



RITE WAY EXPRESS, INC

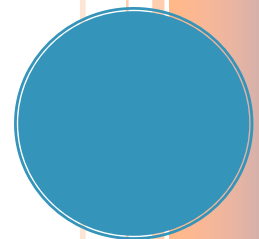
RITE WAY EXPRESS, INC.

Documents Required for Brokering Loads

- 1) Authority Papers (Verify)
MC# & DOT#
- 2) Cargo/Liability Certificate with Rite Way as certificate holder
(request from agent, not company)
- 3) Workers Compensation Chart
- 4) W-9 Form completed
- 5) Brokerage Agreement completed

Rite Way Express, Inc.

9/1/17



RITE WAY EXPRESS, INC.
330 E. MAHN CT.
SUITE 200
OAK CREEK, WI 53154
PHONE: [\(414\) 571-9988](tel:(414)571-9988)
FAX: [\(414\) 571-1907](tel:(414)571-1907)
EMAIL: DISPATCH@LTLSERVICEINC.COM

MOTOR TRANSPORTATION BROKERAGE CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20 ____ by and between _____ (CARRIER) with offices at _____ and Rite Way Express, Inc. ("BROKER") with offices at 330 E. Mahn Ct, Suite 200, Oak Creek, WI 53154.

WITNESSETH:

WHEREAS, CARRIER, a licensed Interstate Commerce Commission motor carrier, is in the business of providing motor carrier services and is willing and able to provide such transportation services to BROKER; and

WHEREAS, BROKER, holds a license issued by the Interstate Commerce Commission to operate as a broker and logistics company, and controls the routing of shipments under contractual arrangements with consignors and consignees ("Customers"), including control over the selection of carriers, accepts responsibility for payment of the charges for the transportation, and desires to use the motor carriage services of CARRIER;

NOW, THEREFORE, in consider of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

ARTICLE 1. SCOPE

CARRIER will provide BROKER and its Customers with such special (i.e. additional or different) motor carrier services as are needed by BROKER and its Customers and shall be responsible for the transportation of each shipment from the point of origin at which the shipment is tendered to CARRIER to the delivery of the shipment to the consignee at the point of destination.

ARTICLE 2. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement takes effect on the date CARRIER signs this Agreement and attached Schedule A and remains in effect until terminated by either party in accordance with the provisions of ARTICLE 16.

ARTICLE 3. TENDER AND TRANSPORTATION OF GOODS

CARRIER will accept such shipments as may be tendered by BROKER from time to time for transportation by motor carriage, and CARRIER will provide the motor carriage

services, transporting the tendered shipments, or causing them to be transported, with dispatch, and will make all reasonable effort to effect delivery on a timely basis.

In the event CARRIER is unable to supply transportation service within the time requested by BROKER, CARRIER shall so advise BROKER and may arrange to furnish said transportation service at a later date. In that event, BROKER may arrange to avail itself of the services of another motor carrier or mode of transportation.

ARTICLE 4. CARRIER REQUIREMENTS TO PROVIDE SERVICE

In order to provide the motor carriage services, CARRIER will, at its own cost and expense, arrange, provide, furnish, and/or operate the necessary equipment and control systems properly maintained and all fully licensed to render such motor carriage services fully, promptly, and safely. The motor carriage services, regardless by whom rendered, shall be deemed "by the CARRIER" for the purposes of this Agreement.

In the performance of transportation service hereunder, CARRIER shall be an independent contractor and not an agent or employee of the BROKER. CARRIER agrees at its own expense to furnish suitable trucks, tractors and semi-trailers to comply with this Agreement, and to assume all cost, expenses and liabilities incident to the transportation of shipments, including all the cost of fuel and insurance, and all the expenses and liabilities incident to or arising out of the maintenance, repair or operation of the equipment.

ARTICLE 5. COMPENSATION AND RATES

- A. BROKER shall pay CARRIER, as compensation for rendering the motor carriage services under this Agreement, the transportation charges calculated in accordance with the rates and charges set forth in the attached Schedule of Rates, Schedule A, as amended from time to time in supplements attached thereto and made part of this Agreement. Each Supplement to the Schedule of Rates becomes a part of Schedule A, and thus a part of this Agreement, upon execution by BROKER. All changes to Exhibit A shall not be effective unless previously approved by the BROKER in writing; provided, however, that rates and charges may be telephonically approved by the BROKER, but in any event must be confirmed in writing.
- B. In the event CARRIER desires to increase its rates under this Agreement due to the imposition of any new or additional tax (including a fuel, vehicle or road tax) on the transportation of shipments, CARRIER shall give BROKER prior written notice of its proposed rate increase and its effective date, which shall not be less than thirty (30) days from the date of the notice.

ARTICLE 6. INVOICING

CARRIER will submit invoices to BROKER on a weekly basis for all motor carriage services provided. BROKER will pay those invoices to CARRIER within thirty (30) days of receipt of the original billing. In the event a bona fide dispute arises regarding amounts due on a specific invoice, BROKER will pay the amount mutually agreed to be due (i.e. not in

dispute) on the disputed invoice within the 30-day period and will pay the disputed amount within ten (10) days after resolution of the dispute if not resolved until after the end of the 30-day period.

ARTICLE 7. INDEMNIFICATION

CARRIER shall indemnify and hold harmless BROKER (including its parent, subsidiaries, affiliates, officers, directors, employees, subcontractors, contractors, and agents) and its customer from and against all loss, damage, expense, actions and claims for injuries to persons (including injuries resulting in death) and damage to property arising out of or in connection with CARRIER (including its subsidiaries, affiliates, officers, directors, employees, subcontractors, contractors, and agents) loading, handling, transportation, or unloading of the shipments hereunder, except loss, damage expense, action and claims resulting from the sole negligence of the BROKER or its customer.

ARTICLE 8. INSURANCE

- A. CARRIER will hold effective insurance covering all shipments tendered to it for motor carriage services at the following minimum levels of coverage:
- (i) Public liability and property damage insurance with a combined single limit of not less than \$ _____ per occurrence covering bodily injuries (including death) to persons, and with a combined single limit of not less than \$ _____ covering damage to property, pursuant to a policy or policies in which BROKER is named as an additional insured and any loss is made payable to BROKER, as additional insured parties, as well as to CARRIER, as their respective interests may appear;
 - (ii) Cargo insurance, covering damage to shipments transported pursuant to this Agreement, in an amount not less than \$100,000 per occurrence; and
 - (iii) Worker's Compensation – Statutory and Employer's Liability insurance in an amount of at least \$500,000 or the statutory limits, whichever is greater.

The scope of the above insurance coverage must be made applicable to and sufficient to cover all motor carriage services performed pursuant to this Agreement from time of tender of the shipments to BROKER until the shipments are delivered to the consignees at destination. All policies must require the insurance carrier(s) to provide BROKER with written notice at least thirty (30) days prior to any planned cancellation, non-renewal, or material change in coverage.

- B. At the request of BROKER, CARRIER shall cause the insurer(s) providing the insurance coverage specified in (A) above to furnish BROKER a certificate of insurance evidencing the required insurance amounts and coverage.

ARTICLE 9. CARRIER RESPONSIBILITY

- A. CARRIER shall be responsible for all state and federal taxes imposed upon or arising out of the motor carriage services provided pursuant to this Agreement.
- B. CARRIER and all motor carriage services by CARRIER will at all times comply with all applicable federal, state, and local laws, rules, regulations, and permits adopted or issued by the regulatory bodies having jurisdiction. CARRIER and those it

engages to provide motor carriage services shall at all times be independent contractors and not agents or employees of BROKER.

ARTICLE 10. USE OF OTHER SHIPPING DOCUMENTS

Shipments transported and motor carriage services rendered pursuant to this Agreement are subject to the conditions of this Agreement. Additional terms will be applicable but only if reduced to writing, signed by BROKER, and attached to this Agreement as a separate Schedule A, and only to the extent they are not inconsistent with the terms of and conditions of this Agreement. To the extent that this Agreement contradicts the terms of any bill of lading or other agreement for the transportation of shipments contemplated herein, this Agreement shall prevail. This Agreement cannot be changed, modified, limited or supplemented by reference to any carrier rates, classification, practice, schedule or tariff.

ARTICLE 11. RECEIPT OF GOODS

Except as provided in ARTICLE 10 above, the bill of lading that BROKER or its Customer executes at the time of tender of the shipment to CARRIER will constitute a receipt, and serve only as a receipt, for the shipment. The parties may agree to use another form of pickup receipt. CARRIER shall obtain signatures from consignees for all shipments upon delivery and provide copies of such signed delivery receipts to BROKER upon request.

ARTICLE 12. NON-TRANSFERABILITY

This Agreement is not transferable or assignable by either party without the prior written approval of the other party.

ARTICLE 13. ACCEPTANCE OF SHIPMENTS

CARRIER shall reject all shipments prior to the performance of any motor carriage service when it reasonably appears to CARRIER they are improperly packed or packaged. In case of rejection, CARRIER will promptly notify the vendor at origin of such rejection and obtain instructions from the vendor as to disposition. Such instructions shall be limited to distracting CARRIER either:

- (a) To return the shipment to vendor for repackaging, or
- (b) To deliver the shipment to the packaging company the vendor designates; however, CARRIER will not assume liability for the shipment while in the possession of the packaging company, the adequacy of the packaging itself, or liability for any damage to the shipment caused by or resulting from the improper packaging.

ARTICLE 14. LIMITATIONS OF LIABILITY

CARRIER shall be liable to BROKER and its Customer for loss, damage, or injury to the commodities occurring in the possession or under the control of CARRIER hereunder or resulting from CARRIER'S performance or failure to perform the services provided for in this Agreement, to the extent such loss or damage is caused by the negligence of CARRIER, its employee or agents. CARRIER shall not be liable where such loss or damage is caused by

elements beyond CARRIER'S control or by acts of BROKER'S Customer, its employees and agents, acts of Public authorities, or the inherent vice or nature of the commodities.

ARTICLE 15. CLAIMS PROCEDURES

- A. All claims for loss or damage must be submitted to CARRIER in writing within nine (9) months after the date of delivery of the shipment to the consignee, except they must be reported to CARRIER in writing within fourteen (14) days after delivery when the consignee discovers the loss or damage after delivery and has given CARRIER a clear receipt. Legal action to enforce a domestic claim must be brought within two (2) years from the date CARRIER has denied the claim in writing.
- B. CARRIER agrees to pay, decline, or make a compromise offer in writing of any domestic claim filed against it within thirty (30) days of the date the completed claim is filed. If the completed claim cannot be processed and disposed of within thirty (30) days after receipt, CARRIER shall at that time, and at the expiration of each succeeding thirty (30) day period while such claim remains pending, advise claimant in writing of the status of such claim.
- C. Claims for overcharges must be made in writing to CARRIER within one hundred eighty (180) days after the date CARRIER has accepted the shipment. The amount of an overcharge claim may not be deducted from transportation charges.

ARTICLE 16. TERMINATION

BROKER or CARRIER may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written noticed to the other party.

ARTICLE 17. NOTICES

All notices to be given in connection with this Agreement shall be in writing, sent via telecopier with a copy via U.S. Mail, addressed to the other party at its address shown below, and shall be deemed to have been given when so sent:

BROKER:

RITE WAY EXPRESS, INC.
 330 E. Mahn Ct.
 Suite 200
 Oak Creek, WI 53154
 Phone: [\(414\) 571-9988](tel:4145719988)
 Fax: [\(414\) 571-1907](tel:4145711907)
 Email: dispatch@ltserviceinc.com
 ATTN: Dispatch

CARRIER:

 Phone: _____
 Fax: _____
 E-Mail: _____
 ATTN: _____

ARTICLE 18. COMPLETE AGREEMENT

The terms, conditions, and provisions of this Agreement, together with the attached Schedules A, as amended from time to time, constitute the entire agreement between the parties with respect to the provision of motor carriage services and shall supersede all previous communications, representations or agreement, verbal or written, between the parties with respect to the subject matter of this Agreement.

ARTICLE 19. MODIFICATION OF AGREEMENT

No waiver, alteration, or modification of the terms and conditions of this Agreement shall be effective or binding unless in writing and signed by duly authorized agents of BROKER and CARRIER.

ARTICLE 20. GENERAL TERMS AND CONDITIONS

- A. Paragraph headings are for information only and not considered part of this Agreement.
- B. A waiver of a default or breach shall not be deemed or considered a Waiver of any subsequent like default or breach by the same party.
- C. Except as otherwise required by law, BROKER and CARRIER agree to maintain the confidentiality of the provisions of this Agreement and shall not disclose its contents to any either person, firm, or individual, except to their respective auditors, accountants, and legal counsel without the prior written consent of the other party.
- D. The invalidity of any provision of this Agreement shall not invalidate any remaining provision, and all valid terms and conditions of this Agreement shall be read as if the invalid terms and conditions were not present.
- E. Information regarding the customers of BROKER is considered to be confidential business information of BROKER. BROKER has secured the goodwill of its customers. As part consideration of this Agreement, CARRIER agrees that for the term of this Arrangement and for nine (9) consecutive months after the termination of this Agreement, CARRIER will not directly or indirectly solicit or serve or aid in soliciting or serving any shipper who is now or during the terms of the Agreement becomes a customer of the BROKER. CARRIER also agrees as part consideration for this Agreement that it will treat all matters relating to the business of BROKE, or its customers, as confidential business information entrusted to CARRIER solely for its knee in performing services under this agreement. Such information will not be divulged in any way to any person except as necessary for CARRIER to carry out its obligations under this agreement.

- F. This is a Broker Contract and shall be construed in accordance with the laws of the State of Wisconsin. The parties agree that any disputes arising under the agreement shall be litigated in the State of Wisconsin. For that purpose, both parties agree to submit to the venue and jurisdictional requirements of the Wisconsin state and federal courts.
- G. In the event either party commences an action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recovery from the other as additional costs its reasonable history's fees and costs incurred in connection with such action.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

BROKER:

RITE WAY EXPRESS, INC.
330 E. Mahn Ct.
Suite 200
Oak Creek, WI 53154
Phone: [\(414\) 571-9988](tel:4145719988)
Fax: [\(414\) 571-1907](tel:4145711907)
Email: dispatch@ltserviceinc.com
ATTN: Dispatch

CARRIER:

Phone: _____
Fax: _____
E-Mail: _____
ATTN: _____