



CARRIER/BROKER INSTRUCTIONS

Thank you for your interest in JATM Logistics, Inc.

Please take a few minutes to read, complete, and fax back the attached carrier packet.

1. Fax a certificate identifying your current liability, cargo and work comp insurance, with JATM Logistics, INC. – 460 S. Orange St. Salt Lake City, UT 84014, listed as “Certificate Holder”.
2. Must also list JATM Logistics, INC. – 460 S. Orange St. Salt Lake City, UT 84014, as “Additional Insured” on the general and auto liability policies and “Loss Payee” on the cargo policy.
3. Fax a copy of your ICC authority.
4. Return the completed and signed Broker Agreement to include the Carrier Profile.
5. Provide at least 3 trade references.
6. Complete and return the W-9

Should you have any questions, please don't hesitate to contact us at 800-451-6129.

FAX these documents to: 888-778-5177

We look forward to working with you both today and in the future!

Sincerely,

JATMlogistics, Inc.
460 S. Orange St.
Salt Lake City, UT 84014
Phone: 800-451-6129
Fax: 888-778-5177
E-mail logistics@jatmlogistics.com

www.jatmlogistics.com



Phone: 800-451-6129 Fax: 888-778-5177

CARRIER PROFILE:

SCAC CODE: _____ MC#: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____ Mailing Address: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ 24 HOUR # _____

FAX #: _____ EMAIL: _____

WEBSITE: _____ DISPATCH CONTACT: _____

AFTER HOURS EMERGENCY CONTACT & #: _____

FACTORING COMPANY/(send payment to): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

FED TAX ID #: _____ or SOC SEC #: _____

INSURANCE CO: _____ PHONE #: _____

EQUIPMENT TYPE (S): VAN _____ REEFER _____ FLATS _____

STEPDECK _____ RGN _____ OTHER _____

NUMBER OF POWER UNITS: _____ # TRAILERS: _____

PREFERRED LANE(S): _____



JATM LOGISTICS, INC.
460 S. Orange St.
Salt Lake City, UT 84104

BROKER CARRIER TRANSPORTATION AGREEMENT

This agreement is made this _____ day of _____, 20__ by and between JATM Logistics, Inc., hereinafter designated as "Broker" and _____, of _____ hereinafter designated as "Carrier".

WHEREAS, BROKER holds authority issued by the Federal Motor Carrier Safety Association (FMCSA) under license No MC854114 to engage in operations as a Property Broker, in interstate or foreign commerce; and

WHEREAS, CARRIER is duly registered with the USDOT and holds authority issued by the FMCSA under permit No _____ as a (common, contract, or both) carrier to transport property, in interstate or foreign commerce and shall maintain such licenses and authorities throughout the term of this Agreement. CARRIER will perform its transportation services for BROKER and its customers as an independent contractor and will not for any purpose be the agent of BROKER or BROKER'S customers. CARRIER will not contract or take other action in BROKER'S name without BROKER'S prior written consent.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto intending to be legally bound hereby agree, represent and warrants as follows:

1. This agreement shall be effective from the date hereof and shall be operative upon the initial tender of traffic to CARRIER by BROKER. This agreement shall thereafter continue in effect for a period of one (1) year and thereafter continue in effect on a month-to-month basis, subject to cancelation by either party upon thirty (30) days written notice.
2. CARRIER shall meet the distinct needs of the shipper customers through transportation of BROKER'S traffic. Such distinct needs include peddle service, spotting of equipment for loading, diversion and reconsignment and weekend and nighttime services, driver loading/unloading requirements, stops in transit, expedited service, ratemaking negotiability and mutual rate adjustments. For these reasons BROKER, both directly and derivatively for shipper customer has unique, distinct and continuous transportation service needs and BROKER fulfills this need to its shipper customers and CARRIER fulfills this need to BROKER.

Double Brokering of BROKER loads is expressly forbidden by this agreement. CARRIER will not re-broker, assign or interline any BROKER shipment for any reason. If CARRIER breaches this provision, BROKER shall have the right of paying the monies owed to CARRIER directly to the actual delivering carrier, in lieu of payment to CARRIER. Upon BROKER'S payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement, however BROKER shall be released from payment liability to CARRIER. In addition to the indemnity obligation reflected in this Agreement the CARRIER will be 100% liable for any and all consequential damages for violation of this clause of the Agreement and agrees to indemnify Broker from any actions resulting from this breach of agreement.

3. Rates and charges for traffic moved under this Agreement shall be agreed between the parties hereto in writing and are to be contained in a rate schedule or addendum.

Memorandums or addendums of rates and charges prepared and issued by BROKER, acknowledged and accepted by CARRIER, will be and are, from time to time, considered to be attached hereto Exhibits, and are incorporated by reference as if actually attached. CARRIER warrants and agrees to any attachments separately executed regarding special terms or requirements.

This schedule shall also contain the terms and conditions of, and charges for, any additional or accessorial services, which may be required or performed. The mileage used to determine freight charges under this contract shall be based on BROKER'S mileage program.

4. Rates may be established or amended verbally in order to meet the specific shipping schedules or requirements, as mutually agreed, but such verbal agreement shall be reduced to writing, signed and faxed by the parties, within five (5) business days of the movement of the involved freight, in order to be and/or remain binding between parties.
5. CARRIER acknowledges and grants BROKER sole and exclusive right to invoice shipper, receiver, consignor or consignee for freight charges on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor or consignee of any and all liability to the CARRIER for non-payment of all or any portion of freight charges for any reason whatsoever, now or at any future date, under any circumstances. CARRIER shall not under any circumstance invoice BROKER'S customer.
6. CARRIER warrants that it shall be named, or insert its name, on the Bill of Lading as the Carrier of record. CARRIER shall be liable to BROKER and its customers, for CARRIER'S negligence, which is the proximate cause of any loss, delay or damage to the property, or cargo, which is in the possession of or under the control of CARRIER. Claims will be filed in accordance with 49 CFR Part 370 which will govern all claims process, and salvage will be determined by the owner of the goods. The measure of damage resulting from the negligence of CARRIER shall be the same as that which should be imposed upon CARRIER if CARRIER was operating as a common carrier. BROKER does not agree to released value rates or other limitations on cargo liability. Exclusions in CARRIER'S insurance coverage shall not exonerate CARRIER from liability.

Any claims resulting from the conveyance of freight by the CARRIER will be deducted from CARRIER'S freight bill until the claim is appropriately resolved. BROKER and/or shipper customer will provide and include documentation for all claims to the CARRIER. In the event of a claim, BROKER and/or shipper customer may file against CARRIER, a claim to be remitted within thirty (30) days of receipt by CARRIER. If the claim is turned into CARRIER'S insurance company, it is agreed that the amount due BROKER and/or shipper customer will be paid within thirty (30) days by CARRIER regardless of the acts or failure to act by CARRIER'S insurance company.

In the event CARRIER disputes a claim, neither CARRIER, CARRIER'S driver or any other representatives or agents of CARRIER, will contact either the customer or the pickup or delivery location. CARRIER must notify BROKER of any overage, shortage or damage ("OS&D") issues while still at the customer location. The provisions of this section will survive the cancellation, termination or expiration of this Agreement.

In the event CARRIER'S insurance will not pay a freight claim due to exclusions based on Carrier's employee dishonesty or for freight left unattended by Carrier, Carrier acknowledges that Carrier will be responsible for the excluded claim amount and agrees to pay BROKER in full for the claim amount. In the event that Carrier does not pay Broker the full amount of the insurance excluded claim, Broker will take whatever legal action is necessary in order to receive full compensation for the freight claim.

7. CARRIER shall not assign to any third-party freight bills or freight charges without the express written consent of BROKER.
8. CARRIER shall defend, indemnify and save BROKER and its subsidiaries and their respective agents, officers, directors, and employees harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including without limitation, fees and expenses of legal counsel and expert witnesses, which are the result of or arising out of any or all of the work or services performed under this contract by CARRIER or its contractors, subcontractors, vendors, agents, or employees, or which may be imposed or incurred by or asserted against BROKER.
9. CARRIER will evidence, procure and maintain in force, continuously throughout the term of this Agreement, insurance coverage with limits not less than the following and as may be required in any attached memorandums or addendums which may be applicable:
 - a) Worker's Compensation Insurance, as required by state law.
 - b) Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
 - c) Automobile and/or Truck Liability Insurance with limits of liability not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage

insuring all motor vehicles used by CARRIER whether owned, non-owned, leased or hired.

- d) Motor Truck Cargo Insurance (including reefer breakdown coverage if transporting refrigerated goods) with a minimum limit of \$100,000.00 any one occurrence and at all times equal to or greater than CARRIER'S legal liability under the Bill of Lading, contract of carriage, shipping receipt or similar. Coverage is to apply to loss and/or damage regardless of whether the truck is unattended, and regardless of dishonesty by drivers of transported goods in the care, custody and control of the CARRIER.

CARRIER shall list JATM Logistics, Inc. as "**loss payee**" under the Motor Truck Cargo policy and as "**additional insured**" on the Comprehensive General Liability and Automobile and Truck Liability policies throughout the duration of this Agreement.

10. Neither this Agreement, nor any right under it, shall be assigned or transferred, whether by operation of law or otherwise, by either party without prior written consent of the other party and of any governmental commission or agency as required by applicable law. CARRIER shall not enter into any subcontract or any other arrangements with any other person, partnership or corporation concerning any of the obligations assumed by CARRIER under the provisions of this contract, without the prior written consent of BROKER, which consent may be unreasonably withheld by BROKER without justification by BROKER.
11. CARRIER is responsible and must comply with all ICC, FMCSA, Department Of Transportation and Surface Transportation Board regulations as well as all applicable state regulations pertaining to motor carriers. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the USDOT or other comparable regulatory authority, and if CARRIER is unrated CARRIER believes, based on its practices, that it would not be conditional or unsatisfactory. CARRIER shall maintain its operations in a manner to qualify for a satisfactory rating at all times and shall be in compliance with all applicable laws to provide the proposed services anticipated by this Agreement.
12. CARRIER shall not knowingly, directly or indirectly, or for any reason, contact or solicit freight shipments for itself, or for any other Carrier, or do business of a transportation nature with any shipper, consignor, consignee or other Customer of BROKER, first introduced to CARRIER by BROKER, or which have not been previous Customers of CARRIER, during the term of this Agreement or for a period of 12 months (1 year) following cancellation or termination of this Agreement. In the event of breach of this provision, BROKER shall be entitled to a commission of 15% of the gross transportation freight revenue on traffic handled for any such Customers (as evidenced by freight bills) payable with or without demand, during the term of this Agreement and for a period of 12 months (1 year) following the termination or cancellation of this Agreement.

13. BROKER will invoice and collect freight charges from shipper, receiver, consignor, consignee or appropriate party. CARRIER will be paid by BROKER within thirty (30) days of receipt of proper documentation from CARRIER which must include the following:
- a) Original bill of lading between shipper and carrier issued by shipper and any crucial shipping documents.
 - b) Proof of delivery, either on the original bill of lading or a separate delivery receipt showing the person's name signing for receipt, the total number of pieces received and any shortages, overages, damages or notations.
 - c) Invoice from contract CARRIER to BROKER for the exact amount agreed upon by rate agreement signed by BROKER or BROKER's agent or employee. CARRIER must invoice BROKER with all proper documents within sixty (60) days or forfeit payment.
 - d) Signed shipment and rate confirmation for specific movement, signed by BROKER or BROKER'S employee.
 - e) Copy of original grant of FMCSA authority to cover commodities transported and a current certificate of insurance issued by CARRIER'S insurance agent or company with BROKER shown as "certificate holder" and "additional insured" showing proof of liability, cargo and workman's compensation (unless documents acceptable to BROKER are current and are already on file in BROKER'S office).
 - f) Signed copy of Payment Agreement issued by BROKER.
 - g) Signed copy of this Broker/Carrier Transportation Agreement.
14. This Agreement constitutes the entire Agreement between the parties, cancels or replaces any other Agreement or arrangements heretofore in existence, and shall not be modified or changed by any express or implied promises, warranties, guarantees, representations or other information unless expressly and specifically set forth in this Agreement or written addendum thereto properly executed by both parties, excepting only rate confirmations, as referenced above.
15. The Parties agree that this Agreement shall bind all parties hereto, their successors, heirs, personal representatives, and assigns. Nothing herein contained shall affect any restrictions on transfers or assignments set forth elsewhere in this Agreement.
16. Each Party shall bear their own attorney's fees and costs relating to litigation and this Agreement. In the event any party breaches this Agreement, the non-breaching party or parties shall be entitled to recover reasonable attorney's fees and costs in connection with the execution and enforcement of such party's or parties' rights and remedies hereunder.

17. This Agreement shall be construed and governed by the laws of the State of Utah. The Courts of Washington County, State of Utah shall have exclusive jurisdiction and venue over any disputes or actions arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of date written above.

JATM Logistics, Inc.

Carrier: _____

Signature

Signature

Name: Mitch Stout
Title: Director of Logistics

Name: _____
Title: _____

Salt Lake City, Utah
Phone: 800-451-6129 Fax: 888-778-5177
www.jatmlogistics.com



“QUICK PAY” AUTHORIZATION – JATM LOGISTICS, INC.

Phone: 801-294-8030 - Fax: 888-778-5177

We _____ would like to have our invoice(s) for the load(s) we have transported for JATM Logistics, Inc., paid using “quick pay”.

Load #'s _____

We understand and agree that there will be a five percent (5%) discount from the amount due to us for this prompt payment.

Terms: A “Comchek” number will be provided to you the next business day upon receipt of completed paperwork.

****Contact your dispatcher to complete this process****

Thank you!
JATM Logistics Team

Printed Name of Carrier: _____

Name of authorizing party: _____

Signature: _____

Date: _____



BROKER INFORMATION AND CREDIT REFERENCES

JAMES ANDRUS TRANSPORTATION MANAGEMENT, INC – 800-888-5838

Mailing address: 460 S. Orange St. SLC, UT 84104

Year Incorporated: 2014 State: Utah

Federal ID# 46-4672009

SCAC: AJTB

MC# 854114

Payment Terms: 30 days with completed paperwork or ask about Quick Pay.

Accounts Payable Contact: Candace Haupt AP@jatmlogistics.com

801-294-8030 (Salt Lake City, UT)

Bank References:

America First Credit Union - Kandis Mamanakis 435-688-3810

Credit References:

Secured Land Transport
1723 N. 7th Ave, Suite D175
Glendale, AZ 85308
623-344-11729

Truline Corporation
9390 Redwood St.
Las Vegas, NV 89139
800-634-6489
Jason Denz

Dennett Enterprises
1928 S. Arabian Way
Washington, UT 84780
435-229-7755
Tony Singleton

LDS Corporation
14331 Lear Blvd
Reno, NV 89506
800-488-4554
Kevin Smith

Surety Bond:

HCC Surety Group
U.S Specialty Insurance Company
8751 N 51st Ave. #101
Glendale, AZ 85302



Refrigerated Service Addendum

REFRIGERATED FREIGHT CARRIAGE AGREEMENT

1. Carrier is experienced in transporting temperature controlled products and understands and agrees that: delivery time requirements and temperature specifications are critical and that failure to comply with either or both time requirements and temperature specifications may result in partial or total damage to the shipment and partial or total rejection of a shipment; temperature controlled products are commonly subject to strict quality control specifications that may require destruction of the entire shipment in the event required temperatures are not maintained, eliminating the ability to salvage the shipment in whole or in part; alternatively, rejection of the entire load due to quality control may allow for salvage but at a significantly reduced price.
2. Carrier will only accept shipments after the trailer is pre-cooled to proper temperatures.
3. Delivery dates and temperature requirements must be the same on the Bill of Lading and the load/rate tender confirmation sheet if both are provided. Carrier shall notify Broker if there is a discrepancy between the load/rate tender confirmation sheet and the Bill of Lading. If Carrier fails to notify Broker of a discrepancy, then Carrier accepts all risk of loss for any discrepancies.
4. Carrier accepts all risk of loss for loading and transporting shipments at the incorrect temperatures.
5. Carrier will transport perishables at the required *constant temperature* or within the allowed temperature range during the entire period of transportation.
6. Carrier shall be responsible for required security, (including seals) and temperature control protection and provide Broker with immediate notice of any alleged or actual non-compliance.
7. **Carrier Moving Perishables.** Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker.
Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.
The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.
The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.
8. ***Carrier certifies that for any refrigerated loads going in or out of California, any Transport Refrigeration Unit ("TRU") equipment hired or furnished will be in compliance with the in-use requirements of California's TRU regulations. Carrier will be responsible for any penalties for violations charged to Carrier, Shipper, or Broker.***
9. Carrier agrees that a temperature controlled load shall not be presumed to be at the correct temperature simply because the refrigeration unit is "operating properly" or "running properly" as such is not an indication that the entire trailer was at the temperature recorded on the return air or discharge air of the freezer unit nor is it proof of constant temperature during the entire period of transportation. Carrier may not reject a claim where pulp temperature is not within specification on this basis alone.
10. Carrier, by accepting shipment, whether or not by signing an original Bill of Lading or accepting an electronic shipping document in lieu of an original Bill of Lading, acknowledges that the cargo is in good condition. Unless the shipment is designated as Shipper Load and Count on the Bill of Lading, Carrier assumes the responsibility for observing the loading process at the pickup destination and must verify case and pallet

count of shipment with the count stated on the Bill of Lading. If the Carrier is not allowed to observe the loading process, he must immediately notify Broker and indicate in writing "Shipper Load and Count" or "SLC" on the Bill of Lading. Carrier is also responsible for assuring temperature-controlled product is at the proper temperatures as indicated on the bill of lading at the time of loading. The temperature of the product is a material condition of the contract. If the product temperature is different from the required temperature stated in the tender documents and on the Bill of Lading, then the Carrier should refuse the product and immediately notify Broker.

- 11. Carrier shall be liable to Broker for the loss, damage, injury or theft to cargo occurring while in the custody, possession or control of Carrier or for hire unloading service hereunder or resulting from Carrier's performance of or failure to perform the services provided for in this Agreement. Product temperature is a material aspect of this agreement and must be within the specified ranges when Carrier delivers such product to the Consignee or it will be considered damaged, regardless of any other measure of product quality including, but not limited to, USDA inspections. Carrier accepts and agrees that any load rejected due to temperature of the product at delivery due to the quality control standards of consignee are damages to the product that will be paid by the Carrier, less any salvage if the load is not destroyed, notwithstanding any other measure of product quality, including but not limited to USDA inspection.
- 12. In the event a temperature-controlled shipment is partially or wholly rejected (for any reason), or Carrier is unable to deliver for any reason, ~~Carrier will immediately notify Broker who will contact Shipper for disposition/salvage instructions. Pending receipt of disposition instructions~~
Carrier shall place the shipments in a holding facility as directed by Broker or Shipper or if no instructions at a receiver, a public warehouse, or in its own storage facility at the required temperature.

JATM LOGISTICS, INC.

DATE: _____

By: _____
Mitch Stout – Director of Logistics

CARRIER: _____

By: _____

Title: _____



*JATMlogistics, INC. - POLICY AND PROCEDURES FOR MISC.
ACCESSORIAL ITEMS AND PAYMENT:*

OS&D/ACCESSORIAL/PAYMENT POLICIES & PROCEDURES:

1. Make sure you deliver to the correct address. Verify the Receiver's address with the paperwork you were sent.
2. If your driver is to sign for the piece count, the driver needs to confirm the piece count with the BOL's and rate confirmation. If the numbers differ in any way, you must contact James Andrus Transportation Management immediately.
3. **REFRIGERATED LOADS: Set temperature per instructions on the BOL and Shipper instructions. Do Not leave location until the temperatures match.**
4. **SEALED LOADS:** Always have 'seal intact' noted on your and the Receiver's BOL's on **ALL** sealed loads! Seal CANNOT be broken until verified intact. If Consignee refuses to verify the seal is intact on the paperwork, note the name of the person and that the person has refused to note seal intact. Make sure it is documented IN WRITING on the BOL's.
5. If the load has any **OS&D** (overage, shortage or damage), your driver is not to leave the consignee until disposition of the freight has been determined. **Driver is to contact the JATM Logistics, Broker on the load, IMMEDIATELY, in the event of this situation.** Your driver must NOT leave the Consignee until the Andrus Broker has spoken with the Shipper and has been given instructions by the Shipper as to what the disposition will be with the freight.
6. **Any, and all charges for delay and/or detention must be approved by the Shipper and JATM Logistics, Inc.**

7. **Lumper fees ARE NOT advanced.** They are **REIMBURSED** upon submission of your receipt. Please make sure your driver has the ability to pay for these fees. Turn in ALL lumper receipts and advise your Andrus Broker, if there was a lumper at the receiving location.

 8. To expedite payment for your loads, please collect all the paperwork and either fax it to the attention of the Andrus Broker on the load, or scan and email it to them. Please remember that the copies submitted **MUST** be legible to expedite payment for your services. Loads will **NOT** be approved for payment until ALL paperwork has been received.
-

JATM LOGISTICS, INC. **DATE:** _____

By: _____
Mitch Stout – Director of Logistics

CARRIER: _____ **DATE:** _____

By: _____

Title: _____

Thank you very much and be safe out there!

JATM Logistics, Inc.
460 S. Orange Street
Salt Lake City, UT 84104
www.jatmlogistics.com

CERTIFICATE OF ELECTION

CERTIFICATION

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the State of _____.

The firm named below certifies it has no employees. The firm named below certifies that it uses no independent contractors. Based upon the election not to cover owners, partners, or officers, the fact there are no other employees and no independent contractors are used, a workers' compensation policy is not purchased.

AGREEMENT

The firm named below, promises, in consideration for work received from Client, that of the owners, partners or officers, choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance, showing evidence of workers' compensation coverage will be furnished prior to the commencement of any work.

PERIOD

This document remains in effect until canceled in writing by the firm named below.

CARRIER

Carrier Name _____

MC Number _____

BY _____

Signature _____

Title _____

Date _____