



STEVENS TRANSPORT
TOTAL LOGISTICS

STEVENS TRANSPORT TL, INC.'S CARRIER REQUIREMENTS

The following documentation must be submitted to Stevens Transport TL, Inc., to become an approved Carrier:

- A copy of the Stevens Transport TL Master Broker/Motor Carrier Agreement that is initialed on each page, signed on the last page and that contains no revisions or modifications to the terms/conditions.
- A copy of Carrier's Operating Authority
- A copy of Carrier's FMCSA Carrier Safety Rating.
- A signed copy of the CARB Notice.
- Certificate(s) of Insurance that names that names Stevens Transport TL, Inc. as an additional insured on the policies; contains a waiver of subrogation in favor of Stevens Transport TL, Inc. and the Shipper; shows the types of insurance coverages and in the following amounts:
 - Cargo Liability - \$100,000 limit per occurrence
 - Commercial Auto Liability - \$1,000,000 limit per occurrence
 - Commercial General Liability - \$1,000,000 limit per occurrence
 - Worker's Compensation/Employer's Liability - \$1,000,000 per person/accident/occupational disease.
- Completed W-9 (see attached). If you do not have a Federal ID number, provide a copy of your social security card.
- Completed Reference Form (see attached)
- Completed Carrier General Information Form (see attached)

The foregoing documentation has been submitted on this the _____ day of _____, 20____ and the information contained within the documentation that has been provided by me is within my personal knowledge and is true and correct.

_____ (signature)

By: _____ (printed name)

Title: _____



STEVENS TRANSPORT
TOTAL LOGISTICS

MASTER BROKER/MOTOR CARRIER AGREEMENT

This Master Broker/Motor Carrier Agreement (“Agreement”), made this ___ day of _____ 20__ by and between **Stevens Transport TL, Inc.** (“Broker”), a Texas corporation located in Dallas County, Texas, in its capacity as a broker for motor carrier transportation of property pursuant to regulations of the United States Department of Transportation (“DOT”), and _____; MC No. _____ and DOT No. _____ (“Carrier”)(individually each a “Party” and collectively, the “Parties”). In exchange for the mutual consideration expressed below, the Parties agree as follows:



1. SERVICES TO BE RENDERED.

a. In the course of its overall business, Broker arranges for the transportation of freight and products owned or controlled by customers (singly, "Shipper" or Customer, or collectively, "Shippers" or "Customers") for the benefit of such Customers, and, accordingly, Broker agrees to tender for highway transportation, and Carrier agrees that it shall transport in a timely manner, shipments of such products from the origin(s) to the destination(s) as specified in the Shipment Rate Confirmation Sheet (collectively the "Rate Confirmation Sheet") issued by Broker with respect to such shipments, to the extent of Carrier's capacity and operating authority. At all times hereunder, Carrier shall render such transportation services as a motor carrier providing contract carriage pursuant to 49 U.S.C. §§ 13102(4)(B), 13102(12) and 14101(b), respectively. Carrier shall be compensated for such transportation in accordance with the rates and charges in the applicable Rate Confirmation Sheet. All Rate Confirmation Sheets must be issued by Broker and executed in writing by an authorized representative of Carrier in order to be effective.

owned or leased by Carrier and shall be moved under Carrier’s DOT authority. Under no circumstances may Carrier broker any loads or allow any other individual, lessee, entity or motor carrier to move a load tendered under this Agreement without the express written permission of Broker. In the event that Carrier breaches this provision, Carrier shall be deemed the agent of the motor carrier(s) that performed the transportation for the purposes of payment and will remain liable to Broker as if it had hauled the load under its own authority in accordance with this provision and shall further hold harmless and indemnify Broker for any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney fees, arising out of or in any way related to Carrier’s use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of Carrier, the subcontractor, or any other third party. Carrier’s failure to comply with this provision will be considered a material breach of this Agreement. In the event that Carrier breaches this provision, in addition to its rights under paragraphs 6 (cargo claims) and 15 (indemnification), Carrier shall forfeit payment for the load at issue, shall waive any and all legal rights and remedies against Broker with regard to the load at issue and Carrier further agrees to repay Broker any funds paid or advanced on the

b. All freight tendered to Carrier under this Agreement shall be transported on equipment



load at issue within seven (7) days of Broker's request.

c. CALIFORNIA LOADS: CARRIER AGREES AND CERTIFIES THAT FOR ANY LOAD BEING HAULED INTO, THROUGH OR OUT OF THE STATE OF CALIFORNIA, CARRIER WILL USE ONLY TRUCKS, TRAILERS AND REFRIGERATION UNITS THAT ARE IN COMPLIANCE WITH ALL REGULATIONS AND REQUIREMENTS ISSUED BY THE CALIFORNIA AIR RESOURCES BOARD.

2. CONTRACT NATURE OF SERVICE.

This Agreement is a contract within the meaning of 49 U.S.C. §§ 14101(b)(1). Carrier hereby expressly waives any and all rights and remedies that Carrier may have under Part B of Subtitle IV (49 U.S.C. § 13101 through 14914), provided, however, that nothing in this Agreement shall be construed as waiving any provision governing Carrier's compliance with all statutory registration, insurance and/or safety fitness requirements relative to motor carriers, such as Carrier. Broker expressly reserves all rights and remedies of Broker, Shipper or customers of Shipper as set forth in 49 U.S.C. §§ 14101(a), 14701, and 14704, inclusive. The fact that Carrier may provide common carrier services as part of its overall operations, and maintain schedules, tariffs, circulars, rules, rates and charges relative thereto, shall have no applicability to the contract relationship between the Parties created hereunder. The terms of this Agreement shall apply to all Broker loads hauled by Carrier, regardless of whether received directly or indirectly from Broker.

3. CARRIER'S COVENANTS.

In performing any transportation services hereunder (the "Services"), Carrier, at its own expense, shall at all times provide and maintain and warrants as covenants as follows:

a. Motor Vehicles:

1. Carrier's vehicles and equipment are (i) fully licensed for operation and (ii)

comply with all licensing conditions and/or safety requirements in the jurisdictions that may be required in performing the Services hereunder. Carrier will not obligate Broker for payment, use or operation of vehicles and equipment used to provide the Services;

2. Carrier's vehicles and equipment will be in a good state of repair and meet all safety and other requirements of all applicable laws, rules, and regulations of the United States and any other jurisdiction required in order to perform the Services hereunder. Carrier shall comply with all testing and inspection requirements set forth in 49 CFR § 396;
3. Carrier's motor vehicles and equipment shall be in good working order to perform the Services in a safe manner; and
4. Carrier's trailers shall be clean, odor free, dry, leak proof, free of contamination, debris and infestation.

b. Safety:

1. Carrier shall comply with all applicable safety practices and procedures, including Hazardous Materials rules and regulations in its performance of the Services. When on Shipper's or Customer's premises, Carrier shall comply with its own safety practices and the safety practices and procedures established by Shipper and/or Consignee for those premises;
2. Carrier shall at all times maintain a DOT safety rating of "Satisfactory" or "unrated." Carrier agrees to notify Broker within seven (7) days if its safety rating changes from



“Satisfactory” Or “unrated.” Broker shall have the right, at its option, to terminate this Agreement upon receipt of such notice of change without complying with the termination notice provisions of this Agreement;

3. Carrier will not leave cargo unattended; and
4. Carrier will use safe and adequate freight handling facilities.

c. Food Safety:

1. Carrier will execute all procedures given by any Shipper or Consignee to comply with the FDA’s Food Safety Modernization Act Final Rule on Sanitary Transportation of Human and Animal Food. Broker may list all required protocols on the Rate Confirmation Sheet and Carrier agrees to comply with all such protocols.

d. Drivers:

1. Carrier’s drivers shall meet all legal requirements, and will be drug and alcohol free at all times while performing any Services hereunder. All drivers shall be enrolled in a random drug and alcohol testing program as outlined in 49 CFR § 382; and
2. Carrier’s drivers will be competent and qualified to operate motor vehicle equipment and meet all of the requirements of applicable laws, rules and regulations of the United States and such states and jurisdictions as may be required to perform the Services, including, without limitation, maintenance of a Class A Commercial driver’s license and such other driver’s licenses that may be required in any applicable jurisdiction to perform the Services.

Carrier shall maintain a Driver Qualification File for each driver pursuant to 49 CFR § 391.51.

e. Compliance:

1. Carrier shall be in full compliance with all requirements, laws and rules of all regulatory agencies governing Carrier’s vehicles and other equipment which are required to be used to provide the Services pursuant to this Agreement, including, but not limited to, all applicable Parts of the Federal Motor Carrier Safety Regulations;
2. Carrier shall possess all requisite operating permits and authorities;
3. Carrier, its employees and agents have the qualifications and ability to perform the Services required hereunder without the advice, control or supervision of Broker. Carrier shall comply with the hours of service requirements set forth in 49 CFR § 395 for each of its drivers; and
4. Carrier shall comply with all pertinent federal, state, provincial, and local statutes, ordinances, and administrative rules and regulations relating to compensation, employment, taxes, insurance, labor relations, safety or record keeping and nondiscrimination against employees or applicants for employment due to race, color, religion, sex, national origin, handicap, disability or veteran status.

f. Other:

1. Carrier will make no substitution of the mode of transportation without Broker’s specific written approval; and
2. Shipments delayed, refused or are otherwise undeliverable must be reported to Broker’ dispatch office



(information is on the Rate Confirmation Sheet) as soon as any irregularity is evident.

4. BROKER'S WARRANTY.

Broker warrants that it has full authority to tender product for transportation under this Agreement.

5. INSURANCE.

a. Carrier shall obtain and maintain in effect during the term of this Agreement the following types of insurance in the minimum amounts set forth below. All such insurance will be written on a primary basis and be required to respond and pay prior to any other available coverage:

1. Cargo Liability insurance with limits of liability not less than \$100,000 per occurrence or in such greater amount as may be required by regulatory bodies having jurisdiction or as may be required to cover the full invoice value of the cargo transported;
2. Commercial Automobile Liability insurance with limits of liability of not less than \$1,000,000 per occurrence, or in such greater amount as may be required by regulatory bodies having jurisdiction;
3. Workers Compensation coverage as statutorily required and Employer's Liability insurance with limits of liability \$1,000,000 per person / per accident / per occupational disease. In the event Carrier utilizes independent contractors, Carrier must provide proof of Contingent Occupational Accident coverage (sometimes referred to as Contingent Liability or Contingent Worker's Compensation);
4. Commercial General Liability insurance written on a current ISO standard form or its equivalent providing extended coverage

including but not limited to, blanket contractual liability; personal injury and advertising liability; fire legal liability; broad form property damage liability, including completed operations; additional persons insured (employees); and extended bodily injury coverage; with limits of liability of not less than \$1,000,000 per occurrence; and,

5. Any other insurance required by DOT, or any other governmental agency whose rules and regulations may apply to the Carrier's performance under this Agreement.

b. Carrier shall furnish Broker with a certificate of insurance in a form satisfactory to Broker evidencing that the coverages required in this paragraph are in effect. Such certificate shall reflect that the policies described under sections (2), (4) and (5) above have been endorsed to name Broker as an additional insured, and that such policies shall provide Broker with at least thirty (30) days' notice prior to cancellation, material change or non-renewal. Carrier shall cause its insurance carrier to provide Broker with a waiver of the insurer's rights of subrogation against Broker and Shipper as respects the coverage in (1) through (5) above. Carrier shall require its insurance company with regard to coverage in (1) to name Broker as a loss payee. All insurance as required in this paragraph shall be maintained with reliable insurance companies having an A.M. Best rating of A- or better.

c. All policies will contain a severability of interest provision in favor of Broker or a full and complete breach of warranty endorsement to the effect that the insurance coverage will not be invalidated as regards the interest of Broker by any act, failure to act, or neglect of Carrier which is in violation of the terms and conditions of such insurance.



6. CARGO LIABILITY AND CLAIMS.

a. Without limiting any remedy available to Broker under Part B of the ICC Termination Act of 1995 (“ICCTA”), 49 U.S.C. §§ 13101 *et seq.*, Carrier, in performing the Services pursuant to this Agreement, shall be liable to Broker, any involved Shipper, and any involved customer of such Shipper, for any loss, damage or injury to property occurring while in the possession of Carrier or under Carrier's care, custody or control, or resulting from Carrier's performance of or failure to perform the Services provided herein, to the same extent as required by an interstate motor carrier under 49 USC § 14706. For purposes of this section, the measure of Carrier's liability shall be the full invoice value of any product lost or damaged plus all incidental expenses arising from the loss, damage or injury. Broker expressly reserves any other rights and remedies available under federal or state laws in the event of any such loss or damage.

b. Carrier shall pay or decline all claims for loss and damage to cargo submitted by Broker within thirty (30) days of the date the claim is received by Carrier. Past due claims shall bear interest at the highest rate allowed by law. If Carrier fails to pay or declines any claim for recovery made against it hereunder within thirty (30) days following the date of submission, Carrier will be in breach of this Agreement and Broker shall be entitled to pursue all rights and remedies available to it, including but not limited to, the termination of this Agreement which shall be effective immediately upon receipt of such notice by Carrier. In addition, Broker shall be entitled to offset the amount of any claim which remains unpaid or unresolved after such thirty (30) day period against amounts owed to Carrier hereunder, provided the claim was not denied for reasonable cause in writing by Carrier to Broker. Broker will have the sole right to determine what constitutes reasonable cause, provided that in

making any such determination Broker will not act arbitrarily. Carrier will be notified in writing and given copies of all relevant documentation prior to Broker taking any action to offset.

7. INDEPENDENT CONTRACTOR.

The relationship between the Parties hereto shall be that of independent contractor and not a partner, joint venturer, agent or employee of Shipper for any purpose. Carrier has complete responsibility for the management and control of its business and for the nature, extent and methods of conducting its business. Carrier and its selected subcontractors or agents shall employ, pay, discipline, discharge, supervise, and direct those persons required for the performance of the Services required by this Agreement, and each shall have exclusive authority over its own respective employees. Under no circumstances shall Carrier or its subcontractors, agents or employees be deemed, or hold themselves out as, employees of Broker and/or any customers of Broker.

8. BILL OF LADING.

Carrier shall use Shipper's original bill of lading. In the event Shipper or Broker's customer does not issue an original bill of lading, Carrier shall issue its usual form of bill of lading or any such form as may be prescribed by Broker's customer, as a receipt upon loading of a shipment. In the event of any conflict between the term of such bill of lading or any other document used by to denote the pick up or delivery of freight and the terms of this Agreement, the terms of this Agreement shall prevail and govern the conduct of the Parties hereunder. In the absence of a conflict, terms listed on this Agreement and those listed on any Client document used for the pick-up or delivery of freight are valid and binding. Under no circumstances shall Carrier execute a bill of lading or any other document, which represents or holds out Broker as the motor carrier responsible



for delivery of any cargo. Any such reference of Broker as carrier is for the convenience of the Parties and does not effect the relationships of the Parties.

9. CONTRACT RATES GOVERN.

Original invoices, bills of lading and signed delivery receipts for all Services hereunder shall be delivered by Carrier to Broker's office in Dallas, Texas and in accordance with the rates and charges in the applicable Rate Confirmation Sheet issued by Broker. There shall be no alteration of the rates under this Agreement. Pricing and other terms in the Rate Confirmation Sheet issued by Broker shall govern all shipments tendered by Broker to Carrier while this Agreement remains effective, regardless of whether another pricing provision published by Carrier might be more favorable to Broker or Shipper.

10. NON-RECOURSE TO SHIPPER.

Carrier agrees to look solely to Broker for any payment of freight and other charges owing under this Agreement and the Rate Confirmation Sheet issued by Broker, and agrees that its sole recourse in the event of nonpayment shall be against Broker and not against any Shipper or Shipper's customer. Carrier waives any and all claims Carrier may subsequently have against Shipper, consignee, or Broker's customers for payment of charges for Services rendered by Carrier hereunder. This undertaking by Carrier shall survive the termination of this Agreement.

11. TERMINATION OF AGREEMENT.

Except as otherwise provided herein, this Agreement shall be effective from the date first above written and shall continue in effect thereafter until terminated, with or without the consent of the other Party, by either Party upon not less than thirty (30) days prior written notice to the other Party.

12. CONFIDENTIALITY.

Carrier shall keep the contents of this Agreement and all information pertaining to Broker, Shipper and their customers' business operations strictly confidential, unless disclosure is required by law or judicial process or such information is publicly known or obtained by Carrier without the breach of any confidentiality agreement. Broker shall keep the contents of this Agreement and all information pertaining to Carrier's business operations strictly confidential, unless disclosure is required by law or judicial process or such information is publicly known or obtained by Broker without any breach of any confidentiality agreement.

13. PAYMENT TERMS.

Carrier shall present billing to Broker within ten (10) days of delivery of entire shipment at destination. Broker shall have thirty (30) days from the date of receipt of the invoice to make payment. Notwithstanding the forgoing, Broker shall have the right to withhold payments in the event there are any outstanding disputed claims against Carrier pending final resolution of any such claims. Upon Carrier's acceptance of payment for a load, Carrier agrees to waive all rights and remedies it has or may have against Broker under 49 CFR part 371.3 with regard to that particular load.

14. INDEMNIFICATION.

CARRIER AGREES THAT IT WILL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY BROKER, SHIPPER, SHIPPER'S CUSTOMER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEE") FROM AND AGAINST:

A. ANY AND ALL CLAIMS MADE AGAINST ANY INDEMNITEE BY OR ON BEHALF OF CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS FOR SALARY OR OTHER COMPENSATION OR PAYMENTS RESULTING OR CLAIMED TO HAVE RESULTED, IN WHOLE OR IN PART, FROM SERVICES



CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS PERFORM HEREUNDER;

B. ANY AND ALL PENALTIES FOR FINES OF ANY CHARACTER WHICH MAY BE SOUGHT TO BE ENFORCED AGAINST ANY INDEMNITEE BY REASON OF AN ALLEGED VIOLATION BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY FEDERAL, STATE, OR MUNICIPAL LAW, RULE OR REGULATION;

C. ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHICH MAY AT ANY TIME BE BROUGHT AGAINST ANY INDEMNITEE BECAUSE OF DEATH OR INJURY TO ANY PERSON, INCLUDING CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO CARGO BEING TRANSPORTED HEREUNDER) WHICH MAY ARISE FROM OR IN CONNECTION WITH: (I) THE MAINTENANCE, USE OR OPERATION (INCLUDING LOADING AND UNLOADING) BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY MOTOR VEHICLE OR ALLIED EQUIPMENT IN PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; AND/OR (II) ANY AND ALL ACTS OR OMISSIONS OF CARRIER, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN PROVIDING THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT; AND,

D. ANY AND ALL OTHER CLAIMS MADE BY OR ON BEHALF OF A SHIPPER OR ITS CUSTOMERS AGAINST ANY OTHER INDEMNITEE, IF SUCH CLAIM ARISES FROM SERVICES RENDERED BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS UNDER THIS AGREEMENT. THE INDEMNITY HEREIN PROVIDED SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO ALL COSTS, EXPENSES, EXPERT'S FEES AND REASONABLE ATTORNEYS' FEES INCURRED OR PAYABLE BY ANY INDEMNITEE IN SETTLING SUCH CLAIMS OR PENALTIES OR FINES OR IN INVESTIGATING OR DEFENDING AGAINST SAME.

15. NO ENCUMBRANCES TO POSSESSION OF GOODS.

Carrier shall not have any right, title, interest, ownership, or claim in the goods tendered for Services by or for Shipper under this Agreement. Carrier will not in any way encumber or otherwise

impair Shipper's right to possession of such goods, including, but not limited to, asserting any lien or withholding any goods on account of any dispute as to prices or alleged failure of Shipper or its customers to pay any charges incurred under this Agreement. Carrier waives and releases any lien or right to a lien Carrier might have as to products transported hereunder.

16. REDUCED COMPENSATION.

Broker reserves the right to reduce compensation to Carrier by the actual amount of additional cost incurred by Broker when Broker must arrange alternative transportation services to replace the Services promised, but not provided, due to Carrier's negligence.

17. FORCE MAJEURE.

The obligations of the Parties under the terms of this Agreement, including but not limited to Shipper's and Shipper's customer, shall be temporarily suspended during any period in which either Party is unable to reasonably comply with the provisions of this contract by reason of acts of God, acts of a public authority, acts of a public enemy, fire, flood, labor strike or disorder, civil commotion, closing of the public highways, or other contingencies, whether similar or dissimilar to those named, beyond the reasonable control of such Party.

18. AGREEMENT NON-EXCLUSIVE.

It is understood and agreed between the Parties that this is a non-exclusive Agreement and that Carrier shall be free to accept freight for transportation from shippers other than Broker and that Broker shall be free to tender freight for transportation other than to Carrier.

19. NON-SOLICITATION.

Both Carrier agrees not to solicit Broker's customers or employees for one (1) year after termination of this Agreement. Should Carrier breach this provision and it solicits Broker's



customers and obtains traffic from such customer while this Agreement is in effect or one year thereafter, Carrier shall be obligated to pay Broker for fifteen months (15) thereafter, a commission in the amount of eighteen percent (18%) of the transportation revenue that resulted from the traffic transported for the customer and Carrier shall provide Broker with all documentation requested by Broker to verify such transportation revenue.

Carrier's Initials: _____

20. NOTICE.

Any and all notices, claims, certificates, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered to the Party entitled to receive the same by hand, overnight delivery or U.S. Mail, addressed as follows:

If to Carrier to:

If to Broker:

Stevens Transport TL, Inc.
Attention: Director of Logistics
9757 Military Parkway
Dallas, Texas 75227

With a copy to (which shall not constitute notice):

General Counsel
Stevens Transport, Inc.
9757 Military Parkway
Dallas, TX 75227

21. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.

This Agreement shall be governed by and construed in accordance with federal law, and to the extent not governed by federal law, this Agreement shall be governed by the laws of the State of Texas exclusive of its conflict of laws rules. The Parties agree and consent to the exclusive jurisdiction and venue of the federal courts sitting in Dallas County, Texas including the United States District Court for the Northern District of Texas, Dallas Division, for the purpose of resolving any dispute that arises under this Agreement. Carrier agrees that its obligations under this Agreement arise in and are to be performed in Dallas County, Texas. Carrier expressly waives any objection to venue in Dallas County, Texas by way of forum non conveniens or any other objection concerning venue. **EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**



22. ATTORNEY FEES.

If Broker institutes legal proceedings against Carrier for its failure to provide the Services or for breach of this Agreement and Broker prevails in the lawsuit or proceeding, Broker shall be entitled to recover all reasonable expenses, attorney fees, expert fees and costs.

23. INVALIDITY OF PROVISIONS.

Should any part, parts or portion of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this



Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

24. DEFAULT.

In the event either Party files a voluntary petition in bankruptcy court, or makes an assignment for benefit of creditors, or is voluntarily or involuntarily adjudicated a bankrupt, or has a receiver appointed for its business, becomes insolvent, or defaults in compliance with one or more provisions of this Agreement, and said default is not remedied within thirty (30) days after written notice of such default, the other Party may elect to immediately terminate this Agreement.

25. ASSIGNMENT.

This Agreement shall apply to and bind the successors and assigns of the Parties, provided, however, that no such assignment of interests or obligations under this Agreement or arising from its breach, including but not limited to the assignment of any monies due and payable, shall be effective without the prior written consent of the other Party, except that either Party may at any time assign and transfer this Agreement and all rights and obligations hereunder to any parent company, or wholly owned subsidiary of its parent corporation, whether such ownership be direct or indirect through intermediate corporations, capable of performing such obligations hereunder in the event of a default by its assignee.

26. MODIFICATION, WAIVER AND DISCHARGE.

This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed on behalf of each of the Parties hereto by their duly authorized representatives. The failure

of any Party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, or in any way to affect the validity of this Agreement or any part thereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

27. EXECUTION IN COUNTERPARTS AND FACSIMILE SIGNATURES.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Party. A signature to this Agreement delivered by telecopy or other artificial means shall be deemed valid.

28. TITLES AND HEADINGS.

Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

29. ENTIRE AGREEMENT.

This contract constitutes the entire Agreement between the Parties, and may be modified only by mutual agreement of the Parties as evidenced in writing. The Parties agree that this Agreement is the product of negotiation and that neither Party will be deemed to be the drafter thereof.

30. SHIPMENT RATE CONFIRMATION SHEET.

The Rate Confirmation Sheet issued by Broker and executed by Carrier under or in connection with this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.



STEVENS TRANSPORT TL, INC.

Name: Matt Gray

Title: Director of Logistics

CARRIER

Name: _____

Title: _____





STEVENS TRANSPORT
TOTAL LOGISTICS

CALIFORNIA AIR RESOURCES BOARD NOTICE

The California Air Resources Board (“CARB”) enforces regulations that govern the operation of Transport Refrigeration Units (“TRUs”) on trailers that use California highways and railways. The purpose of the regulation is to enforce the CARB’s Airborne Toxic Control Measure (“ATCM”).

Motor carriers are required to only dispatch only trucks and trailers equipped with TRUs that are compliant with CARB’s TRU ATCM in-use performance standards.

To comply with the CARB TRU regulations the following requirements apply to all Stevens Transport TL, Inc shipments that use of TRU equipment (including dry loads hauled in reefer trailers) on any California highway or railway irrespective of the Carrier’s state of incorporation or the origin of the shipment. By signing this document, Carrier affirms compliance on each load with the following:

1. Carrier will only use reefer-equipped trucks, tractor-trailers, shipping containers, or railcars that meet CARB TRU ATCM requirements when transporting freight in California.
2. Carrier will list the CARB IDN for any TRU equipment on the bill of lading.
3. Carrier will be personally liable, not Stevens Transport TL, Inc., for any financial ramifications for any violation of the CARB TRU regulations and requirements.
4. Carrier will ensure each of its drivers has the following document in the truck at all times:
 - (a) Driver’s license.
 - (b) Truck or tractor registration.
 - (c) Trailer registration; and
 - (d) Bill of lading or freight bill with:
 - a. Origin or destination of freight.
 - b. Shipper’s name, street address, state, and ZIP code.
 - c. Receiver name, street address, state, and ZIP code.
 - d. Carrier’s name and the name and phone number for Carrier’s employee who dispatched the driver.
 - e. Broker’s name and contact information (e.g. Matt Gray) set out as:

Matt Gray
Director of Logistics
Stevens Transport TL, Inc.
9757 Military Parkway
Dallas, TX 75227
(866) 551-0337



STEVENS TRANSPORT
TOTAL LOGISTICS

Carrier must provide the required information above on the bill of lading given to Carrier's dispatched driver for any load hauled for Stevens Transport TL, Inc.

By signing below, I have read the forgoing CARB notice and agree to comply with all requirements of the TRU ATCM.

_____ (signature)

By: _____ (printed name)

Title: _____

Date: _____



STEVENS TRANSPORT
TOTAL LOGISTICS

CARRIER INFORMATION FORM

Carrier Name: _____

Safety Rating: _____

DBA: _____

Physical Address: _____

Mailing Address: _____

Address: _____

Address: _____

City: _____ ST: _____

City: _____ ST: _____

ZIP: _____ Country: _____

ZIP: _____ Country: _____

SCAC Code: _____

Telephone No: _____ - _____ - _____

Contact Name: _____

Telephone No: _____ - _____ - _____

2nd Contact Name: _____

Fax No: _____ - _____ - _____

Tax ID Number: _____

CTPAT/SVI #: _____

AUTHORITY: (please check all that apply): _____ Contract _____ Common _____ Brokerage

MC #: _____

DOT#: _____

CARB ID#: _____

HAZ-MAT Carrier: (Y/N)

Email Address: _____

Email Address: _____

Does your company use a factoring company (Y/N) If yes, please provide the following:

Factoring Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____



STEVENS TRANSPORT
TOTAL LOGISTICS

STEVENS TRANSPORT TL, INC., GENERAL INFORMATION FORM

Tractors owned by Carrier: _____

Vans owned by Carrier: 48 x 102 _____ 53 x 102 _____

Reefers owned by Carrier: 48 x 102 ____ 53 x 102 _____

Are all Carrier equipment compliant with the CARB's TRU regulations? (Y / N)

Do you know about Steven Transport TL, Inc.'s Quick Pay Program (Y/N)

Freight Lanes Most Desired:

City/State (Origin)	City/State (Destination)	Rate/Mil
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



STEVENS TRANSPORT
TOTAL LOGISTICS

STEVENS TRANSPORT TL, INC., CARRIER REFERENCE FORM

New carriers must complete the following list of references as a prerequisite for approval by Stevens Transport TL, Inc.

References:

Company Name: _____

Contact Person: _____

Telephone: (____) _____

Email: _____

Company Name: _____

Contact Person: _____

Telephone: (____) _____

Email: _____

Company Name: _____

Contact Person: _____

Telephone: (____) _____

Email: _____

Company Name: _____

Contact Person: _____

Telephone: (____) _____

Email: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AMENDMENT TO MASTER BROKER/MOTOR CARRIER AGREEMENT

Text Messaging and Electronic Tracking

This Amendment to the Master Broker/Motor Carrier Agreement (the “Agreement”) is entered into between **STEVENS TRANSPORT TL, INC.** (“Broker”) and the motor carrier set forth in the signature line hereof (“Carrier”) and is effective as of Carrier’s date of signature.

WHEREAS, Broker and Carrier have previously entered in the Agreement pursuant to which Carrier agreed to transport shipments tendered by Broker; and

WHEREAS, the parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Broker and Carrier agree as follows:

1. Carrier will provide system tracking and tracing via web or the Carrier’s ELD or TMS systems, or enable the Broker to send text messages to and/or track the Carrier’s driver(s) locations using the driver’s cell phone number. Carrier represents and warrants that is has obtained a written agreement from each driver transporting a shipment tendered by Broker to Carrier pursuant to the Agreement in which each driver provides all necessary consents to (i) receive text messages and/or phone calls from or on behalf of Broker and (ii) allowing Broker or its vendor to track such driver’s location while transporting such shipment. Carrier agrees to provide Broker a copy of such written agreement upon request. Carrier shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure and disposal of any information Carrier provides to Broker, including information regarding its drivers transporting Broker’s shipments. Such laws include, without limitation, the Telephone Consumer Protection Act (“TCPA”) (47 U.S.C. § 227) and its implementing regulations (47 C.F.R. § 64.1200). Compliance with the TCPA includes, without limitation, obtaining any consent necessary from drivers to receive text messages and phone calls from or on behalf of Broker. Carrier shall indemnify, defend and hold Broker and its affiliates and customers harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorney fees) arising out of or in connection with Carrier’s breach of this provision. This Amendment shall survive the expiration or termination of the Agreement.

2. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Except for those terms which are explicitly amended herein, all other terms and conditions of the Agreement remain in full force and effect.



The parties have caused this Amendment to be duly executed as of the date set forth below in Carrier's signature block.

STEVENS TRANSPORT TL, INC. (BROKER)

CARRIER LEGAL NAME:

MC#: 203631

MC#: _____

SIGNATURE: _____

SIGNATURE: _____

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____



STEVENS TRANSPORT

TOTAL LOGISTICS



Stevens Transport TL has a faster way for Carriers to get paid.

Stevens Transport TL, Inc. uses TRANSFLO\$Velocity from Pegasus TransTech to send documents. Use of this service enables the Carrier to obtain a trip number in minutes instead of days.

Benefits to Carrier:

- ✓ Faster Pay – e-mail vs snail mail.
- ✓ Security over Carrier's documents (USPS can't lose them).
- ✓ Carrier can keep its original paperwork until payment has been received.
- ✓ Allows electronic confirmation that Stevens Transport TL, Inc. received Carrier's paperwork for payment.
- ✓ Provides a confirmation number immediately after sending Carrier documents.
- ✓ Eliminates the need for copies.

To Participate:

Carrier's need:

- A PC: and
- A local scanner or network scanner

Go to the link to download and install the program and use the Broker ID of STVVL. If assistance is needed, Carrier can contact TRANSFLO\$Velocity Customer Support at 866-503-5707 or via the web at www.transflovLOCITY.com/download .