



3300 Keller Street #101, Santa Clara, CA. 95054 www.justodelivery.com
T-(408) 842-3017 F-(408) 842-3005

Date _____

Carrier name & address:

Wats # _____

Phone # _____

Fax # _____

The following paperwork is needed to set up your company as a carrier. Please fax all copies to: **408-842-3005 Attn: Dispatch**

1. A copy of your contract carrier authority certificate.
2. A cargo insurance certificate for a minimum of \$25,000 naming Justo Delivery as certificate holder. **A blank copy is not sufficient. You must have your insurance company fax & mail us a copy.**
3. A liability insurance certificate for minimum of \$1,000,000 naming Justo Logistics, Inc. as a certificate holder. **A blank copy is not sufficient. You must have your insurance company fax & mail us a copy.**
4. Worker's Compensation insurance (If applicable).
5. A completed W-9 form.
6. Your DOT rating (if applicable).

Note: Checks can only be sent to one remittance address, **and checks will not be mailed until files are complete!**

The original shipping order and delivery receipt along with your freight bill must be sent to my attention at the address above.

If you have any questions or if any other information is needed, I can be reached @
Telephone 408-842-3017

BROKER-CARRIER CONTRACT

This contract is made this _____ day of _____, 20____ between Justo Logistics, hereinafter referred to as “BROKER” and _____, hereinafter referred to as “CARRIER”.

RECTICALS

1. **Broker** is a freight broker, duly authorized by the Federal Highway Administration (FHWA) under permit number MC 579347B, a copy of which is attached hereto and made a part hereof, to arrange for the transportation of property by motor carrier on behalf of motor carriers, shippers, consignors, receivers, consignees, and for the purpose of contract carriage, sufficiently controls the arrangements for transportation of the commodities to be tendered to carrier under this contract.
2. **Carrier** is a motor carrier of property, duly authorized by the Federal Highway Administration under permit number MC _____, a copy of which is attached hereto and made a part hereof, to provide transportation of property under contract for shippers and receivers of general commodities.
3. **Broker & Carrier** understand that this contract does not bind the respective parties to mutually exclusive service to each other, and that Broker may enter into similar contracts with other motor carriers, and Carrier may enter into similar contracts with other shippers and receivers.

TERMS & CONDITIONS

1. **General Obligations and Scope of Contract.** During the time of this Contract, Broker shall tender a series of shipments to Carrier for transportation and Carrier shall accept and transport a series of shipments tendered to it by Broker. All for-hire motor carrier transportation services provided by Carrier for Broker during the term of this Contract shall be provided by Carrier as a contract under the terms of this Contract.
2. **Term and Termination.** The term of this Contract shall begin on the date set fourth above or on the date the first shipments is tendered by Broker to Carrier and is transported by Carrier, whichever is earlier and shall remain in effect for a period of one (1) year. Thereafter, the Contract shall automatically renew from month to month until terminated. The Contract may be terminated by Broker at any time for any reason by giving Carrier at least thirty (30) days prior written notice. This Contract shall be automatically cancelled in the event of the event of the cancellation, suspension or revocation of Carrier’s Motor Carrier license issued by the FHWA, or in the event either party files a petition for bankruptcy.
3. **Specific Obligation of Broker.**
 - A) **Payment.** Broker agrees to pay Carrier for the transportation of the commodities moved under this Contract the rate and charges set fourth on paragraph 5, a herein. Broker agrees to pay Carrier within thirty (30) days after receiving all required proof of delivery paperwork.
4. **Specific Obligation of Carrier.**
 - A) **Service.** Carrier shall transport shipments for Broker by motor vehicle from and such points between which service may be required, without delay, subject to the availability of suitable equipment for the traffic offered and specific shipments instructions, all in accordance with the terms and conditions of the Contract. Carrier shall transport and deliver all freight in as good condition as when the Carrier for transport. Carrier, at its sole cost and expense, shall furnish all equipment in clean condition, good repair and working order. Carrier, at its sole cost and expense, shall provide all employees or other personnel necessary to provide service hereunder; and all employees or other competent and legally qualified to handle and transport the shipments transported hereunder. Without the prior written consent of Broker. Carrier shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substitute service by railroad or other modes or transportation. Carrier shall perform loading and unloading services as required by Broker or Broker’s customers.
 - B) **Bill of Lading.** Carrier shall issue a bill of lading. In a form furnished by Broker and Broker’s customer at the option of the Broker, for all property it receives for transportation under this Contract. Failure to issue or sign a bill of lading shall not affect Carrier’s liability. The bill of lading shall be evidence of receipt of the described property by Carrier in good order and kind, quality and condition except as noted on its face. The bill of lading shall note that the shipment was transported by carrier acting as a Carrier acting as a Carrier and that transportation for the

shipment was arranged by Broker. The name of Broker or Broker's customer shall be inserted in the blank for the shipper, and the name of the receiver shall be inserted in the blank for the consignee. The bill of lading is to be signed by Carrier upon receipt of the shipment and will show the kind, quantity and condition of the commodities received and delivered by Carrier at the loading and unloading points. When Broker has assembled multiple shipments into carload or truckload lots, the list of underlying shippers and consignees will be attached as an appendix to the bill of lading.

- C) **Refused or rejected Shipments.** When a shipment is refused or rejected by the consignee, or Carrier is unable to deliver for any reason, Carrier must notify Broker immediately in order to receive disposition instructions.

- D) **Liability.** Carrier shall be liable to Broker's customer, the beneficial owner of the cargo, or their respective assigns for the full actual loss, damage, or injury to freight, persons, business or other property, including expenses for delay, costs of recovery, cleanup or containment of commodity, occurring while shipment was in the possession or under the control of Carrier pursuant to this Contract or resulting from Carrier's performance of, or failure to perform, the services provided for herein. For purposes of this contract, all liability standards and burdens of proof hereunder are governed by the common law applicable to common carriers and by 49 U.S.C 11707.

- E) **Cargo Insurance.** Carrier shall maintain cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any time under this Contract, but in no event in any amount less than \$50,000 per shipment to compensate Broker, Broker's customer, or the beneficial owner of the freight for and all loss, damage or delay to property which was placed possession or control of Carrier in connection with services provided by Carrier hereunder. Carrier shall cause its insurance carrier to immediately forward to Broker a Standard Certificate of Insurance requiring the insurance carrier to give Broker written notice thirty (30) days prior to the cancellation of the cargo insurance.

- F) **Public Liability and Worker's Compensation Insurance.** Carrier's insurance carrier shall provide Broker a certificate of public liability insurance prior to or at the time this Contract is signed by the parties, which certificate shall require the insurance carrier to give Broker written notice thirty (30) days prior to cancellation of the liability insurance. Carrier also shall carry and keep in force at all times Worker's Compensation insurance in the amount required by Arkansas law.

- G) **Hold Harmless.** Carrier shall defend and hold Broker and Broker's customer harmless from, and indemnify Broker and Broker's customer for any and all liability, costs, damages or claims, including attorney's fees, for loss or damages to any freight in Carrier's possession or control pursuant to this contract. Carrier further shall defend and hold Broker and Broker's customer harmless from, and indemnify Broker and Broker's customer from any and all liability, costs, damages, claims, including attorney's fees, for personal injury or death or property loss damage arising out of the acts of omissions of Carrier in providing services hereunder. Carrier's obligation to defend, hold harmless and indemnify Broker shall survive and termination of this contract.

- H) **Authority.** Carrier warrants that it has, and will have during the entire term of this Contract, authority from all federal, state and other governmental bodies to legally provide all services called for hereunder in a lawful and prudent manner. Carrier will immediately notify Broker of any change in its authority. No freight charges will be due or owing by Broker or Broker's customer during any period that Carrier's authority is cancelled, suspended or revoked.

- I) **Appointments.** Carrier shall make and keep all delivery appointments. Appointments must be made and communicated to the Broker by the Carrier on the same day shipment information is received if time allows, and in any event no later than the morning of the next day.

- J) **Waiver of Lien.** Carrier shall neither have nor claim any lien rights on or against any property transported under this Contract. In the event that Carrier violates the terms of this paragraph, its terms of this paragraph, it shall forfeit all rights to any and all charges for shipments transported pursuant to this Contract then due and owing by Broker or Broker's customer to Carrier.

5. Rates and Charges.

- A) **Rates.** The rates and charges Carrier agrees to bill Broker for services provided under this Contract, and the rates and charges Broker agrees to pay Carrier for services provided under this Contract, shall be set forth on a per load basis. A confirmation fax will be sent for each load tendered by Broker to Carrier. Confirmation must be signed by Carrier and faxed back to Broker immediately.
- B) **Billing.** Carrier shall send its invoices for prepaid freight to Justo Logistics, 3300 Keller St. Ste 101, Santa Clara, CA 71802-0662. Carrier shall have no recourse against Broker for unpaid collect shipments.
- C) **Payment by Broker's Customers.** Payment of the freight charges to Broker by Broker's customer shall relieve the Broker's customer, receiver, cosigner, and consignee of any additional liability for freight charges. Carrier's sole recourse shall be against Broker except where otherwise provided in this contract.

- 6. Claims.** Claims against Carrier for loss, damage, injury or delay to freight may be filed Carrier by Broker, Broker's customer, parties to the bill of lading, or the beneficial owner of the freight within nine (9) months of delivery or, in the event of loss, within nine (9) months of when delivery should have reasonably occurred. Carrier shall acknowledge freight claims within forty-eight (48) hours of receipt. Claims shall be settled within thirty (30) of receipt unless otherwise agreed. The time limit within which Broker must institute suit against Carrier to recover on a claim shall be two years and a day from the date Broker received a written disallowance of the claim from Carrier.

7. Carrier's Equipment and Driver responsibility.

- A) **Confiscation.** Neither Broker nor Broker's customers shall be liable to Carrier for any damages sustained by or to Carrier's equipment or loss by confiscation or seizure of Carrier's equipment by any public authority.
- B) **Condition.** Carriers equipment shall be clean, odor-free, dry, leak-proof and free of contamination and infestation. Said equipment shall be subject to inspection for suitability of cleanliness and safety by Broker or Broker's customer, and must meet with their approval.

- 8. Compliance with Federal Law Regarding Contract Carriers.** Both parties recognize that the motor contract service to be provided hereunder is based on the Carrier either (a) Assigning motor vehicles for continuing periods of time for the exclusive use of Broker or Broker's customer(s), or (b) providing a service designed to meet the distinct needs of Broker or Broker's customer(s) This Contract contemplates both the assignments of motor vehicles for a continuing period of time and services designed to meet the distinct needs of, Broker and/or Broker's customers, depending upon the circumstances.

- 9. Compliance with Other Laws and regulations.** Carrier shall comply with all applicable ICC and DOT regulations as well as all other federal and state laws or regulations applicable to motor contract carriers.

- 10. Independent Contractor Relationship.** The relationship of the Carrier to the Broker shall at all times be that of an independent contractor, except that the Broker shall be the agent for the carrier for the collection of freight charges under paragraph 5. Carriers shall be an independent contractor and not a servant, agent,

employee, joint venturer or partner of Broker. Carrier shall be totally responsible for the following: Selection, compensation, working hours, working conditions, retention and discipline of personnel, supervision and control of the personnel of Carrier and the mode and manner in which they perform their duties; legality or length, weight and height of cargo as loaded, selection of routing, periods of rest, periods of maintenance, maintenance of logs, safety precautions, and all such other activities involved in performing its duties there under; compliance with federal, state, municipal and other application motor carrier laws and regulations; payment of all federal, state and local personnel and business income taxes, social security contributions, unemployment taxes, worker's compensation premiums or expenses, other expenses or contributions typical for employees, business and license fees, fines or penalties or interest on any of the forgoing arising out of the activities of Carrier pursuant to this Contract; selection, repair and maintenance of all equipment; and all costs and expenses incurred in providing services hereunder.

11. **No Solicitation of Customer.** During the term of this Contract and for a period of one (1) year from the time of the termination of this Contract, Carrier shall not, directly or indirectly, solicit or do business of a transportation or warehousing nature with any of Broker's customers who are serviced by Carrier as a result of this Contract, unless otherwise to in writing. Further and without waiving the foregoing, Carrier shall pay Broker the sum of fifteen (15) percent of all gross revenues that Carrier either receives or bills Broker's customer for cargo transported by Carrier for Broker's customer in violation of the provisions of this paragraph. Broker shall also be entitled to seek other relief, such as injunctive relief to enforce the provisions of this paragraph.
12. **Force Majeure.** Neither party is liable for the failure to tender or timely transport freight under this Contract if the delay or other omissions is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
13. **Attorney Fees.** In a proceeding, action or suit involving this Contract, whether arbitrated or judicially determined, the prevailing party shall recover from the losing party amounts the arbitrator or court determines reasonable as costs and attorney fees for the proceeding, action or suit, in addition to any other sums as may be allowed as provided by law.
14. **Governing Law; Jurisdiction; Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of California. Any action filed in relation to this Contract shall be filed in the District or Circuit Court for the State of California, whichever court is appropriate, in either the county of Broker's domicile or Santa Clara County, California at the option of the Broker. Carrier agrees to, and hereby does, submit to the jurisdiction of the courts of the State of California and further consents that the proper venue for any action shall be in either the county of Broker's domicile or in Santa Clara County, California.
15. **Nonwaiver.** Waiver of any default or breach of this Contract of any warranty, representation, covenant or obligation contained herein shall not be considered as a waiver of any subsequent breach.
16. **Authority of Representation to Blind Parties.** The parties warrant that the persons signing this Contract respectively for Carrier and Broker are their authorized representatives to sign such contract. No further proof of authorization is or shall be required.

Broker:

Carrier:

Justo Logistics, Inc.
3300 Keller St, Ste.101
Santa Clara, CA 95054

By: _____
Printed Name: Kirk Berube
Title: PRESIDENT

By: _____
Printed Name: _____
Title: _____

