



## **CARRIER SET-UP PACKET**

### **COMPANY INFORMATION**

#### **ADDRESS:**

1803 TONI LN.  
MISSION, TEXAS 78572  
[www.bamlogisticsfs.com](http://www.bamlogisticsfs.com)

PHONE: 956-517-1200  
FAX: 956-377-1176

**MC# 59561**

**USDOT# 3068438**

**FEDERAL ID# 82-3379731**

#### **ACCOUNTS PAYABLE:**

[accounting@bamlogi.com](mailto:accounting@bamlogi.com)

### **WHAT WE NEED BACK:**

- \*Certificate of Insurance listing BAM LOGISTICS FREIGHT SOLUTIONS LLC. as certificate holder
- \*Completed Carrier Information Sheet
- \*Completed W-9
- \*Signed Broker/Carrier Agreement
- \*Copy of Carrier FMCSA Authority
- \*Copy of Worker's Compensation Insurance or our signed waiver form
- \*Completed references page

### **INSURANCE REQUIREMENTS:**

- \*Minimum \$1,000,000 General Liability
- \*Minimum \$100,000 Cargo

**24/7 DISPATCH**



1803 TONI LANE, MISSION, TX. 78572  
PHONE: 956-517-1200 FAX: 956-377-1176

**CARRIER INFORMATION SHEET**

PLEASE USE YOUR COMPANY'S LEGAL NAME **AND** DBA NAME IF ONE EXISTS

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

DBA NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PH: \_\_\_\_\_ FAX: \_\_\_\_\_

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

EIN#: \_\_\_\_\_

FACTORING COMPANY NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HOW MANY DRIVERS? \_\_\_\_\_ SOLO \_\_\_\_\_ TEAM

HOW MANY TRUCKS? \_\_\_\_\_ YEAR

HOW MANY TRAILERS? \_\_\_\_\_ VAN 48' \_\_\_\_\_ VAN 53' \_\_\_\_\_ REF 48' \_\_\_\_\_ REF 53'

\_\_\_\_\_ FB 45' \_\_\_\_\_ FB 53' \_\_\_\_\_ SDECK 48' \_\_\_\_\_ SDECK 53'

YEAR OF TRAILER(S)? \_\_\_\_\_

TYPE OF COMMUNICATION WITH DRIVERS \_\_\_\_\_

TRAFFIC LANES \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CARRIER PAYMENT POLICY AND PROOF OF DELIVERY

PLEASE E-MAIL ALL FINAL BILLING PAPERWORK TO : [accounting@bamlogi.com](mailto:accounting@bamlogi.com)

OR FAX TO: 956-377-1176

### STANDARD PAY:

BAM LOGISTICS FREIGHT SOLUTIONS LLC. offers our carriers net 30 day pay terms once all necessary paperwork listed below is collected.

1. Your Invoice - must match the signed rate confirmation
2. Signed Rate Confirmation
3. The original or a legible copy of the signed BOL and proof of delivery
4. All reimbursable receipts - must have documentation of Broker approval via updated rate confirmation for reimbursement to be valid

Please mail documents to:

**BAM LOGISTICS FREIGHT SOLUTIONS LLC.  
1803 TONI LN.  
MISSION, TX. 78572**

### QUICK PAY:

Our 3 Day Quick Pay Program allows you to receive faster payment than our standard terms in exchange for a 3% discount. A 3% **discount** will be taken from your invoice total and all charges are subject to applicable discount. Invoices sent after 11 a.m. will be processed next business day.

**Quick Pay is NOT available for:**

- \*Carriers with Factoring Companies
- \*International Bank Accounts

### METHODS OF PAYMENT:

Please check which method of payment you prefer

\_\_\_\_\_ Paper Check      \_\_\_\_\_ EFS Check      \_\_\_\_\_ Direct Deposit

**\*WE DO NOT OFFER FUEL ADVANCES**

## BAM LOGISTICS FREIGHT SOLUTIONS LLC

1803 TONI LN.  
MISSION TEXAS 78572

### Agreement: ACH Authorization for CREDIT transactions

This **Agreement** governs ACH transactions initiated by **BAM LOGISTICS FREIGHT SOLUTIONS LLC** to credit the **Company** indicated below. Both parties agree to be bound by NACHA Operating Rules as they pertain to all ACH transactions initiated by **BAM LOGISTICS FREIGHT SOLUTIONS LLC** that credit the **Company** bank account listed below, and acknowledge that the origination of ACH transactions to the listed account must comply with provisions of U.S. law.

This **Agreement** provides authorization for Credit transactions to be initiated by **BAM LOGISTICS FREIGHT SOLUTIONS LLC** when individually authorized using the methods designated below. This **Agreement** will remain in effect until **Company** cancels it in writing. Both parties agree that this **Agreement** in conjunction with any of the designated methods constitutes authorization to credit **Company's** business bank account, and **Company** agrees not to dispute any credits with its bank provided the transaction(s) correspond to the terms indicated in this **Agreement**.

**Please complete the information below:**

Company Name \_\_\_\_\_ (Company)

Billing Address \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Company Name on Account: \_\_\_\_\_

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

Bank Account Number: \_\_\_\_\_

Bank Routing #: \_\_\_\_\_

Bank City/State: \_\_\_\_\_

This Business Bank Account is Enabled for ACH Transactions ☐ Yes ☐ No

Individual Transaction or Recurring Schedule Authorization Methods (check all that apply):

☐ Phone ☐ Fax ☐ Email ☐ Written ☐ Other \_\_\_\_\_

**I authorize **BAM LOGISTICS FREIGHT SOLUTIONS LLC** to initiate ACH Credits to the bank account indicated above, provided each transaction is initiated according to the terms of this Agreement.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

I certify that I am an authorized representative of the Company indicated above and that I have the authority to enter into this Agreement on the Company's behalf. Company understands that this authorization will remain in effect until it is canceled in writing, and agrees to notify **BAM LOGISTICS FREIGHT SOLUTIONS LLC** in writing at least 15 days in advance of any changes in its account information or termination of this authorization. Company understands that because these are electronic transactions, these funds may be withdrawn from its account as soon as the date an individual transaction is authorized, and that it will have limited time to report and dispute errors. Company has certified that the above business bank account is enabled for ACH transactions, and agrees to reimburse **BAM LOGISTICS FREIGHT SOLUTIONS LLC** for all penalties and fees incurred as a result of Company's bank rejecting ACH credits as a

result of the account not being properly configured for ACH transactions. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.



# 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) <b>Bam Logistics Freight Solutions</b> <b>1803 Toni Ln</b> <b>Mission, Tx 78572</b>
6 City, state, and ZIP code	
7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ef9](http://www.irs.gov/ef9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1096 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



### **WORKER'S COMPENSATION WAIVER FORM**

As a requirement to do business with BAM LOGISTICS FREIGHT SOLUTIONS LLC., all service providers must abide by the Worker's Compensation Laws as governed by their applicable state. To meet our requirements, BAM LOGISTICS FREIGHT SOLUTIONS LLC., will need evidence that your company has an active Worker's Compensation policy. In the event that your company is not required to carry Worker's Compensation, or in the event that your company does not carry Worker's Compensation, you are required to sign the Indemnify and Hold Harmless statement below. Please send a copy of your certificate of insurance evidencing your Worker's Compensation coverage, or sign this form.

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(please print your company name)

understands and agrees that BAM LOGISTICS FREIGHT SOLUTIONS LLC. is not a carrier and that no subcontractor relationship exists between our company and BAM LOGISTICS FREIGHT SOLUTIONS LLC. We further agree that we shall indemnify and hold harmless BAM LOGISTICS FREIGHT SOLUTIONS LLC. from all losses or incidents with our employees, subcontractors, and owner operators under the category of Employer's Liability.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)





1803 TONI LN.  
MISSION, TX. 78572  
PH: 956-517-1200 FAX: 956-377-1176

### **TRADE REFERENCES**

Please provide us with two references that you have worked with.

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

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

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Contact: \_\_\_\_\_



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
December 01, 2017

**LICENSE**  
**MC-59561-B**  
U.S. DOT No. 3068438  
BAM LOGISTICS FREIGHT SOLUTIONS LLC  
MISSION, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2120-0017. Public reporting for this collection of information is estimated to be approximately 18 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-BRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

Bond Number: PB11499804115

Filer FMCSA Account Number: MC#059561

# COPY

KNOW ALL MEN BY THESE PRESENTS, that we, BAM LOGISTICS FREIGHT SOLUTIONS LLC  
(Name of Broker or Freight Forwarder)  
of 1803 TONI LN MISSION Texas 78572  
(Street) (City) (State) (Zip)  
as PRINCIPAL (hereinafter called Principal), and Philadelphia Indemnity Insurance Company  
(Name of Surety)  
a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing  
under the laws of the State of Pennsylvania (hereinafter called Surety), are held and firmly bound unto the United States of  
(State)

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 17th day of November, 2017, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 17th day of November, 2017.

## PRINCIPAL

BAM LOGISTICS FREIGHT SOLUTIONS LLC

COMPANY NAME

1803 TONI LN

MISSION

STREET ADDRESS

CITY

Texas

78572

956-598-2997

STATE

ZIP CODE

TELEPHONE NUMBER

*Baldemar Martinez - managing member*

(type or print Principal officer's name and title)

*[Signature]*

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

## SURETY

Philadelphia Indemnity Insurance Company

COMPANY NAME

231 St. Asaph's Road, Suite 100

Bala Cynwyd

STREET ADDRESS

CITY

Pennsylvania

19004

215-766-1990

STATE

ZIP CODE

TELEPHONE NUMBER

John D. Weisbrot, Attorney-in-Fact

(type or print Principal officer's name and title)

*[Signature]*

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

**COPY**





## BROKER/CARRIER AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

BAM LOGISTICS FREIGHT SOLUTIONS LLC. ("BROKER"), a Registered Property Broker,

MC-59561-B, and \_\_\_\_\_, a Registered

Motor Carrier, MC # \_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

### 1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. 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.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper's insertion of BROKER'S name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER'S status as a property broker nor CARRIER'S status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER'S payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under MAP-21 (49 U.S.C. 13901 et seq.). In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) Is in, and shall maintain compliance during the term 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 Haz-Mat qualified drivers), as defined in 49 C.F.R. 172.800, 173, and 397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; 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 alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, 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. CARRIER agrees to provide proof of compliance upon request.

(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

K. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER's customer because of CARRIER's use of non-compliant equipment.

## **2. BROKER RESPONSIBILITIES:**

A. **SHIPMENTS, BILLING & RATES:** BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop - offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in writing signed by both Parties.

D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 30 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

### 3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. § 342. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §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 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 (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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.

#### C. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall comply with 49 C.F.R. §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 salvage. CARRIER agrees that food that



has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission; and

(ii) 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 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER. and

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub-par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above.

(iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 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.

(vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above shall not exceed applicable insurance limits required by this agreement unless CARRIER is notified by BROKER or Shipper of the increased value 5 days prior to shipment pick up.

D. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

E. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

#### **4. MISCELLANEOUS:**

A. **INDEPENDENT CONTRACTOR:** The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control,



discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver 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.

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA) unless produce, then the DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER'S sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA or DNC nearest Mission, Texas or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Texas shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

(i) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy exceeds \$40,000, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but limited to any incurred on appeals.

(ii) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy does not exceed \$5,000, BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(iii) Venue, controlling law, and jurisdiction in any legal proceedings under Subps. i or ii above shall be in the State of Texas.

E. NO BACK SOLICITATION:

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of TEN percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A *et. seq.* attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

- i. Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.
- ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

I. NOTICES:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.



M. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. **FORCE MAJEURE:** In the event that either Party is prevented from performing it's obligations under this Agreement because of an occurrence beyond it's control and arising without it's fault or negligence, including without limitation, war, riots, rebellion, acts of GOD, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of it's terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

Bam Logistics Freight Solutions LLC.  
BROKER

  
Authorized Signature

Baldemar Martinez  
Printed Name

Managing Member  
Title

1803 TONI LN.  
Company Address

956-517-1200  
Phone

bfs.bm@bamlogi.com  
E-Mail

\_\_\_\_\_  
CARRIER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-Mail

**Security Seal Procedure for Food Related Material**

**Addendum A**

**Objective**

This procedure ("the Procedure") addresses the requirements for the application and removal of uniquely identified devices, such as, but not limited to seals (all such devices being referred to herein as "seals") from trailers or containers for shipments tendered to Carrier by Broker. Various statutes, rules and regulations, including, but not limited to, the Food & Drug Administration's (FDA) Final Rule pertaining to Sanitary Transportation of Human and Animal Food issued April 6, 2016 ("STF Rule") (21 CFR Section 1.900 *et seq.*), the Food Safety Modernization Act of 2011 ("FSMA") and the Sanitary Food Transportation Act of 2005 ("SFTA") have dictated that actions be taken to protect and reduce risk of contamination of all human and animal food products while the products are in transit.

Note: the reference to "driver" in this document denotes Carrier's drivers unless noted otherwise.

**General Requirements**

These procedures apply to all loads tendered to Carrier where a seal has been presented to the driver by the shipper or where the shipper has affixed a seal to the door(s) of the trailer or container. Only authorized personnel can remove the seal(s) upon arrival to the destination site unless required by in-transit inspections (DOT or other regulatory agencies, including but not limited to law enforcement) or special requirements known to Broker. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

**A. Product Loading**

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements and ensure any seals from the previous trip are removed.
2. All product whether double stacked, palletized or slip sheeted shall be appropriately blocked and braced to eliminate potential damage.
3. Once loaded, the trailer or container doors (including side doors) shall be sealed with the Shipper's uniquely identified device ("seal") and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name, etc. by the person (shipper) applying the seals.
4. The use of key or combination locks in lieu of seals for transported materials does not constitute a sealed load. Although the locks provide a greater level of security, the key protocol required to maintain lock access integrity adds another level of risk to raw material and finished product shipments. All loads must have a seal(s) securing the vehicle during transport.

**B. Product Transport**

1. If the seal is broken in the event of an in-transit regulatory inspection (DOT, Ag Dept., law enforcement, etc.) or the driver believes the load has shifted and needs to be inspected and secured, the Carrier's driver must have additional seals with him and must re-seal the door(s) after the inspection is completed and record the new seal numbers on the transport documents. Such procedures should be avoided, except in circumstances where that safe transport of the cargo is at issue. In such instances, Carrier must call Broker in advance of removing the seal (if possible without compromising safety) so that potential removal of the seal can be coordinated with the shipper or other party in interest. After affixing the new seal, the driver must also record the date, time and circumstances surrounding the in-transit regulatory inspection on the transport documents.

2. Drivers shall not leave an open, unlocked or unsealed trailer or container unattended at any time.
3. Where a shipment is being relayed by two or more drivers, the subsequent driver(s) must visually verify the trailer or container seal integrity and that the transport documents accurately record the correct seal numbers and indicate such inspection on the shipping documents.

#### C. Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify seal integrity and ensure the seal numbers match those on the driver's transport documents. Only the receiving location's designated individual may remove the seals once verified to match the driver's transport documents, and neither Carrier, nor its driver or others, shall remove a seal, except for in the immediate presence of and at the instruction of a receiver.
2. In the absence of a receiving location employee for off-shift deliveries or otherwise unattended locations, the driver assumes responsibility for the load until final inspection and subsequent receipt at the location.



**Temperature Procedure for Food Related Material**

**Addendum B**

**Objective**

This procedure ("the Procedure") addresses the requirements for the transportation of shipments tendered to Carrier by Broker when maintaining the temperature of the product is required and conveyed through written communication including but not limited to the Rate Confirmation provided by Broker or a Bill of Lading provided by the shipper. This is to ensure that all Food Related Material is shipped under FDA's Food Safety Modernization Act (FSMA) scope.

Note: the reference to "driver" in this document denotes Carriers drivers unless noted otherwise.

**General Requirements**

These procedures apply to all loads tendered to Carrier whereas there has been a written request presented to the Carrier or driver to maintain a consistent temperature within the trailer or container (reefer). The Carrier shall ensure temperature control and indicator devices are calibrated and in working condition at the specific temperature required for the product shipped. It is the responsibility of the Carrier to immediately notify Broker (a written notification must be sent after any communication via phone) when the temperature of the product may have been compromised. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

**A. Product Loading**

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements including cleanliness (free from any evidence of potential contamination) and free from structural defects.
2. The refrigerated trailer or container (Reefer) should be pre-cooled to the appropriate temperature before opening the trailer or container doors.
3. Trailer or container doors should only be opened when shipper is ready to load trailer or container.
4. Once loaded, the trailer or container doors (including side doors) shall be closed and sealed with the Shipper's uniquely identified device ("seal") and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name by the person (shipper) applying the seals (see seal procedures Addendum A).

**B. Product Transport**

1. If there is no electronic temperature warning system in place on the reefer unit, then the driver must keep a written log checking the temperature of the Reefer unit as often as possible but no less than three (3) times a day.
2. Unless otherwise stated in a rate confirmation or the bill of lading. Upon inspection, if the temperature of the Reefer unit varies from the original setting greater than two (2) degrees plus or minus, the driver must inspect the reefer unit to determine the problem. If temperature reefer unit continues to fail, then the carrier must do everything in its power to correct the problem immediately and notify Broker of the situation.

**C. Product Delivery**

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify the temperature of the reefer unit to ensure the temperature matches those on the instructions provided regarding temperature-control with respect to the cargo.
2. Driver will not open the trailer or container doors until the consignee has directed him to do so and is ready to offload the product.
3. If required and made available by the receiver, the driver must be present and witness any product temperature recording upon delivery and note the measurements on all copies of the delivering receipt.

**Trailer Requirements & Basic Cleaning Procedures**

**Addendum C**

**General Requirements**

Carrier shall comply at all times with all applicable laws and regulations pertaining to transportation of food and food related products, including (but not limited to) the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301, et seq.), the Sanitary Transportation of Human and Animal Food regulations (21 C.F.R. 1.900, et seq.) promulgated under the Food Safety Modernization Act, 49 U.S.C. 5701, and all applicable state and municipal laws and regulations, as well as such procedures as Broker may provide in writing to maintain compliance with laws and regulations, including (but not limited to) Broker's applicable transportation policies as to which Carrier has been advised in writing. Responsibility for ensuring that transportation operations are compliant with applicable laws and regulations must be assigned to competent supervisory personnel.

All vehicles and transportation equipment ("Equipment") used in transportation operations provided by Carrier for Broker shall meet Broker's Policies and the following requirements:

- (i) Must be of suitable design and manufacture for maintenance, cleaning and use in transport of food (where applicable) to prevent the food they transport from becoming unsafe or adulterated within the meaning of section 402(a)(1), (2), and (4) of the Federal Food, Drug, and Cosmetic Act;
- (ii) Must be clean, dry, odor-free, pest free and insect free, and be able to withstand sanitize cleaning;
- (iii) If used in transportation operations for Temperature Controlled for Safety (TCS) Food products, must be designed, maintained and equipped as necessary to provide adequate temperature control to prevent the food from becoming unsafe during transportation operations; and
- (iv) Must be stored in a manner that prevents it from harboring pests or becoming contaminated in any manner that could result in food for becoming unsafe during transportation operations.

Carrier shall provide appropriate training to personnel engaged in transportation operations, including (but not limited to) awareness of potential food safety problems that may occur during food transportation, basic sanitary transportation practices to address those potential problems, and the responsibilities of Carrier. Carrier shall retain, for a period of at least twenty-four months, or so long as applicable regulations require, records of such training including identities of personnel trained and the dates of such training.



Carrier shall implement written procedures subject to the records requirements of 21 CFR §1.912(b) that:

(i) Specify practices for cleaning, sanitizing if necessary, and inspecting vehicles and transportation equipment that are used in the transportation of food which will maintain the vehicles and the transportation equipment in appropriate sanitary condition as required by 21 CFR §1.906(b); and

(ii) Describe how it will comply with regulatory temperature control requirements.

Carrier shall retain, and will continue to retain, records required under 21 CFR §1.912 for a period of not less than twelve months or so long as applicable regulations require.

Carrier shall conduct regular temperature checks on refrigerated loads at regular intervals and document readings. Carrier shall, upon delivery, if requested, provide the operating temperature specified by Broker and provide documentation that it has maintained temperature conditions during the transportation operation consistent with the operating temperature specified by Broker. Carrier shall immediately report to Broker any indication of a possible material failure of temperature control or other conditions that may potentially render the food unsafe during transportation, and hold food until a determination on safety can be made by a qualified individual. Carrier shall not interfere with any temperature-monitoring device or mechanism required by Broker or Broker's customer.

Carrier shall make note of any patent damage to goods or packaging upon receipt and any evidence of failure to comply with temperature requirements or other abuse that is evident without breaking packaging, e.g. missing temperature records or devices, out of temperature trailers or storage devices, sensory evidence (odor, leakage, etc.).

On full truckload shipments, Carrier shall inform Broker and obtain its prior express approval if and when, for any reason whatsoever, it becomes necessary to transfer product from one trailer to another.

The interior of all food-grade trailers shall be lined with materials compatible with the transportation of both raw and processed food products that allow for ease of cleaning and sanitation.

Prior to loading for cleaning all trailers:

Step 1 (mandatory) is trailer inspection and broom clean.

Step 2, if needed, is cold water washout when there is dry material on the walls or floor that cannot be swept from the trailer by the driver.

Step 3, if needed, is Hot water wash with soap when there is blood or other meat residue present, or the trailer has a noticeable or objectionable odor. Following an interior wash on refrigerated trailers, the reefer unit should be operated at 65 degrees to allow the interior to dry thoroughly prior to loading.