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Rowland Heights, CA 91748

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**MC #1092633**  
**DOT #3396686**

Steadfast Global is a leading logistics provider offering a full suite of multimodal logistics and supply chain solutions for customer and shippers of all sizes. We back our services with a team of seasoned logistics experts with a passion for driving efficiencies, seizing your competitive advantage and supporting your growth. With our remarkable Technological applications collaborating with our top-tier performing carriers around the nation, we strive to bring our customers the best rates and service possible!

At Steadfast Global, customers benefit directly from the size and scale of our freight network and carrier relationships, as well as our commitment to deliver the velocity, visibility, predictability and control (service performance and cost) needed to outperform the freight market and achieve freight logistics excellence.



# Welcome to Steadfast Global Logistics!


Here at Steadfast Global Logistics, our dedicated team is ready to go to work for you.

You can count on our dedicated customer service and direct access to your broker 24 hours a day, every day! You will have around the clock access to the same team that will be handling your freight daily. No dealing with Brokers or Dispatchers who don't know the particulars of your loads. We get to know all of our customers as best we can, and we treat your freight like it's our own.

## Just some of the services we offer!

- Truck Load
- LTL (Less than Truckload/Partials)
- Local and Regional Pick Up and Delivery Services
- Long/Short Term Dedicated Capacity
  - Regional Projects
  - Power Only Moves
  - Equipment Transportation
- Dry, Frozen and Fresh Capacity
- Produce Specialization





Please browse this packet and fill out the few forms that we require to be returned. We've also included a list of items with our company's key information to keep on file at all times.

## **Please Complete And Return:**

- Customer Profile
- Broker-Customer Agreement

## **Please Keep For Your Records:**

- Our Operating Authority
- Our Certificate of Insurance
- Our Certificate of Bond
- Our W-9
- Our NOA and EFT Instructions

# CUSTOMER PROFILE

Date:

Company Name:

Address:

Phone:

Contact Name:

Position:

Email:

Address (If Different):

Phone (If Different):

If Different:

A/P Contact:

Email:

Phone:

# STEADFAST GLOBAL LOGISTICS LLC, BROKER-CUSTOMER TRANSPORTATION AGREEMENT

THIS AGREEMENT, "Agreement", made and intended to be effective \_\_\_\_\_, by and between Steadfast Global Logistics LLC, having offices at Rowland Heights, CA, (BROKER), and \_\_\_\_\_ having offices at \_\_\_\_\_ (CUSTOMER), collectively, the "PARTIES".

## RECITALS

**A. WHEREAS BROKER** is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under USDOT No. 3396686, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority and a copy of BROKER's Surety Bond or trust fund agreement will be provided on request of CUSTOMER; and

**B. WHEREAS CUSTOMER**, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of CUSTOMER's freight.

NOW THEREFORE, intending to be legally bound, BROKER and CUSTOMER agree as follows:

## AGREEMENT


**1. TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

**2. SERVICE. BROKER** agrees to arrange for transportation of CUSTOMER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of CUSTOMER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix A.

### **3. VOLUME.**

**A. CUSTOMER** agrees to tender certain shipments to BROKER, and BROKER agrees to arrange for the transportation of said shipments. CUSTOMER is not restricted from tendering freight directly to motor carriers or other freight brokers. BROKER is not restricted from arranging transportation for other parties.

**B. CUSTOMER** shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.



**4. FREIGHT CARRIAGE. BROKER** warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include substantially the following provisions:

A. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC § 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.

B. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage – \$1,000,000.00  
Auto Liability – \$1,000,000.00  
Contingent Cargo Liability – \$250,000.00  
Worker's Compensation – as required by law.

BROKER shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

C. Carrier shall agree that the provisions contained in 49 CFR § 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.


D. Carrier shall authorize BROKER to invoice CUSTOMER for services provided by the Carrier. Carrier shall further agree that BROKER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or BROKER's customer.

E. Carrier shall agree that, at no time during the term of its contract with BROKER, shall it have an "Unsatisfactory" or "Conditional" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory or Conditional safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement. BROKER will require additional investigation if Carrier receives a conditional rating.

F. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract

G. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C. § 14101 (b) to the extent they conflict with the contract.

**5. RECEIPTS AND BILLS OF LADING.** If requested by CUSTOMER, BROKER agrees to provide CUSTOMER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified




by CUSTOMER. CUSTOMER's insertion of BROKER's name on the bill of lading shall be for CUSTOMER convenience only and shall not change BROKER's status as a property broker. CUSTOMER understands that even when, for CUSTOMER's convenience, BROKER is listed on the bill of lading, BROKER is not a motor carrier and will not perform transportation of freight. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

**6. PAYMENTS.** BROKER shall invoice CUSTOMER for its services in accordance with the written rate confirmation and any accessorial or other charges effective at the time of the shipment as set forth on BROKER'S website ([www.steadfastglobal.net](http://www.steadfastglobal.net)), and any written supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to CUSTOMER and CUSTOMER's payment to BROKER. CUSTOMER agrees to pay BROKER's invoice within NET 15 days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve CUSTOMER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify CUSTOMER, Consignee or other responsible party against such liability.

## **7. CLAIMS.**

- A. Freight Claims: CUSTOMER must file claims for cargo loss or damage with BROKER within sixty (60) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. CUSTOMER must file any civil action against BROKER in a Court of Law within two (2) years from the date the carrier or BROKER provides written notice to CUSTOMER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.b above. BROKER's and carriers' cargo liability for any one shipment shall not exceed \$100,000, unless BROKER is notified by CUSTOMER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of CUSTOMER's property unless caused by BROKER's negligent acts or omissions in arranging for transportation of CUSTOMER's freight pursuant to this Agreement. BROKER shall assist CUSTOMER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to CUSTOMER, CUSTOMER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. In no event shall BROKER or BROKER's Carrier be liable to CUSTOMER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless CUSTOMER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate value of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.



B. All Other Claims: The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims, and shall file any such claims with the other Party within sixty (60) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

**8. INSURANCE.** BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

- A. Comprehensive general liability insurance \$1,000,000.00 covering bodily injury and property damage.
- B. Contingent Cargo Insurance \$250,000.00
- C. Auto Liability \$1,000,000.00

BROKER shall submit to CUSTOMER a certificate of insurance as evidence of such coverage and will name CUSTOMER as "Certificate Holder" upon request.

**9. SURETY BOND.** BROKER shall maintain a surety bond or trust fund agreement in the amount of \$75,000 and furnish CUSTOMER with proof upon request.


**10. HAZARDOUS MATERIALS.** CUSTOMER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR

§172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. CUSTOMER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. CUSTOMER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of CUSTOMER's failure to comply with applicable hazardous materials laws and regulations.

**11. DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. CUSTOMER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to CUSTOMER.

**12. ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.





**13. SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

**14. INDEPENDENT CONTRACTOR.** It is understood between BROKER and CUSTOMER that BROKER is not an agent for the Carrier or CUSTOMER and shall remain at all times an independent contractor. CUSTOMER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

**15. NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

**16. NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)  
Steadfast Global Logistics LLC

19223 Colima Rd. #801  
Rowland Heights, CA 91748

Phone: 800-581-9346  
Fax: 833-968-0308

(CUSTOMER)  
Company: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**17. FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CUSTOMER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

**18. CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any action filed by either party shall be filed only in a state or federal court embracing Los Angeles County, California, and the Parties irrevocably consent to the exercise of personal jurisdiction by those courts.

**19. CONFIDENTIALITY.** BROKER shall not utilize CUSTOMER's name or identity in any advertising or promotional communications without written confirmation of CUSTOMER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.

**20. BACK SOLICITATION.** CUSTOMER shall not solicit the services of BROKER's motor carriers where the CUSTOMER's use of such carrier first occurred through the BROKER's efforts. If the CUSTOMER breaches this provision of this AGREEMENT, BROKER shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent of the gross revenue from traffic assigned by CUSTOMER to such carrier for a period of fifteen months. CUSTOMER also agrees that the breach of this provision entitles BROKER to be entitled to obtain an injunction against CUSTOMER in a court of competent jurisdiction, at BROKER's option.

**21. ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

**IN WITNESS WHEREOF,** the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

Steadfast Global Logistics  
BROKER

Company: \_\_\_\_\_  
CUSTOMER

\_\_\_\_\_

\_\_\_\_\_

Signed

Signed

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Printed

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Position

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