

Central Logistics (a Division of Central Refrigerated Service, Inc.)

5175 W. 2100 S.

West Valley City, UT. 84120-1252

Phone: (800) 777-9100 Ext. 7123 or 1-800-688-0749, ext. 3

Direct: (801) 924-7133

Fax: (800) 705-9706 or (801) 924-7295

E-mail: sybil.mccubud@centralref.com

Dear Carrier:

We appreciate your interest in becoming an approved carrier for Central Logistics. We offer competitive rates, prompt settlements and experienced professionals. To help you become an approved carrier, please complete and send us the following information:

- Insurance Certificate – A letter is attached which you can forward to your insurance provider
- A copy of your current Operating Authority license
- A copy of your DOT Safety Rating (must be SATISFACTORY). Additionally, your company must have a score of 75 or less in each of the four "Safestat SEA" categories (Accident, Driver, Vehicle and Safety Management).
- Contract Carrier Profile
- Transportation Brokerage Agreement
- W-9 Form for taxpayer identification number and certification

Other Information

- Canadian authorities your company holds
- Copy of your Haz-Mat registration

*To ensure prompt payment for your services, please review Central's billing information sheet.

Please return this information by fax toll free (800) 705-9706 or local (801) 924-7027, utilizing the attached fax cover sheet

Thanks for your interest. We look forward to partnering with you.

Sincerely,

Central Logistics
Carrier Development

CARRIER APPLICANT

PLEASE FAX THIS LETTER TO YOUR INSURANCE AGENT

To: _____

Insured: _____

RE: CERTIFICATE OF INSURANCE

Dear Insurance Agent:

This fax is to request a signed, certificate of insurance on the above Insured. Please include the following information:

1. Coverage (whichever applies)
 - Auto liability (minimum \$1,000,000 policy – U.S. funds)
 - Cargo liability (minimum \$100,000 policy – U. S. funds)

 - Canadian Coverage (whichever applies)
 - Auto liability (minimum \$2,000,000 policy – U. S. fund equivalent)
 - Cargo liability (minimum \$200,000 policy – U. S. fund equivalent)
2. Please make out the Certificate to the following company:
 - Central Refrigerated Service, Inc.
 - 5175 W. 2100 S. West Valley City, UT. 84120-1252
1. It is required that the above-listed companies in item 2 be named as ADDITIONAL INSURED AND be named CERTIFICATE HOLDER with a 30-day cancellation notice. THE CERTIFICATE(S) MUST BE SIGNED.
2. Please indicate whether the Insured has ALL RISK or the BROAD FORM type of cargo insurance.

Note to Insurance Agent / Please FAX the requested information to:

Central Logistics
Attn: Brokerage Department
P.O. Box 26297
Salt Lake City, UT 84126-0297
Fax# (800) 705-9706

Please call the above listed number if you have any questions. Thank you for your quick response.

Carrier Profile

Company Name: _____

FID# _____ MC# _____ DOT# _____

Physical Address: _____ City _____ State _____ Zip _____

Mailing Address: _____ City _____ State _____ Zip _____

Remit To: _____ City _____ State _____ Zip _____

Phone# _____ Fax# _____ Toll Free# _____

After-hours emergency# _____ Dispatch Contact _____

Website: _____ E-mail _____

Driver Resources and Equipment

Owner Operators ____ Y ____ N Company Drivers ____ Y ____ N # of Teams _____

Satellite Tracking ____ Y ____ N Cellular Phones ____ Y ____ N Pagers ____ Y ____ N

#of Power Units _____ Hazmat Reg. # _____

Do you guarantee your drivers to be home every weekend? ____ Y ____ N

Number of	Sizes
Dry van trailers _____	_____
Reefer trailers _____	_____
Specialized trailers _____	_____
Flatbed Trailers _____	Size Tarps 4-ft _____, 6-ft _____, 8-ft _____

Service Areas

All 48 States ____ Y ____ N

Preferred Lanes: _____

APPENDIX A

REQUIREMENTS FOR HAZARDOUS MATERIALS SHIPMENTS

For any shipment arranged by BROKER to be transported by Carrier involving transportation of hazardous materials or waste requiring vehicle placarding under 49 CFR Part 172, the parties agree the following provisions shall apply, in addition to provisions in the Transportation Brokerage Agreement, to which this Appendix is attached:

- 1) CARRIER also represents and warrants it holds all Federal and/or state permits and registrations necessary to transport the hazardous materials or waste, and CARRIER shall provide BROKER copies of all appropriate documents upon BROKER's request.
- 2) CARRIER shall immediately notify BROKER of any revocation of suspension of the permits and registrations and any change in CARRIER's "Satisfactory" USDOT safety rating. CARRIER acknowledges a "Satisfactory" USDOT safety rating is a prerequisite to transporting hazardous materials or waste under this agreement.
- 3) CARRIER also represents and warrants all CARRIER's drivers transporting hazardous materials or waste are (1) properly trained under Federal and state laws and (2) have the proper endorsements on their Commercial Driver's License to transport such shipments.
- 4) CARRIER shall comply with all Federal, state, and local laws regarding the transportation of hazardous materials or waste.
- 5) If CARRIER is requested to transport hazardous materials or waste for which CARRIER must maintain \$5 million (\$US) liability coverage under 49 CFR 387.9, CARRIER shall procure and maintain, at its sole expense, public liability and property damage insurance from a reputable and financially responsible insurance company insuring CARRIER for at least \$5 million (\$US) per occurrence. Such insurance shall name CARRIER and BROKER as insured's for any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous substance, arising out of or in any way related to CARRIER's transportation.

Dated _____ 2010.

"BROKER"

Central Logistics

By: _____
Authorized Agent or Attorney-in-fact

Printed: _____

Address: 5175 W. 2100 S.
West Valley City, UT 84120-1252

"CARRIER"

Company: _____

By: _____
Authorized Agent or Attorney-in-fact

Printed: _____

Address:| _____

Phone _____ Fax _____

FID# _____ DOT# _____

CENTRAL LOGISTICS (a division of Central Refrigerated Service, Inc.)

The Internal Revenue Service requires us to have a W-9 on file for all payees containing certain taxpayer identification information. This is used to determine whether or not we should file information Form 1099-MISC annually for a specific payee, and if so, what name and identification number we should use.

If your business is incorporated or a partnership, then give us the name of the corporation or partnership according to your tax returns, along with the matching Federal ID number. If this business is an individual doing business as (d.b.a.), then we will need your individual name and Social Security Number.

Please complete the substitute W-9 with the necessary information in the box that is appropriate for your business and return it to us.

<u>CORPORATIONS</u>	
Corporation Name _____	State of _____
Incorporation _____	
Corporation's Federal Tax ID# _____	

<u>PARTNERSHIPS OR SOLE PROPRIETORSHIPS</u>	
Business name (as used for tax purposes) _____	
Federal Tax ID# _____ or Social Security # _____	

Carrier Name _____

Street Address _____

Name (please print) _____

Certification

Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature _____ Title _____ Date _____

Central Logistics (a Division of Central Refrigerated Service, Inc.)
5175 W. 2100 S.
West Valley City, UT. 84120-1252
Phone: (800) 777-9100 ext. 7133 or 1-800-688-0749, ext. 3
Fax: (800) 705-9706
E-mail: kayla.mccloud@centralref.com

BILLING INFORMATION

It is the goal of Central Logistics to pay carriers promptly and efficiently for their services. Please submit the following (necessary) paperwork with each individual invoice.

- 1) Original bill of lading.
- 2) Delivery receipt, delivery signature
- 3) Your company's invoice at the agreed upon rate
- 4) Copy of the rate confirmation sheet.

***All documents listed above must reference the Central Logistics trip number provided on the rate confirmation sheet.**

Please send/mail all paperwork to the following address:

Central Logistics
Attn: Brokerage Manager
P.O. Box 26297
Salt Lake City, UT. 84126-0297

TRANSPORTATION BROKER AGREEMENT

THIS AGREEMENT made and entered into at Salt Lake City, Utah this _____ day of _____, 2010 between Central Logistics (a Division of Central Refrigerated Service, Inc.), Federal I.D. No. 75-3033201, P.O. Box 26297, Salt Lake City, Utah 84126-0297, hereinafter referred to as "Broker," and _____ hereinafter referred to as "Carrier."

RECITALS:

- A. Broker is duly authorized to engage in the arrangement of transportation as a Broker, and desires to engage Carrier from time to time to transport certain commodities. For purposes of this Agreement, each engagement is referred to herein as a "Shipment."
- B. Carrier is duly authorized to engage in shipments as a contract carrier of commodities, and desires to haul Shipments as requested by Broker.
- C. The Parties desire to enter into the Agreement, which Agreement shall govern any contract between the parties with respect to a Shipment.

AGREEMENT:

1. Transportation of Commodities. Broker agrees to engage Carrier from time to time for the purpose of hauling commodities as a contract carrier. Carrier agrees to haul such commodities as requested by Broker. The terms of this agreement shall control any shipment tendered to and accepted by Carrier.
2. Term. This Agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this Agreement at any time upon thirty (30) days notice to the other.
3. Obligations of Carrier Carrier agrees, with respect to each such Shipment:
 - a. That Carrier now has, and shall at all times have, all necessary permits and licenses to transport the Shipment as required.
 - b. That Carrier must maintain a "SATISFACTORY" DOT Safety Rating and Carrier agrees that any change in Carrier's DOT Safety Rating status will be reported immediately to Central Logistics. Additionally, that carrier must have a score of 75 or less in each of the four "Safestat SEA" categories (Accident, Driver, Vehicle and Safety Management).
 - c. That Carrier will Provide Liability insurance in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and an amount of not less than **One Hundred Thousand Dollars (\$100,000.00)** for damage to freight in any single loss, or all insurance required by all applicable laws, rules, or regulations, whichever is greater. Carrier will, upon request, furnish Broker with certificates of all such insurance. All such insurance shall name Broker as an additional insured.
 - d. That Carrier will furnish all equipment required for the performance of its services and will maintain all such equipment in good repair and condition.
 - e. That Carrier will employ and be solely responsible for all personnel employed with respect to any Shipment and will be solely responsible for each such employee's licensing and competence.
 - f. That Carrier will not cause or permit any Shipment to be transported by any other motor carrier or any other substitute mode of transportation.
 - g. That Carrier will be responsible to comply with all applicable state and federal regulations, including those of the Federal Highway Administration or its predecessor the Interstate Commerce Commission ("ICC") and Department of Transportation ("DOT").
 - h. That Carrier shall be responsible for all Shipments while in transit and shall hold Broker harmless from and indemnify Broker against any claims of liability resulting from loss or damage to any freight transported by Carrier or to any claim for injury or damages resulting from the transportation of a Shipment, including all reasonable attorneys' fees and costs of defense. Carrier shall be liable for full loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.
 - i. That Carrier shall not claim, and hereby waives any right to claim, and lien in any Shipment.

4. Rates, Charges, and Payment Broker agrees to pay Carrier for transportation under this Agreement in accordance with the Schedule of Rates and Charges attached hereto as Exhibit "A," or later amendments thereto. Broker agrees to pay Carrier within 30 days of receipt of Carrier's freight bill with attached original Bill of Lading as proof of delivery. Even though Carrier may hold authority from the Federal Highway Administration or its predecessor the ICC to operate as a common carrier and Carrier's rates and tariffs filed with the Federal Highway Administration or its predecessor the ICC shall not under any circumstances be applicable to any Shipment transported on behalf of Broker

5. Representations

a. Broker hereby represents that it is duly authorized to operate as a broker under the Federal Highway Administration or its predecessor the ICC License No. MC-135221-B and that Broker shall be duly licensed at any time it requests Carrier to transport a Shipment under the terms of this Agreement.

a. Carrier represents that it is duly authorized to engage as a contract carrier under the Federal Highway Administration or its predecessor the ICC Permit No. MC _____ and that it shall be duly licensed at the time of each Shipment.

b. Carrier shall 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 the Broker's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the Broker was first tendered to the Carrier by the Broker. If Carrier breaches this agreement and "back-solicits" the brokers customers, and obtains traffic from such a customer, the Broker then is entitled, for a period of 15 months after the involved traffic first begins to move, to a commission from the carrier of 10% of the transportation revenue received on the movement of the traffic.

6. Miscellaneous

a. In the event of any conflict between this Agreement and any other document, the terms and conditions of this Agreement shall control.

b. In the event any clause or provision in this Agreement is declared to be unenforceable, the remainder of this Agreement shall remain in full force and effect as between the parties.

c. This Agreement shall be executed by the Broker in the State of Utah and shall be construed under the laws of the State of Utah, including that state's conflicts of laws rules.

d. This Agreement may be executed in counterparts, and a signed copy or counterpart of this Agreement shall be considered an original for all purposes.

e. For all purposes of this Agreement, Carrier is an independent contractor, and has no authority to act for Broker as an agent for any purposes.

f. Carrier authorizes Central Brokerage Services to invoice Shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to Central Brokerage Services shall relieve Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges.

This Agreement shall be governed by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

IN WITNESS WHEREOF

The parties have set their hands and seals this day of _____, 2010.

Carrier: _____

Broker: Central Logistics

By _____

By _____

Print Name, Title _____

Print Name, Title _____

Central Logistics (a Division of Central Refrigerated Service, Inc.)

Website: <http://www.centrallogistics.com>