



INDUSTRY INFORMATION:

Federal ID # 32-0287031
MC No.: 686562
SCAC: OTMQ
BlueBook:
D&B: 02-140-5916

Insurance Carrier

LOGISTIQ Insurance Solutions
2613 Manhattan Beach Blvd., Suite 200
Redondo Beach, CA 90278
(310) 379-9660
LIC# 0101602

Surety Bond Information

Pacific Financial Association, Inc.
12707 High Bluff Dr., Ste 200
San Diego, CA 92130
(800) 595-2615

Provided Services

- Reefer, dry vans, flatbeds with tarps, drop and step decks.
- Standard pay rate 21 days after receipt of the original BOL
- Single or expedited team service
- 24/7 contact availability

COMPANY INFORMATION:

Physical Address:

Maineville, OH Office:
1697 Amberwood Way
Maineville, OH 45039
Phone: (513) 947-2200
Fax:(888) 212-7711

Bank Information

PNC Bank
6523 South State Route 48.
Maineville, OH 45039
(513) 697-7410
Contact: Becky Eckerlin



Carrier Name _____

MC# _____ Federal ID# _____

SaferSYS Rating _____ SCAC _____

Physical Address _____

800# _____ Local Phone# _____

Fax# _____ After-Hours Dispatch# _____

(Required)

Email _____ Website _____

Dispatchers _____

Please Estimate Quantities of the Following Equipment Types:

Tractors: _____ Vans _____ Reefers _____ Flatbed _____ Specialized _____

**Please return the following to
OTL. Thank You.**

1. Completed Carrier Information sheet.
2. Completed Payment Information.
3. Complete signed Broker-Carrier Agreement with every page initialed.
4. Form W-9
5. Contract or Common Carrier Authority
6. Send a minimum of *three* Trade References
7. Copy of your CARGO and AUTO LIABILITY insurance



**OnTime
Logistics**
PAYMENT INFORMATION

Remittance Address _____

Factoring Company _____ (Please send Notice of Assignment)

Factoring Remittance Address _____

THIS SECTION <u>MUST</u> BE FILLED OUT.	
ADVANCE POLICY	
<input type="checkbox"/> No Advances to Company	DO YOU REQUIRE A 1099? YES / NO (Circle One)
<input type="checkbox"/> No Advances to Dispatchers	
<input type="checkbox"/> No Advances to Drivers	
<input type="checkbox"/> Advances May Be Given to Any Company Representative	

Advance Terms:

- OTL can only issue an Advance upon confirmation from the shipper, faxed/emailed copy of authorized BOL and valid driver's license.
- \$25 will be deducted from your invoice for each Advance issued for anything other than unloading.
- Carrier may be issued fuel advances up to 40% of agreed upon rate, with a maximum advance of \$1000.

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 OTL is notified in writing that you would like your term changed.** If this form is not completely filled out, signed, and returned, your default payment term will be 21 days.

All payment terms are calculated from the day OTL receives the paperwork.

- 21 Days—no fees—check mailed within 21 days of OTL receiving your paperwork.
- 4% 5 Day—4% service charge will be deducted from the gross truck rate. A check will be issued within 5 business days of OTL receiving your paperwork. This will be my regular payment term. **QuickPay will not be guaranteed** if there are any problems with the load such as incorrect paperwork, overages, shortages, damaged product, late delivery, temperature issues, etc.

All paperwork must include:

- Original BOL/POD signed by the receiver.
- Any unloading or pallet receipts. (See Section 3.B of the Broker – Carrier Agreement for Terms and Conditions.)
- Copy of the OTL Rate Confirmation.
- All invoices must be sent to the OTL Accounting Remittance address, 1697 Amberwood Way, Maineville, OH 45039. Failure to do so may result in a delay of payment.

Payment Terms Authorization Signature

Authorized Representative Signature

Name Printed

Date



BROKER/CARRIER AGREEMENT

This Agreement is entered into this _____ day of _____, 20_____, by and between **On Time Logistics, LLC** ("BROKER"), a Registered Property Broker, Lic. No. **MC-686562**, and _____ (*Your Company Name*), a Registered Motor Carrier, Permit/Certificate No. MC-_____ (*Your Company MC Number*) ("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.).

1. CARRIER REPRESENTS AND WARRANTS THAT IT

- A. 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;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. 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.
- E. Will not re-broker, assign, or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the 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. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph.
- F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state, and local laws relating to the provision of its services including, but not limited to: 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; security regulations; 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, temperature, and contamination requirements for transporting food, perishable, and other 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.
- G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
 - i. Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for public liability, and property damage, or such other amounts as mutually agreed by the Parties in writing, BROKER and CARRIER shall defend, indemnify and hold each other harmless from any claims, actions or damages, arising out of their respective performances under this Agreement. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
 - ii. Except for CARRIER's liability under Par. 1.E, unless otherwise agreed to in writing, and regardless of whether the Parties' insurance as referred to in subpar i) above, is valid or provides coverage, the Parties' indemnity obligations shall not exceed the monetary insurance limits referred to in subpar i).
- H. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional."
- I. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES

- A. **SHIPMENTS, BILLING, & RATES:** BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.
- C. **RATES:** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. 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, shall only be valid when specifically agreed to in a signed writing by the Parties.
- D. **PAYMENT**
 - i. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. Provided CARRIER is not in default under the terms of this Agreement, BROKER agrees to pay CARRIER's invoice within **28 (twenty-eight)** days of receipt of all paperwork required to process payment, which includes, but is not limited to: an invoice showing the BROKER PO #, Signed BROKER Rate Confirmation, the bill of lading or proof of delivery, unloading receipts,



and proper factoring information. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER **60 (sixty)** (business days) advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

- ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
- iii. Fuel advances will be available after CARRIER has completed **3 (three)** loads with BROKER.

E. **BOND**: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of **\$75,000 (seventy five thousand dollars)** and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

3. CARRIER RESPONSIBILITIES

A. **EQUIPMENT**: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. **BILLS OF LADING**: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, 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, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. **LOSS & DAMAGE CLAIMS:**

- i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage; and
- ii. Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- iii. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within **28 (twenty eight)** days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this **28 (twenty eight)** day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- iv. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed **\$100,000 (one hundred thousand dollars)** unless CARRIER is notified by BROKER or Shipper of the increased value **3 (three)** days prior to shipment pickup.
- v. CARRIER is fully responsible and liable for cargo damage, loss, or theft from any cause for any one shipment once the commodity is in the CARRIER's care, custody, and control. It is the CARRIER's responsibility to know what the commodity is, what its value is, and if the CARRIER's cargo liability insurance will cover the damage, loss, or theft of this commodity from any cause, having fully considered the exclusions and limitations of the CARRIER's cargo liability insurance. If a claim should arise and the cargo liability is found to be none existent or insufficient the CARRIER is personally responsible to indemnify (to make compensation to for incurred hurt, loss, or damage) the shipper for the commodity.

D. **INSURANCE**: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: 1) Public (Auto) liability **\$1,000,000 (one million dollars)**; motor vehicle (including hired and non-owned vehicles), 2) Cargo damage/loss, **\$100,000 (one hundred thousand dollars)**, and 3) Workers' compensation with limits required by law. 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. Nothing in this Agreement shall be construed to avoid CARRIER's liability due to any exclusion or deductible in any insurance policy. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker.

E. **ASSIGNMENT OF RIGHTS**: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

F. **SAFETY RATING**: Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

G. **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.

H. **ADDITIONAL REQUIREMENTS FOR GOVERNMENT LOADS:**

- I. In case of a CARRIER having active broker authority, brokering load out by CARRIER is not authorized without prior written approval from BROKER.

J. **REQUIREMENTS FOR REFRIGERATED LOADS:**

- i. Trailers hauling produce must have an air chute for proper circulation. It is the driver's responsibility to make sure the air chute is not damaged, obstructed, or blocked in any way.
- ii. The driver is responsible for making sure proper space is provided for air circulation in front, rear, top, bottom, and between the load.
- iii. Prior to loading, confirm that the reefer unit is working properly, and pre-cool trailer to required temperature.
- iv. Check pulp temperature of the product to ensure that it has been pre-cooled. Do not accept any fresh product pulping over two (2) degrees above or below the required temperature noted on BROKER Rate Confirmation. If the temperature on the BROKER rate confirmation differs from that on



the Bill of Lading, call BROKER before signing the Bills of Lading at the shipper. If the load is accepted contrary to the terms on BROKER Rate Confirmation, CARRIER accepts all risk or resulting loss. Make sure the pulp temperature of the product loaded is marked on the original Bill of Lading and that the driver agrees with that temperature.

- v. When the driver signs the Bill of Lading, he/she is confirming that he/she received the correct product and correct count at the proper temperature. Be sure the driver agrees with the information on the Bill of Lading.
- vi. Maintain continuous temperature noted on our Rate Confirmation in-route, unless otherwise instructed by BROKER. If you do not, you assume all risk of loss resulting.

K. GENERAL CARRIER RESPONSIBILITIES:

- i. Any product that is to be disposed of needs to have written consent from BROKER before disposal.
- ii. Driver must have a minimum of two load locks to secure the load.
- iii. CARRIER agrees that they are in compliance with safety regulations according to federal, state, and local requirements.
- iv. Loads that are sealed at the shipping point are to remain sealed until authorized representative at the Receiver breaks the seal. If the seal is broken by an unauthorized person, the CARRIER becomes 100% liable for the cost of the product and any other expenses.
- v. BROKER reserves the right to offset any claim(s) with pending invoices.
- vi. Failure to contact BROKER in the event that your truck is not fully load, or has been loaded with an incomplete order, will result in a pro-rated final settlement.
- vii. Upon submittal of invoice, CARRIER shall submit original lumper receipts. If receipts are not submitted with the invoice, BROKER will contact CARRIER to request the lumper receipts. CARRIER will be given till 5 p.m. the day following receipt of invoice to provide receipts via fax or email, or CARRIER forfeits the right to be reimbursed for lumper expenses.
- viii. By signing this agreement, CARRIER hereby covenants and agrees that for each current and/or future load, the driver for the load will have enough available hours of service to pick up and complete delivery of the tendered load within time frames dictated by BROKER and/or its customer(s) without violating the FMCSA hours of service regulations contained in 49 CFR.

4. **MISCELLANEOUS**

- A. 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.
- B. 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.
- C. WAIVER OF PROVISIONS:
 - a. Failure of either Party to enforce a breach or 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.
 - b. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
- D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), American Arbitration Association (AAA), or Transportation ADR Council, Inc. (ADR), at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR or TAM nearest **Cincinnati OH** or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in the **State of Ohio**. Unless preempted or controlled by federal transportation law and regulations, the laws of the **State of Ohio** shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
- E. 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, consignee, or BROKER customer were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of **24 (twenty-four)** months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of **twenty percent (20%)** of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- F. 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 and 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 liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- G. 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.
- H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq.attached may not be amended, except by mutual written agreement, or the procedures set forth above (pars 2.B and 2.C).



- I. **INDEMNIFICATION:** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations
- J. **NOTICES:**
 - a. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
 - b. **THE PARTIES** shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - c. 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.
- K. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed 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.
- L. **SEVERANCE: SURVIVAL:** 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.
- M. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- N. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, and any advertisements of new services.
- O. **ENTIRE AGREEMENT:** Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(BROKER)

(CARRIER)

On Time Logistics, LLC

Authorized Signature

Tatiana Panova

Print Name

Owner/President

Title

1697 Amberwood Way,

Company Address

Maineville, OH 45039, USA

City, State, Zip Code, & Country

(513) 947-2200

Phone

Company Name

Authorized Signature

Print Name

Title

Company Address

City, State, Zip Code, & Country

Phone