

TRANSPORTATION BROKERAGE AGREEMENT

THIS Agreement is made and entered into this _	day of		by and between PACIFIC
TRAIL LOGISTICS, LLC ("Broker") and		_, ("Carrier").	

RECITALS

Broker is a Federal Motor Carrier Safety Administration ("FMCSA") licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees ("Customer" or "Customers").

Broker provides and arranges for transportation performed by others. In this arrangement of transportation for Customers' freight pursuant to the terms and conditions of this Agreement, Broker desires to engage the transportation services of Carrier within the limits of its various contract operating authorities.

Carrier must be registered with FMCSA as a Motor Contract Carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by Broker.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the covenants contained herein the parties agree as follows:

- **1.0 CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** Carrier represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services herein. Carrier further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation ("USDOT"), and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services under this Agreement.
- **2.0 PERFORMANCE OF SERVICES.** Carrier's services under this Agreement are specifically designed to meet the needs of Broker under the specified rates and conditions set forth herein. Carrier shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to Broker by Carrier. Failure to notify the Broker of such occurrences which may cause a delay in delivery to Customer will result in a fee by Broker

of \$100 per occurrence. This Agreement does not grant Carrier an exclusive right to perform the transportation related services for Broker or its Customer.

- **3.0 RECEIPTS AND BILLS OF LADING.** Each shipment shall be evidenced by a Uniform (Standard) Bill of Lading naming Carrier as the transporting carrier. Under no circumstances shall Carrier prepare a freight document which lists Broker as "carrier" or "shipper". If Customer tenders to Carrier a freight document showing Broker in any capacity other than Broker or a "Bill To" party, the parties agree that for all purposes, they will treat such document as though it showed Broker as "Broker" and Carrier as "Carrier". Upon delivery of each shipment made, Carrier shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by Broker or the Customer. Carrier shall cause such receipt to be signed and dated by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. Carrier shall notify Broker immediately of any exception made on the bill of lading or delivery receipt. All **ORIGINAL** signed delivery receipts and bills of lading will be sent to the Yakima office via mail within fourteen (14) business days of delivery.
- **4.0 CARRIER'S OPERATIONS.** Carrier shall be wholly responsible for the performance of all transportation contemplated by this Agreement. Carrier shall, at its sole cost and expense, (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment, (c) maintain the Equipment in good repair, safe and sound mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. Carrier shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.
- **5.0 INDEMNITY.** Carrier shall defend, indemnify, and hold Broker harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by Carrier, its employees or independent contractors working for Carrier (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and Carrier's possession, use, maintenance, custody or operation of the Equipment; provided, however, that Carrier's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the gross negligence of Broker.
- **6.0 NON-SOLICITATION.** Carrier promises and agrees that during the term of this Agreement, and for a period of twenty-four (24) months after Carrier's last contact with any client or customer of Pacific Trail Logistics, LLC, there will be no attempt to solicit. Carrier will not contact directly or indirectly any customer or clients of Pacific Trail Logistics, LLC that the Carrier has either picked up freight for or delivered freight to. The Carrier shall not attempt directly or indirectly to divert Pacific Trail Logistics, LLC's business to any individual, partnership, firm, corporation or other entity then in competition or planning to be in competition in the future with the business of Pacific Trail Logistics, LLC or any subsidiary or affiliate of Pacific Trial Logistics, LLC.

7.0 INSURANCE. Carrier shall procure and maintain, at its sole cost and expense, the following insurance coverage:

- **7.1** General Commercial and Automobile Liability Insurance, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) (U.S. Dollars) each occurrence with respect to all vehicles owned, non-owned, hired or assigned to transport shipment on behalf of Broker. Such insurance policy shall include coverage for any and all liability for bodily injury (including death) and property damage arising out of the ownership, maintenance, use or operation, including loading or unloading of the equipment operated by Carrier under this Agreement. If Carrier transports hazardous materials, it must comply with the minimum liability insurance limit for bodily injury and property damage required by 49 C.F.R. Section 387.9, as may be amended from time to time.
- **7.2.** Carrier shall procure and maintain, at its sole cost and expense, All Risk Special Form Motor Truck Cargo Legal Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) (U.S. Dollars) per occurrence. Unless approved in advance by Broker, the coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to a cargo loss, damage or delay claim. In the event that a cargo loss, damage, delayed claim, or any portion thereof, is excluded from coverage under Carrier's cargo insurance program for any reason, Carrier shall assume complete sole liability and responsibility for all such uninsured loss and shall indemnify, defend and hold Broker harmless for any loss, damage or delayed claim asserted against Broker.
- **7.2.2** The minimum All Risk Broad Form Cargo coverage required to be provided directly by Carrier to be an approved carrier is ONE HUNDRED THOUSAND (\$100,000) (U.S. Dollars). This must include Reefer Breakdown coverage.
- **7.3 Proof of Insurance**. Broker, its affiliates and subsidiaries shall be named as a certificate holder, in the insurance coverage to be maintained by Carrier under this Agreement. Carrier shall furnish to Broker, prior to accepting or being given any shipment for transportation under this Agreement, a written certificate obtained from the insurance carriers showing that such insurance has been obtained, has appropriate limits as outlined in the Agreement and it not expired, nor will it expire prior to the load being delivered. Written notice of cancellation or modification of the policy shall be given to Broker at least thirty (30) days prior to such cancellation or modification.
- **8.0 FREIGHT LOSS, DAMAGE OR DELAY**. Carrier shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to Carrier for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4.0. Carrier assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier is liable for the actual loss, damage or injury to the commodities tendered by Shipper for transportation and accepted by Carrier provided that Carrier shall not be liable for loss or damage caused by the fault or neglect of the Shipper. Carrier shall pay to Broker, or allow Broker to deduct from the amount Broker owes Carrier, Customers full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed and the amount of any indemnity liability Carrier owes Broker as stated above. The measurement of the loss, damage or injury shall be the lesser of the actual replacement cost or the cost of repair to the commodities so lost, damaged or destroyed, subject to a maximum amount not exceeding ONE MILLION DOLLARS (\$1,000,000) per shipment. In addition to the Carmack liability stated above, the

Carrier shall be liable to indemnify Broker for all amounts of indirect, special or consequential damages, or other special economic losses that might be awarded against Broker on any Customer's claim therefore. Carrier shall deduct from the amount of the claim the reasonable salvage value of the damaged commodities as determined by Customer.

- **9.0 WAIVER OF CARRIER'S LIEN**. Carrier shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of Broker to pay charges incurred under this Agreement. Carrier is relying upon the general credit of Broker and hereby waives and releases all liens which Carrier might otherwise have to any goods of Broker or its Customer in the possession or control of Carrier. In the event that Carrier withholds any goods of Customer on account of any dispute mentioned above, Carrier will incur a fee up to \$500 or total amount due, whichever is more.
- 10.0 PAYMENTS. Carrier will charge and Broker will pay for transportation services performed under this Agreement the rates and charges as shown on the Rate Confirmation Sheet to be signed, dated and agreed to by Carrier before each shipment made under this Agreement. Carrier represents and warrants that there are no other applicable rates or charges except those established in this Agreement or on any Rate Confirmation Sheet. Payment by Broker will be made within twenty- one (21) days of receipt of Carrier's freight bill, original bill of lading, clear delivery receipt signed by consignee, and any other necessary billing documents enabling Broker to determine that service has been provided at the agreed upon charge. Carrier agrees that Broker has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, Carrier agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. Carrier further agrees that Broker has the discretionary right to offset any payments owed to Carrier hereunder for liability incurred by Carrier pursuant to Paragraph 8 of this Agreement. If Carrier uses a factoring company, factoring company will be paid in thirty (30) days from receipt of ORIGINAL BOL's.
- **10.1** All complete, signed legible bills of lading must be received in the Yakima office no more than seven (7) days after delivery of product. Failure to do so will result in a \$50 late fee. In addition, if after fourteen (14) days after delivery, required BOL's have yet to be received in the Yakima office, an additional late fee of 1% per week will be assessed until received. Bills of Lading with Proof of Delivery outstanding more than thirty (30) days after delivery may not be eligible for payment.
- **10.2** All payments will be made in the form of a check, paid in U.S. dollars and mailed via U.S. Postal service. A check will be mailed to the address on file which **must match** the Carrier insurance certification or as registered with the U.S. Department of Transportation Federal Motor Carrier Safety Administration. In the event that an address change has occurred, Carrier must provide, in writing by the registered owner the new updated address. The address change request must be dated and singed. In the event that Carrier does not update their address and a check is issued, Carrier will be charged a fee of \$45 for the stop payment and a new check will be issued only when PTL receives the new address per guidelines outlined above.
- **10.3** Submission of paperwork for payment <u>must be</u> in order and include a load number for the load Carrier is seeking payment on. Failure to provide a load number, which can be found on the rate sheet, will result in a processing fee of \$25 per load submitted.
- **10.4** Cost of unloading shipment shall be the responsibility of the carrier unless other arrangements are made between Broker and Carrier prior to pickup of shipment. Any and all accessorial fees to include TRANSPORTATION BROKERAGE AGREEMENT 4

but not limited to lumpers, pallets, late fees, etc. to be reimbursed *must be submitted with all original invoicing or they will not be reimbursed*.

- **10.5** In the event Carrier will not be able to make a scheduled appointment time or will not be able to make it and needs to re-schedule, Carrier *must* notify broker immediately. Failure to report a missed or late appointment will incur a fee of no less than \$150 from the freight rate or an amount deemed adequate by Broker. Any fees charged by the Customer for a missed appointment fee, no show fee, etc. will be passed onto the Carrier in the form of a deduction from the freight rate.
- 11.0 SUB-CONTRACT PROHIBITION. Carrier specifically agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker.
- **12.0 ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT**. This Agreement contains all the terms and conditions between the parties, and it shall not be altered or amended except in writing signed by all parties. This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by Carrier. This Agreement shall be binding upon and inure to the benefit of the parties hereto.
- **13.0 SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severed and that the remaining provisions of this Agreement shall continue in full force and effect.
- **14.0 WAIVER**. Carrier and Broker expressly waiver any and all rights and remedies allowed under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of Broker to insist upon Carrier's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any Broker's rights or privileges herein.
- **15.0 MINIMUM VOLUME**. There is no minimum volume of freight guaranteed by this Agreement. Broker is not restricted against tendering its freight to other carriers; Carrier is not restricted against performing transportation for other brokers / shippers.
- **16.0 DISPUTE RESOLUTION**. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Washington and in the event of any disagreement or dispute, the internal laws of this State shall apply without regard to its conflict of laws rules, and any suit must be brought in Yakima County, Yakima, WA.
- **17.0 BINDING, ETC**. This Agreement shall be binding upon the respective heirs, executors, personal representatives authorized to sign on behalf of the owner / operator, successors and assignees of the parties hereto.

DATED this day of	. 20		
"CARRIER"	,		
 Physical Signature		Print Name	

18.0 ATTORNEY'S FEES. In the event it becomes necessary to enforce any of the terms or conditions of Agreement, the prevailing party shall be awarded a reasonable attorney's fee in addition to any costs

allowed by law.



NO truck will be loaded without two business references

References

Business Name:	 	
Contact:		
Address:		
Phone #:		
Fax #:		
Business Name:	 	
Contact:		
Address:		
Phone #:		
Fax #:		



Corporate Office: 316 N 3rd Street, Yakima, WA 98901 (509) 853-2500 Phone (509) 853-2299 Fax

Dear Carrier	
	following information by fax or mail in order to remain on active status. ame must be consistent on all the documents. Please initial all items as completed
	Are you Factored? If yes-provide a Notice of Assignment
	Business References (Attached)
	Carrier Profile (Attached)
	Copy of Carrier's Operating Authority and MC#
	Completed W-9 form (2024 Attached)
	Copy of Cargo insurance certificate making Pacific Trail Logistics LLC the Certificate holder (\$100,000 minimum with no cargo exclusion, must have reefer breakdown coverage)
	Copy of Liability insurance certificates naming Pacific Trail Logistics LLC as a Certificate holder. (\$1,000,000 combined single limit minimum)
	Signed copy of Transportation Agreement (Attached)



IMPORTANT NOTICE-PLEASE READ

As of January 1, 2010, all 2002 and older Transport Refrigeration Units (TRUs) must be registered to comply with the California Airborne Toxic Control Measure regarding diesel emissions.

ALL CARRIERS WITH 2002 AND TOLDER TRUS, **WHETHER BASED OR OPERATE IN THE STATE OF CALIFORNIA** MUST COMPLY OR COULD FACE DETENTION AND/OR FINES.

PTL cannot load any carrier who is not registered and in compliance. Please provide PTL with the ARB Identification Number, which is the number you were given to place on the outside of your refrigeration unit housing, as soon as possible. Furthermore, carriers who load outside trucks will be responsible for obtaining their ARB ID Numbers and reporting those to PTL before loading.

For more information, or to register your TRU unit online, please go to the California Air Resources Board website at http://www.arb.ca.gov/diesel/tru/tru.htm or call 1-888-878-2826.

Please provide your ARB Identification Number (s) below.

CARRIER NAME:	
ARB ID #	-
ARB ID #	
ARB ID #	
ARB ID #	
ARB ID #	-
ARB ID #	



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CARRIER PROFILE

Carrier Name:	
Mailing Address:	
	State: Zip:
Phone Number:	Fax:
Cell Number:	Email:
Contact:	
MC#:	DOT#:
	EQUIPMENT SUMMARY
# of Tractors:	# of Trailers:
Reefers	
Dry Vans	
Flatbeds	
	GENERAL LANE SUMMARY
Preferred Operation Regions:	



Yakima: Corporate/Billing Office: 316 N 3rd St. Yakima, WA 98901 Phone: 509-853-2500

Martin SaldanaBrokermartin@ptlogistics.bizJuan Diaz-RodriguezBrokerjuandiaz@ptlogistics.bizIsaac SaldanaBrokerIsaac.saldana@ptlogistics.bizShannon BowenAccounts Payableaccounting@ptlogistics.biz

Los Angeles: 8318 Almond Ave Fontana, CA 92335 Phone: 909-356-0826

Juan Martinez Independent Agent <u>juan@ptlogistics.biz</u>

All Invoices and Original BOL's be sent to:

Pacific Trail Logistics, LLC
Accounts Receivable
PO Box 1141
Yakima, WA 98907
accounting@ptlogistics.biz



Corporate Office: 316 N 3rd Street, Yakima, WA 98901 (509) 853-2500 Phone (509) 853-2299 Fax

Quick Pay Request Form

Carrie	r Name:					
(4%) t than 1	o be deduct pm PST will	ed from the agreed be paid the followi	line haul rate of ean	ach load. Quick pay ter receipt of requi	e made at a fee of four vinvoices received no red paperwork to inclus s may delay this paym	later ude
	-	el Quick Pay at any g@ptlogistics.biz).	time by emailing a	written request, da	ated and signed to the	Yakima
Please	e indicate ho	ow you would like y	our check sent (CF	HOOSE ONLY ONE) :	
	_	<u>Delivery</u> Overnight o ased on delivery are		e deducted from se	ttlement. Overnight fo	es are
	Regular US	<u>S Mail</u>				
	designating	_	the check along wi	th a picture of their	ne company to send a ID. ID will need to be).	
 Physic	cal Signatur	re				



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Advance Request Form

As an added service, Pacific Trail Logistics has contracted with EFS for the purpose of offering Carrier Advances. *All advances are subject to fees*

Terms and Conditions:

- Advances are given on a load-by-load basis. Carrier may request an advance once the contracted load has been loaded onto the trailer. Advances cannot be issued once delivery has been made.
- 2. Advances may not be combined between multiple loads.
- 3. Carrier may take a maximum of 40% of the flat rate for advances to be used toward fuel.
- 4. The fee for fuel advances are as follows:
 - \$1 \$1000 incurs a \$30 advance fee
 - \$1001 \$2000 incurs a \$60 advance fee
 - \$2001 \$3000 incurs a \$90 advance fee
- 5. Separate advances may be requested to cover accessorial fees such as lumpers, pallets, late fees, etc. Requests must be for the exact amount only and will be charged \$10 per advance given. If receipts are turned in for less than the requested amount, the fee for the advance will be charged at the above-mentioned fees.
- 6. Advance requests made outside of business hours may result in a \$25 convenience fee in addition to the fees outlined above.

Effective this terms and conditio	•	, 20	, Carrier	hereby agreed to the
Physical Signature		_		



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Befor	е у	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.												
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner entity's name on line 2.)	er's name	on lir	ne 1, a	and ent	er the	busine	ess/di	sregar	ded			
	2	Business name/disregarded entity name, if different from above.												
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor								Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)						
Pri Specific I	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax cla and you are providing this form to a partnership, trust, or estate in which you have an ownership inter this box if you have any foreign partners, owners, or beneficiaries. See instructions]	(Applie outs		ccount e Unite			ed			
See	5	Address (number, street, and apt. or suite no.). See instructions.	equester's	nam	e and	addres	s (opt	ional)						
	6 City, state, and ZIP code													
	7	List account number(s) here (optional)												
Pai	t I	Taxpayer Identification Number (TIN)												
Enter	you	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	So	cial s	ecur	ity num	ber							
	•	ithholding. For individuals, this is generally your social security number (SSN). However, for a lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	a			-		-						
entitie	s, it	is your employer identification number (EIN). If you do not have a number, see ${\it How\ to\ get\ a}$	or											
TIN, I	ater			vola	er ide	r identification number								
		ne account is in more than one name, see the instructions for line 1. See also What Name and of Give the Requester for guidelines on whose number to enter.			_									
Par	Ш	Certification												
Unde	ne	nalties of perjury, I certify that:												
	•	mber shown on this form is my correct taxpayer identification number (or I am waiting for a n	umber to	he i	SSUE	d to m	e). ar	nd						
2. I ar Sei	n no vice	t subject to backup withholding because (a) I am exempt from backup withholding, or (b) I hat I am subject to backup withholding as a result of a failure to report all interest or described backup withholding; and	ave not b	een	notif	ied by	the Ir	nterna						
3. I ar	n a	J.S. citizen or other U.S. person (defined below); and												
4. The	FΑ	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is	s correct.											
		ion instructions. You must cross out item 2 above if you have been notified by the IRS that you ou have failed to report all interest and dividends on your tax return. For real estate transactions,		,	,					•	oaid,			

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 for Part II, later.

General Instructions

Signature of

U.S. person

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Sign

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Date