



*...Making an impact on every front,
every day*

Instructions for Carrier Contract Setup with WTF Logistics, Inc.

To become properly setup as a carrier with WTF Logistics, we need all of the following documents faxed to:

866-232-5762

- 1) Completed Carrier Profile
- 2) Completed WTF Logistics "Transportation Brokerage Contract" (6 Pages)
Each page must be initialed.
- 3) Your company's operating authority.
- 4) Completed Form W-9 evidencing your taxpayer ID number (1 page)
- 5) A copy of your current Safety Rating
- 6) Insurance certificate(s) detailing current coverage amounts for Automobile, Cargo and Statutory Workers' Compensation with WTF Logistics named as Additional Insured on the Automobile Liability coverage along with a copy of the pages from your Cargo Insurance policy containing exclusions, deductibles and restrictions.

WTF Logistics' billing address is:

650 N Dale Schrier Dr. Suite C
Brownsburg, IN 46112

WTF Logistics' payment terms are 30 days from receipt of carriers' complete paperwork.

Complete paperwork consists of

- Your invoice with WTF's load number clearly noted
- Copy of our rate confirmation
- Signed Bill of Lading (POD with consignee's signature)
- Any lump sum receipts
 - NOTE - to ensure payment, notification must have been provided at the time that the lump sum was incurred

To post equipment availability to WTF Logistics, Inc. you can email to: service@wtflogistics.com

BROKER CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20____, by and between WTF Logistics, Inc. ("BROKER") and _____ ("CARRIER").

I.

Recitals

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

II.

Agreement

- 1. **TERM**. The term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice or for cause.
- 2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW**. CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the United States Department of Transportation ("DOT") and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. CARRIER agrees to notify BROKER within twenty-four (24) hours of receiving a conditional or unsatisfactory Safety Rating from the DOT. In the event that CARRIER is requested by BROKER to transport any shipment required by the DOT to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.
- 3. **PERFORMANCE OF SERVICES**. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer, and CARRIER does not guarantee an amount of work, minimum mileage or revenue to BROKER.

4. **FMCSA SAFETY STANDARDS.** CARRIER represents that the Rating it receives will only be that of "Satisfactory" and any other will be reported to BROKER within 24 hours of being identified by the FMCSA. CARRIER further represents that it does not have any BASICs above published thresholds or in "alert" status for safe operations (as measured by the FMCSA numerical rating for "deficiency" even if the term "deficient" is not used by the FMCSA -- hereinafter referred to as "above-threshold ratings"), which are not the subject of CARRIER's appeal to the FMCSA and regardless of a pending appeal, no above-threshold ratings in any BASIC area will be deemed complaint with the requirements of this Agreement if such BASIC(s) remain above-threshold 180 days after first being identified (either numerically or by a term of art commonly used by the FMCSA) by the FMCSA as such. Once a BASIC is deemed above-threshold for any period lasting more than 180 days, any further rating that does not trend away from above-threshold in that BASIC for a period of 1 year from the date the BASIC was last identified will be deemed a breach of this Agreement and grounds for immediate termination of this Agreement by third party logistics. CARRIER warrants that it will comply with these obligations of the duration of its relationship with BROKER and that in the event it receives any above-threshold rating in any BASICs and/or the Rating falls below Satisfactory, CARRIER will immediately notify BROKER and CARRIER will cease accepting the tender of freight until such time as the parties agree that CARRIER's safety ratings are again acceptable.
5. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. When picking up a load at a shipper's facility, CARRIER shall instruct and cause its drivers to obtain the correct bill of lading showing CARRIER as the carrier. If the bill of lading is incorrect, CARRIER shall instruct and cause its drivers to mark out BROKER's name on any bill of lading and to write in CARRIER's name as the motor carrier of record for the delivery. Regardless of whether the BROKER is listed as the carrier on the bill of lading, any such error will not change the legal status of the BROKER or the services provided by the BROKER. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the Customer/consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of the Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
6. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER, not BROKER, shall have full control of such personnel; shall select, dispatch and coordinate driver services; shall perform the services hereunder

as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder. It is expressly understood and agreed that CARRIER is an independent contractor for all purposes under this Agreement. CARRIER agrees to provide necessary documentation and apply for certification of its independent contractor status where mandated by law. CARRIER hereby assumes full control and responsibility for the selection, training, hiring, setting of grooming and dress standards, disciplining, discharging, setting of hours, wages and salaries, providing for unemployment insurance, state and federal taxes, fringe benefits, workers' compensation, adjustment of grievances, all acts and omissions, and all other matters relating to or arising out of CARRIER's use or employment of drivers and laborers, and any and all other employees or agents of CARRIER that CARRIER may provide or use to perform any aspect of this Agreement. CARRIER shall be solely responsible for complying with any and all state and federal laws, rules and regulations that may be applicable to the terms and conditions of employment of CARRIER's employees or applicants for employment, including, without limitation, compliance with the Federal Fair Credit Reporting Act; verification of immigration and naturalization status; proof of proper taxpayer identification number; unemployment; Medicare and other state and federal payroll taxes; and, other required withholdings for CARRIER's employees. The ability of either party to terminate this Agreement and CARRIER's ability to impose on CARRIER safety or performance standards shall in no way be interpreted as an at-will employment provision and shall not otherwise impact CARRIER'S status as an independent contractor under this Agreement.

7. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and its shipper/customer, harmless from and against all loss, liability, damage, claim (including cargo loss, damage or delay claims), fine, costs or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of the Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage or CARRIER's possession, use, maintenance, custody of operation of its equipment.
8. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverage:
 - (a) Automobile liability insurance and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
 - (b) All risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage

provided under the policy shall have no exclusions, deductions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

- (c) Statutory Worker' Compensation Insurance and Employer Liability coverage in such amounts and in such form as required by applicable state law.
 - (d) CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier, which insurance carrier shall have a rating by A.M. Best of A-7 or better, showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies within five (5) days of a written request.
 - (e) CARRIER agrees to have BROKER named as an additional insured on its automobile liability, property damage insurance; and cargo legal liability insurance; and as alternative employer on its state worker's compensation insurance and employee liability insurance. CARRIER agrees to provide BROKER with evidence of additional insured and alternative employer designation on such policies within five (5) days of a written request.
9. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment Liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages, that are incurred by BROKER or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim.
10. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its customer in the possession or control of CARRIER.
11. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement at the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment is made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary

billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. All invoices, whether original or short pay, must be presented by the CARRIER to the BROKER within one hundred and eighty (180) days of completion of services, else such invoices shall be deemed as waived. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to other provisions of this Agreement.

12. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit or obtain traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement, directly or indirectly solicits traffic from customers of BROKER, or obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all the documentation requested by BROKER to verify such transportation revenue within ten (10) days of a written request therefore.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

CARRIER shall defend (including payment of reasonable attorney's fees and costs), indemnify and hold harmless BROKER and its customer from and against any claims for direct or duplicate payments claimed to be due to any sub-contractor, broker or any other third party used by CARRIER. In the event that any sub-contractor, broker or any other third party used by CARRIER makes a claim against BROKER or its customer, for freight charges not otherwise paid by CARRIER, BROKER may, in its

sole discretion, withhold payment for freight charges to CARRIER in the amount claimed to be due such sub-contractor, broker or other third party, together with an additional amount equal to fifty percent (50%) of the sum claimed by the sub-contractor, broker or other third party, as and for reimbursement to BROKER for expenses incurred in responding to and protecting against such claim(s). CARRIER shall indemnify, defend and hold harmless BROKER and its customer from and against any claim, action, demand or damages, including reasonable attorney's fees and costs incurred by BROKER or customer, related in any manner to and resulting from the use by CARRIER of any sub-contractor, broker or other third party.

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

This Agreement may not be assigned or transferred in whole or in part, and supersedes all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER, provided, however, that any terms in any subsequent Rate Confirmation Contract executed and exchanged between the parties shall prevail in the event of any conflict in terms between this Agreement and such Rate Confirmation Contract.

15. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect.

16. **WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101, as amended or re-codified, to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any BROKER's rights or privileges herein.

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

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

BROKER

WTF LOGISTICS, INC. _____

By: _____

Printed: Nancy Roberts _____

Its: Manager _____

Address: 650 N. Dale Schrier Dr. Suite C _____

Brownsburg, IN 46112 _____

Phone: 855-737-4548 _____

Fax: 317-286-3357 _____

Email: _____

CARRIER

By: _____

Printed: _____

Its: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

FID No: _____



BILLING ADDRESS:

650 N. Dale Schrier Dr.
Suite C
Brownsburg, IN 46112
PH: 855-737-4548
FAX: 317-286-3357

BILLING CONTACTS:

Nancy Roberts

BANK REFERENCE

Key Bank
757 N. Green Street
Brownsburg, IN 46112

BANKING CONTACTS

John-Paul Biehn
317-456-5874

Federal Tax #: 90-0732277
Duns #: 07-831-3982

CARRIER REFERENCES

AMT TRUCKING
Lafayette, IN
(765)471-8216
(765)479-7539

Candid Express, Inc.
Brownsburg, IN
(317) 286-3331

Roark Transit
4028 W. 300 S
Lyons, IN 47443
(812)486-9913

Apex Capitol Corp
PO Box 961029
Ft Worth, TX 76161
(817) 332-7300
David Knadle

OFFICE

BROWNSBURG, INDIANA
650 N. Dale Schrier Dr.
Suite C
Brownsburg, IN 46112
PH: 855-737-4548
FX: 317-286-3357

WTF LOGISTICS, INC.

CARRIER PROFILE

Physical Address

Carrier Name	
Address	
City, State, Zip	

Remittance Address (if different)

Name	
Address	
City, State, Zip	

MC Number		Federal ID#	
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Dispatch Information

Contact(s)		Phone	
Email		After Hrs Phone	
		Fax	

Insurance Limits

Auto Liability		Cargo Liability	
(Minimum requirement \$1,000,000)		(Minimum requirement \$100,000)	

Services & Equipment (Please fill in number of units)

<input type="text"/> Vans	<input type="text"/> Flatbeds	<input type="text"/> Reefers
<input type="text"/> Dedicated	<input type="text"/> LTL	<input type="text"/> Canada
<input type="text"/> Intermodal	<input type="text"/> Hazmat	<input type="text"/> Mexico

To post equipment availability to WTF Logistics, you can email to: service@wtflogistics.com

Are you a participating partner in the U.S. Government EPA SmartWay Program Yes No

Would you like to be contacted about dedicated and or drop trailer opportunities? Yes No

Please visit WTF's Website to find out more information about our company and services: www.wtflogistics.com



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
April 13, 2012

LICENSE

MC-768540-B

U.S. DOT No. 2293616

WTF LOGISTICS, INC

D/B/A WTF LOGISTICS AND/OR WTF
BROWNSBURG, IN

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods) by motor vehicle.**

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO