CARRIERS ONLY

Please fax voided check

When invoicing Transport Logistics Quick Pay MUST be noted on invoice
Direct Deposit with-in 7 days of receipt of Your invoice and POD

____ 30 Day Direct Deposit NO FEES US CARRIERS ONLY

Please fax voided check

____ 30 Day Paper Check NO FEES

Please fax completed form to 414-856-1788

Signature

Company Name

Title

MC #

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

STATE OF OHIO – DEPARTMENT OF TRANSPORTATION
**ENDORSEMENT TO LIABILITY INSURANCE POLICY FOR VEHICLES
OPERATING WITH A SPECIAL HAULING PERMIT ISSUED BY
THE OHIO DEPARTMENT OF TRANSPORTATION**

Issued to (Insured/Applicant) _____

of (Mailing address) _____

Insured's Telephone Number _____ Amending Policy Number _____

Effective From (Date) _____ Until 12:01A.M. _____

Name of Insurance Company (Insurer) _____

COUNTERSIGNED BY _____

(Insurance Company Representative Authorized to Issue Policy Amendments)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

_____ The insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.

_____ The insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident
in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Ohio Department of Transportation (Department), the insurer (company) agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date. **The telephone number to call is _____.**

Cancellation of this endorsement may be accomplished by the company or the insured by giving (1) 35 days notice in writing to the other party, and (2) by providing 30 days notice to the Department (said 30 days notice to commence from the date it is received by the Department at the Permit Office, 1980 West Broad Street, Mail Stop 5140, Columbus, OH 43223).

The insurance policy to which this endorsement is attached provides (automobile) liability insurance and is amended to assure compliance by the insured, within the limits stated herein, with the contractual agreement between the insured and the State of Ohio which results from the issuance of a Special Hauling Permit to the insured by the Ohio Department of Transportation. This contractual agreement includes the following provision:

"Permittee will be held liable for any damage caused by the movement. The State assumes no responsibility for damage to the permittee's equipment or load being moved due to any such failure.

The permittee agrees to compensate the State of Ohio for any damage to a roadway or road structure and also to indemnify, save harmless and defend the State of Ohio and the Director of Transportation from and against all and any liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatsoever nature are incurred or brought against the State of Ohio or the Director of Transportation as the result of injury to or death of persons or damages to or loss of property caused by acts or omission to act by the Permittee, its agents, servants and employees in the performance of movements under this permit, except to the extent that the negligence of the State of Ohio or the Director of Transportation is proximate cause of the accident."

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (company) agrees to pay to the State of Ohio, within the limits of liability described herein, any final judgment recovered against the insured for all damage to the roadway or road structures occurring during a movement authorized by the issuance of a Special Hauling Permit. The insurer (company) further agrees to be bound by the indemnification agreement included in the contractual agreement between the insured (permittee) and the State of Ohio. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company.

It is further understood that the limits of the company's liability for the amounts prescribed in this endorsement apply separately to each movement made under a Special Hauling Permit and any payment under this endorsement as the result of any one movement shall not operate to reduce the liability of the company for the payment of final judgments resulting from liability arising out of any other movement.

The minimum level of liability insurance is five hundred thousand dollars. This minimum liability level has been established by the Director of the Ohio Department of Transportation under Section 4513.34 of the Ohio Revised Code and amplified in Rule 5501:2-1-10 of the Ohio Administrative Code. It is the responsibility of the insured to obtain liability insurance in amounts equal to or exceeding these minimum amounts as evidence of financial responsibility.

File with:
Ohio Department of Transportation
Special Hauling Permit Section
1980 West Broad Street, Mail Stop 5140
Columbus, OH 43223

REQUIRED BY LAW
OHIO REVISED CODE 4513.34
OHIO ADMINISTRATIVE CODE 5501:2-1-10

DOT-1858

Facsimile: (614) 728-4098
Email: Hauling.Permits@dot.state.oh.us

For Information Telephone:
(614) 351-2300