



INTEGRITY  
FIRST  
TRANSPORTATION

Carrier Name

\_\_\_\_\_

Carrier phone number

\_\_\_\_\_

MC # \_\_\_\_\_

- 1) Our completed, signed, dated and initialed Broker-Carrier Agreement, attached... **must be signed by Officer or Owner of Company.**
- 2) A completed, signed and dated W-9 form (blank form is attached) Please keep in mind when completing the W-9 form that we must have the exact name with the Taxpayer Identification Number or Social Security Number (not both) that will appear on your tax return. We can only accept W-9 forms that have one number filled in and one of the boxes checked indicating the sole proprietor, corporation, partnership or other.
- 3) A copy of your certificate of both cargo and liability insurance naming Integrity First Transportation as the certificate holder. This certificate must come from your insurance agent.
- 4) Using this Address  
256 Bakers Bridge Ave, Suite 105 Box 105  
Franklin, TN 37067
- 5) A copy of your ICC or U.S. Department of Transportation contract authority and DOT safety rating if available.

If you have any questions, please contact:

**Customer Service** at phone # **855-899-9617** or email [customerservice@iftrans.com](mailto:customerservice@iftrans.com).

## BROKER - CARRIER AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between IFT Safeway ("BROKER"), a Registered Property Broker, Lic. MC-769263, and \_\_\_\_\_, a Registered Motor Carrier, MC No \_\_\_\_\_, and Permit/Certificate No. DOT \_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

### 1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective Aug. 2016) form of bill of lading is used.
- E. Will not broker, re-broker, subcontract, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement, including any claims under 49 USC 13901 et seq. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Paragraph. CARRIER represents that its owners, officers, managers, employees and independent contractors are aware that a breach of this paragraph shall constitute unlawful brokerage activities prohibited by 49 U.S.C. § 14916 and which create personal liability for any individual engaging and/or consenting to such unlawful brokerage activities.**
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005, and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws including but not limited to workers compensation laws and regulations.

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G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. Indemnity Provisions:

(i) CARRIER shall defend, indemnify and save harmless BROKER, BROKER's customers, shippers and consignees (hereafter collectively referred to in this Par. H as "the INDEMNITEES") from any and all liabilities, claims, lawsuits, actions, demands and judgments made, threatened or entered against the INDEMNITEES, and from all costs and expenses (including reasonable attorney's fees) incurred by the INDEMNITEES in defending, paying or settling any claims or judgments for personal injury or death to persons, damage to property, loss, damage, theft, or delay to cargo, or civil or criminal penalties that arise directly or indirectly from or as a consequence of any transportation services provided by CARRIER under this Agreement;

(ii) CARRIER's indemnification obligation under this Par. H is expressly intended to include but not be limited to the obligation to defend, indemnify and save harmless the INDEMNITEES from any claim, action, demand or lawsuit alleging (a) that any of the INDEMNITEES negligently hired CARRIER, (b) that any of the INDEMNITEES negligently hired or employed CARRIER's driver or subcontractor, (c) that the INDEMNITEES negligently engaged in a joint venture, partnership or fiduciary relationship or employer/employee relationship with CARRIER, (d) that the INDEMNITEES are vicariously liable for any conduct on the part of CARRIER, CARRIER's driver or CARRIER's subcontractor, (e) that CARRIER, CARRIER's driver or CARRIER's subcontractor acted as an agent of the INDEMNITEES, or (f) that the INDEMNITEES acted intentionally;

(iii) The Parties expressly intend that BROKER's customers, shippers and consignees are third-party beneficiaries of CARRIER's indemnification obligation under this Section H. Carrier shall pay the costs of defense as they accrue.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

L. Carrier warrants that : To the extent that any shipments subject to this Agreement are transported within the State of California, all equipment including but not limited to, (i) all 53-foot trailers, including dry-van , and Heavy-Duty Tractors that haul them under this Agreement are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and ( ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) , and in-use regulations, and (iii) CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER, or assumed by BROKER due to penalties imposed on BROKERS customer(s) because of CARRIER's use of non-compliant equipment.

## **2. BROKER RESPONSIBILITIES:**

A. BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any temperature or other special

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shipping instructions or special equipment requirements, of which BROKER has been timely notified, and (c) value of shipments (if known) which may exceed \$100,000.00.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. CARRIER's performance of any services following its receipt of any such writing from BROKER shall constitute its acceptance to perform said services for the terms stated on such writing regardless of whether or not CARRIER confirmed such acceptance in writing or verbally. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. Any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. **Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.**

D. **PAYMENT:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER sixty "60" days advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of at least \$75,000.00 and on file with the Federal Motor Carrier Safety Administration ("FMCSA") in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing transportation of Shippers freight.

### 3. **CARRIER RESPONSIBILITIES:**

A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will **not** supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. § 261.1 et. seq. CARRIER will furnish equipment for transporting Perishables which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. § 342.

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CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. The forgoing sentence is not intended to waive the law related to concealed damages. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the term of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER. If CARRIER is prohibited by any party from inspecting any freight placed in its possession and control, CARRIER shall notify BROKER prior to departure and shall cause the bill of lading or other applicable shipping documents to contain shipper's documented agreement of the prohibition.

C. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, or any applicable state regulatory agency, for processing all loss and damage claims and salvage, and CARRIER further agrees that food products that are, or have been transported (or offered for transport) under conditions that are not in compliance with Shipper's or BROKER'S instructions, will be deemed to be "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (a). CARRIER understands and agrees that adulterated shipments may be refused by the consignee at destination, and may be required to be destroyed, with no salvage allowed, without diminishing CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any freight including food products without the BROKER's express written permission;

(ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. § 14706, subject to a maximum liability of \$100,000, unless otherwise agreed in writing. CARRIER acknowledges that its acceptance of a rate confirmation identifying the value of cargo to exceed \$100,000 shall constitute an example of a written agreement between the Parties creating a new maximum liability equal to the value so provided. BROKER reserves the right to offset any claim(s) with pending invoices provided BROKER provides CARRIER with notice of the offset and the facts supporting the existence of a claim or BROKER's determination that a claim is likely to be presented;

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub paragraph C (ii) shall include legal fees BROKER incurs in association with the recovery of any claim made against CARRIER under this sub paragraph C (ii), which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub paragraph (ii) above;

(iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of perishables shall not constitute "consequential damages" hereunder; and

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

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D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle public liability (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); all risk cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIERS liability due to any exclusion or deductible in any insurance policy. It is the CARRIER's responsibility to know the nature and value of any cargo it takes possession of in pursuance of this Agreement and to confirm that enough insurance exists to cover the nature and value of said cargo, having considered the exclusions and limitations of the CARRIER's cargo liability insurance policy required by this sub paragraph. BROKER's acceptance of CARRIER's insurance certificate without protest of noncompliance shall not serve to waive the strict insurance requirements contained herein.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER. Upon request, CARRIER agrees to execute an assignment document to memorialize this obligation and that such document shall be dated effective the date BROKER paid BROKER the assigned charges.

F. PAYROLL/TAX OBLIGATIONS: CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

G. **FOR SHIPMENTS CONSISTING OF FRESH PRODUCE, ("Perishables") and OTHER PRODUCTS REQUIRING TEMPERATURE CONTROLLED EQUIPMENT, CARRIER MAKES THE FOLLOWING ADDITIONAL REPRESENTATIONS AND WARRANTIES:**

(i) CARRIER is experienced in transporting fresh produce, ("perishables"), and other products requiring temperature control, and understands and agrees that delivery time requirements and temperature specifications are critical and that failure to comply with either or both time requirements and temperature specifications may result in partial or total damage to the perishables and other products and partial or total rejection of a shipment.

(ii) Shipments will only be accepted after the trailer is pre-cooled to temperature as instructed by shipper.

(iii) Shipments will only be accepted after pulp temperatures (or product temperatures) are taken and recorded and are within the temperature range shown on the bill of lading.

(iv) Delivery dates and temperature requirements must be the same on the bill of lading and the Load Confirmation Sheet. Carrier assumes all risk of loss for any discrepancies.

(v) CARRIER accepts all risk of loss for loading the correct perishables, or other temperature controlled products at the correct temperature.

(vi) CARRIER will transport perishables, or other temperature controlled products within the required temperature range during the entire period of transportation.

(vii) In the event a shipment of perishables or other temperature controlled products is partially or wholly rejected (for any reason), or CARRIER is unable to deliver for any reason, CARRIER will immediately notify BROKER (or shipper if directed by BROKER), for disposition/ storage/ salvage instructions. Pending

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receipt of disposition instructions CARRIER shall place the shipment in a holding facility as directed by BROKER, or shipper, or if no instructions are received, a public warehouse, (or in it's own storage facility subject to reasonable security and temperature controls.

(viii) CARRIER accepts all risk of loss for violation of any of the terms of this par G (i-vii).

H. GENERAL CARRIER SPECIFICATIONS:

(i) Any product that is to be disposed of needs to have written consent from BROKER before disposal;

(ii) Loads that are sealed at the shipping point are to remain sealed until an authorized representative at the Receiver breaks the seal. **If the seal is broken by an unauthorized person, the CARRIER becomes 100% liable for the cost of the product and all expenses related to the mitigation;**

(iii) BROKER reserves the right to offset any claim(s) with pending invoices;

(iv) Failure to contact BROKER in the event that CARRIER's truck is not fully load, or has been loaded with an incomplete order, will result in a pro-rated final settlement; and

(v) By signing this Agreement, CARRIER hereby covenants and agrees that for each current and/or future load, the driver for the load will have enough available hours of service to pick up and complete delivery of the tendered load within time frames specified by BROKER and/or its customer(s) without violating the FMCSA hours of service regulations contained in 49 CFR.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision;

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DEFAULT. In the event of a material breach by CARRIER of any provisions of this Agreement, BROKER shall have the right to withhold and/or set off any payments owing to CARRIER and/or received from shippers which BROKER is obligated to pay CARRIER. The right of withholding and/or setoff is not an exclusive remedy and

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BROKER shall have and may exercise, subject to Paragraph F below, all other remedies it may have at law or in equity against CARRIER.

E. DISPUTES: In the event of a dispute arising out of this Agreement, the party's recourse (except as provided below) shall be to arbitration. Arbitration proceedings shall be conducted under the rules of the American Arbitration Association (AAA), or Transportation ADR Council, Inc. (ADR) at BROKER'S sole discretion. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party in any arbitration or legal action allowed hereby shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the applicable office nearest to Franklin, Tennessee or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal law and regulations, the laws of the State of Tennessee shall be controlling. CARRIER waives any objections to venue in Tennessee and consents to its personal jurisdiction by Tennessee courts by agreeing hereto. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

F. BROKER'S ACCOUNTS: Except as otherwise agreed by BROKER: (1) During the term of this Agreement and upon termination for any reason, CARRIER agrees not to solicit freight, accept or provide transportation services (directly or indirectly) to any of BROKER's customers for a period of 18 months following termination of this Agreement. "BROKER's customers" for purposes of this Agreement shall mean any shipper, consignee or other party responsible for payment, for whom BROKER provided transportation services and was billed for those services; and (2) where shipper and/or consignee BROKER customers have multiple traffic lanes, the prohibition of this paragraph is intended to apply only to those traffic lanes, for which BROKER provided transportation services as described above. The prohibitions of this paragraph are intended to be effective regardless of whether BROKER's customers are treated as confidential for any reason. If CARRIER violates the terms of this paragraph, BROKER shall be entitled to collect/recover 20% of the gross compensation received by CARRIER from any and all such customers on all shipments that CARRIER transports for any such customer(s) during the term of this Agreement and/or the 18-month period following the date of termination. In addition to the above remedy, BROKER may seek injunctive relief and CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

G. CONFIDENTIALITY: (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as Well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent; (ii) In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

H MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement, or is otherwise explicitly permitted herein.

I. NOTICES:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid, by confirmed (electronically acknowledged on paper) fax

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or to an email address known to be monitored by the applicable party, however if email is utilized a paper copy shall be mailed to the address shown herein;

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement; and (iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one (1) year from the date hereof and thereafter it shall automatically be renewed for successive one-year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

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

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

N. BROKERS addenda, if applicable are incorporated herein by this reference. Any conflicts in those addenda with the terms of this Agreement shall be controlled by the terms of the addenda.

O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement, Rate Confirmations, and Addenda contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

P. LIMITATIONS ON FREIGHT CHARGE CLAIMS BY CARRIER.  
Any claim (including but not limited to bankruptcy) by CARRIER to receive transportation charges alleged to be due CARRIER by BROKER under this Agreement, shall not be asserted by or in any action at law or in equity more than twelve (12) months after receipt by CARRIER of the shipment with respect to which such charges are claimed. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement. As a condition precedent to any such action, CARRIER shall have fully complied with the billing requirements set forth in this Agreement. To the extent allowed by law, the expiration of the twelve (12) month period shall be a complete and absolute defense to any such action, without regard to any mitigating or extenuating circumstance or excuse whatsoever.

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

IFT Safeway

CARRIER: \_\_\_\_\_

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

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

Carrier Initials: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Company Address:

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

625 Bakers Bridge Ave, Suite 105 Box 105

\_\_\_\_\_

Franklin, TN 37067

\_\_\_\_\_

Phone: 855-899-9617

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: customerservice@iftrans.com

Email: \_\_\_\_\_

\*Signature must be an Officer or General Manager of Carrier

Carrier Initials: \_\_\_\_\_

IFT-SAFEWAY, Inc.

**PAY METHOD AGREEMENT FORM**

We use a factoring company \_\_\_\_\_

\*\*\*\*\* TERMS NET 30, NORMAL PAYMENT

**TERMS OF 30 DAYS APPLIES TO ALL OTHER  
PAYMENTS**

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\*\*\*\*\* QUICK PAY---

3% QUICK PAY VIA ACH (VOIDED CHECK INCLUDED)

CARRIES A **3% CHARGE**

PAPERWORK MUST BE IN BY 2PM CST (Central Standard Time) TO QUALIFY.

\*\*\*If carrier is approved for EFS Fuel Advance, quick pay is not an option.

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\*\*\*\*\* QUICK PAY---Overnight Payment----

CARRIES A **3% CHARGE + \$25 overnight fee**

PAPERWORK MUST BE IN BY 2PM CST (Central Standard Time) TO QUALIFY.

\*\*\*If carrier is approved for EFS Fuel Advance, quick pay is not an option.

\*\*\*\*\* QUICK PAY---Overnight Payment....Canadian Carrier ONLY !!!!

CARRIES A **3% CHARGE + \$100 overnight fee**

PAPERWORK MUST BE IN BY 2PM CST (Central Standard Time) TO QUALIFY.

\*\*\*If carrier is approved for EFS Fuel Advance, quick pay is not an option.

**\*\*\*FUEL ADVANCES WILL NOT BE ISSUED ON FIRST HAUL\*\*\***

**I understand payment will be mailed to my business address.**

Payee Name \_\_\_\_\_

MC/DOT# Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_