

# **New Carrier Checklist**

**Documents to submit back to Holt Logistics: In order to be tendered shipments;**

**Please submit all below documents to [carrierservices@holtlogistics.com](mailto:carrierservices@holtlogistics.com)**

- **Signed Copy of Broker/Carrier Agreement (No additions or addendums will be accepted; legal questions/discussions to be directed to Shavaun Archie at above email address)**
- **Current W-9**
- **General/Auto Liability Certificate – Listing Holt Logistics as additionally insured**
- **Cargo Liability Certificate (designate or indicate if you have reefer breakdown insurance)**
- **Evidence of Workers Compensation Insurance**
- **Copy of DOT Safety Rating**
- **Copy of MC Authority**
- **Vendor Request Form – Please fill in this document with information for where we are to send payments**
- **Driver/Equipment Survey – Please fill out**
- **Credit Application – Please fill out**

**For use as certificated holder/Additionally Insured/Loss Payee**

**Holt Logistics Corp.**

**101 South King Street**

**Gloucester City, NJ 08030**

<b>VENDOR REQUEST FORM</b>	
Holt Logistics to Provide	VENDOR NUMBER
	NAME
	ADDRESS
	CITY / STATE
	ZIP CODE
	PHONE NUMBER

# Equipment/Driver Survey

<b>Number of Tractors</b>		
<b>Number of Dry Trailers</b>		
<b>Number of Reefer Trailers</b>		
<b>Number of Flatbed Trailers</b>		
<b>Number of Chassis</b>		
<b>Number of Drivers</b>		
<b>Are Drivers owner Operators or Company Drivers</b>		
<b>Willing to take part in Future Drop Trailer Programs?</b>		
<b><u>SEND COMPLETED PACKET BACK TO -</u></b>	<b>carrierservices@holtlogistics.com</b>	

**Credit Reference Form**

COMPANY: \_\_\_\_\_ Phone: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_

**Trade References**

1. COMPANY: \_\_\_\_\_ Phone: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_

2. COMPANY: \_\_\_\_\_ Phone: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_

3. COMPANY: \_\_\_\_\_ Phone: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_

**Bank References**

BANK: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CONTACT: \_\_\_\_\_

\_\_\_\_\_ PHONE: \_\_\_\_\_

Fax \_\_\_\_\_

Please fax completed form to (856) 456-3590, Receivable Department

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

Broker-Carrier Agreement

This Broker-Carrier Agreement ("Agreement") effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
MC-621058-B and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. \_\_\_\_\_  
MC-\_\_\_\_\_, ("Carrier"); collectively, the "Parties." ("Registered" means operated  
under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors)  
within the U.S. Department of Transportation).

WITNESSETH:

WHEREAS, Broker is licensed as a property Broker by the Federal Motor Carrier Safety  
Administration in Docket Number MC621058-B arranging for the transportation of freight (except  
household goods) by motor vehicle and entering into separate contracts with one or more Carriers to  
perform the services agreed to herein; and

WHEREAS, Carrier is a motor contract Carrier duly licensed as a common carrier by the  
U.S. Department of Transportation, Federal Motor Carrier Safety Administration in Docket Number  
(USDOT #) \_\_\_\_\_; and

WHEREAS Carrier represented to Broker that it possesses or has access to the expertise, qualified  
personnel, facilities and equipment to properly and lawfully transport cargo by motor vehicle for Broker;

and  
WHEREAS, Carrier is aware of and can satisfy the distinct needs of Broker as reflected in this  
Contract; and

WHEREAS, Broker desires to engage the transportation services of Carrier for the transportation of  
cargo as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises made and exchanged herein, the  
Parties do hereby covenant and agree as follows:

1. Term. The term of this Agreement shall be one year from the date hereof and thereafter  
it shall automatically be extended for successive one (1) year periods, unless terminated, upon  
thirty (30) day's prior written notice, with or without cause, by either Party at any time, including  
the initial term. In the event of termination of this Agreement for any reason, the Parties shall be  
obligated to complete performance of any work in progress in accordance with the terms of this  
Agreement.

2. Tendering of Shipments. Broker agrees to tender shipments to Carrier for  
transportation between such places among, within, and between the United States and Canada  
and to perform such other related activities, including but not limited to transporting, loading,  
unloading, reloading and storage of cargo (hereinafter referred to as "Transportation Services")  
as are designated by Broker either orally or in writing prior to performance of the Transportation  
Services. Carrier agrees to transport such shipments in accordance with the terms and conditions  
stated herein.

**3. Carrier's Representations. Carrier represents and warrants that:**

**a. Carrier makes the representations herein for the purpose of inducing Broker to enter into this Agreement;**

**b. Carrier is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or Brokers of general commodities;**

**c. Carrier shall transport the property, under its own operating authority and subject to the terms of this Agreement and all Transportation Services provided under this agreement shall be contract carriage;**

**d. Carrier shall, at its sole cost, ensure completion of all preventive maintenance and ongoing maintenance of equipment, including but not limited to periodic and annual safety inspections, emissions testing in accordance with motor vehicle statutes and regulations as applicable.**

**e. Carrier shall maintain a U.S. DOT safety rating of "satisfactory," and shall immediately notify Broker if Carrier's safety rating changes or if any equipment is not in compliance with the applicable Federal, State, Provincial or Territorial statute or regulation pertaining to vehicle or highway safety. In Broker's sole discretion, Broker may permit Carrier's rating to continue to provide services with a rating of "conditional" or "unrated" subject to certain contingencies as agreed to by the Parties and Broker's policies.**

**f. Carrier will notify Broker immediately if Carrier's federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if Carrier is sold, or if there is a change in control of ownership of Carrier; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, withdrawn, suspended or revoked for any reason, at which time, Broker may suspend all service with Carrier and declare this Agreement immediately terminated.**

**g. Carrier agrees that a shipper's insertion of Broker's name as the Carrier on a bill of lading shall be for the shipper's convenience only and shall not change Broker's status as a property Broker nor Carrier's status as a motor carrier.**

**h. Carrier will not subcontract, re-broker, assign, interline or tender to any third party for transportation any cargo tendered to Carrier pursuant to this agreement hereunder, without prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right, but not the obligation of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier, and/or may withhold any sums due Carrier as security of payments due to carriers improperly engaged by Carrier. Regardless of whether Broker makes payment directly to delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement. In addition to the indemnity obligation in Paragraph 5. 1, Carrier will be liable for consequential damages for violation of this paragraph.**

i. Carrier will perform all transportation services in compliance with all applicable federal, state and local laws, regulations and guidance and to the extent applicable, international laws, regulations and guidance relating to the provision of its services including, but not limited to, the statutes and regulations of any Provincial or Territorial Highway Traffic Act or equivalent, the Transportation of Dangerous Goods Act and the regulations and of DHS, the TSA and any legislation designed to protect transportation activities such as CTPAT; transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173 and §397 \_ et seq. to the extent that any shipments hereunder constitute Hazardous Materials; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation and temperature requirements for transporting food and other perishable products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

j. Where Carrier participates in a drop trailer arrangement with any shippers for Transportation Services provided under this Agreement, Carrier agrees it shall be solely responsible for all damage and liability issues related thereto. Carrier agrees to address all such issues directly with shipper. Broker shall have no responsibility for damages or liability related to drop trailer agreements/arrangements.

k. Where Carrier enters into an interchange agreement, including where Carrier interchanges equipment to another carrier, or where Carrier utilizes equipment owned by a third party, Carrier agrees to be solely responsible for said agreements and to address directly any issues with said carrier or equipment owner. Broker shall have no responsibility for damages or liability related to interchange agreements/arrangements.

l. Carrier shall not commingle or consolidate any freight tendered by Broker with the freight of any other party, unless otherwise agreed to in writing by Broker.

m. Carrier authorizes Broker to invoice Carrier's freight charges to shipper, consignee, or third parties responsible for payment.

n. Carrier has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of Broker and is granting Broker credit terms accordingly.

o. Carrier agrees to provide the Transportation Services at the rates as agreed to on the Load Confirmation issued by Broker at the time of tender, which may be amended by Broker whether in accordance with the provisions of Paragraph 4 herein, or otherwise.

With the exception of travel routes, which are for informational purposes only, Carrier agrees to abide by all instructions and information contained in the Load Confirmation.

p. To the extent Carrier performs services pursuant to this Agreement to, from or within Canada, Carrier shall comply with the additional terms and conditions of Broker's Canada Addendum to Broker Carrier Agreement, attached herewith.

#### **4. Rates, Payment & Changes.**

a. All services provided by Carrier shall be at the rates agreed to by the parties as confirmed in the Load Confirmation. Broker may issue amended Load Confirmations to reflect rate changes agreed to verbally by the Parties, and/or any other changes to the load order. The amended Load Confirmation with most recent date and timestamp shall be deemed to have replaced any and all prior Load Confirmations for that load order number.

If in the event no rates appear on the Load Confirmation or amended Load Confirmation, or in the absence of a Load Confirmation, the parties agree that the rate shall be \$0.80 per load mile.

Additional rates for truckload or LTL shipments, or modifications or amendments or other Transportation Services shall be mutually agreed upon and evidenced by an amended Load Confirmation. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, pricing authorities or similar documents, shall only be valid when specifically confirmed in the Load Confirmation or amended Load Confirmation.

Changes in rates, or other changes to a load order shall become effective immediately upon issuance of an amended Load Confirmation to Carrier by Broker, unless Carrier contests such change in writing to Broker, via email or in accordance with the Notices provision contained herein. Failure by Carrier to contest such rate or change shall be deemed consent by Carrier of the new rates and/or changes.

All Load Confirmations and amended Load Confirmations issued to Carrier by Broker are incorporated herein as part of this Agreement as if fully set forth at length herein and shall be retained along with the entire Agreement for at least three years from the date of expiration or as otherwise required by law.

b. Broker shall conduct all billing services to shippers. The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Specifically, Carrier shall not contact any of Broker's customers, consignors or consignees directly for payment.

Carrier automatically assigns to Broker all its rights to collect all charges from the shipper or any responsible third party, and Carrier waives any and all rights to demand, claim or otherwise pursue payment from any party other than Broker for services provided hereunder.

Carrier shall invoice Broker for Carrier's charges in accordance with the rates as set forth in the Load Confirmation and/or amended Load Confirmation. Broker agrees to pay Carrier's



undisputed invoices within 30 days of receipt of Carrier's delivery receipt, provided Carrier is not in default under the terms of this Agreement.

c. The parties agree to promptly notify each other of any claim that is asserted against either of them, by anyone, arising out of the Transportation Services or either Parties' performance of this Agreement. Broker may, in its sole discretion, withhold payment to Carrier to satisfy claims or shortages or to satisfy advances made to, or on behalf of Carrier, or to satisfy any debt Carrier owes Broker, provided that Broker first notifies Carrier of the debt, claim, shortage or advance in writing and same claim or debt has not been paid within 90 days of the date of the written notice. Broker's withholding of any payment shall not negate Carrier's obligation to seek payment only from Broker, and not from any other party.

d. Claims for overpayment or underpayment for Transportation Services shall include sufficient backup documentation as necessary to support the amount of the claim and shall be made within 60 days of discovery of the claim, but in no event more than 180 days after the delivery of the shipment(s) giving rise to the claim. The party receiving such claim shall have 45 days from receipt to deny or pay the claim. If the parties fail to reach agreement on the claim within 45 days of the receiving party's denial of the claim, the claiming party may exercise all available rights under this agreement or at law.

e. Carrier shall be solely responsible to pay all licenses, fees, taxes, driver's license fees, tolls, equipment use fees/taxes, equipment license fees, road tax, fuel tax payment and any other fees and fines related to Carrier's equipment or operations. Carrier agrees to indemnify, defend and hold Broker, its customers, consignors and consignees harmless from any claim or demand for payment of any of the aforementioned charges.

## **5. Obligations.**

a. Carrier agrees to provide the exact equipment ("Equipment") requested by Broker for completion of the Transportation Services, unless Broker agrees, in writing (electronically acknowledged via email is acceptable), to the use of alternative equipment required for Broker and/or its customers. Additionally, Equipment supplied must be in good mechanical condition. All Equipment must be weatherproof, clean (both on interior and exterior) and comply with all with all Federal and/or State, Provincial/Territorial, local or municipal statutes, regulations and guidance as well as Broker's or its customers' standards for safe transport of Cargo. Equipment shall have forklift accessibility and pallet jack (if applicable). Carrier shall provide and maintain all equipment required for the services requested by Broker and shall only use and provide equipment that is clean, in good operating condition and repair, in compliance with any and all Federal and/or State, Provincial/Territorial, Municipal statutes and regulations, and is suitable and properly configured to safely load, transport and unload the shipments tendered by Broker. Carrier shall ensure that all equipment and all loads are in compliance with the environmental standards of any and all jurisdictions on its route and must act in accordance with these environmental standards. Any deviation from prescribed environmental standards is contrary to Broker's policy and the Carrier shall be solely and independently responsible for any consequence flowing from said deviation. All equipment provided for the transportation of food or food grade products will comply with the requirements of The Sanitary Food

Transportation Act, or, to the extent that Carrier performs services pursuant to this Agreement within, or to or from Canada, *the Food and Drug Acts* and any/all other applicable statutes and regulations, including, but not limited to the *Ontario Food Safety and Quality Act, 2001*, or any other jurisdiction's equivalent, and that none of the equipment so provided has been or will be used for the transportation of any waste of any kind, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products or cosmetics, including but not limited cross-contamination with allergenic products..

b. Carrier shall abide by all information provided regarding temperature and refrigeration and with adequate circulation. Where Broker advises Carrier that shipment is food or food grade, all equipment for such food or food grade products shall comply with the requirements of The Sanitary Food Transportation Act and any/all other applicable statutes and regulations, and none of the equipment shall be used for the transportation of any waste of any kind, garbage, hazardous materials or any other commodity which might contaminate or adulterate food or food products. All equipment shall be sealed to prevent the access of rodents or other pests. Carrier shall report to Broker immediately any potential food safety hazard or failure to abide by the requirements of this section.

c. Carrier agrees that all shipments will be transported and delivered without delay and with reasonable dispatch unless a specified delivery date or time is communicated to Carrier, in which instance, delivery shall be in accordance with the communicated date/time.

d. Carrier agrees to provide the necessary and qualified personnel for completion of the Transportation Services required for Broker and/or its customers. Carrier shall ensure all of its drivers are competent, qualified and properly licensed and trained. Carrier shall ensure all of its drivers abide by the rules regarding maximum hours of service as provided by the FMCSA and any other applicable authority for services outside the United States.

Carrier shall prohibit the use, possession, manufacture, dispensing, sale and distribution of alcohol, drugs, and other controlled substances while providing Transportation Services and on or in conjunction with equipment used to provide the Transportation Services.

e. Carrier shall issue or sign an appropriate bill of lading or receipt for the property it receives for transportation under this Agreement. Carrier shall ensure that the bill of lading or receipt properly identifies Carrier as the "Carrier" prior to signing it and Carrier shall correct any errors relating to the identity of Carrier on the bill of lading prior to signing. Any terms or conditions on the bill of lading or receipt shall not be binding against Broker unless agreed in writing and signed by Broker. Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier. Carrier's responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. The bill of lading or receipt issued or signed by Carrier shall evidence receipt by Carrier of the shipment in good order and condition unless Carrier notes otherwise on the face of the document and immediately advises Broker of such notation. The failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, or the failure to maintain and provide the bill of lading or receipt, by Carrier, shall

not affect the liability of Carrier, who shall assume all risk of loss resulting from the failure to prove good delivery.

f. Carrier shall be solely responsible for the care, custody and control of the cargo from the moment Carrier picks up the cargo until delivery to the consignee. Carrier shall be liable to Broker for any and all loss and damage to shipments and for delayed deliveries arising out of Carrier's performance of or failure to perform the Transportation Services under this agreement, except that Carrier shall not be liable for loss, damage or delay caused solely by act of God, public enemy, acts of war, insurrection, riot or the negligence of Broker or its customer.

g. Carrier shall not remove or break or permit to be removed or broken, any seals applied or placed on the trailer prior to delivery to consignee.

h. Carrier shall be liable for the full actual value of the cargo. No limitation of cargo liability or released value rates shall be valid or enforceable against Broker or its customers without the prior written agreement of Broker in the form of a writing, separate from the bill of lading or receipt.

i. Broker shall file any claim for loss or damage to shipments or delay of shipments by providing Carrier with notice thereof in writing. Carrier shall respond by paying or denying the claim in writing within 90 days of receipt. Broker's customer may, in its sole discretion, determine whether the cargo may be salvaged and the value of such salvage. Broker agrees to deduct all salvage receipts from Broker's claim against Carrier.

j. To the extent the terms of this agreement are inconsistent with the Highway Traffic Act, R.S.O. 1990 c. H.8, as amended, Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995) or with any other regulations of any applicable provincial or territorial legislation, and/or the terms and conditions of any bill of lading or receipt, then the terms of this agreement shall prevail. The parties expressly waive any or all rights and remedies they may have under the aforementioned Acts to the extent such rights and remedies are inconsistent with any provisions of this agreement.

k. Carrier shall furnish Broker with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public and General liability of \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability of \$1,000,000 per occurrence (and a higher value satisfactory to Broker, in its sole discretion, if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss of \$100,000 per shipment; workers' compensation with limits required by law and such other coverage as Broker may request from time to time. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Carrier shall cause Broker to be named as an "additional insured" on the Public and General Liability and Automobile liability policies and as "loss payee" on the Cargo policy. Nothing in this Agreement shall be construed to reduce or limit Carriers liability for cargo loss or damage or its indemnification requirements

as set forth in this agreement, due to any exclusion or deductible in any insurance policy, or actual insurance policy limits.

l. Carrier hereby agrees to indemnify, defend and hold Holt Logistics Corp., its independently managed client companies, customers, consignors, consignees, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors and agents (collectively, "Indemnified Parties") harmless from and against any and all liabilities, obligations, damages, claims, penalties, fines, costs, charges and expenses, including reasonable attorney's fees which may be imposed upon or incurred by or asserted against Indemnified Parties arising out of or related to the Transportation Services, except to the extent resulting directly from the negligence or the willful act or omission of the Indemnified Parties.

m. Broker shall provide instructions to Carrier concerning the handling, securing and protection requirements for the shipment. Carrier is responsible for compliance with all instructions provided by Broker, Broker's customer or on the bill of lading. Any discrepancies shall immediately be brought to Broker's attention; all goods will be considered in good order and condition unless otherwise noted to Broker by Carrier. Carrier is responsible for ensuring that all cargo is properly blocked and braced for transportation pursuant to any applicable standards unless tendered to Carrier in a pre-loaded and sealed trailer.

n. Broker shall maintain a surety bond/trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency's regulations.

6. **Broker's Compensation.** In no event shall Carrier be entitled to information regarding the amount of Broker's commission or the rates charged to shipper. Carrier agrees it shall not request information relating to Broker's commission, nor shall it make claim or demand any portion of Broker's commission. Carrier hereby expressly waives its right to receive and review information pursuant to 49 CFR §371.3.

7. **Independent Contractor.** It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor and that no employer/employee relationship exists, or is intended. Broker has no control of any kind over Carrier, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

8. **Non-Exclusive Agreement.** Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other Carriers, Brokers, or freight forwarders.

9. **Waiver Of Provisions.** Failure of either party to enforce a breach of waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision.

10. **No Back Solicitation.** Carrier shall not knowingly solicit freight shipments from any shipper, consignor, or consignee, or other customer of Broker when such shipments of the shipper, consignor, or consignee or Broker customer were first tendered to the Carrier by the Broker.

11. **Confidentiality.** In addition to Confidential information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and Brokerage rates, amounts received for Brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be entitled to all costs and expenses incurred, including but not limited to reasonable attorney's fees.

12. **Liability Outside the USA.** The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America may be subject to the laws of the country of origination.

13. **Notices.** All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown below with postage prepaid; or by confirmed (electronically acknowledged via email is acceptable), fax or overnight courier. Notices sent as required hereunder to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

If to Broker: Holt Logistics Corp.  
Attention: Logistics Department  
101 S. King Street  
Gloucester City, New Jersey 08030  
Fax No. (856) 742-3291

With copy to: Legal Dept.  
101 S. King St  
Gloucester City, NJ 08030  
Fax No. (856) 742-4118

If to Carrier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No. \_\_\_\_\_

If Carrier's notice address is not provided herein, Broker shall notice Carrier at the address shown on Carrier's accompanying Vendor Request Form.

14. **Force Majeure.** The parties hereto shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement (except those involving the payment of money; provided it is understood that Licensor shall be under no obligation to pay Licensee in the event Licensor is unable to provide the Premise as set forth herein due to a Force Majeure event) when prevented from so doing by causes beyond its control constituting events of "Force Majeure", including fire, other casualty or acts of God.

15. **No Lien.** Carrier shall have no lien, and does hereby expressly waive its right to any lien on any cargo, freight or property of Broker or Broker's customers, consignors or consignees.

16. **Modification.** This agreement may not be modified or amended except by a writing duly executed by the parties.

17. **Severability.** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

18. **Governing Law; Jurisdiction.** The provisions of this Agreement shall be governed by, and interpreted pursuant to the laws of the State of New Jersey. Any dispute between the parties relating to the execution, performance, validity, interpretation or construction of this Agreement that cannot be resolved amicably between the Parties shall be submitted to the exclusive jurisdiction of the federal and state courts of the State of New Jersey. The Parties hereto unconditionally and irrevocably agree and consent to the exclusive jurisdiction of, and service of process and venue in, the United States District Court of the State of New Jersey and the Superior Courts of the State of New Jersey and waive any objection with respect thereto, and further agree not to commence any such action, suit or proceeding except in such court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere.

19. **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

20. **Entire Agreement.** This agreement, with any Addendums, constitutes the entire agreement and understanding between the parties and supersedes any prior agreement between the parties.

IN WITNESS WHEREOF, the Parties hereunto have executed this Addendum, through their duly authorized representatives, as of this      day of      , 2014, having full authority to do so.

**BROKER:**  
**Holt Logistics Corp.**

**CARRIER NAME:**

**SIGN:** \_\_\_\_\_  
**Print Name:**  
**Title:**

**SIGN:** \_\_\_\_\_  
**Print Name:**  
**Title:**

**Canada Addendum  
to Broker-Carrier Agreement**

This is an addendum to the Broker-Carrier Agreement entered into between Holt Logistics Corp. ("Broker"), and \_\_\_\_\_, ("Carrier"), collectively, the "Parties" (the "Agreement"), within which the Parties further agree to the provisions contained herein (the "Addendum").

Broker agrees to tender shipments to Carrier as its needs require for transportation in Inter-Provincial/Territorial, Intra-Provincial/Territorial or foreign commerce, and to the extent that Carrier performs services pursuant to this Agreement within, or to or from Canada, Carrier hereby agrees to transport such shipments in accordance with the terms and conditions stated in the Agreement and this Addendum.

In accordance with Paragraph 4.b. of the Agreement, Carrier explicitly appoints and designates Broker as its agent for the purpose of billing and collection of freight charges and, notwithstanding subsection (7)(1) of the *Mercantile Law Amendment Act of Ontario* or any other similar legislation. Carrier waives any and all rights to demand, claim or otherwise pursue payment from any party other than Broker for services provided hereunder.

Carrier represents that it holds all operating authorities and permits required to be held pursuant to the Federal, Provincial or Territorial laws regulations and guidance in order to provide the transportation services requested by Broker and agreed to by Carrier, including but not limited to all licenses and certificates needed to engage in the Extra-Provincial and Intra-Provincial transportation of goods by truck.

Carrier agrees to abide by the Canadian National Safety Code.

Carrier shall maintain a Canadian "carrier safety rating" of "excellent," "satisfactory," "satisfactory-unaudited" or "conditional" and shall otherwise comply with the Highway Traffic Act and Ontario Ministry of Transportation standards or such other applicable provincial or territorial equivalent.

Carrier shall maintain a valid registration with the Commercial Vehicle Operator's Registration (CVOR) System and shall immediately notify Broker of any change in its CVOR rating, or violations or audit results.

Carrier shall comply with the *Motor Vehicle Transport Act, 1987* or any *Highway Traffic Act* or their equivalent for the jurisdiction of the transportation route.

Carrier warrants that it has complied with the requirements of, the Canada Border Services Agency, and is authorized to conduct bonded highway carrier operations in Canada; that it has executed the MOU of the Partners in Protection of the CBSA; that it is an approved carrier under the CBSA's Self Assessment program; that it has been certified by the United States Bureau of Customs and Border Protection ("CBP") as a member of CTPAT and FAST; and holds a NMFTA issued Standard Alpha Code number.

Carrier and Broker have agreed to prepare this Agreement in English, without French translation.

IN WITNESS WHEREOF, the Parties hereunto have executed this Addendum, through their duly authorized representatives, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, having full authority to do so.

**BROKER:**  
Holt Logistics Corp.

**CARRIER NAME:**

SIGN: \_\_\_\_\_  
Print Name:  
Title:

SIGN: \_\_\_\_\_  
Print Name:  
Title: