Maryland Freight Solutions Inc.

3000 Manchester RD ST S2, Manchester, MD 21102

CONTACT DETAILS:

Phone: (443)-917-8839

INQURIES: brokerage@mdfreightsolutions.com

ACCOUNTS: brokerage@mdfreightsolutions.com

**MC:** 1543511

**DOT:** 4065612

**Maryland Freight Solutions Inc.**

**Dear Carrier:** We appreciate your interest in becoming one of our beloved Carriers. Please forward the information listed below as soon as possible.

NEW CARRIER DOCUMENT CHECKLIST:

Please provide the following documents: - Carrier Profile

Signed & Initialed BROKER/CARRIER contract

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MC Authority Document Certificate of Insurance

ACH Authorization Form Approved carrier requirement:

* Hold a valid MC and associated authority to operate or DOT (intra-state

carrier ONLY)

* Valid insurance $1 million Auto Liability $100,000 Cargo and Workers Compensation in amounts required by status (but not less than

$500,000). Insurance certificate must be received directly from your insurance agent

* If you have conditional safety rating, you must provide a Letter of Safety stating what actions are being taken to improve your safety rating to Satisfactory.
* Your insurance company MUST have an A.M. Best rating of A- or better

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* ALL Carriers: 1. Must have an active authority for at least Six (6) months. 2. Must have three (3) Broker references.

No alternation of the master transportation service agreement will be accepted. Thank you for your cooperation

PLEASE SEND YOUR COMPLETED CARRIER PACKET TO CARRIER COMPLICANCE ON EMAIL brokerage@mdfreightsolutions.com

**Maryland Freight Solutions Inc.**

**CONTRACT CARRIER AGREEMENT:**

THIS CONTRACT CARRIER AGREEMENT (the “Agreement”) is entered into and effective as of the day of , 20 , by and between Maryland Freight Solutions Inc., a Maryland limited liability company having its principal place of business Maryland Freight Solutions Inc. 3000 Manchester RD ST S2 Manchester, MD 21102, and (“Carrier”) a/an having its principal place of business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECITALS:

1. MFS INC is in the business of, among other things, arranging transportation of property by motor carriers for its customers, and is duly registered and licensed as a property broker with the Federal Motor Carrier Safety

Administration (“FMCSA”) in Docket No. MC 1543511 (a copy of such license is attached hereto as Exhibit A).

1. Carrier is a contract motor carrier of property duly registered and licensed with the FMCSA in Docket No. MC (a copy of such license is attached hereto as Exhibit B). Carrier’s US. DOT # is .
2. MFS INC desires to engage Carrier, on a non-exclusive basis, to transport property for or on behalf of MFS INC’s customers (“Customers”), and Cartier

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desires to provide such transportation services to MFS INC’s Customers,

pursuant to the terms and conditions of this Agreement.

Therefore, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS INC and Carrier hereby agree as follows:

1. Shipments; Carrier’s Services.
	1. MFS INC shall tender such interstate and intrastate shipments to Carrier as MFS INC determines from time to time during the Term hereof based on the needs of its Customers (“Shipments”), and Carrier shall transport Shipments in accordance with the terms and conditions of this Agreement. Carrier agrees that all Shipments tendered to and accepted by Carrier hereunder shall be transported only by Carrier using solely equipment owned by Carrier and

operating exclusively under Carrier’s own motor carrier operating authority. Carrier shall not in any manner subcontract, broker, co-broker or otherwise arrange for any portion of any Shipment to be transported by any third party Without the prior express written consent of MFS INC. Carrier warrants that it is a motor carrier of property duly authorized by the FMCSA to perform the transportation services provided herein and that all transportation performed by it for or on behalf of MFS INC and/or MFS INC’s Customers shall be as a contract carrier pursuant to the terms and conditions of this Agreement. Carrier further warrants that while it may also hold authority from the FMCSA to operate as a motor common carrier, no transportation services will be

performed by it for or on behalf of MFS INC and/or MFS INC’s Customers as a motor common carrier. Carrier shall indemnify, defend and hold harmless MFS INC and MFS INC’s Customers from and against any damage, loss, cost or

expense, including attorneys’ fees, arising out of or relating in any way to any

breach by Carrier of this Section 1, including cargo loss, damage, delay,

Carrier’s failure to pay freight, detention or other charges to any third party, and

any incidental or consequential damages, including loss of business or profits.

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* 1. Carrier represents and warrants to MFS INC that it has and will maintain in good standing all requisite licenses, permits, authority, expertise and qualifications to fully and lawfully perform the transportation services contemplated hereunder. Without limiting the generality of the foregoing, Carrier represents and warrants that its license to perform the services described herein is in full force and effect. Carrier covenants and agrees that it shall notify TL immediately in the event of any change in Carrier’s licensure, authority or ability to perform transportation-related services.
	2. Carrier covenants and agrees that it shall perform its transportation services hereunder in a timely, competent, qualified, and professional manner using its best efforts consistent with the highest industry standards and in strict accordance with the applicable specifications, documentation and standards set forth or referenced in this Agreement. Carrier shall make all efforts and take all necessary or prudent precautions to protect all property of MFS INC and/or its Customers from any and all damage and to protect all persons, including MFS INC, its Customers, consignee and eonsignor employees, and Carrier employees from injury. Carrier shall be liable to MFS INC and its respective Customer(s) for loss or damage to any cargo, up to the manufacturer’s replacement cost of such cargo, occurring while the cargo is in the possession, custody or control of Carrier or its employees, agents or subcontractors.
	3. Carrier covenants and agrees that the services to be provided by Carrier under this Agreement shall be designed to meet the distinct needs of MFS INC and its respective Customers, which may include, but not be limited to, transportation of Hazardous Materials, multiple pick-ups and deliveries, telephonic confirmation of delivery, transmission of freight bills and shipment status

electronically in a form compatible with MFS INC’s and its respective Customers’ computer systems, meeting narrow and essential shipping and receiving schedules, spotting of equipment, C.O.D. service, circuitous route

service, specialized loading and unloading services, use of drivers familiar with

the unloading procedures of MFS INC’s Customers’ contractors, short- notice

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service, and contract transportation charges negotiated to meet the distinct needs of MFS INC and its respective Customers.

1. Compensation; Payment Terms; Mileage & Accessorial Charges.

Carrier’s sole compensation for all Shipments hereunder shall be the rates and charges to be paid by MFS INC as expressly provided below (and Carrier shall not under any circumstances bill or collect any compensation from MFS INC’s Customers). The following provisions shall apply with respect to Carrier’s compensation for Shipments and transportation-related services:

* 1. Carrier and MFS INC may orally agree upon the rate or compensation to be paid to Carrier for, and the terms and conditions applicable to, any Shipment tendered by MFS INC under this Agreement. All Shipments, including those initially tendered and accepted orally, will be confirmed by MFS INC to Carrier in a written or electronic confirmation (the “Confi11nation”) that sets forth the rates, terms, and conditions applicable to each Shipment. Unless Carrier objects in writing (including via e-mail) to the contents of the Confirmation within twenty-four (24) hours of transmittal by MFS INC to Carrier, Carrier shall be deemed to have agreed to all of the rates, terms and conditions of the Confirmation. Each Confirmation shall be incorporated into and considered to be a part of this Agreement, and the parties agree to retain all such Confirmations for MFS INC least three (3) years following the expiration or termination of this Agreement for any reason, or such longer period as may be required by applicable law. In the event that the rate for a Shipment is not stated on the Confirmation, the rates and charges for the Shipment shall be computed MFS INC eighty cents ($0.80) per load mile.
	2. Carrier agrees that any tariffs, circulars, pricing authorities, or similar documents that it publishes shall not apply to any transportation services provided by Carrier under this Agreement except to the extent such tariff, circular, pricing authority or similar document is expressly incorporated, through a separate written instrument, into this Agreement or into a Confirmation.

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* 1. For each freight movement or Shipment, the parties may specify the mileage to apply for purposes of computing transportation charges if a mileage rate schedule applies. Otherwise, the mileage according to the then current version of PC Miler will apply. There shall be no charge for waiting time or demurrage on any Shipment other than as expressly provided for in this Section 2(c). Carrier shall allow two (2) hours of free time for loading and after that free time has expired, MFS INC shall pay for waiting MFS INC the rate of

$35.00 per hour, not to exceed a total of $150.00. Carrier shall allow two (2) hours of free time for unloading and after that free time has expired, MFS INC shall pay for waiting MFS INC the rate of $35.00 per hour, not to exceed a total of $150.00. In order to be eligible to receive payment for waiting time, Carrier must first furnish to MFS INC written proof of the time of arrival of the subject vehicle for loading/unloading and the time of completion of the loading/unloading on the Bill of Lading for the subject Shipment, or other appropriate shipping document reasonably acceptable to MFS INC. Time spent waiting prior to the time of opening for business of the consignor or consignee, as the case may he, shall not be included in the computation of either free time or waiting time. In order to receive payment for waiting time, Carrier must first give MFS INC telephone notice that chargeable waiting time is about to commence or accrue so that MFS INC has an opportunity to intervene with the consignor/consignee in order to avert or minimize such charges for waiting time. Carrier shall not be entitled to any payment for waiting time which was caused due to a Force Majeure, strikes or acts or omissions of the Carrier, or

because Carrier’s driver has run out of hours or is otherwise legally prohibited from driving. Appointments for loading and unloading are to be made MFS INC no additional charge. Waiting time incurred on account of Carrier’s failure to keep its scheduled appointment for pick- up or delivery shall not be charged to MFS INC or MFS INC’s Customers. Loads shall be held for delivery and/or re- delivery MFS INC no additional charge. Upon the request of the consignor and/or consignee of any Shipment transported by Carrier pursuant to this

Agreement for Carrier to load and/or unload any such Shipment from Carrier’s vehicle, Carrier shall provide such loading and/or unloading service MFS INC its

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own sole expense unless otherwise provided for in a Confirmation from TL for a specific Shipment.

* 1. The rates and charges for Shipments properly delivered by Carrier in accordance with this Agreement will be payable within twenty five (25) days following MFS INC’s receipt of Carrier’s freight bill, the Bill of Lading or delivery receipt, and all other documentation called for under this Agreement (including in Section 6 below) and the applicable Confirmation and applicable law. Carrier hereby (i) appoints and designates MFS INC as its agent for the purpose of billing and collection of freight charges and, notwithstanding any provision of applicable law to the contrary, Carrier waives any and all rights to claim, demand, or pursue payment from any person other than MFS INC for any Shipment tendered pursuant to this Agreement or any services related to such Shipment; (ii) agrees not to contact MFS INC's Customers, consignors, consignees or any party other than MFS INC concerning payment for Shipments or transportation services; and (iii) agrees to indemnify, defend, and hold MFS INC, its Customers, consignors, and consignees harmless from any claim or demand made by any subcontractor of Carrier or other party for payment for transportation services related to a Shipment tendered under this Agreement.
	2. In its sole discretion, MFS INC may withhold compensation owed to Carrier to satisfy claims or shortages arising out of this Agreement or other agreements with Carrier, or to satisfy advances made to, or on behalf of, Carrier, or to satisfy any debt owed by Carrier to MFS INC. MFS INC’s right to withhold compensation shall arise only if the underlying claim or debt has not been acknowledged in writing by Carrier within thirty (30) days of presentation by MFS INC, or the claim or debt has neither been paid nor denied for a valid

reason within ninety (90) days of presentation by MFS INC. MFS INC’s withholding of compensation shall not give rise to any right on the part of Carrier or any subcontractor of Carrier or other party to seek payment from MFS INC’s Customers, consignors, consignees, or any other third party in violation of the other provisions of this Agreement.

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* 1. Any claim for overpayment or underpayment with respect to Shipments or related transportation services provided pursuant to this Agreement shall be presented by the party asserting the claim to the other party within sixty (60) days of discovery of the claim, but in no event will any such claim(s) be asserted more than one hundred eighty (180) days after the delivery of the Shipment or Shipments giving rise to any such claim. Claims shall be supported by appropriate documentation showing, MFS INC a minimum, the amount of the overcharge or the undercharge, as the case may be. Each party shall pay, deny, or make a firm compromise offer within forty-five (45) days of receiving a claim from the other party. Any litigation to recover overcharges or undercharges shall be instituted Within eighteen (18) months of the date of delivery of the Shipment(s) to which such overcharge or undercharge claim relates. In addition, MFS INC shall not be responsible for payment of any rates or charges for any Shipment with respect to which the freight bill, delivery receipt and proper documentation are not submitted to MFS INC by Carrier within one hundred eighty (180) days after the date of delivery of the Shipment.
	2. Carrier shall finish and pay for all necessary fuel, oil, gasoline, tires and repairs for the operation of its equipment, licenses, fees, taxes, fuel tax payments, road tax, equipment use fees or taxes, equipment license fees, driver's license fees, tolls, ferries, detention, accessorial services, base plates and any other fees and fines that may be assessed on its equipment or its operations, including in connection with all Shipments hereunder and transportation services rendered in connection therewith.
	3. Carrier shall provide MFS INC with written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this Agreement MFS INC least thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the name and address of the assignee/transferee, date, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by MFS INC. Carrier shall be allowed to have only one assignment, factoring or transfer legally effective MFS INC any one point in time arising from services provided by Carrier under this Agreement. Carrier shall

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indemnify MFS INC and its directors, officers, employees, affiliates and Customers against and hold them harmless from any and all lawsuits, claims, actions, damages (including reasonable attorneys’ fees), obligations, liabilities, and liens arising or imposed in connection with the assignment or transfer of any account or right arising thereunder where the Carrier has not complied with the notification requirements of this section. Carrier also releases and waives any right, claim, or action against MFS INC for any amount due and owing under this Agreement where Carrier has not complied with the notice

requirements of this section. In no event shall MFS INC’s right or ability to offset any claims which it may have against Carrier pursuant to this Agreement or otherwise against any monies otherwise owing to the Carrier be limited or

negatively affected in any manner by the Carrier’s assignment, factoring, or other transfer of its right to receive payments referred hereinabove. MFS INC’s right to deduct trip advances from payment for freight charges for a specific Shipment shall not be modified or affected by any factoring or assignment or transfer of receivables by Carrier.

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1. Independent Contractors.

Nothing contained in this Agreement shall be construed to constitute Carrier as the partner, joint venturer, employee or agent of MFS INC. Carrier shall have no authority to bind MFS INC in any respect. Carrier shall be solely responsible for and exercise exclusive control, supervision and direction over: (a) all means, methods, techniques, sequences, practices, safety precautions and procedures used by Carrier and any of Carrier’s personnel in performance of transportation services hereunder, (b) the persons engaged in providing transportation services; and (c) the motor vehicles and other equipment selected and used to provide transportation services. Carrier shall ensure that the personnel and equipment used in providing transportation services hereunder shall be dedicated for exclusive use while transporting freight tendered by MFS INC, and that such personnel, equipment and services shall be selected, designed and sufficient to meet TL’s and its Customers’ distinct needs, which may include specialized equipment, personnel and services as indicated with respect to each Shipment. Carrier warrants that all equipment provided or used pursuant to this Agreement shall be properly maintained, in first class operating

condition and suitable for transporting all freight tendered. Carrier shall be solely responsible for the payment of local, state, and federal payroll taxes, worker’s compensation, social security and related payment and withholding requirements. With respect to all persons engaged by Carrier in the performance of transportation services.

1. Compliance with Law.

Carrier shall comply with all laws, rules, and regulations of any duly constituted governmental authority affecting the performance of the transportation services to be rendered pursuant to this Agreement. Carrier will be solely responsible for any acts, omissions, and/or Violations by Carrier, its employees, contractors or agents and will defend, indemnify and save MFS INC and its Customers and their respective directors, officers, employees and affiliates harmless from any fine, penalty or liability that may result from such acts, omissions or Violations;

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provided, however, that this paragraph shall not apply to any penalty or liability arising solely as a consequence of any wrongful or negligent acts, omissions, or violations by MFS INC. Carrier represents and warrants that the drivers and other personnel operating its vehicles and engaged in providing services pursuant to this Agreement are competent and properly experienced, trained and licensed (including with respect to the transportation of Hazardous Materials) and are fully informed concerning their responsibilities for all tendered freight. Carrier further warrants that all motor vehicle equipment provided by Carrier for the transportation of food grade products will comply with the requirements of The Sanitary Food Transportation Act, that no freight transported pursuant to this Agreement shall become, or shall be deemed to be adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act, the Federal Meat Inspection Act, or the Federal Poultry Products Inspection Act, as amended and as may be amended in the future, or any other federal, state or local law or regulation of similar kind or content, by reason of being or having been transported in or with motor vehicle equipment provided by Carrier to transport freight tendered or arranged by MFS INC, or as a

consequence of any of Carrier’s activities in furtherance of such transport, and that none of the equipment provided for the transportation of food or food grade products has been or will be used for the transportation of any waste of any kind, garbage, Hazardous Materials or any other commodity that might adulterate or contaminate food, food products, animal feed or cosmetics. No poison, pesticide, rodenticide or other toxic or hazardous commodity shall be transported in the same vehicle and MFS INC the same time as any Shipment of food, foodstuffs, food products, commodities intended for human or animal consumption as food or food supplements or ingredients, or cosmetics. Should Carrier violate this paragraph in any respect, it shall be liable for all claims occurring as a consequence thereof, without regard to fault or negligence on Carrier’s part and without regard to whether or not any actual contamination to any such Shipment occurred, and no salvage or salvage set off shall be allowed. Carrier represents that the transportation and related services rendered hereunder will be performed without Violating any federal or state laws or any rules or regulations of any federal, state or local agencies or

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regulatory bodies having jurisdiction over the operations. Carrier agrees that it

will MFS INC all times have a U.S. DOT Safety Rating that is “Satisfactory” (or

“Unrated”) or better, and that MFS INC no time will Carrier allow its Safety Rating to become “Conditional” or “Unsatisfactory.” A “Conditional” or “Unsatisfactory” Safety Rating shall be considered to be a material default of this Agreement by Carrier. Carrier covenants and agrees that it shall notify TL immediately in the

event of any change in Carrier’s U.S. DOT Safety Rating or in the event Carrier receives an alert status as to any BASIC under the DOT/FMCSA, CSA safety management system.

1. Carrier’s Handling of Freight.
	1. Carrier will transport all Shipments tendered pursuant to this Agreement to the specified consignee MFS INC the specified destination MFS INC the time specified in the Confirmation, or, if there is no time specified, then within a reasonable time. MFS INC and Carrier both agree and recognize that time is of the essence of this Agreement and that, due to varying geographical origins together with the need for expeditious transportation, both parties will commence performance under this Agreement immediately following the oral tender of a Shipment to Carrier by MFS INC and prior to MFS INC’s issuance of a Confirmation. It is understood that all Shipment handling requirements are those of TL’s Customers and that Carrier will comply with all such requirements.
	2. MFS INC the time each Shipment is received by Carrier from MFS INC’s Customer(s), Carrier shall request and obtain instructions provided by MFS INC’s Customer(s) concerning all handling, securing and product or freight protection requirements (heat, cold, moisture, etc.) of each Shipment, including delivery schedules and appointments or appointment windows, on the Bill of Lading or otherwise, and Carrier shall be solely liable for any damages occurring if Carrier either fails to do so or fails to comply with such instructions. To the extent that there is a conflict between any Shipment handling instructions given to Carrier prior to the pick—up of any Shipment and the instructions given by the shipper or consignor 0f the Shipment MFS INC the

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time of Carrier’s receipt, Carrier shall immediately telephone MFS INC for instructions prior to departing the origin location with the Shipment.

* 1. Missed delivery appointments may result in the imposition of fees and

penalties and/or claims for contractual damages by MFS INC’s Customers, shippers or consignees of shipments tendered by MFS INC to Carrier. Carrier shall be responsible for the payment of all such fees, penalties or damages within 30 days of Carrier’s receipt of notice that such fees or penalties have been imposed or such damages have been claimed, without regard to fault or negligence, and, subject to MFS INC’s instructions, shall either pay MFS INC’s Customer directly, or reimburse MFS INC for any such payments which MFS INC has made to its Customers.

* 1. Carrier is responsible for ensuring that all freight is properly blocked and braced for transportation unless the freight is tendered to Carrier in a pre- loaded, sealed trailer, and Carrier has been instructed not to the break the seal(s) on the trailer, which facts must be noted on the Bill of Lading. Carrier is responsible to determine that the goods being shipped are in apparent good order and condition, to the extent that this is ascertainable through a Visual examination of the exterior of the goods shipped, before loading and, in the event that the condition of the goods cannot be adequately inspected, Carrier shall contact MFS INC for further instructions.
	2. Carrier agrees to be bound by and comply with any special terms and conditions that may be imposed by TL’s Customers for the transportation and handling of the Customers’ freight and agrees that TL may specify any such special Customer terms on the Confirmation(s) for the applicable Shipment(s).
1. Bills of Lading & Skinning Documents.
	1. Carrier will issue to MFS INC’s Customer(s) and sign a standard, uniform straight Bill of Lading, or other receipt acceptable to MFS INC and MFS INC’s Customers, upon acceptance of goods for transportation, and will promptly submit a copy of same to TL. Bills of Lading may be upon a form prepared and

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presented by TL’s Customers but shall contain, MFS INC a minimum, the information required pursuant to 49 C.F.R. §373. Carrier agrees that TL’s name will not be listed as the Carrier on any Bill of Lading and that, if such a listing should occur, the listing shall not change TL’s status as a property broker nor Carrier’s status as a motor carrier. It is the signing of Bill of Lading by Carrier’s driver or other representative that constitutes “execution” of the Bill of Lading,

not the preparation of that document. In the event that the terms and conditions of any Bill of Lading executed by Carrier in connection with a Shipment transported pursuant to this Agreement shall conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and take precedence. Carrier assumes the liability of an interstate motor carrier, as specified in 49 U.S.C. § 14706 or any successor law or statute, for all freight transported pursuant to this Agreement. The receipt or Bill of Lading issued and executed by Carrier shall be prima—facie evidence of receipt of such goods in good order and condition by Carrier unless otherwise noted on the face of said document by Carrier. In the event that Carrier’s personnel are not allowed or afforded an opportunity to View and/or examine the goods

shipped prior to loading on the Carrier’s vehicle in order to ascertain the condition of those goods, then the absence of any exception to the condition of the goods on the Bill of Lading shall not be conclusive against Carrier as to the condition of the goods when received. However, in such event, Carrier’s personnel shall note on the Bill of Lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped. Failure of Carrier’s personnel to make such a notation shall create a rebuttable presumption that the goods were received by Carrier in the correct quantity and in good

condition. MFS INC and MFS INC’s Customers specifically reserve all rights and remedies conferred by 49 U.S.C. § 14706 or any successor law or statute, and this Agreement is subject to and governed by said statute unless otherwise expressly provided herein.

* 1. Carrier shall submit to MFS INC all shipping documents within seven (7) days after delivery of each Shipment transported pursuant to this Agreement. In order to be eligible for payment hereunder, such shipping documents shall include: (i) if applicable, a Continuation, duly signed by Carrier, acknowledging

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a change in compensation for any specific Shipment or Shipments; and (b) Carrier’s freight bill with attached original Bill of Lading (or a readable copy thereof), without exception or notation, signed by the consignee MFS INC point of delivery as proof of delivery of the Shipment, on time, on schedule, and in good order and condition. Only if no Bill of Lading was provided MFS INC point of origin will a written and signed delivery receipt be acceptable as a substitute for purposes of this Section 6.

1. Insurance.
	1. Throughout the term of this Agreement, Carrier shall procure and maintain, and ensure that any permitted subcontractors have and maintain, appropriate insurance to provide the services of the kind and in amounts necessary or appropriate in connection with the services to be performed hereunder, and in no event less than the following:

Automobile Liability $1,000,000 combined single limit covering all automobiles used in connection with

the transportation services hereunder, including any vehicles newly acquired by insured following the date of this Agreement.

Commercial General Liability $1,000,000 per occurrence with an aggregate limit of liability not less than

$2,000,000. This must include pollution liability and cross liability coverage, products liability, and contractual obligations (including coverage with respect to all of Carrier’s indemnity and other obligations under this Agreement).

Worker’s compensation In accordance with applicable law

Employer’s Liability $1,000,000 Bodily Injury By Accident

$1,000,000 Bodily Injury By Disease —

Per Employee

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Excess/Umbrella Liability Covering claims in excess of the underlying insurance described above,

with a $5,000,000 minimum per occurrence and $5,000,000 annual aggregate.

“All Risk” Cargo Insurance $100,000 per Shipment, covering all

automobiles used in connection with the transportation services hereunder, including any vehicles newly acquired by insured following the date of this Agreement.

Additional endorsements and requirements as necessary to comply With applicable laws, rules, regulations or Customer contracts

* 1. All policies of liability insurance to be maintained by Carrier shall be written and endorsed to include MFS INC (and the respective Customer as and when requested) as additional named insureds, with waivers of subrogation, and to provide MFS INC With thirty (30) days” written notice prior to cancellation or expiration. Cargo insurance shall be endorsed to include MFS INC and the

respective Customer as additional named insureds and loss payees. All policies of insurance required of Carrier hereunder shall include a MCS-90 endorsement, shall be primary, and shall be issued only by duly authorized insurance companies with A.M. Best Insurance Reports Ratings of A— or better. Carrier shall furnish to TL upon request written certificates of insurance showing that all policies required hereunder are in full force and effect or were in full force and effect MFS INC any such times that Carrier performed services hereunder. Absent applicable state laws or regulations to the contrary, none of Carrier’s liability insurance policies specified hereinabove shall contain any exclusions for punitive damages, employee theft and dishonesty coverage,

non- scheduled equipment, unattended equipment or refrigeration failure claims. Notwithstanding the foregoing, the insurance policies to be maintained by Carrier shall not contain any restrictions, exclusions, or auto symbols which are not approved or accepted by TL in advance of Carrier’s rendering of services (including exclusions for unattended vehicles, mechanical refrigeration

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failure or exclusions of specific types or kinds of freight). Carrier warrants that MFS INC all times it will maintain and have on file with the FMCSA or any successor agency appropriate insurance forms (e.g., BMC-91 or 91X with regard to liability insurance, BMC-34 with BMC—32 endorsement with regard to cargo insurance, and Sudden & Accidental Pollution Coverage (CA 9948) with regard to the transportation of Hazardous Materials). Carrier’s liability for cargo loss or damage and its indemnification obligations under this Agreement shall not be reduced or limited by the insurance policy limits required hereunder or actually obtained by Carrier.

1. Cargo Claims.

Carrier shall pay or settle all cargo loss or damage claims within sixty (60) days from the date of receipt of notice of such claim. Carrier assumes' liability for all Shipments transported pursuant to this Agreement to the full extent as applicable to an interstate motor carrier pursuant to 49 U.S.C. § 14706, which statute shall apply to all claims for loss, damage and/or delay to freight tendered pursuant to this Agreement. Carrier shall comply with all specified

delivery dates and/or times communicated to Carrier by MFS INC or MFS INC’s Customers with respect to all Shipments tendered and shall be liable to MFS INC and/or its Customers for all financial consequences occurring on account of Carrier’s failure to comply With such delivery dates and times. No released value conditions, whether stated in Carrier’s tariffs, rates or otherwise, shall apply against MFS INC or its Customers. Carrier shall be responsible to pay MFS INC for any loss, damage or delay claims MFS INC may incur or pay to its Customers on account of any transportation services performed by Carrier for MFS INC without regard to fault or negligence. In the event branded or labeled goods are damaged, MFS INC’s Customers may determine, within their sole reasonable discretion, whether the goods may be salvaged, and if salvageable, the value of such salvage. Any salvage proceeds shall be credited against MFS INC’s Customers’ claims against Carrier. MFS INC’s Customers shall have the right to remove all identifying marks or labels when Carrier pays to MFS INC or MFS INC’s Customers the full value of the damaged goods and request possession of the goods for salvage. Alternatively, the goods shall be

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permanently marked as “damaged” or a similar notation, Without debiting or otherwise charging MFS INC’s Customers on account of such notations.

1. Confidentiality: Non-Circumvention: Documentation Retention.
	1. Carrier recognizes and agrees that Carrier and its personnel will learn about, develop, and be entrusted with confidential information concerning TL’s and its Customers’ businesses and affairs by which MFS INC and/or its Customers derive actual or potential economic value from such information or matter being not generally known to other persons or entities who might obtain economic value from its disclosure or use, or which gives TL or its Customers an opportunity to obtain advantages over their competitors who do not know or use the same (the “Confidential Information”). Carrier expressly acknowledges and agrees that, unless the Confidential Information becomes publicly known through legitimate means not involving any act or omission by Carrier or its personnel or affiliates, Carrier and its personnel and affiliates shall not disclose the Confidential Information, and shall guard and protect from disclosure the Confidential Information, to any other person or entity. Carrier and its personnel and affiliates shall not use for their own benefit, or for the benefit of any other person or entity, any of the Confidential Information except as contemplated by and in accordance with the express terms of this Agreement and the Confirmation applicable to the relevant Shipment. Without limiting the generality of the foregoing, the Confidential Information shall include the terms of this Agreement and each Confirmation hereunder, the rates and terms for all transportation services provided hereunder, and all other non—public information regarding each Customer, project and all transportation services hereunder.
	2. During the term of this Agreement and for a period of one (1) year after its termination for any reason, except pursuant to a Confirmation hereunder or the express written permission of TL’s President, which may be withheld in his sole discretion, Carrier and its employees, agents, principals and affiliates shall not, directly or indirectly, solicit, offer to provide or provide any services to any Customer for which Carrier has provided services to TL hereunder or any

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Customer or potential Customer for which TL tenders freight hereunder or with respect to which TL requests services or a proposal for services in writing from Carrier hereunder; provided however, that the foregoing restrictions shall not apply to any specific business or lanes of traffic or freight movement for a specific Customer for whom Cartier directly provided services during the one

(1) year prior to the date of this Agreement as demonstrated by Carrier through the production of the Bill of Lading applicable to such prior transaction.

* 1. During the term of this Agreement and for a period of one (1) year after its termination for any reason, except pursuant to the express written permission of TL’s President, which may be withheld in his sole discretion, Carrier and its employees, agents, principals and affiliates shall not, directly or indirectly, employ, hire or engage, recruit or solicit for employment or engagement, or cause others to hire or solicit for employment or engagement, any person who is or becomes employed by TL or its affiliates during the term of this Agreement, or otherwise seek to influence or alter any such person’s relationship with TL or its affiliates.
	2. Carrier shall maintain, for a period of seven (7) years after final payment for each Shipment, all documents, records and books of account relating to the services performed by Carrier with respect to such Shipment. TL shall have the right to audit, copy and inspect such documents, records and books MFS INC all reasonable times during the course of such services and for the applicable seven (7) year period.
1. Indemnification.

Carrier agrees to defend, indemnify and hold harmless MFS INC, its Customers, and their respective directors, officers, partners, members, managers, affiliates, subcontractors, employees and agents from and against any and all claims or actions of any person or entity and any and all damage, injury, loss, liability, cost or expense, including attorneys’ fees, and other reasonable expenses and costs incurred by any of them, resulting from, arising out of or related to (i) any breach or Violation, or alleged breach or violation, by Carrier or any of its

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employees, agents, affiliates, subcontractors, or assigns of any term, duty, obligation or provision of this Agreement or of any applicable law, rule, regulation or order, (ii) any act or omission by Carrier or any of its employees, agents, affiliates, subcontractors, or assigns in the performance of services hereunder or otherwise, or (iii) the employment or engagement by Carrier of any of Carrier’s personnel, including all compensation, wages, taxes, and employee or other benefits or expenses associated therewith and any event that would provide the basis for a worker’s compensation claim by any such person.

1. Term of Agreement: Termination.
	1. This Agreement shall be effective for an initial period of one (1) year from the date first written above (the “Initial Period”), and, unless otherwise terminated in accordance with the terms hereof, shall be automatically renewed for successive one- year periods (each, a “Renewal Period”) from year to year thereafter. This Agreement is subject to termination by either party MFS INC any time, with or without cause, upon ninety (90) days' written notice to the other party (to the attention of the President or other senior officer of such party); provided however, that, except for a termination pursuant to clause 11(b) below, no such termination by Carrier shall be effective until completion of any and all Shipments pursuant to Confirmations issued prior to the delivery of such notice.
	2. Notwithstanding the foregoing section 11(a), this Agreement may be terminated by either party: (i) immediately following written notice of a material default by the other party under this Agreement, provided that (A) the defaulting party receives written notice of termination containing a reasonably detailed description of the default, and (B) the defaulting party fails to cure such default within ten (10) days following written notice thereof, or (ii) immediately upon the insolvency of the other party, any assignment of the other party for the benefit of its creditors, or the failure of the other party to vacate the appointment of a receiver or trustee for any substantial portion of its assets or business within thirty (30) days from the date of such appointment.

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1. No Liens.

Carrier hereby agrees that it shall have no right, title, interest or claim in or to any of the goods or other property of MFS INC or any of its Customers. Carrier hereby waives and will not assert, suffer or permit any lien to attach to any such goods or other property or in any way encumber or otherwise impair the right of MFS INC and its Customers to immediate possession of the goods or such other property, and Carrier shall immediately surrender possession of the goods and such other property upon demand by MFS INC notwithstanding the existence of any dispute, including any alleged non- payment hereunder, between MFS INC and Carrier. Upon termination of this Agreement by either

party, Carrier shall, MFS INC MFS INC’s direction, promptly (and in any event within not more than two (2) days of MFS INC’s request) return or make available in good repair and condition, all goods and other such property belonging to MFS INC or any of MFS INC’s Customers in Carrier’s possession, custody or control.

1. Force Majeure.

No failure or delay by either party in the performance of its obligations under this Agreement or any Confirmation hereunder shall subject such party to liability hereunder if and to the extent that such failure or delay is caused by acts of God, severe weather conditions, earthquake, fire, explosion, war, act of public enemy, insurrection, embargo, authority of law, actions or failures to act on the part of governmental authorities or other causes beyond such party’s reasonable control (“Force Majeure”). A party whose performance is impaired by such an event shall promptly provide written notice to the other party,

explaining in detail the full particulars and expected duration of any such event, and shall use its best efforts to fully perform its obligations as soon as possible.

1. Miscellaneous.
	1. This Agreement contains the entire understanding of the parties, and all prior discussions, understandings, representations and agreements, whether

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oral or in writing, by or between the parties are superseded and merged into this Agreement, Which, together with the Confirmations and other materials expressly incorporated herein, fully and completely expresses their agreement. This Agreement is entered into with no party relying upon any statement or representation made by any party not embodied in this Agreement. In the event of any conflict or inconsistency between any of the terms and conditions of this Agreement and the specific terms and conditions of any Bill of Lading or similar document, the terms and conditions of this Agreement shall control

* 1. This Agreement is personal to Carrier, and Carrier shall not assign this Agreement or any Shipment hereunder to any other person or entity. Carrier shall not subcontract performance of all or any portion of the services under this Agreement without TL’s express written consent which specifically identifies the subcontractor and the services to be performed by such subcontractor. No such subcontract shall in any event relieve Carrier of any of its duties or responsibilities under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
	2. All issues concerning this Agreement, any Confirmation, and/or any Shipment shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the state of Maryland. Each party expressly agrees that suit to enforce any provision of this Agreement or any Confirmation or to resolve any other dispute between the parties relating to the subject matter herein shall be brought exclusively in either the United States District Court for the District of Maryland or other court of competent jurisdiction sitting in Manchester Maryland, and each party hereto expressly and irrevocably consents to the jurisdiction of such courts.
	3. If any section or provision of this Agreement shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or contrary to applicable

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public policies, such section or provision shall be deemed amended to delete there from such portion so adjudicated, such deletion to apply only with respect to the operation of such section or provision in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required, and the parties shall be deemed to have substituted for such portion so deleted words Which give the maximum scope permitted under applicable law to such section or provision.

* 1. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. When required by the circumstances, the singular shall be read as the plural, the conjunctive as the disjunctive, the masculine as the feminine or neuter, and vice versa. All schedules and exhibits attached hereto are incorporated herein by reference and constitute a part of this Agreement as fully as if set forth in this Agreement in their entirety. The recitals in this Agreement are, and shall be construed to be, an integral part of this Agreement. Whenever the terms “include,” “including,” or “included” are used in this Agreement, they shall mean “including without limiting the

generality of the foregoing.”

* 1. Any and all amendments, modifications, changes, revisions and discharges of this Agreement, in whole or in part and from time to time, shall be binding upon the parties here to despite the lack of legal consideration so long as the same shall be in writing and executed and/or delivered in accordance with the terms hereof by the appropriate party(s) hereto.
	2. Except as otherwise provided in this Agreement, all notices, requests, consents, and other communications required or permitted under this Agreement or process relating hereto shall be in writing and signed by the party giving notice, and shall be deemed to have been given when hand delivered by personal delivery, or by DHL or all similar certified courier service(s), When transmitted by facsimile, email or other reliable electronic media, or three (3)

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business days after being deposited in the United States mail, registered or certified mail, with postage prepaid, return receipt requested, addressed to MFS INC MFS INC its principal office identified here in above, to the attention of TL’s President, or to Carrier MFS INC the address below, or to such other address as either party may designate for itself by written notice to the other party as herein provided.

* 1. This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced and all of which, when taken together, shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

 (carrier name) **Maryland Freight Solutions INC**. By:

Signature:

Title:

Address :

Date:

Federal I.D #:

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# CARRIER PROFILE SHEET

Company Name:

Address:

City: Sate: Zip:

# Carrier Contact Information:

Primary Contact:

Name: Office

Phone: Fax: Cell

Phone: Email:

Secondary Contact:

Name: Office

Phone: Fax: Cell

Phone: Email:

SCAS: US DOT: MC#: Fed ID:

# Authority Status :

Common:

Contract:

Broker:

C-TPAT Member?

Number of Trucks: Number of Trailers: Do you run a CNG Trucks?

Do you run teams? E-track: Partial LTL:

Other:

Do you have Hazmat Drivers? Certification Number:

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Do you drop trailers? Do you service Mexico? Do you service Canada?

Insurance Company: Agents Name:

Phone: Fax: Email: Factoring Company: Phone: Address:

City: : State:

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## ACH Authorization Form

\*\*\* This form MUST be accompanied by a Printed Voided Check \*\*\*

Add

Delete

Change

NAME:

ADDRESS:

CITY: STATE: ZIP CODE:

PHONE: CARRIER: DRIVER:

EMAIL:

## Bank Information

BANK NAME:

ACCOUNT OWNER:

ACCOUNT NAME:

ADDRESS:

CITY: STATE: ZIP CODE:

ROUTING # (9 DIGITS):

ACCOUNT #:

 authorize Maryland Freight Solutions INC, or its designated assignee to initiate ACH transfer entries and to credit the account identified herein for payments. This authorization shall remain in effect unless and until Maryland Freight Solutions has received written notification from vendor that this authorization has been terminated in such time and manner to allow Maryland Freight Solutions to act. Undersigned represents and warrants to Maryland Freight Solutions that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

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ACCOUNT OWNER SIGNATURE:

 DATE:

PRINT NAME AND TITLE:

ATTACH PRE-PRINTED VOIDED CHECK

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