

P.O. Box 590, Kingsburg, CA 93631

Office: 559-646-2000

 Fax: 559-646-2013

Long haul Dispatch – Send PODS to: PODS@ivtlogistics.com

Accounting Email: accounting@ivtlogistics.com

U.S. DOT: 3043136

MC: 45762

Fed Tax ID: 82-2579459

**P.O. Box 590**

**Kingsburg, CA 93631**

**(559) 646-2000 Office**

**(559) 646-2013 Fax**

To our Motor Carriers,

Thank you for choosing IVT Logistics as your truck broker. To perform Carrier services for us, the following is required:

\_\_\_\_\_ Executed original of the enclosed Motor Carrier Agreement.

\_\_\_\_\_ Original Certificate of Liability Insurance with no less than

* $1,000,000.00 Automotive Liability and no less than
* $100,000 Cargo insurance naming IVT Logistics as additional insured.

**Note: Please make sure truck and trailer are added to your insurance. As we can NOT proceed further if truck and trailer are not added to the insurance.**

\_\_\_\_\_ Current copy of Federal Motor Carrier Authority.

\_\_\_\_\_ Complete request for EIN (W9 form).

 \_\_\_\_\_ ACH Authorization Form

**Strictly California Carriers Only:**

 \_\_\_\_\_ ARB Trailer Registration Confirmation (California Carriers Only)

 \_\_\_\_\_ TRU Compliance Certificate (California Carriers Only)

\_\_\_\_\_ Original Certificate of Workers Compensation insurance naming IVT Logistics as certificate

holder if your company has employees.

\_\_\_\_\_ Check here if your company has ZERO Employees

 \_\_\_\_\_ UCR [Unified Carrier Registration Plan] for the current year.

If you have any questions, please call IVT Logistics at (559) 646-2000. Office Use Only:

 \_\_\_\_\_\_ BOC-3

Thank you, \_\_\_\_\_\_ Packet Complete

IVT Logistics

# Thank you for loading with us!

**IVT Logistics Pay Options**

You did the job. We want to pay you fast. Please select one of the following pay options.

**Are you contracted with a Factoring Company? Yes or No Factoring Company:**

**Phone Number:**

**Regular Pay**

Checks will be mailed within 7 business days of receiving clean Bill Of Lading and Clean Proof Of Delivery.

**Direct Deposit - 7 Business Days.**

We will settle invoices within seven business days of receipt of your signed PODS. Typically, payment will post to your account on the seventh business day. There is no fee for this service. In most cases we can accept fax, scan or e-mail. You must complete our ACH agreement and provide us with a copy of a company pre-printed void check.

Carrier Date

Authorized Signature Print Name and Title

****

**P.O. Box 590**

**Kingsburg, CA 93631**

**(559) 646-2000 Voice**

**(559) 646-2013 Fax**

**Motor Carrier Agreement**

***Broker*** :

IVT Logistics

P.O. Box 590

Kingsburg, CA 93631

Phone (559) 646-2000

Fax (559) 646-2880

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

***Motor Carrier:***

Motor Carrier DBA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Motor Carrier Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*List All License Plate Numbers:*

Tractor Trailer

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IVT Logistics Worldwide, Inc.

ACH Credit Authorization Agreement

**Please provide a voided check with ACH Form to insure proper account numbers**

Payee Information:

Payee Name: Email Address for Settlement Remittance:

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Contact: Title:

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Tax ID Number Phone Number:

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| --- | --- |
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Mailing Address:

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1.The payee described above “(Payee”) hereby authorizes IVT Logistics Worldwide Corp (“IVT LOGISTICS WORLDWIDE INC.”) to initiate automated clearing house (“ACH”) credit entries to the financial institution set forth below in payment of invoices issued by Payee to IVT LOGISTICS WORLDWIDE , INC. or to any corporation or other entity controlling, controlled by, or under common control with, IVT LOGISTICS WORLDWIDE, INC. This authorization will remain in full force and effect until IVT LOGISTICS WORLDWIDE, INC. receives written notification of termination and has a reasonable period of time (not less than ten (10)business days) to act upon such notice. Payee will provide remittance information in the format requested by, IVT LOGISTICS WORLDWIDE INC.

2. IVT LOGISTICS WORLDWIDE, INC. will not be liable to Payee and Payee will not be liable to IVT LOGISTICS WORLDWIDE, INC. for any special consequential, indirect or punitive damages arising out of this agreement, whether or not (a) any claim for such damages is based on tort or contract or (b) either party knew or should have known the likelihood of damages in any circumstances.

3. Payee agrees to cooperate with IVT LOGISTICS WORLDWIDE, INC. in any arbitration or judicial proceeding to which IVT LOGISTICS WORLDWIDE, INC. is a party involving any transactions authorized in this Agreement.

4. This agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to its choice of law provisions. Payee submits to the nonexclusive jurisdiction of any state of federal court located in Kingsburg or Fresno County in connection with any dispute arising out of this agreement

|  |  |
| --- | --- |
| Bank Name | City, State |

|  |  |
| --- | --- |
| Routing Number | Bank Account Number |

|  |  |
| --- | --- |
| Authorized Signature | Date |

Include your voided check here

AGREEMENT FOR MOTOR CONTRACT CARRIER SERVICES

THIS AGREEMENT is entered into this \_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between IVT LOGISTICS WORLDWIDE, INC., a California Corporation, whose main offices are located in Parlier, California, (“BROKER”), a Registered Property Broker, Lic. No.MC-45762, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. MC- (“CARRIER”); collectively, the “Parties.”

# CARRIER REPRESENTS AND WARRANTS THAT IT:

* 1. Is a Registered Motor Carrier of property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
	2. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
	3. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
	4. Agrees that a Shipper’s insertion of BROKER’s name as the carrier on a bill of lading shall be for the Shippers convenience only and shall not change BROKER’s status as a property broker or CARRIER’s status as a motor carrier.
	5. Is in, and shall maintain compliance during the terms of this Agreement, with all applicable Federal, state and local laws relating to the provision of its services including, but not limited to: transportation of hazardous materials, (including the licensing and training of drivers), as defined in 49 CFR §172.800, §173, and 397 et. seq., to the extent that any shipments hereunder constitute hazardous materials; is duly registered with the Federal Motor Carrier Safety Administration (FMCSA) as a for-hire carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation and temperature requirements for transporting food and other perishable products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers, all applicable insurance laws and regulations, including, but not limited to workers’ compensation.
	6. Will notify BROKER immediately if CARRIER’s Federal Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of ownership of CARRIER; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
	7. Does not have an “Unsatisfactory” safety rating issued by the FMCSA, U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory,” “Conditional,” “Unfit,” or “Marginal.” CARRIER shall be responsible for 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.
	8. Authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible forpayment.
	9. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

# DRIVERS AND EQUIPMENT:

* 1. CARRIER shall ensure that all drivers possess all skills and knowledge necessary for the safe and efficient operation of its equipment and any other equipment tendered for transportation by Broker. Further, all drivers shall comply with the licensing requirements as required by Title 13 Code of California Regulations, § 1229, and the applicable requirements under the FMCSA rules. Lessor shall ensure no driver exceeds the maximum driving times specified in Title 49 Code of Federal Regulations, § 395.1 et seq. or Title 13 Code of California Regulations, section 1212.5, as applicable or as provided by Canadian authorities whose jurisdiction is within CARRIER’s route/trip.
	2. CARRIER shall ensure that pursuant to Cal. Veh. Code § 34501.12(e), that its equipment shall be (1) in safe mechanical and operating condition, free of defects, latent or otherwise, (2) fully licensed for operation in the State of California, and (3) is in full compliance with all local, state and federal licensing conditions and safety requirements imposed by the State of California and the United States Department of Transportation (“DOT”) regarding the operation, inspection, repair and maintenance of the its equipment, including the emissions limitations imposed by the Clean Ports program of the Ports of Los Angeles and Long Beach and the California Basic Inspection of Terminals (“BIT”) program, and all other applicable laws, regulations, and ordinances of federal, state or municipal authorities having jurisdiction over the operations of Carrier, throughout the term of this Agreement, and that the equipment is properly configured to safely load, transport, and unload the shipments tendered by BROKER.
	3. CARRIER shall ensure that all equipment and loads comply with the environmental standards of any and all jurisdictions on its route and must act in accordance with these environmental standards. All equipment provided for the transportation of food or food grade products will comply with the requirements of The Sanitary Food Transportation Act. CARRIER will not supply equipment that has been or will be used for the transportation of any waste of any kind, garbage, hazardous waste, solid or liquid, regardless of whether they meet the definition in 40 CFR §261, or other commodity that might adulterate or contaminate food or food products.
	4. Drop Trailer/Interchange. In the event that CARRIER participates in a drop trailer arrangement for the benefit of any BROKER’s customers or vendors, CARRIER agrees that it shall address all damage or liability issues directly with the responsible customer or vendor. CARRIER agrees that BROKER shall only be responsible for the direct acts of its employees, and not for the actions of customers, lumpers, draymen, or other carriers, or any other third party. If CARRIER agrees to interchange equipment to another carrier or to use the equipment owned by a third party, CARRIER, will address any interchange agreement directly with that motor carrier or equipment owner.
	5. Equipment Use/Commingling. CARRIER agrees not to commingle or consolidate any freight tendered by BROKER with the freight of any of CARRIER’s other customers. Regarding the individual tenders accepted by CARRIER from BROKER, CARRIER’s equipment shall be dedicated to moving the specific load accepted by CARRIER, for the duration of such move, in accordance with each Confirmation.

# PERFORMANCE AND DELIVERY TIME: CARRIER acknowledges that individual Cargo tendered by BROKER may have specific requirements regarding pickup, transportation, and delivery times. CARRIER shall consider such requirements prior to accepting an offer from BROKER. Once CARRIER accepts a load tendered by BROKER, CARRIER agrees to perform all transportation services pursuant to all such requirements or within a reasonable time, whichever may be applicable, recognizing that time is of the essence.

# BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 CFR §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is/are loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

# CARRIER’S CARGO LIABILITY, LOSSAND DAMAGE CLAIMS:

* 1. CARRIER shall have the sole and exclusive care, custody and control of the shipments tendered by BROKER from the time CARRIER picks up a shipment until delivery to the consignee. CARRIER shall be liable to BROKER for actual loss and damage to shipments, and for delayed deliveries, arising from CARRIER’s performance of or failure to perform the services required by this Agreement; provided, however, that CARRIER shall not be liable for loss, damage, or delay to shipments caused solely by an act of God, public enemy, acts of war, insurrection, riot, inherent vice of the Shipment, or the negligence of BROKER or its customer, in which case CARRIER has the burden of proving applicability of the exception. Any seals applied to trailer are not to be broken or removed prior to delivery at destination without prior written consent from BROKER.
	2. CARRIER shall be liable for the full, actual value of the shipments tendered by BROKER to CARRIER. No released value rates, or other limitations of cargo liability, shall be valid or enforceable against BROKER or its customers unless expressly agreed to by BROKER in a signed writing separate from any bill of lading or other delivery receipt issued by CARRIER.
	3. BROKER may file a claim for loss or damage to shipments delivered or not delivered. Within ninety (90) days of receiving a claim from BROKER for loss, damage, or delay, CARRIER shall pay or deny the claim (in which case the reasons for denial shall be fully explained), or make a firm compromise offer.
	4. In the event branded or labeled good are damaged, BROKER’s customer may determine, in its sole discretion, whether the goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of BROKER’s claim against CARRIER. If BROKER’s customer permits its goods to be salvaged and CARRIER pays the full, actual value of the damaged goods CARRIER may retain custody of the goods after removing all identifying marks or labels.
	5. CARRIER shall comply with 49 CFR § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvages; and CARRIER’s liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C.§14706.
	6. Notwithstanding the terms of 49 CFR § 370.9, CARRIER shall pay, decline or make a settlement offer in writing on all cargo loss or damage claims within 30 (thirty) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
	7. CARRIER’s indemnification liability for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability under this Paragraph 5.

# INSURANCE:

* 1. CARRIER is obligated under 49 U.S.C. § 13906 to ensure that adequate insurance is maintained for the protection of the public. In accordance with industry standards and BROKER’S customer requirements, as well as 49 C.F.R. § 387.9, CARRIER agrees to obtain and continue in effect during the term of this agreement the following minimum insurance coverages:
		1. $1,000,000 – Public & general liability;
		2. $1,000,000 - General/Automobile Liability (motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability);
		3. $100,000 – Cargo damage/loss
		4. $30,000 Trailer Interchange or Unidentified Trailer, to cover damage to attached containers.
		5. Worker's compensation insurance as required by law.
	2. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing no less than a A- rating, thirty (30) days advance notice of cancellation or termination, unless otherwise agreed, subject to the above minimum limits. Nothing in this Agreement shall be construed to avoid CARRIER’S liability due to any exclusion or deductible in any insurance policy. Upon request of BROKER, CARRIER shall furnish to BROKER written certificates obtained from each insurance carrier showing that the required insurance has been procured.
	3. CARRIER shall cause the required insurance to be procured naming BROKER as “additional insured” on any Public Liability, General Liability and/or Automobile liability policies, and as “loss payee” on the Cargo policy. CARRIER’s liability for cargo loss or damage described in Section 5 above and its indemnification described in Section 7 below will not be reduced or limited by the actual insurance policy limits that CARRIER chooses to purchase.

# CARRIER’S INDEMNIFICATION: CARRIER shall indemnify, defend, and hold BROKER, its customers, consignors, and consignees, and their respective parent, subsidiaries, affiliates, employees, officers, directors and agents harmless from and against any and all losses, harm, injuries, damages, claims, costs, expenses, and liabilities (including reasonable legal fees) arising from, or in connection with services provided by CARRIER, its employees, agents, and contractors, unless resulting directly from the negligence or willful act or omission of BROKER or its customers and their consignors or consignees and their respective parent, subsidiaries, affiliates, employees, officers, directors and agents.

# CONTRACT TERM AND TERMINATION: This Agreement shall be effective as of the date written above and shall continue for a period of one (1) year. This Agreement shall thereafter continue in effect from year to year on the same terms and conditions, unless terminated by either party. Either party shall have the right to terminate this contract upon thirty (30) days’ prior written notice to the other party.

# SHIPMENTS TO BE TENDERED BY BROKER: BROKER hereby agrees to tender shipments to CARRIER as its needs require for transportation in Interstate or Intrastate. CARRIER obligated to accept any Load offered by BROKER. CARRIER is free to reject any Load tendered without penalty. Once CARRIER has accepted Load, CARRIER is obligated to complete the agreed upon transportation service.

# INDIVIDUAL SHIPMENT COMPENSATION AND TERMS

* 1. Compensation shall be paid to CARRIER solely and exclusively by BROKER, and not by BROKER’s customers on all shipments tendered to CARRIER under this Contract. CARRIER shall be compensated by BROKER based on the following:
		1. CARRIER and BROKER may orally agree upon the rate or compensation to be paid to CARRIER for, and the terms and conditions applicable to, any shipment tendered by BROKER under this Agreement. BROKER shall subsequently confirm the oral agreement by issuing a confirmation to CARRIER in written or electronic format (“the Confirmation”) that sets forth the rates, terms, and conditions agreed upon. Unless CARRIER objects to the contents of the Confirmation within twenty-four (24) hours of receipt, CARRIER shall be deemed to have assented to the Confirmation, which shall be binding. Each Confirmation shall be incorporated into and considered to be part of this Agreement, and the parties agree to retain all such confirmations for at least three (3) years subsequent to the expiration of this Agreement, or longer to the extent required by law. Unless the rate for any shipment is agreed to by CARRIER and stated on the Confirmation, the rates and charges for the shipment shall be computed at $.80 per load mile.
		2. CARRIER and BROKER may agree in a separate agreement, to apply a discount to the rates and charges set forth in this Agreement and all applicable Confirmations, which separate agreement (“Discount Agreement”), shall be incorporated into and considered to be part of this Agreement. If the parties agree to enter into a Discount Agreement, the discounted amount shall be the compensation owed to CARRIER for shipments covered by the Discount Agreement without additional notation on any Confirmation issued by BROKER. CARRIER agrees that any tariffs, circulars, pricing authorities, and/or similar documents that it publishes shall not apply to the transportation services provided by CARRIER under this Agreement, unless any such tariff, circular, pricing authority or similar document is expressly incorporated into this Agreement or into a Confirmation.
1. PAYMENT OF RATES AND CHARGES:
	1. Within twenty (20) days after BROKER’s receipt of CARRIER’s delivery receipt (or as otherwise provided by a Discount Agreement), BROKER shall pay CARRIER the rates and charges applicable to the shipment. In exchange for BROKER’s guarantee of prompt payment, and other good and valuable consideration, CARRIER (i) appoints and designates BROKER as its agent for the purpose of billing and collection of freight charges; (ii) CARRIER waives any and all rights to claim, demand, or pursue payment from any person other than BROKER for any shipment tendered pursuant to the Agreement; (iii) agrees not to contact BROKER’s customers, consignors, consignees or any party other than BROKER concerning payment for transportation services ;and, (iv) agrees to indemnify, defend, and hold BROKER, its customers, consignees harmless from any claim or demand made by any subcontractor of carrier or other party for payment for transportation services related to a shipment tendered under this Agreement.
	2. In its sole discretion, BROKER may withhold compensation owed to CARRIER to satisfy claims or shortages arising out of this or other Agreements with CARRIER, or to satisfy advances made to, or on behalf of, CARRIER. BROKER’s withholding of compensation shall not allow or permit CARRIER to seek payment from BROKER’s customers, consignors, consignees, or any other third party, and CARRIER agrees that it shall not, under any circumstances, claim, demand, or pursue payment from BROKER’s customers, consignors, consignees, or other parties for transportation services provided hereunder.
	3. Any claim for overpayment or underpayment for transportation services provided pursuant to the Agreement shall be presented by the party asserting the claim to the other party within sixty (60) days of discovery of the claim, but in no event will any such claim(s) be asserted more than one hundred eighty (180) days after the delivery of the shipment or shipments giving rise to any such claim. Claims shall be supported by appropriate documentation showing the amount of the overcharge or the undercharge, as the case may be. The parties shall pay, deny, or make a firm compromise offer within forty-five (45) days of receiving a claim. Any civil action to recover overcharges or undercharges shall be instituted within (18) months of the date of delivery of the shipments comprising the overcharge or undercharge claim.
	4. CARRIER will pay all licenses, fees, taxes, fuel tax payments, road tax, equipment use fees or taxes, equipment license fees, driver’s license fees, tolls and any other fees and fines that may be assessed on its equipment or its operators.
	5. CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any reasonable third party on receipt of payment from BROKER.
2. CARRIER’S OPERATING AUTHORITY AND SAFETYRATING:
	1. CARRIER represents and warrants that all transportation performed under this Agreement shall be contract carriage. CARRIER warrants that it shall notify BROKER in the event of any such suspension, cancellation, termination, or withdrawal of its operating authorities, in which event BROKER shall have the right to terminate this Agreement immediately upon written notice to CARRIER.
	2. CARRIER further represents and warrants that it shall at all times maintain a U.S. DOT safety rating that is “satisfactory” or “unrated”; and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory,” “Conditional,” “Unfit,” or “Marginal.” CARRIER shall be responsible for 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.
3. COMPLIANCE WITH LAWS: CARRIER agrees that all transportation services will be performed in full compliance with Federal, State laws or regulations governing its operations and the regulations of the Federal Department of Homeland Security (“DHS”), the Transportation Security Agency (“TSA”), as well as any legislation and related programs designated to protect transportation activities from terrorist attacks, such as the Customs - Trade Partnerships Against Terrorism and the Free and Secure Trade initiative. CARRIER agrees to indemnify BROKER for any fines, costs, claims, liability or expenses that BROKER may incur and that arise out of violations of any applicable laws and regulations during CARRIER’s performance under this Agreement.
4. SHIPMENT INSTRUCTIONS: At the time each shipment is received by CARRIER from BROKER’s customer, CARRIER will request and obtain instructions concerning all handling, securing and freight protection requirements, including specifications noted on the bill of lading, on shipment instructions, or as otherwise may be provided. CARRIER is responsible for insuring that all freight is properly blocked and braced for transportation pursuant to any and all applicable standards, unless tendered to CARRIER in a pre-loaded, sealed trailer, in which case CARRIER shall note the seal numbers on the bill of lading or receipt. The goods being shipped shall be considered to be in apparent good order and condition, unless otherwise indicated by CARRIER or receiver on the bill of lading.
5. BROKER’S COMPENSATION: CARRIER shall not claim or demand, in whole or in part, BROKER’S commissions earned by BROKER on shipments tendered under this Agreement. BROKER shall not be required to disclose the amount of its BROKER’S commission to CARRIER, and CARRIER expressly waives its rights to receive and review information, including BROKER’S commission information, pursuant to 49 CFR §371.3.
6. INDEPENDENT CONTRACTOR: CARRIER is an independent contractor and shall exercise exclusive control, supervision, and direction over (i) the manner in which transportation services are provided; (ii) the persons engaged in providing transportation services; and, (iii) the equipment selected and used to provide transportation services. CARRIER shall have full responsibility for the payment of local, state, and federal payroll taxes, workers compensation and other social security and related payment requirements with respect to all persons engaged in the performance of transportation services. This Agreement does not create, not shall it be deemed to create a partnership, joint venture, or agency relationship between BROKER and CARRIER or otherwise create a *de facto* or *dejure* partnership, joint venture or agency relationship. Under no circumstances shall employees or agents of CARRIER be deemed employees or agents of BROKER, nor shall BROKER be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of CARRIER. In addition, neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either Party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.
7. BILLS OF LADING AND DELIVERY RECEIPTS: CARRIER will issue and sign a standard, uniform straight bill of lading or other receipt (“Receipt”) acceptable to BROKER and BROKER’s customers upon acceptance of a shipment for transportation. If CARRIER permits the shipper to prepare the bill of lading, CARRIER warrants that it shall ensure that the bill of lading properly names CARRIER as the “CARRIER” on the load prior to signing it, and shall strike through and correct any erroneous designation of any other person as “CARRIER” (including BROKER) on the bill of lading. Any terms and conditions written or printed on the Receipt shall have no effect against BROKER, unless specifically agreed to by BROKER in this Agreement or in a separate signed writing apart from the Receipt. The Receipt issued or executed by CARRIER shall be prima facie evidence of receipt of the shipment in good order and condition by CARRIER unless otherwise noted on the face of said document. CARRIER shall submit an original copy of the Receipt to BROKER evidencing delivery of the shipment unless otherwise instructed by BROKER in which case CARRIER shall retain custody of the Receipt and provide it to BROKER upon request. If CARRIER fails to maintain and provide the Receipt, CARRIER assumes all risks of loss resulting from the failure to prove good delivery.
8. FACTORING: CARRIER shall provide BROKER written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this Contact thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the name and address of assignee/transferee, date, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by BROKER. CARRIER shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time, and no multiple assignments, factoring or transfers by the CARRIER shall be permitted. CARRIER shall indemnify BROKER against and hold BROKER harmless from any and all lawsuits, claims, actions, damages, (including reasonable attorneys’ fees, obligations, liabilities and liens) arising or imposed in connection with the assignment or transfer of any account or right arising thereunder where the CARRIER has not complied with the notification assignment requirements of this section. CARRIER also releases and waives any right, claim or action against BROKER for amounts due and owing under this Agreement where CARRIER has not complied with the notice requirements of the section.
9. SUBCONTRACTORS:
	1. CARRIER specifically agrees that it shall be the party solely responsible for operating the equipment necessary to transport commodities under this Agreement and that it shall not, in any manner, sub-contract, broker or tender to any third party for transportation any freight tendered to CARRIER pursuant to this Agreement. In the event that CARRIER violates this paragraph, and employs any subcontractor or other person for the performance of all or any portion of the services required hereunder to be performed by CARRIER, CARRIER shall be and remain liable to BROKER under the terms of this Agreement including, without limitation, liability for loss, damage or delay of any shipments, whether such loss, damage or delay occurred while such shipment was in the possession of CARRIER or such subcontractor or other person. CARRIER shall be solely and exclusively responsible to pay any charges of any subcontractor or other person and agrees to indemnify and defend BROKER and its customers from and against any claims made by any such subcontractor or other person in connection with its provision of services required to be performed by CARRIER hereunder. In addition to the indemnity obligation provided herein, CARRIER will also be liable for any consequential damages that may result due to CARRIER’s violation of this Paragraph.
	2. Notwithstanding the terms of this provision, if CARRIER violates this Agreement and co-brokers any freight tendered to CARRIER pursuant to this Agreement, BROKER may, in its sole discretion, do one or more of the following: (a) terminate this Agreement and BROKER’s relationship with CARRIER; and/or (b) require the CARRIER to immediately provide security (cash, bond or letter of credit) in a minimum amount of $50,000, or such greater amount required by BROKER, to secure CARRIER’s liability to carriers it engages. CARRIER further acknowledges and agrees that BROKER may, in its sole discretion, withhold payment to CARRIER and make payment directly to carriers it engages.
10. NON-SOLICITATION: CARRIER agrees to treat all of BROKER’s customers as BROKER’s accounts during the term of this Agreement. CARRIER further agrees that it will not directly or indirectly contact, communicate with or deal with any account referred to it by BROKER during the term of this Agreement. If this Agreement is terminated for any reason whatsoever, CARRIER agrees not to solicit freight or provide transportation services to any of BROKER’s accounts for a period of eighteen (18) months after the termination date of this Agreement. In the event that CARRIER breaches this provision, CARRIER shall be liable to BROKER for a commission in the amount of ten percent (10%) of the gross revenue received by CARRIER on any freight so transported by CARRIER for any of BROKER’s accounts during the eighteen (18) month period following the date of termination of this Agreement. CARRIER shall also be liable for all costs and reasonable attorney’s fees incurred by BROKER to enforce the terms of this Agreement. The provisions of this paragraph shall be applicable to CARRIER and its officers, directors, shareholders, employees, agents, drivers, owner operators, subsidiaries and affiliates.
11. **C**OMMUNICATIONS AND CONFIDENTIALITY:
	1. CARRIER and BROKER shall endeavor to communicate by the most effective and efficient means to exchange information, including instructions, rates, equipment, shipment location, and other information helpful or necessary to achieve the intentions of the Parties herein. Such communications and information transmission presently includes telephone, telecopier, software, email, internet, electronic data interchange, text message, voicemails, satellite, and information received from third parties (including affiliates of BROKER, outside billing companies and freight payment entities), but this is not intended to be limiting the manner of future communications as they develop.
	2. All information furnished by one Party to the other in the course of performing work or rendering services under this Agreement shall be deemed to be the confidential and proprietary information of the disclosing Party and/or its customers. The Party receiving information agrees not to disclose any such information unless required to do so by order of court or other legally constituted tribunal, nor to use such information other than in performance of work and/or services under this Agreement. CARRIER agrees not to use BROKER or BROKER’s customers’ names for promotional or other purposes without prior written consent.
12. ASSIGNMENT: Neither party shall assign this Agreement or any rights hereunder without the prior written consent of the other party, except that BROKER may assign this Agreement to any of its parent, subsidiary or related companies, or to any surviving company in a merger or acquisition. Any assignment made pursuant to this paragraph shall be binding upon all assigns, heirs, and successors of the assigning party.
13. NOTICES: Except for regular business communications which may be transmitted through procedures established by agreement or acquiescence, all notices made hereunder shall be provided in writing and delivered by facsimile, certified mail, or overnight courier. Notices transmitted by facsimile shall be deemed received as of the date and time of confirmation printed by sender’s machine. Notices transmitted by certified mail or overnight courier shall be deemed received as of the date and time signed for by recipient, Notices shall be addressed to the respective parties as set forth above.
14. FORCE MAJEURE: Neither BROKER nor CARRIER shall be liable for any delay in the performance of their respective obligations under this Agreement resulting from any force majeure, including, but not limited to, acts of God, acts of Government or other civil or military authorities, acts of terror, war or riots. In the event of a force majeure, the affected party shall notify the other party in writing within two business days, stating the reasons for the inability to comply with the provisions of this Agreement, and the expected duration of the force majeure.
15. NO LIEN: CARRIER shall have no lien, and hereby expressly waives its right to any lien in any cargo, freight, or property of BROKER or any of its customers, consignors or consignees.
16. MISCELLANEOUS:
	1. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understanding, either oral or written.
	2. This Agreement may be executed in one or more counterparts and each such counterpart shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.
	3. In the event either party incurs attorney/lawyers’ fees, costs, or expenses in enforcing any of the provisions of this Agreement, or in exercising any right or remedy arising out of any breach of this Agreement by the other party, the prevailing party shall be entitled to receive attorney/lawyer fees, costs, and expenses from the other party.
	4. Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501(c), the Parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. The parties further agree that all disputes arising under this Agreement shall be submitted to the jurisdiction of Fresno County Superior Court in California.
	5. With the exception of additional operational requirement and/or shipping instructions set forth in the Confirmation and/or associated written instruction issued by BROKER, no modification of this Agreement and waiver of any of its terms shall be valid or binding unless made in a writing duly executed by the authorized representatives of both parties.
	6. If any provision of this Agreement held to be invalid under the laws of the Federal Government, any State Province, Territory, Municipality or any other jurisdiction having authority, such provision will be deemed to have to effect but all other provisions of this Agreement shall remain in full force and effect.
	7. The Parties have entered into this Agreement pursuant to 49 U.S.C. § 1410(b) for the purpose of providing and receiving transportation services under the rates and conditions set forth in this Agreement. The Parties expressly waive any and all rights and remedies permitted to be waived under the Interstate Commerce Commission Termination Act, to the extent that such rights and remedies are inconsistent with any of the provisions of this Agreement.
	8. ARBITRATE AND DISPUTE RESOLUTION: BROKER and CARRIER agree to timely notify the other person and mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to arbitration or court action. If any dispute or claim is not resolved through mediation, or otherwise, BROKER and CARRIER may mutually agree to submit disputes to binding individual arbitration by the procedures and rules set forth in the California Arbitration Act (California Code of Civil Procedure Section 1280, et seq.).

[SIGNATURES ON FOLLOWING PAGE]

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

IVT LOGISTICS WORLDWIDE

(BROKER) (CARRIER)

Authorized Signature

KENNY BRETT Printed Name:

SIGNATURE ON FILE

Title:

Company Address: Company Address:

PO BOX 590

KINGSBURG, CA 93631

Phone: 559-646-2000 Phone:

Fax: 559-646-2013 Fax:

Email: Accounting@ivtlogistics.com Email:

 Carrier MC #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



559-646-2000 P.O. Box 590

Fax: 559-646-2013 Kingsburg, CA 93631

Notice of Requirement for Carriers to Comply with California Air Resources Board’s

Transport Refrigeration Unit Airborne Toxic Control Measure

IVT Logistics Worldwide, Inc. requires all refrigerated carriers to comply with the regulations of the California Air Resources Board’s (ARB) Transportation Refrigeration Unit (TRU or reefer) Airborne Toxic Control Measure (ATCM or Regulation). More information is available at [http://www.arb.ca.gov/diesel/tru/tru.htm .](http://www.arb.ca.gov/diesel/tru/tru.htm)

As a carrier hired to supply refrigerated transport services to IVT Logistics Worldwide, Inc., you must certify to us that you will only dispatch reefers which comply with the ARB’s TRU ATCM in-use performance standards for transporting perishable goods on California highways or railways.

All California-domiciled carriers are required to be registered in the ARB’s Equipment Registration (ARBER) system. If you are a carrier based outside of California and have not registered your reefers in ARBER, we strongly recommend that you register the reefers you plan to dispatch to California. If you are a refrigerated carrier that wants to be hired by Sequoia Transportation Services, Inc., you must have an ARBER Certification Page for each reefer that you plan to dispatch for transporting perishable goods to show compliance with the in-use standards. Before we hire you, you must send a copy of your ARBER Certification Pages to IVT Logistics Worldwide Inc. for the reefers you plan to dispatch to California.

Please be advised that effective January 1, 2013, load tenders from our transportation management system and our bills of lading will contain the following statement, which is your further certification of compliance.

Carrier or its agent certifies that any TRU equipment furnished will be in compliance with the in-use requirements of the California TRU regulations.

You driver’s signature on the bill of lading is an acknowledgement of the above statement and certification that equipment being offered for loading is in compliance.

Please sign and return a copy of this letter certifying your organization’s acceptance and attach Certification Pages for each reefer you plan to dispatch to California. Kenny Brett

Carrier Company Name Authorized Representative Signature Date

Sincerely,

Kenny Brett

President

****

**P.O. Box 590**

**Kingsburg, CA 93631**

**(559) 646-2000 Voice**

**(559) 646-2013 Fax**

**Worker’s Compensation Declaration**

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

MC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Please check (A) **or** (B), sign the certification, include your MC #number in the spaces provided and return at once to the address or fax number above.

1. \_\_\_\_\_ I certify that the above DMV/DOT regulated highway carrier DOES NOT EMPLOY any person in any manner so as to become subject to the Worker’s Compensation laws of California, and that if, in the future the carrier does employ any person in any manner so as to become subject to the Worker’s Compensation Laws of California, I shall promptly file with the DMV and Broker a certificate of Worker’s Compensation Insurance coverage or a certificate of consent to self-insure by the Director of Industrial Relations.
2. \_\_\_\_\_ I certify that the above DMV/DOT regulated highway carrier DOES EMPLOY person(s) in a manner to become subject to the Worker’s Compensation laws of California, and I shall promptly file with the DMV and Broker a certificate of Worker’s Compensation Insurance coverage or a certificate of consent to self-insure by the Director of Industrial Relations.

**Certification**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name Title

****

**P.O. Box 590**

**Kingsburg, CA 93631**

**(559) 646-2000 Voice**

**(559) 646-2013 Fax**

**Motor Carrier Permit**

Federal MC Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the undersigned, certify that ­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Contracted Carrier’s Name)

Holds a Motor Carrier of Property Permit, Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (CA #)

which is valid through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a copy of which I have attached.

 (Date)

I further certify that I or a Company officer will immediately notify users of this company’s

services if the permit is suspended, revoked, or are otherwise rendered invalid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Driver’s License #

One copy of this certificate shall be provided to the person for whom services are provided (the contracting motor carrier): one copy shall be retained by the motor carrier of property (the contracted motor carrier). Copies shall be retained by both parties for the duration of the contract or period of service plus two years and shall be presented for inspection upon the request of an authorized employee of the California Highway Patrol or the Department of Motor Vehicles.