



4002 Helton Drive, Suite 1A Florence, AL 35630  
MC # 352505

Bonnie Klamar  
Carrier Relations Manager  
765-938-1710 x8002  
[bonnie.klamar@GOFSL.com](mailto:bonnie.klamar@GOFSL.com)

**ALABAMA**

Kelley Dewberry  
Logistics Coordinator  
765-938-1710 ext.8004  
kelley.dewberry@gofsl.com

**INDIANA**

Kris Clarkson  
Logistics Coordinator  
765-932-8060  
kris.clarkson@gofsl.com

**Bank References**

Wells Fargo  
1541 N. Main St  
Rushville, IN 46173  
(765) 932-4151

**Carrier References**

J Melton Trucking  
7627 E 600 S  
Glenwood, IN 46133  
(765) 932-5485

P&S Transportation  
PO Box 8250  
Birmingham, AL 35216  
(866) 705-0100

Zimmerman Truck Lines  
8 East Industrial Dr.  
Mifflintown, PA 17059  
(800) 997-2707

P&B Transportation  
601 Marco Road  
Apollo, PA 15613  
(800) 241-7251

## Paperwork Requirements

The following documentation is required BEFORE a rate sheet will be faxed to your office.

- Both pages of the contract must be initialed and last page signed and sent back
- Carrier Questionnaire
- Current W9
- Carrier Authority (carrier must be in business, under current name, for at least 1 year)
- Original Certificate of Insurance for General Liability, Auto Liability and Cargo Insurance. FSL must be listed as Certificate Holder
- **Copy of current CSA rating**

### CARRIER QUESTIONNAIRE (Required)

Carrier Legal Name \_\_\_\_\_

Carrier DBA Name \_\_\_\_\_

Address \_\_\_\_\_

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

US DOT # \_\_\_\_\_ MC # \_\_\_\_\_

Federal ID # \_\_\_\_\_

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

Fax # \_\_\_\_\_

Dispatch Personnel \_\_\_\_\_

Email Address \_\_\_\_\_

After Hours/Emergency Contact # \_\_\_\_\_

Equipment Types	Qty	Length	Axles	Max Weight
Van				
Reefer				
Flat				
Stepdeck				
Doubledrop				

**Payment Information**

Name as it appears on invoice \_\_\_\_\_

Remittance Address \_\_\_\_\_

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

Are you using a factoring company? \_\_\_\_\_

If so, please provide a copy of your factoring letter

Are you interested in our Quickpay Program? \_\_\_\_\_

If so, please fill out the Quickpay option below.

**PAYMENT (Quickpay option)**

Our payment terms are 30 days from the date we receive all original delivery documents in our office. For prompt payment processing the FSL order number must be listed on your invoice and delivery documents. We can mail or direct deposit your payment within 24 hours upon receipt of your invoice and paperwork. The charge for this service is 3% of the amount invoiced. By signing below, you are acknowledging that you would like F&S Logistics to pay using quickpay. Please mark below your choice for comdata or paper check.

Direct deposit (3%) \_\_\_\_\_ Paper check (3%) \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_ Title \_\_\_\_\_

**SIGN ONLY IF YOU WOULD LIKE TO PARTICIPATE IN QUICKPAY**

**All Billing/Payment questions to be directed to:**

**Tierra Harrison  
FSL Accounting Analyst  
1920 S. State Rd 3  
Rushville, IN 46173  
(765)932-5977 x1230  
[tierra.harrison@GOFSL.com](mailto:tierra.harrison@GOFSL.com)**

**Invoice and signed BOL can be emailed to:**

**[bol@fraleyandschilling.com](mailto:bol@fraleyandschilling.com)**

**Keep in mind that the aging process will not begin until all the necessary paperwork has been received:**

- 1. Complete LEGIBLE copy of ALL pages to the BOL (signed by shipper, receiver and carrier)**
- 2. Signed FSL rate confirmation sheet**
- 3. Carrier invoice**

**TO ENSURE TIMELY PAYMENTS, ALL PAPERWORK SHOULD BE EMAILED AT YOUR EARLIEST CONVENIENCE.**

F&S Logistics  
1920 S. State Road 3  
Rushville, IN 46173

September 28, 2016

Dear Carrier Partners,

Beginning January 1, 2017, FSL Accounts Payable will move to direct deposit for payments. We want to make this transition as smooth as possible for our carrier partners. Along with this letter, I'm sending a direct deposit form for you to complete and return. Please attach a voided check or official bank document pertaining to the account you would like your payments deposited into when returning your form. If you have any questions or concerns, feel free to contact us.

Thank you for your cooperation,

Tierra Harrison  
Accounting Analyst  
765-932-9000  
[tierra.harrison@GOFSL.com](mailto:tierra.harrison@GOFSL.com)

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)**

Company Name \_\_\_\_\_ Company ID Number \_\_\_\_\_

I (we) hereby authorize \_\_\_\_\_ hereinafter called COMPANY, to initiate credit and, if necessary, debit entries and adjustments for any credit entries in error to my (our): (select one) **Checking Account** or **Savings Account** indicated below, at the depository Financial Institution named below, and to credit or debit the same from such account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

Financial Institution \_\_\_\_\_ Branch \_\_\_\_\_

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

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford COMPANY and Financial Institution a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ ID Number \_\_\_\_\_  
(Please Print)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**F&S Logistics**

1920 S State Road 3  
Rushville, IN 46173 (765) 932-5977  
[tierra.harrison@GOFSL.com](mailto:tierra.harrison@GOFSL.com)

Dear Carrier Partners,

To make the payment process faster and more efficient, please return your signed POD's and all other paperwork within 48 hours of delivery of the load(s). There are several ways you can return them, so you may choose any method that is most convenient for you:

- **EMAIL:** [bol@fraleyandschilling.com](mailto:bol@fraleyandschilling.com)
- **FAX:** (765) 273 - 4930
- **TEXT MSG PHOTO:** Take a clear photo(s) of your signed paperwork, and **text** it to [bol@fraleyandschilling.com](mailto:bol@fraleyandschilling.com) or [tierra.harrison@GOFSL.com](mailto:tierra.harrison@GOFSL.com)
- **TRANSFLO:** Use code **FASQ**. Be sure trip number is written at the top of each document (available by Mobile App or nearest truck stop kiosk).

We greatly appreciate your cooperation in this matter. It will help ensure the fastest processing of your payment and make it an easier process for everyone involved. Please sign and date.

Thank You,

Tierra Harrison  
Accounting Analyst  
765-932-9000  
[tierra.harrison@GOFSL.com](mailto:tierra.harrison@GOFSL.com)

Sign \_\_\_\_\_ Date \_\_\_\_\_



# **TRANSFLO<sup>®</sup>** **MOBILE+**



## **How to Download:**

### **1. Search for the App**

- a. Open Google Play for Android or App Store for iPhone and search for “Transflo Mobile+”.

### **2. Download the App:**

- a. Android requirements – Android OS 4.0 or higher (Ice Cream Sandwich or newer)/8MP camera with auto-focus and flash
- b. iPhone requirements – iPhone 5 or higher (5, 5C, 5S, 6, 6Plus, 6S, 6SPlus, SE)/ iOS8 and higher.

### **3. Complete Registration:**

- a. Follow on-screen registration process. Be sure to have your recipient ID (use FASQ) and a valid email address at time of registration. You will receive a confirmation email with an activation link.

## **How to Scan:**

1. Place document on flat, dark or contrasting non-glare surface.
2. Take picture in a bright, well-lit area.
3. Use flash except when photographing glossy paper.
4. Fill screen with image of entire page before taking picture.
5. For more readable barcodes, take picture about 14 inches away.
6. All pictures are required to be in focus. Keep hands steady and wait for blue auto-focus square to appear then take the picture. You can also tap screen to trigger the auto-focus then take picture.
7. After taking photo, drag blue dots in the corners to frame the document.
8. If needed, use darken, lighten or rotate functions to improve image quality.

## TRANSPORTATION BROKERAGE CONTRACT

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 20\_\_, by and between F & S Logistics ("BROKER") and \_\_\_\_\_ ("CARRIER") located at \_\_\_\_\_

### Recitals

- A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer");
- B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

### Agreement

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. **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 contemplated 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, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.

(a) **Safety Rating.** Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are specifically designed to meet the distinct 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. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, 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, and CARRIER shall cause such receipt to be signed 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.

5. **CARRIER'S OPERATIONS.** 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, 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.

(a) **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will (a) provide at its sole cost and expense, all equipment and personnel necessary or required for performance hereunder, (b) pay all expenses related, in any way, with the use and operation of the Equipment, and personnel, (b) maintain the equipment in good repair, mechanical condition and appearance, (c) utilize only competent, able, legally qualified and licensed personnel, (d) comply with applicable federal, state and/or local laws and regulations including those pertaining to its operations, cargo for transport, equipment and drivers, obtaining of all permits and licenses, and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

(b) **Waiver of Rights.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement

CARRIER INITIAL \_\_\_\_\_

6. **INDEMNITY.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH CARRIAGE TENDERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, fines, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations

7. **INSURANCE.** Carrier agrees to provide any insurance coverages required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

- (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
- (b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence for general commodity and \$250,000.00 (U.S. Dollars) per occurrence for all steel loads. Such insurance policy shall provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- (c) CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

**CARRIER INITIAL**\_\_\_\_\_

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

(a) **Shipping Document Execution.** Carrier is to be named on the bill of lading as the "carrier of record."

(b) **Carrier Moving Perishables.** Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

(A) Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

(B) Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Broker or Shipper.

(C) Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

(D). All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

9. **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.

**CARRIER INITIAL**\_\_\_\_\_

10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER 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 in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. 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 Section 8 of this Agreement.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or Customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. **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.

13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** 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.

14. **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 severable and that the remaining provisions of this Agreement shall continue in full force and effect.

15. **WAIVER.** CARRIER and Shipper expressly waive 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.

16. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Indiana and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

**“BROKER”**

F&S Logistics  
1920 S. State Rd 3  
Rushville, IN 46173

\_\_\_\_\_

**“CARRIER”**

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_