



1 W. Deer Valley Rd, Suite 206  
Phoenix, AZ 85027  
Phone: 623-800-7199  
Fax: 623-800-7184

### GENERAL INFORMATION

**General Manager:**

Erik Ness                      Direct Line: 623-800-7199 x4202      erik@commoditytrans.com                      Arizona

**Office Manager:**

Leslie Bleecker              Direct Line: 623-800-7198              leslie@commoditytrans.com                      Arizona

**Freight Managers / Dispatch:**

Judy Brownfield	Direct Line: 520-509-6748	jbrownfield@commoditytrans.com	Arizona
Alex Cisneros	Direct Line: 623-800-7199 x4216	alexc@commoditytrans.com	Arizona
Adalid Cruz	Direct Line: 623-800-7199 x4217	adalid@commoditytrans.com	Arizona
Dalibor Cvijanovic	Direct Line: 623-800-7199 x4211	dalibor@commoditytrans.com	Arizona
Vladimir Cvijanovic	Direct Line: 623-800-7199 x4212	vladimir@commoditytrans.com	Arizona
Mike Hrgota	Direct Line: 615-999-3785	mikeh@commoditytrans.com	Tennessee
Tyler McCullen	Direct Line: 623-800-7199 x4215	tylerm@commoditytrans.com	Arizona
Frank Genova	Direct Line: 714-288-2860	fgenova@commoditytrans.com	California
Jason Genova	Direct Line: 714-288-2860	jasong@commoditytrans.com	California
Sheryl Wolfinbarger	Direct Line: 714-288-2860	Sherylw@commoditytrans.com	California

**Transportation Assistants:**

Lucy Bravo                      Direct Line: 623-800-7199 x4203      lucy@commoditytrans.com                      Arizona

**Accounting email:**              leslie@commoditytrans.com

**Federal Tax ID#:**              32-0419576  
**Broker MC#:**                      441725  
**SCAC:**                              CTFS  
**Dun & Bradstreet#**              079248897  
**Produce Blue Book#**              291478

**Billing Address:**              4050 E. Lincoln Rd.  
Idaho Falls, ID 83401

**Bank Reference:**

Bank of Commerce              Banker: Jeremy Hart  
3113 S. 25<sup>th</sup> East              Phone: 208-357-3418  
Ammon, ID 83406

**Financial References:**

Cooper Norman & Co.              Accountant: Clint Tavener  
390 N. Capital Ave              Phone:              208-523-0862  
Idaho Falls, ID 83402



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**Thank you for joining the CTS Carrier network. Please return this form with the following documents:**

- Copy of your Operating Authority
- Signed Carrier Contract
- Completed W-9
- Insurance certificate showing Commodity Transportation Services, LLC as a certificate holder and additional insured.
- Proof of Workers Compensation insurance. (Exempt states: AZ, CO, FL, LA, ME, MN, MO, OR, RI, TN, UT, WI)
- Signed Broker Contract

**Carrier Information:**

Carrier Name: \_\_\_\_\_

Carrier MC#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

After-hours phone: \_\_\_\_\_

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

Factored – Yes No if yes, please provide:

Name of factoring company: \_\_\_\_\_

Phone number of Agent: \_\_\_\_\_

Your account number: \_\_\_\_\_

**Non-factored companies only:**

Preferred method of payment: Check Quick Pay

Checks are mailed net 21 days from receipt of paperwork

See Payment Policies & Options page for Quick Pay options and fees.



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### **Paperwork & Billing Guidelines**

**Send original paperwork along with Invoice and CTS Trip Confirmation to:**

Commodity Transportation Services, LLC.

Attention: Accounts Receivable

4050 E. Lincoln Rd.

Idaho Falls, ID 83401

**Payment maybe delayed if the following issues arise:**

- **Bill of Lading Issues**
  - **Copies are sent (must be original BOL)**
  - **Illegible receiver receipts of product**
  - **Product damage or shortage**
  - **Temperature issues**
- **Invoicing Issues**
  - **Does not include Carrier invoice and/or rate confirmation**
  - **Invoice does not have CTS Load number**
  - **Accessorial charges are not reflected on the Broker Confirmation**
    - **Make sure prior to invoicing that all accessorials are approved and in writing.**



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### **Insurance Request Form**

**\*\* This is your responsibility \*\***

Please forward this request form to your insurance company.

#### **The Certificate Must:**

- Be an original document
- Provide at least thirty (30) days notice of cancellation
- Be completed in its entirety and signed – binders are not acceptable
- Must be named as additional insured:  
Commodity Transportation Services, LLC  
4050 E Lincoln Rd.  
Idaho Falls, ID 83401  
Fax: 208-522-2345

#### **Cargo Liability Requirements:**

- Reefer breakdown coverage
- Maximum of \$2,500.00 deductible
- \$100,000 minimum per conveyance unless otherwise stated by CTS
- Must indicate Broad Form or All Risk Coverage

Certificate Must be Named and addressed to:

Commodity Transportation Services, LLC.  
4050 E. Lincoln Rd.  
Idaho Falls, ID 83401  
Fax: 208-552-2345

Email to: [Certificates@CommodityTrans.com](mailto:Certificates@CommodityTrans.com)



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### Payment Policies & Options

**\*\*Check the options you request\*\***

#### REGULAR PAY:

- Payment will be made 21-30 days from receipt of *completed clean* paperwork. **NO FEE**. Please include invoice showing line-haul rate, less any advances, plus any agreed upon accessorial fees and final amount; original BOL/POD; any agreed upon accessorial receipts; and our load confirmation.

#### ADVANCES:

Carrier Signature: \_\_\_\_\_

- Maximum of forty percent (40%) advance is offered at a two percent (2%) charge of the gross to the carrier only after loaded and **between normal business hours**. There is a \$15 fee per each \$1000 express code. Express codes can be issued for lumpers and a \$7 fee will be charged. If you factor your bills, you will have to get permission *IN WRITING* from your factoring company allowing advances.

#### QUICK PAY:

Carrier Signature: \_\_\_\_\_

- **1 Day - Two percent (2%) accessorial charge on line haul**. An express code will be issued for the remainder of the settlement plus a \$15 fee per each \$1000. Please contact CTS 24 hours after they have received your *completed clean* paperwork for express code numbers. (Any BOL with any OSD's will not be eligible for Quick Pay.) Paperwork for Quick Pays must be received in our accounting office by 5:00pm AZ time.
- **Accounting email:** [leslie@commoditytrans.com](mailto:leslie@commoditytrans.com)
- Payment will be made by the close of business 24 hours after receiving paperwork.

#### FACTORED COMPANIES:

Net thirty (30) days after original paperwork has been received.



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## Worker's Compensation Hold Harmless Agreement

Carrier Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
MC # \_\_\_\_\_

The undersigned does hereby agree to hold harmless and indemnify Commodity Transportation Services, LLC. and all of its affiliates, officers, agents, and employees, from and against any and all losses, claims, suits or other legal liability and legal expenses of any nature imposed upon or brought against them by any reason of any act or omission of the Contractor/Service Provider or its agents or employees in the course of performing the work providing the service that are the subject of this contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## Safety Letter

If your safety rating is above the national average for vehicle maintenance, driver safety, or hazmat, CTS requires a safety letter stating your company's initiative to improve those scores to bring them back below the national average. This is an effort to minimize potential problems and ensure we are using carriers dedicated to quality service. CTS is still able to use your company if your scores are above the national averages, but we would require a safety letter for our records.

To check whether or not CTS requires a safety letter from you, go to the FMCSA website (<http://safer.fmcsa.dot.gov/CompanySnapshot.aspx>) and enter your company – We will use Eagle Eye Logistics, LLC as an example, their MC number is 325275, DOT 703047. After you do this, you will be taken to your company's snapshot; here you click on SMS results on the top right and you should get the following information as shown below. We are keeping our threshold at the national average OOS% (out of service %). **Anything above the national average in vehicle, driver or hazmat will trigger a need for a safety letter** – *in this example below, we would need to request a letter for driver safety.*

If you have any questions please email or call your broker for clarification.

### EAGLE EYE LOGISTICS LLC

U.S. DOT#: 703047  
Address: 4050 E LINCOLN RD  
IDAHO FALLS, ID 83401  
Number of Vehicles: 45  
Number of Drivers: 45  
Number of Inspections: 73

### Safety Rating & OOS Rates

(As of 07/17/2016 updated daily from [SAFER](#))

**SATISFACTORY**

(Rating Date: 05/27/2008)

### Out of Service Rates

Type	OOS %	National Avg %
Vehicle	11.1	20.7
Driver	6.8	5.5
Hazmat		4.5



*Your Solution*  
For Commodity Transportation



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 Suite 206  
 Phoenix, AZ 85027  
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 FAX: 623-800-7184

### CARRIER AGREEMENT

Broker	Commodity Transportation Services, LLC ("CTS")
CTS Address:	4050 E Lincoln Rd. Idaho Falls, ID 83401
CTS Tax Identification Number:	32-0419576
Carrier	
Carrier Address	
Carrier Tax Identification Number	
Carrier Permit No.	MC
Effective Date	

THIS BROKER-CONTRACT CARRIER AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between Broker and Carrier.

#### RECITALS:

A. Broker is a freight broker, duly authorized by the Surface Transportation Board ("STB"), as successor to the Interstate Commerce Commission, under license MC 441725 to arrange for the transportation of property by motor carrier on behalf of a motor carrier, consignor or consignee, and sufficiently controls the transportation of the commodities to be tendered to Carrier under this agreement.

B. Carrier is a motor carrier of property duly authorized by the STB under the permit listed above to provide compensated contract transportation of property for shippers (Consignors) and receivers (Consignees) of general commodities, and holds itself out to the public as such.

C. Broker, as an independent contractor, serves many shipper customers on a continuing basis which have individually and/or collectively varying and distinct transportation needs for shipments between and among various geographic points throughout the United States, and between the United States, Canada, and/or Mexico. From time to time, these customers and the needs of these customers require dedication of equipment, refrigerated, containerized, bulk or other specialized equipment, short notice driver/equipment availability, driver loading/unloading requirements, loading/delivery scheduling, detention, overnight and weekend layover, LTL/TL or LCL/CL service, variable traffic/shipment levels, protective service, stops in transit, direct dispatch, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers, priority traffic and expedited service, special credit and payment terms, as well as electronic data interchange ("EDI").

D. For these and other reasons, Broker both for its customers and for itself, has unique, distinct and continuing transportation service needs throughout the United States. For these reasons, Broker enters into motor contract carriage agreements similar to this Agreement with more than one motor contract carrier in order to serve the varied, special, and distinct transportation needs of itself and of its various customers, in order to ship commodities from origins to destinations throughout the United States, Canada, and/or Mexico.

E. Carrier recognizes the special, distinct, varying and continuing transportation needs of the Broker and its customers, and in order to serve a portion of those transportation needs, Carrier desires to provide motor contract carriage to Broker under this Agreement, which is designed to meet various and special transportation needs of Broker and its customers, and which is part of a larger integrated scheme of transportation services arranged by Broker between many shipper and carrier customers.



**AGREEMENT:**

**1. General Terms:**

1.1 Carrier acknowledges that as a single motor contract carrier it may not be able to reliably and continually serve the broad range of Broker's customer's transportation needs and demands throughout the United States. Carrier acknowledges and understands that Broker enters into a variety of motor contract carriage agreements in order to serve all of Broker's customers. This Agreement may be one of a number of such agreements.

1.2 Broker and Carrier understand this Agreement does not bind the respective parties to any mutually exclusive relationship or to provide any exclusive services one to the other. Broker may enter into similar agreements with other carriers, and Carrier may enter into similar contract carriage agreements with other brokers and/or shippers.

**2. Broker's Obligations:**

2.1 In the normal course of its business, Broker solicits, obtains, maintains, and serves shipping customers having needs for shipments of freight traffic. Broker may tender some of these freight traffic shipments to Carrier for transportation.

2.2 Subject to the availability of suitable equipment for the freight traffic tendered, and subject to specific shipment instructions, Carrier shall transport by motor vehicle without delay such shipments of freight traffic as Broker may require without delay. Such shipments shall be in accordance with the terms and conditions of this Agreement.

2.3 Broker shall pay Carrier for freight transported pursuant to the terms of this Agreement, in accordance with contract rates, not later than thirty (30) days from the receipt by Broker of Carrier's invoice covering such transportation.

2.4 Broker agrees to perform all billing, invoicing and collection service to or with respect to customers whose property is transported by Carrier pursuant to this Agreement.

**3. Carrier's Obligations:**

3.1 Subject to the terms of this Agreement, Carrier shall provide transportation for the freight tendered by Broker. Carrier shall bill all charges for transportation services directly to Broker at the addresses provided herein. Carrier shall provide Broker with copies of signed bills of lading and delivery receipts as evidence of such services.

3.2 Shipper shall issue a Uniform Straight Bill of Lading in its own name. Carrier shall sign the Uniform Straight Bill of Lading prior to removing the load from Shipper's premises. Carrier shall assume full and complete responsibility and liability, regardless of the fault of any person, for any and all loss or damage to, or delay of, any shipment while in possession or control of Carrier. Provided however, where the terms and conditions specified in this Agreement conflict with those in the Uniform Straight Bill of Lading, the terms and conditions specified in this Agreement shall prevail.

3.3 Carrier shall comply with the financial responsibility requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. In addition, Carrier shall continuously maintain in effect the following insurance:

3.3.1 Carrier shall maintain primary cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this Agreement, but in no event in an amount less than \$100,000.00 per shipment, to compensate Broker, consignor or consignee for any and all loss or damage to property which was placed in possession or control of Carrier in connection with any transportation services under this Agreement.

3.3.2 Carrier shall also maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operation in connection with transportation services under this Agreement, but in no event in amounts less than those prescribed by applicable statutes and regulations of the STB and Department of Transportation ("DOT").

3.3.3 Carrier shall maintain workers' compensation coverage for all personnel employed by Carrier in connection with its transportation operations and services under this Agreement.

Carriers' cargo and liability insurance shall comply with STB and DOT requirements in all respects, and shall be in form required by 49 C.F.R. Part 1390(a), with no exclusions or restriction which would not be accepted by the STB for a filing under statutory or regulatory requirements, but shall be, in all respects, identical to insurance filed in accordance with the cited regulation. Carrier agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give Broker upon request, copies of insurance policies and Standard Certificate(s) of insurance for both cargo and the liability risks. Carrier shall instruct its insurance carrier to give Broker twenty (20) days written notice of any modification or termination of such insurance policies.

3.4 Carrier shall specifically comply with applicable California regulations from the Air Resources Board, including greenhouse gas emissions regulations, low-rolling resistance tire regulations, and aerodynamic device regulations.

3.5 Carrier, at its sole cost and expense, shall furnish all equipment required for services hereunder and shall maintain all equipment in clean condition, good repair and working order.

3.6 Carrier, at its sole cost and expense, shall employ for its services hereunder only competent, able, and legally and properly licensed personnel who shall be well trained in the care, safety and response procedures applicable to shipments being handled and transported. Carrier will employ and be solely responsible for all personnel employed with respect to any shipment. Carrier will be solely responsible for each such employee's licensing, training, and competence.

3.7 Carrier 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 and for the services rendered by Carrier's employees or contractors.

3.8 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 substituted service by railroad or other modes of transportation.

3.9 Carrier shall comply with all applicable STB and DOT regulations as well as all other federal and state laws, regulation and ordinances applicable to the operations of a motor carrier, including having all required licenses and permits.

**4. Freight Rates / Confirmation in Writing:**

4.1 For all freight tendered by Broker and accepted by Carrier subject to the terms, provisions, and conditions of this Agreement, the rates and charges for the transportation of such freight shall be reasonable, and shall reflect and be approximately equivalent to the contemporaneously prevailing rates and charges for the same or substantially similar services then being provided by Carrier and other common or contract motor carriers.

4.2 Broker agrees to pay carrier an amount mutually agreed upon by both parties at the time of booking a specific movement. Broker will conform the verbal agreement in writing by using a rate confirmation which shall become an addendum to this Agreement.

**5. Liability, Claims, and Indemnification:**

5.1 Carrier shall defend and hold Broker harmless from, and indemnify Broker for any and all liability or claims for loss or damage to any freight in the possession and/or control of Carrier in connection with transportation under this Agreement, and any and all liability or claims for personal injury or death or property loss or damage arising out of the acts or omission of Carrier its employees, independent contractors or agents in providing transportation under this Agreement. Carrier's obligation under this Agreement shall include liability for payment of any and all costs and/or fees incurred by Broker in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property loss or damage arising out of transportation operation and services under this Agreement. Carrier agrees that its obligation to defend, indemnify and hold harmless Broker from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this Agreement shall survive any termination of this Agreement.

5.2 Carrier shall neither have nor claim any lien rights on or against any property transported under this Agreement. However, should a consignor or consignee notify Broker of a claim for loss or damage to property transported by Carrier under this Agreement, Broker may give Carrier written notice of such claim, and in such case Carrier shall have thirty (30) days to attempt to resolve the claim with Broker's customer. In the event Carrier cannot resolve such claim within such time, Carrier agrees that Broker and consignor/consignee shall have the right to set-off that claim amount from any freight charge payments due Carrier.

5.3 All claims for loss, damage, delay and salvage shall be processed and adjusted in accordance with the regulations of the ICC as published in 49 C.F.R. part 1005. The liability under this Agreement shall be for the full replacement value of the property lost or damaged. Full value of lost or damaged items shall mean replacement cost established by trade sale or other invoice documentation, plus any additional transportation costs.

**6. Solicitation and Competition:**

6.1 Carrier and Broker agree that Broker, at great expense, has developed relationships with many customers, and that these customer relationships are essential to the successful operation of the Broker. Carrier and Broker agree that the disclosure of the identity of Broker's customers is confidential and proprietary information of Broker. For these reasons, during the term of this Agreement and for a period of one (1) year from the time of the termination of this Agreement, Carrier shall not, directly or indirectly, solicit or do business of a transportation nature with any of Broker's customers who have been serviced by Carrier as a result of this Agreement.

6.2 Solicitations prohibited under this Agreement including those set forth in Section 6.1 above, means participation in any conduct, whether direct or indirect, the purpose of which involves transportation of shipper traffic by Carrier for which the Carrier does, or did in the past, provide transportation services for the shipper traffic under arrangements first made or procured by Broker. Solicitation includes conduct initiated or induced by Carrier, or accepted from or through others in any way related to or affiliated with the Carrier.

6.3 If Carrier should perform services of a transportation nature for compensation for any customer of Broker without prior authorization from Broker in violation of this Agreement, Carrier shall pay Broker within ten (10) days of each such violation an amount equal to ten (10%) of all revenues invoiced to any such customer by Carrier.

6.4 When a load for a customer is tendered to Carrier, Carrier will learn the identity of such customer. Carrier's acceptance of the load and movement of the freight will acknowledge that this new customer is a Broker customer for purposes of this Section 6. Carrier has ten (10) days after such "first load" moves to challenge in writing why the customer should not be considered a Broker customer for purposes of this Agreement. In any case of challenge, Broker and Carrier will agree in writing exactly how this customer will be handled. If Carrier does not make such a challenge in writing within this time period, Carrier acknowledges that such customer is a customer of Broker for purposes of Sections 6.1, 6.2, and 6.3.

7. **Subcontract 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 subcontract, broker, or in any other form arrange for the freight to be transported by a third party or other contract carrier without the prior written consent of Broker.

**8. Agreement Fulfills Requirements for Contract Carriage:**

8.1 Carrier and Broker agree that transportation services under this Agreement are to be performed as contract carriage in compliance with 49 U.S.C. Parts 13902(d)(B) and 14101(b) by providing specialized services or equipment designated to meet the distinctive needs of Broker or of the consignor and consignees which form Broker's shipper customer base. Such services shall include, when applicable, but shall not be limited to those services described in Recital C, above.

8.2 Both parties intend and recognize that this Agreement fulfills any and all applicable legal requirements for contract for contract carriage, and enter into it for such purpose. Whether or not Carrier is also authorized to operate, or does operate, as a common carrier, each and every shipment tendered to Carrier by Broker shall be deemed to be a lender to Carrier as a motor contract carrier and shall be subject only to the terms of this Agreement and the provision of law applicable to motor contract carriage.

9. **Dispute Resolution and Choice of Law:** The parties agree and understand that this Agreement shall be governed by the Surface Transportation Act (49 USC 13101 et. seq.) Where applicable and otherwise by the laws of the State of Idaho, both as to the interpretation and performance of this Agreement. Any and all actions for any and every breach of this contract Agreement shall be instituted and maintained in any court of competent jurisdiction sitting in the County of Bonneville, State of Idaho.

**10. Independent Contractor:** The relationship of the Broker to the Carrier shall, at all times, be that of an independent contractor. Provided however, that Broker shall be the agent of the Carrier for receipt and collection of freight charges and fees, and Carrier hereby authorizes and appoints Broker as its agent for such purposes.

**11. Insolvency of Obligor:** In the event that after movement and delivery of freight, the ultimate obligor for payment of freight charges and fees becomes bankrupt, or for any reason defaults on its obligation to pay freight charges and fees which Broker had already paid to Carrier, Carrier agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred, subrogated and assigned to Broker for the purposes of collection and recovery from the responsible party.

**12. Effective Date and Termination:** This Agreement is to become effective on the date first written above, or to the extent applicable, upon the date which Carrier and Broker commenced doing business together, whichever is earlier. This Agreement shall remain in effect for a period of one (1) year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to cancel or terminate the Agreement at any time upon thirty (30) days advance written notice from one party to the other.

**13. Notices:** Any notice to be given hereunder shall be given by personal delivery or by depositing such notice in the United States Mail first class postage prepaid, and addressed to the respective party at the addresses provided above.

**14. General Terms.**

**14.1 Governing Law:** This Agreement shall be governed by the laws of the State of Idaho, as an agreement between residents of the State of Idaho and to be performed in the State of Idaho.

**14.2 Entire Agreement:** This Agreement and the other documents executed by the parties herewith embody the entire agreement between the parties with relation to the subject matters covered, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties concerning these topics other than those specifically set forth in those documents. These documents are intended to be fully integrated agreements between the parties with respect to the subject matters covered.

**14.3 Modification:** This Agreement may not be changed, waived or modified except by written agreement signed both by Carrier and Broker stating that such writing is an amendment to this Agreement. However, the signatures of the parties shall not be required on the fax transmitted "load confirmations" and either party may transfer such rights to any person(s) designated by either party to sign such "load confirmations". Signatures by designated individuals shall constitute acceptance of the terms and provisions of this agreement and those on the "load confirmation(s)".

**14.4 No Waiver:** No action or conduct or delay or failure to act by either party shall be construed as a waiver unless such waiver is expressly set forth in writing. No single or partial exercise of any right, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, power, or privilege.

**14.5 Assignability and Obligations of Successors:** Neither party to this Agreement may assign its rights or obligations under this Agreement without the express written consent of the other party.

**14.6 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, successors and assigns.

**14.7 Force Majeure:** Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strike, acts of God, war, accidents, civil or military authorities or other circumstances beyond its control.

**14.8 Headings:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

**14.9 Gender:** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

**14.10 Counterparts:** This Agreement may be executed in two or more counterparts, including counterparts transmitted via facsimile, each of which shall be deemed an original. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

**14.11 Additional Acts:** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at closing, and thereafter, any and all such further acts, deeds and assurance as either of the parties may reasonably require to consummate the transactions contemplated hereunder.

**14.12 Time of Essence:** All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.

**14.13 Expenses of Agreement:** The parties hereto shall each respectively pay any attorney's fees they have respectively incurred for the preparation, negotiation and review of this Agreement.

**14.14 Attorney's Fees:** In the event of any controversy, claim, or action between the parties to enforce the terms and conditions of this Agreement or any of the other documents executed contemporaneously herewith, or arising from breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment.

**14.15 Severability:** In case that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unconscionable or unenforceable in any respect, such invalidity, illegality, unconscionability or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, unconscionable or unenforceable provision had never been contained herein and all other terms and provisions hereof will nevertheless remain effective and be in force to the fullest extent permitted by law.

**14.16 Construction:** Because each of the parties hereto have been represented by counsel in the course of the negotiation for and the preparation of this Agreement, in all cases, the language of this Agreement will be construed simply, according to its fair meaning and not strictly for or against either party.

14.17 *No Joint Venture*: Nothing contained in this Agreement, or in any of the purchase documents, shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, Broker and Carrier, and each of them, hereby agree to the terms of this Broker-Carrier Agreement as outlined below:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Commodity Transportation Services, LLC.

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Justin Clement

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

Title: Vice President

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

Company Address:

Company Address:

4050 E. Lincoln Rd.

\_\_\_\_\_

Idaho Falls, ID 83427

\_\_\_\_\_

Office: 208-656-7335

\_\_\_\_\_

Fax: 208-522-2345

\_\_\_\_\_