

We Travel...We Deliver.

State of Incorporation: New Jersey
Federal ID #: 27-3689555
DOT #: 2298964
M.C. #: 477830-B

Date of Incorporation: Oct. 2010
Authority: Freight Brokerage
Blue Book #: 272418
D-U-N-S #: 056525791



Hoffman Logistics

2 Linda Lane, Suite D
Southampton, NJ 08088

Phone: (800) 399-9110

Fax: (609) 534-2369

Web: www.hoffmanlogistics.com

After Hours: (503) 780-5202

Accounting Inquiries: invoices@hoffmanlogistics.com



Carrier References:

Lion Heart Carrier	Phone: (661) 316-5971	Contact: Singh
Frye Trucking	Phone: (980) 521-9692	Contact: Maria
Jary Trucking	Phone: (702) 596-4821	Contact: Tony
Baltimore Transport:	Phone: (305) 799-5545	Contact: Gabby
Greer Trucking	Phone: (803) 517-2663	Contact: Reba

Banking Information:

Beneficial Savings Bank Phone: (609) 654-6373
Medford, NJ 08055

Broker Bond Information:

American Alternative Insurance Corp. Phone: (800) 305-4954
Princeton, NJ 08543

Contingent Cargo Insurance:

Mills Insurance Group, LLC Phone: (609) 385-1975
Marlton, NJ 08053 Contact: Brian Palmer





Please return the following to Hoffman Logistics Inc. Thank You

- ✓ Completed Company/Driver Information Sheet
- ✓ Completed Payment Information
- ✓ Complete signed Broker-Carrier Agreement with every page initialed.
- ✓ Form W-9
- ✓ Contract or Common Carrier Authority
- ✓ Completed Carrier Reference Form
- ✓ Copy of CARGO, AUTO LIABILITY and WORKERS COMPENSATION insurance.
- ✓ Workman's Compensation Hold Harmless Form



Carrier Reference Form

Company Name: _____

Contact Name: _____

City / State: _____

Phone Number: _____

Company Name: _____

Contact Name: _____

City / State: _____

Phone Number: _____

Company Name: _____

Contact Name: _____

City / State: _____

Phone Number: _____

Company Name: _____

Contact Name: _____

City / State: _____

Phone Number: _____



Company/Driver Information Form

Company Information

Company Name: _____

Address: _____

Contact Name: _____ Contact Phone #: _____

After Hours Dispatch Phone #: _____

Email Address: _____

M/C # _____ Fax #: _____

Have your receivables been assigned to a Factoring Company? _____

Factoring Company Name: _____ Please provide "Letter of Assignment".

Cargo Liability Insurance Agent: _____ Phone #: _____

Driver Information

Driver Name: (For This Load) _____

Cell #: _____ MC#: _____

Do you require a fuel advance? _____

Do advances go directly to the driver? _____

Tractor Information

Tractor #: _____

Name Shown On Truck: _____ Color: _____

Located On: (please check)

Door	Fuel Tank	Sleeper	Step	Other
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Trailer Information

Tag #: _____ State: _____

Trailer Length: _____ Spread Axle: _____ or Closed Tandem: _____

Reefer Make: _____ Reefer Year: _____



Carrier Packet Payment Terms

Remittance Address: _____

Factoring Company: _____ (Please send Notice of Assignment)

Factoring Remittance Address: _____

THIS SECTION MUST BE COMPLETED.

Advance Policy

<input type="checkbox"/> No Advances to Company	<u>Do You Require A 1099?</u>
<input type="checkbox"/> No Advances to Dispatchers	YES / NO (Circle One)
<input type="checkbox"/> No Advances to Drivers	
<input type="checkbox"/> Advances May Be Given to Any Company Representative	

Advance Terms:

- Hoffman Logistics can only issue a Fuel Advance upon confirmation from the shipper that the truck has been loaded and signed BOL's have been faxed and/or emailed to the broker.
- A legible copy of the Truck Cab Card must be faxed or emailed to the broker.
- The driver must be completely loaded for a Fuel Advance to be issued.
- Carrier may be issued fuel advances up to 40% of agreed upon rate, with a maximum advance of \$2400. TCHECK \$1000 per day maximum. Fuel Advance Fee is 2% of the line haul or \$35, whichever value is greater.

Please indicate which of the following payment terms you would like to be set up with. **Your selection will remain your permanent payment term until Hoffman Logistics is notified in writing that you would like your terms changed.** If this form is not completely filled out, signed and returned, your default payment terms will be 28 days.

All payment terms are calculated from the business day Hoffman Logistics receives the paperwork. Paperwork received after 4:00pm (EST) will be processed the NEXT business day.

28 Days – NO FEES – Check mailed within 28 days of Hoffman Logistics receiving your paperwork.

QUICK PAYS

Quick Pay cannot be guaranteed if there are any problems with the load, such as incorrect paperwork, overages, shortages, damaged product, late delivery, temperature issues, etc.

5%, 1 Day – 5% service charge will be deducted from the gross truck rate. A check will be generated and mailed (USPS, Priority Mail) within 1 business day after Hoffman Logistics receives all required paperwork.

ALL PAPERWORK MUST INCLUDE:

- Original BOL/POD signed by the receiver.
- Any unloading or pallet receipts.
- Signed copy of the Hoffman Logistics Rate and Load Confirmation.
- All invoices must be sent to Hoffman Logistics, Accounting Remittance Address – 2 Linda Lane, Suite D, Southampton, NJ 08088. Failure to do so may result in a delay of payment.

Payment Terms Authorization Signature

Authorized Representative Signature

Name Printed

Date



Worker's Compensation Hold Harmless Agreement

Carrier Name: _____

Address: _____

City / State / Zip: _____

MC #: _____

According to NJ State Law coverage for Worker's Compensation is mandatory. If you do not carry this coverage we must supply it to you. Worker's Compensation Liability Insurance Coverage Exempt States: AZ, CO, FL, LA, ME, MN, MO, OR, RI, TN, UT, WI.

- Yes, I currently have workers compensation coverage. (Please provide proof of coverage.)
- No, I do not have worker's compensation coverage. (My State is exempt.)
- Yes, I agree to the terms of the Hold Harmless Agreement. (Please read and sign below.)

The undersigned does hereby agree to hold harmless and indemnify Hoffman Logistics Inc. 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.

We **WILL NOT** load your truck with freight if you fail to provide any/all items listed. These requirements are set by our insurance company.

Company Name

Authorized Signature

Date

Printed Name

PREAMBLE TO TIA CO-BROKER AGREEMENT

The Transportation Intermediaries Association (TIA) is the premier professional and educational organization of the \$170 billion third party logistics industry.

The TIA recognizes that in today's complex and interrelated transportation industry, professional intermediaries are increasingly providing transportation brokerage services on behalf of other brokers with the knowledge and/or consent (authorization) of the shippers/owners of the freight, for the benefit of all interested parties. This type of authorized co-brokerage activity can provide many benefits to all parties involved if it is properly executed and subject to a proper written agreement.

Co-brokering is the term used to describe the relationship where one licensed property ("transportation") broker relies on the services of another licensed transportation broker to arrange transportation of freight shipments. As is usually the case with co-brokering, one broker has a shipper customer wishing to have its freight transported, and the other broker has access to a motor carrier and/or rail carriers, who can transport that freight. By working together, delivery of shippers' freight is facilitated.

As a service to its membership and the greater transportation industry, TIA has created the following model Co-Broker Agreement for use in disclosed and authorized co-brokerage relationships. This model contract represents an unprecedented first of its kind for the industry and satisfies a demand by the marketplace to have a trade association endorsed model from which to begin negotiations.

TIA recognizes that unauthorized co-brokering, double-brokering, or re-brokering ("co-brokering") of freight is a growing industry problem that subjects, or imposes considerable risks and liabilities on all parties involved. Some of those risks include miscommunication, unexpected loss of control and/or visibility of the shipment, difficulty defining the liabilities of each party, resolving loss and damage claims, ensuring and monitoring proper carrier selection and screening, and payment disputes. In addition, many shipper-broker contracts prohibit the use of co-brokering without the consent of the shipper. TIA does not condone or support unauthorized co-brokering.

TIA CAUTIONS THE USER THAT:

(A) Before entering into a co-brokering contract with another broker, one should exercise thorough and stringent due diligence qualification procedures, similar to those that would be implemented when evaluating and selecting a new carrier or new shipper to assure the shippers freight will be transported as agreed and that all parties will be paid as agreed.

(B) The Broker tendering the freight should not co-broker the freight if prohibited by the shipper.

(C) TIA advises that participating brokers may want to consult with their transportation attorneys before entering into this or any other contract.



CO-BROKERAGE AGREEMENT BETWEEN LICENSED TRANSPORTATION BROKERS

This Agreement (Agreement) is made and intended to be effective on this _____ day of _____, 200___ by and between _____ with offices located at _____, (a corporation), (LLC), ("MC# _____"), and _____, (a corporation), (LLC), ("MC# _____") with offices located at _____, (collectively, the "Parties"). PARTIES for purposes of this Agreement shall include the divisions, subsidiaries, and affiliates of the PARTIES identified herein.

RECITALS

- A) The Parties are licensed property brokers as noted above, and authorized by the FMCSA (Federal Motor Carrier Safety Administration, U.S. Department of Transportation) to arrange for the transportation of freight by motor vehicles (including draymen) and/or railroad intermodal service and desire to work with each other to arrange the transportation of freight on behalf of shipper customers and
- B) This Agreement shall apply to transactions where the broker providing the shipping customer(s) whose freight is to be transported, is designated as Broker A, and the broker who contracts with motor carriers (including draymen), and/or rail carriers to transport freight, is designated as Broker B; and
- C) The terms of this Agreement are intended to apply to all co-brokered transactions between the Parties, where either of them may be acting in either capacity, as BROKER A or B.
- D) The licenses of the Parties are not subject to threatened, or pending revocation or suspension; each Party has and will maintain during the term of this Agreement the surety bond required of property brokers to be on file with the FMCSA; and the Parties are, and will be during the term of this Agreement, in compliance with all applicable state and federal regulations pertaining to the operation of their businesses.
- E) The persons signing this Agreement are authorized to do so and intend to bind their respective Parties.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, it is agreed:

1) Broker B Responsibilities: BROKER B shall be solely responsible for exercising due diligence in selecting carriers for the performance of this Agreement, which includes, but is not limited to: verifying the carrier's operating authority (state and/or federal), verifying the carrier's insurance coverage, with coverage not less than \$ _____ for General Liability, \$ _____ Auto Liability; and \$ _____ cargo, verifying the carrier does not have an "Unsatisfactory" safety rating with the FMCSA, executing a written contract with carriers, which includes carriers representation of compliance with all applicable state and federal safety regulations, and for intermodal shipments, contracting only with motor carriers who have executed, and represent that they are in compliance with the terms of a current Uniform Intermodal Interchange Agreement (UIIA).

Broker B Insurance: BROKER B, shall procure and maintain its own insurance coverage and shall provide BROKER A with proof of insurance satisfactory to BROKER A.

2) **Prohibition Against Re-Brokering:** BROKER B shall contractually prohibit its selected carrier to, re-broker, sub-broker, subcontract, assign, interline, or warehouse any shipments hereunder without the prior written consent of BROKER A.

3) **Billings and Payments:** BROKER A is authorized to, and shall be responsible for, billing and collection from shippers, consignees, and other parties responsible for payment of its charges. BROKER A shall pay BROKER B for agreed upon charges (commissions and carrier charges as specified by rate schedule or load confirmations, which are hereby incorporated by reference) within ___ days of receipt of BROKER B's invoice and proof of delivery. BROKER B shall pay the motor carrier(s)/railroads as required under its written contract(s) with such carrier(s) regardless of whether BROKER A timely pays BROKER B. In the event that payments to carrier(s) are not made in accordance with the payment terms of the BROKER B/carrier agreement(s), and the carrier is in compliance with that agreement, BROKER A may pay the delivering carrier(s) directly upon written notification to BROKER B and, in so doing, shall discharge its entire obligation to pay BROKER B. BROKER B shall not bill or collect freight charges from BROKER A's customers/shippers, consignees, or other parties responsible for payment, provided BROKER A has complied with the terms of this Agreement.

4) **Minimum Shipments:** BROKER A shall offer at least one (1) shipment per year to BROKER B.

5) **Confidentiality:** The Parties agree that they shall not use or disclose any of the contents of this Agreement including but not limited to, all sales and marketing information received from each other or from shipper customers or carriers providing transportation services to them, financial information received, brokerage fees charged and received, non-brokerage fees charged and received, amounts charged to and paid by shippers, consignees or others responsible for payment, amounts of freight charges billed and received, and motor carrier rates, given or exchanged with any person or entity except as necessary to conduct the business contemplated hereunder.

6) **No Back-Solicitation:** In recognition of the fact that each of the Parties has invested substantial effort and money in developing its customers and each Party may separately procure new accounts during the term of this Agreement, the Parties expressly agree that:

- a) BROKER B shall not solicit business from nor perform brokerage services directly or indirectly on behalf of any shipper/consignee/third parties first introduced to it by BROKER A, or through the performance of this Agreement. However, if Broker B has conducted business with such shippers/consignees/third parties prior to entering into this Agreement then Broker B can continue to solicit those traffic lanes previously served. "Traffic lanes" for purposes of this Agreement shall mean origination locations to destination locations for both truckload and LTL shipments.
- b) It is further agreed that this non-solicitation provision shall be in force and effect during the term of this Agreement and for a period of one (1) year from the date of the termination of this Agreement for any reason.

- c) In the event of non-compliance with the specific provisions of this paragraph, BROKER B shall, upon discovery of breach by BROKER A, be liable to BROKER A for _____ percent (____%) of the gross transportation revenue received by BROKER B from said shipper(s) within one (1) year after the date of termination of this Agreement.
- 7) **Term: Termination:** This Agreement shall be in effect for a period of one year beginning with the date of signing by both Parties and shall be automatically renewed for like periods unless terminated by either Party for any reason, upon at least _____ (____) days advance written notice. Termination of this Agreement shall not relieve either Party from completing and performing their obligations to each other and to carriers and/or shipper customers, or any of the obligations arising out of the terms contained in this Agreement. Unless otherwise provided herein, or agreed in writing in advance, neither Party shall be liable to the other for consequential damages of any kind.
- 8) **Indemnification:**
- a) BROKER A shall defend, indemnify, and hold BROKER B harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fees, arising out of BROKER A's negligent performance of this Agreement, or any violation by BROKER A of any of the terms of this Agreement.
- b) BROKER B shall defend, indemnify, and hold BROKER A harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fees, arising out of BROKER B's negligent performance of this Agreement, or any violation by BROKER B of any of the terms of this Agreement.
- c) Unless the Parties notify each other in writing prior to offering transportation of any shipment, of greater freight values, the Parties indemnification obligations for freight loss and damage shall not exceed \$_____ for any one shipment.
- 9) **Notice of Claims:** The Parties shall provide each other with immediate notice of any cargo loss or damage claims as well as any other claims arising out of this Agreement and will cooperate with each other in resolution of any such claim(s).
- 10) **Disputes:** In the event of a dispute arising out of this Agreement the Parties shall provide each other with 15 days prior detailed written notice in which to "cure" any alleged default. If no "cure" is completed (or is not substantially in process), legal proceedings may be commenced in not more than two (2) years from date of the last occurrence of default, in the state(s) in which either of them have their principal offices. The prevailing Party in any legal proceeding shall be entitled to recover reasonable attorney fees. Unless preempted or controlled by federal transportation law and regulations, the laws of the state of in which legal proceedings are commenced shall be controlling without regard to conflicts of laws principles. The Parties wave all objections to venue and jurisdiction in those states.
- 11) **No Assignment:** This Agreement may not be transferred, assigned, or pledged by either Party without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, executors administrators, successors and assigns.



12) Notices: Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (certified US mail, return receipt requested, or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as shown in the signature lines below.

13) Validity/Survival: If any provision of the Agreement shall be held invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full effect. The representations, rights and obligations of the Parties shall survive termination of this Agreement for any reason.

14) Waiver: No waiver of any provision of this Agreement, or of the breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach. This Agreement is for specified services pursuant to 49 USC 14101 (b). To the extent that the provisions herein are inconsistent with Part (b), Subtitle IV, of Title 49 USC (ICC Termination Act of 1995) the Parties expressly waive all rights and remedies they may have under the Act.

15) Independent Contractors: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

16) Recitals: Headings: The Recitals above are contractual as well as recital. Paragraph headings are intended for convenience only, and shall not be considered substantive.

17) Integration: This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior Agreements and understandings, verbal and/or written between the Parties with respect to such subject matter. The Parties intend that no extrinsic evidence may be introduced to reform this Agreement in any legal or equitable proceeding. This Agreement does not supersede any agreement that either Broker has with any shipper or carrier.

IN WITNESS whereof the Parties have signed this Agreement this ____ day of ____ 20__

_____ Authorized Signature <i>Christopher Bartleson</i>	_____ Authorized Signature
_____ Print Name & Title	_____ Print Name & Title
_____ Address	_____ Address
_____ Phone Number	_____ Phone Number
_____ Fax Number	_____ Fax Number

E-Mail

E-Mail