



2020 Carrier Packet

DOT #3396686/MC#1092633

Prepared and presented by: An independent agent for Steadfast Global Logistics LLC.. Located in Los Angeles County, CA.

Please email all completed forms to front office **dispatch@steadfastglobal.net** or fax to **833-968-0308** as soon as possible.

Please contact your Broker at **dispatch@steadfastglobal.net** or or **1-800-581-WEGO (9346)** with any questions.

Steadfast Global Logistics LLC. MC #1092633

Revised 02/24/2020 – Replaces all previous Versions
Carrier copy, please do not fax this page back

Carrier Packet

(Updated February 24th, 2020)

This Carrier Package includes the following documents:

Pages 1 - 3: Carrier Guide for Qualification – use as your checklist for carrier requirements

Page 4: Carrier Profile Sheet

Page 5: Drivers and Equipment Info Sheet

Pages 6 - 7: Carrier Payment Policy and Proof of Delivery Requirements

Pages 8 - 17: Steadfast Global Logistics Broker/Motor Carrier Agreement

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Steadfast Global Logistics. We offer excellent opportunities for you to grow your business through Steadfast Global's competitive rates, prompt settlements and networking with our experienced group of Steadfast Global agents. To quickly move the approval process along, please note the following items that are necessary to complete the process:

- Completely fill out our **Broker/Motor Carrier Agreement**. This agreement must be returned with the "CARRIER" signature block page completed and signed.
- Fill out and return our **Carrier Profile Sheet**, which helps us identify loads that are appropriate for your fleet and capacity.
- Return a copy of your **MC Authority**.
- Have your **insurance company** add Steadfast Global Logistics, 19223 Colima Rd. #801 Rowland Heights, CA 91748, as a certificate holder on your policy. Your insurance agent must sign the proof of insurance certificate and send it directly to us. PLEASE NOTE: **The certificate MUST BE SIGNED AND LIST ALL AUTOS COVERED**. Please indicate whether cargo coverage is All Risk or Broad Form.
- Your cargo and liability documents with the following amounts:
 1. **Auto Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000 per occurrence.



2. **Motor Truck Cargo** in the amount of **\$100,000** per occurrence (high cost freight may require up to **\$250,000**).
3. **Worker's Compensation & Employers Liability Insurance** in the amount of \$500,000 (or greater amount if legally required)
4. **General Liability Insurance** covering injuries, accidental death and property damage in the amount of **\$1,000,000 per occurrence**.

Your **Form W-9** for taxpayer identification. Form W-8 is required for Canadian carriers and is not included in this packet. Canadian-based carriers please request Form W-8 when needed. Form W-9 is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. A blank form is also included at the end of this packet.

❖ Other Information (if applicable):

1. Copy of your **Hazardous Materials Registration**
2. **Canadian authorities** your company holds

❖ To be approved as a carrier for Steadfast Global, your DOT Safety Rating must be Satisfactory. If you show a Conditional rating or are not rated in the SAFER database, we may qualify you based on your CSASMS data.

We look forward to working closely with you while building a strong working relationship and helping you fill your capacity with high quality, profitable loads. Above all, we ask you to communicate with us where we can improve and share with us your satisfaction when we are able to demonstrate exceptional service and expertise.

Thank you,

Steadfast Global Logistics Team

**When Completed, Please Return by Fax to: 1-800
581-WEGO(9346), or E-Mail dispatch@steadfastglobal.net
(preferred).**

****This carrier package applies to all carriers hauling for: Steadfast Global Logistics LLC.**

The company name on the rate confirmation will identify the broker tendering the shipment**



Must be Signed by an Authorized Company Representative. Return via Fax to 833-968-0308 or email dispatch@steadfastglobal.net

Carrier Profile Sheet

MC #: _____ DOT #: _____ State Permit #: _____

Carrier Name: _____ Email Address: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Please Remit Payment to: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Current DOT Safety Rating (None, Satisfactory, Conditional, Unsatisfactory): _____

Federal Tax ID #: _____

Company Type: ___ Corporation | ___ LLC | ___ Partnership | ___ Sole Proprietorship
Other: _____

Are you Haz-Mat Certified?: _____ (Please include certificate)

Communication with Drivers: Cell Phone ___ GPS ___ Pager ___ Computer ___

Telephone Numbers: Local: _____ Toll Free: _____
Contacts: _____
After Hours/Cell: _____
Fax #: _____

How Would You Like Loads Tendered To You?: ___ Email ___ Fax ___ Phone
To (Email Address/Fax/Phone Number): _____

Owner/Officer of Company: _____ Title: _____
Company Manager: _____ Title: _____
Dispatcher (s): _____ Phone: _____



Drivers and Equipment

Number of Company Drivers: _____ Number of Owner Operators: _____
Number of Tractors: _____

Trailer Type	Trailer Length	Number Of Units
Dry Van		
Dry Van/Air Ride		
Reefer		
Flatbed		

Signed this ____ day of _____, 2020.

By: _____

Title: _____



Carrier Payment Policy and Proof of Delivery Requirements

To our Valued Motor Carriers:

To avoid any delays in our payment to you, we have created the following Payment and Required Proof of Delivery Policy.

Standard Pay in Full

Steadfast Global Logistics' payment terms are net 14 days from the date Steadfast Global Logistics receives all of the following documents:

- Your invoice – must match the signed rate confirmation exactly
- The original or a legible copy of the signed proof of delivery
- The final, signed rate confirmation(s) – must match invoice
- All reimbursable receipts

You may submit the above documents via email to: billing@steadfastglobal.net

Or you may fax to:

Or Mail or Overnight to:

Steadfast Global Logistics

Attention: Billing

19223 Colima Rd. #801

Rowland Heights, CA 91748

Quick Pay in Full

To receive Quick Pay by Comcheck:

Any acceptable, legible invoice and proof of delivery received by Corporate between the hours of **9 a.m. and 3 p.m.** will be paid the **SAME DAY** between the hours of **3 p.m. and 6 p.m.** The fee is 3.5% of the balance due, plus \$4.00.

To receive Quick Pay by Paper Check:

Any acceptable, **legible invoice and proof of delivery** received by Corporate between the hours of **9 a.m. and 3 p.m.** will be paid by mail within 48 business hours. The fee is 3.5% of the balance due. If located locally in Southern California, we also offer physical check pick up from our office with valid ID.

Other Items to Note

- All Accessorial charges must be stated in the original, signed rate confirmation or agreed to in a subsequent written and signed rate confirmation.



- Unauthorized delays in the pickup or delivery of the load may be charged back to you. (I.E. late fees, rescheduling fees, reworking fees, redocking fees, etc.)
- A minimum charge of \$50 shall apply for any appointment(s) you miss.
- **You are prohibited from subcontracting any Steadfast Global Logistics Loads to any other carrier or broker. If you do, we reserve the right to pay the delivering carrier directly and you will remain primarily liable as provided in our Broker/Motor Carrier Agreement.**

Questions regarding payment of your invoice should be directed to:
(800) 581-WEGO(9346), billing@steadfastglobal.net

Signed by: _____
Date: _____

Title: _____



BROKER / MOTOR CARRIER AGREEMENT

This Broker/Motor Carrier Agreement (“Agreement”) is entered into this [redacted] day of [redacted], 20[redacted], by and between a Registered Property Broker as herein defined (“BROKER”) and [redacted], a Registered Motor Carrier, Permit/Certificate Number DOT #: [redacted] / MC: [redacted] / State Permit No. [redacted] / Tax Identification Number (EIN): [redacted] (“CARRIER”); collectively, the “Parties.”

For the purpose of this Agreement, “Registered” means operated under authority issued under Title 49 of the United States Code, and regulations promulgated by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

1. **RELATIONSHIP.** The relationship between BROKER and CARRIER is that of independent contractor and not that of employer/employee. BROKER has insufficient control of CARRIER’S discretion to route freight, assign equipment and drivers, and otherwise the means or methods of CARRIER’S service and nothing contained herein shall be construed to be inconsistent with this provision.

2. **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.

3. **CARRIER STATUS.** CARRIER 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 and hazardous materials (initial here [redacted] NO HAZMAT);

4. **CARRIER REPRESENTATIONS.**

- a. CARRIER is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to its operations including, but not limited to:
 - i. Transportation of Hazardous Materials (including the licensing and training of drivers), unless disclaimed in Paragraph 1.a., as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
 - ii. Department of Homeland Security regulations;
 - iii. Independent Contractor / Equipment Lease regulations;
 - iv. Loading and securing of freight standards and regulations;

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Initials: [redacted]

- v. Implementation and maintenance of driver safety regulations including, but not limited to, qualification and hiring, controlled substances, and hours of service regulations;
 - vi. Sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers;
 - vii. Implementation and maintenance of equipment safety regulations;
- and
- viii. Maintenance and control of the means and method of transportation including, but not limited to, performance of its services.
- b. CARRIER Owns, leases or otherwise operates refrigerated trailing units (“reefers”) (initial here).
 - c. CARRIER does not have an “Unsatisfactory” or other deficient 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”.
 - d. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

5. CARRIER RESPONSIBILITIES.

- a. CARRIER shall transport the property tendered to it by BROKER under its own operating authority and subject to the terms of this Agreement;
- b. CARRIER will not re-broker, assign or interline the shipments transported hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right to pay the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. In such a case, CARRIER shall not be released from liability to BROKER under this Agreement. CARRIER will be liable for the direct, actual, and consequential damages arising from a violation of this Paragraph.
- c. CARRIER will notify BROKER immediately if its federal Operating Authority (“Registered” status) 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.
- d. CARRIER covenants and agrees that for each current and/or future load, the driver for the load will have enough available hours of service to pick up and complete delivery of the tendered load within time frames dictated by BROKER and /or its customer(s) without violating the FMCSA hours of service regulations contained in 49 CFR.
- e. CARRIER shall inform and advise BROKER of any information obtained by CARRIER in performance of this Agreement which is contrary to the information communicated by BROKER to CARRIER under Paragraph 2.a., and any other material aspect of CARRIER’s service hereunder which conflicts with the specific requirements of each shipment transported hereunder.

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Initials:

f. CARRIER shall provide the necessary equipment and qualified personnel for completion of the transportation services required by BROKER and BROKER's customers. Unless CARRIER holds Registered status as a hazardous materials hauler and BROKER has notified CARRIER in writing on the Carrier Rate Confirmation that a shipment contains hazardous materials, 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 agrees that all shipments will be transported and delivered with reasonable dispatch.

6. **REEFER EQUIPMENT.**

a. 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 or its agents warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER's use of non-compliant equipment.**

b. If CARRIER owns, leases or otherwise utilizes refrigerated trailing unit(s) ("reefers") at the time this Agreement is executed, it shall produce the most recent maintenance records for each unit. Should CARRIER fail to comply or otherwise supply these records upon BROKER's request, BROKER may withhold freight payables against a valid outstanding reefer claim resulting from CARRIER's performance of this Agreement.

c. All trailers must be pre cooled or tempered to the appropriate temperature based on the commodity or product that is to be transported. Summer pre cooling or tempering should begin at least 3 hours prior to loading. Winter pre cooling or tempering should begin at least 2 hours prior to loading. (If the temperature is below 20 degrees then the trailer must be tempered at least 3 hours).

d. All refrigeration units must be set on "continuous run" unless otherwise instructed in writing by BROKER.

e. The driver shall check the product temperature while loading by either pulping the product directly or by witnessing another authorized person. Driver is responsible to contact BROKER if the product does not pulp to the correct temperature. The driver shall always note the pulp temperature on the bill of lading.

f. Driver shall confirm that the trailer's reefer unit is set to the temperature stated on the bill of lading. If the required temperature is unknown or there is a discrepancy, the driver shall contact BROKER to verify the proper temperature setting prior to departing the pick-up location.

g. CARRIER's insurance MUST include refrigeration breakdown with no exclusions or limits of liability based upon production of maintenance records.

7. **BILL OF LADING.** CARRIER 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, or CARRIER's status as a motor carrier.

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8. **CARGO CLAIMS.**

a. CARRIER shall issue (or execute) a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. CARRIER shall become liable for the full actual value of the freight when it takes and 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 and 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 terms) inconsistent with the terms of this Agreement shall be null and the terms of this Agreement shall apply. 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 if it is established that CARRIER received the lading.

b. 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.

c. CARRIER'S liability for any cargo damage, loss, or theft from any cause shall be determined under the provisions and principles of the Carmack Amendment, 49 U.S.C. §14706, which provides that CARRIER'S liability shall be for the full actual value of the damaged, lost, stolen, or delayed freight in conjunction with the provisions herein.

d. CARRIER is permitted salvage value to the extent salvage is permitted by the claimant or cargo owner, but under no circumstances is permitted to salvage or dispose of freight without written approval of BROKER. If salvage is not permitted by the claimant or cargo owner, CARRIER waives its right to salvage.

e. CARRIER'S obligation to indemnify BROKER and the parties entitled to recover under the bill of lading 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 of CARRIER under this Agreement.

f. 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 THIRTY (30) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this time period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

g. Upon receipt of a cargo damage claim or a notification that a cargo claim will be filed, BROKER may place a temporary hold on carrier's pay until resolution of the claimant's claim. If CARRIER'S insurer has accepted liability in writing, only the amount of the CARRIER'S deductible may be placed on hold. BROKER may offset compensation due CARRIER for cargo claims, unpaid advances, shortages, or penalties asserted against BROKER by its customer arising out of CARRIER'S performance upon written notice of offset to CARRIER.

h. CARRIER shall recognize and process cargo claims submitted by BROKER on behalf of BROKER'S shipping customer(s) as though the claim were submitted directly by the same.

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9. **INSURANCE REQUIREMENTS:**



a. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing ten (10) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits:

- i. Public liability \$1,000,000;
- ii. Motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability of \$1,000,000 (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances) issued by insurer(s) with a minimum AM Best rating A – VII;
- iii. Nonscheduled vehicle cargo policy for damage/loss with a minimum of \$100,000;
- iv. In the event CARRIER'S deductible on its primary cargo insurance is greater than \$2,500.00, CARRIER agrees to submit to a credit check conducted by BROKER;
- v. In the event CARRIER'S primary cargo policy is a scheduled automobile policy, CARRIER shall remit an equipment list attached hereto as Exhibit "A" including vehicle identification numbers (VIN) for each unit.
- vi. Workers' compensation with limits required by law.

b. CARRIER shall submit its Certificate of Insurance to: Steadfast Global Logistics, 19223 Colima Rd. #801 Rowland Heights, CA 91748. Telephone (800) 581-9346. Steadfast Global Logistics MUST be listed as the Certificate Holder.

c. CARRIER'S insurance limits shall not be construed to limit its liability.

10. **INDEMNIFICATION.** CARRIER shall defend, indemnify and hold BROKER, the party responsible for payment of BROKER's invoice, and the bill of lading parties harmless from any claims, actions or damages, arising out of its performance under this Agreement or breach of CARRIER's representations under this Paragraph 2, including damages of any kind asserted against BROKER for 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 of the other Party, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense as they are incurred.

11. **NO RIGHT TO LIEN AND DELAYED RELEASE OF CARGO.** CARRIER will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against BROKER, its customers or any cargo or equipment. Should CARRIER hold BROKER or its customer's freight hostage, CARRIER waives its right to collect freight charges which shall be liquidated damages notwithstanding any subsequent rate confirmation.

12. **INVOICING.**

a. BROKER shall render an invoice to the party which is contractually responsible for payment to BROKER representing the services of BROKER and CARRIER.

MC #: _____

Initials: _____

b. CARRIER authorizes BROKER to render an invoice to the party contractually liable to BROKER for transportation service charges, which shall include CARRIER'S freight charges and BROKER'S fees and charges.

c. CARRIER irrevocably assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER. As such, CARRIER shall provide BROKER with an invoice, a signed copy of the Carrier Rate Confirmation, signed bill of lading or proof of delivery, and all documentation in support of accessorial charges in a timely manner, and in no event later than 21 days from date of delivery.

d. BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not release BROKER of its obligation to pay CARRIER, provided, however, that BROKER shall have the right, duty and privilege to assert against CARRIER all customer defense(s) to payment. Notwithstanding, BROKER shall pay CARRIER's invoice(s) within THIRTY (30) days of receipt of the bill of lading or proof of delivery, and all additional supporting documents in connection with CARRIER's invoiced charges, provided CARRIER is not in default under the terms of this Agreement.

13. **PAYMENT.**

a. CARRIER shall prepare and deliver to BROKER an invoice representing CARRIER'S charges as agreed between BROKER and CARRIER. CARRIER shall, in addition to an invoice stated in U.S. funds, provide a proof of delivery, and all other supporting documentation which confirms or validates CARRIER'S invoice(s) via electronic delivery to billing@steadfastglobal.net. CARRIER shall submit an invoice and supporting documentation for each load or freight shipment transported by CARRIER under this Agreement in a timely manner. Failure to timely submit an invoice and supporting documentation shall entitle BROKER to assert administrative fines against CARRIER, not to exceed the total fair value of CARRIER'S services rendered. For purposes of this Agreement, the term "timely manner" shall mean fourteen (14) days from the date of delivery.

b. CARRIER waives and forfeits all right to collect charges not invoiced within ninety (90) days of delivery of the shipment.

c. CARRIER shall execute the Carrier Rate Confirmation and any subsequent confirmation(s) and return the same to BROKER prior to loading (except in the following cases of modification). Additional rates, modifications, or amendments of the original rate(s) 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 in a subsequent Carrier Rate Confirmation by BROKER and CARRIER. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herewith upon execution by BROKER and delivery to CARRIER by facsimile or electronic transmission. CARRIER SHALL SUBMIT TO BROKER WITH ITS INVOICE A COPY OF THE SIGNED (BY BROKER) CARRIER RATE CONFIRMATION WHICH REFLECTS THE AGREED CHARGES DUE CARRIER VIA EMAIL TO billing@steadfastglobal.net.

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Initials: _____

d. Rates which are verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written Carrier Rate Confirmations, including confirmations by billing and payment, shall be incorporated herewith.

e. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

f. Payment and other disputes are subject to the terms of Paragraph 19, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

g. Carrier acknowledges that it has no fiduciary relationship, trust or claim of constructive trust in rendering services to BROKER, and CARRIER waives any requirement for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER.

h. CARRIER MUST require that all accessorial charges be confirmed in writing by BROKER, as the absence of such written confirmation will delay or excuse payment to CARRIER. (Initial).

14. **NON SOLICITATION.** CARRIER shall not knowingly solicit freight shipments so long as this Agreement is in effect and for a period of SIX (6) months 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. In the event of breach of this provision, BROKER shall be entitled, for a period of TWELVE (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of FIFTEEN percent (15%) 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.

15. **CONFIDENTIALITY.** 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. In the event of violation of this 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 non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

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16. **NOTICE.** All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown on the signature block with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. Notices sent as required hereunder, to the addresses shown on the signature page of this Agreement, shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

17. **SAVINGS CLAUSE.** 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.

18. **MODIFICATION.** This Agreement may not be amended, except by mutual written agreement.

19. **JURISDICTION AND VENUE.** This Agreement shall be construed under and governed by the laws of the State of California. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of California shall be controlling. The prevailing parties shall be entitled to recovery of costs, expenses and reasonable attorney fees. The Parties agree to the personal jurisdiction of such courts and the defenses thereto of lack of personal jurisdiction and forum non-conveniens are expressly waived. Venue for all purposes shall lie within Los Angeles County, CA.

20. **MISCELLANEOUS.**

a. BROKER shall maintain a surety bond / trust fund in the amount of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) and file evidence of the same with the Federal Motor Carrier Safety Administration (FMCSA).

b. 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. 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.

d. 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 such laws.

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

MC #: _____

Initials: _____



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

g. 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. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement. Further, this Agreement shall inure to and for the benefit of BROKER's parent, operating divisions, subsidiaries, and affiliates.

h. To become effective, this Broker Carrier Agreement must be signed by a Company officer or authorized designee of CARRIER accompanied by a listing of any/all sister, parent, or otherwise affiliate companies.

----- Signature page to follow -----

MC #: _____

Initials: _____



SIGNATURE PAGE OF BROKER / CARRIER AGREEMENT 1.60

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

***BROKER**

Officer / Authorized Designee Signature

CARRIER

Officer / Principal / Authorized Designee Signature

Print Name and Title

Address / City / State / Zip Code

Phone Number

Cell Phone Number

Fax Number

Email Address

This Signature Page of the Broker / Motor Carrier Agreement ("Agreement") is executed this _____ day of _____, 20____, by and between a Registered Property Broker as herein defined ("BROKER") and _____, a Registered Motor Carrier, Permit/Certificate Number DOT # _____ / MC # _____ / Tax Identification Number (EIN) _____ ("CARRIER").

This Signature Page, when affixed to the Broker Carrier Agreement 1.60, shall together constitute the agreement between BROKER and CARRIER as stated therein.

CARRIER confirms 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 and hazardous materials (_____ Initial Here If No Haz-Mat);
- b. Owns, leases or otherwise operates refrigerated trailing units ("reefers") (Initial Here _____). If yes, CARRIER must complete the attached Refrigerated Unit Requirements Document at Addendum "A."
- c. Should insist that all accessorial charges be confirmed in writing by BROKER, as the absence of such written confirmation will delay or excuse payment to CARRIER. _____ Carrier Initials.

*FOR PURPOSES OF THIS AGREEMENT, "BROKER" REFERS TO THE SUBSIDIARIES OF STEADFAST GLOBAL LOGISTICS LLC. INCLUDING BUT NOT LIMITED TO STEADFAST GLOBAL LOGISTICS LLC. OR ITS AFFILIATES, AND THE NAME APPEARING ON THE RATE CONFIRMATION SHALL IDENTIFY THE BROKER IN THE SHIPMENT.