

Strategic Logistics Solutions LLC. CARRIER AGREEMENT

1. Recitals

This agreement is made as of this _____ day of _____ 20____ by and between Strategic Logistics Solutions LLC hereinafter referred to as (“SLS”) . and _____ (Client’s Company Name), licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT# _____, hereinafter referred to as ‘Client’. Client desires to retain Strategic Logistics Solutions LLC. by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. Strategic Logistics Solutions LLC. and the Client have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this agreement. Prior to the implementation of this agreement, Client must furnish to Strategic Logistics Solutions LLC. the following documents:

1. Carrier Agreement (completed, dated and signed).
2. A signed and dated Limited Power of Attorney form.
3. A completed Company Profile Sheet.
4. Truck Operation Form.
5. Copy of Owner Operator’s CDL.
6. A list of three established references, if applicable
7. Copy of Client's Authority (MC Permit).
8. A signed W-9 form.
9. Proof of Insurance Certificate and contact information*
10. Your Factoring company’s name, address, and contact information, if applicable.

****We require at least \$1,000,000 in liability and at least \$100,000 in Cargo Coverage.****

2. Rate Agreement (Check all that apply)

- 8% Per Load for Semi with **DRY VAN**
- 8% Per Load for Semi with **REEFER**
- 8% Per Load for Semi with **FLATBED**
- 8% Per Load for Semi with **STEPDECK**
- 8% Per Load for Semi with **HOTSHOT**

3. STATEMENT OF WORK

Strategic Logistics Solutions will:

1. Book 100% of loads on the Client’s behalf.
2. Find freight that best matches profile for the Client.
3. Contact Client with load matches and go over options.
4. Once Client agrees to the load SLS will email the shipper/ broker the Client’s Authority, W-9, proof of insurance, and order certificates if required, along with any other required supporting documents shipper/ broker needs to secure the load.
5. Provide the driver with all dispatch instructions for pickup, transit and delivery.
6. Assist with any problems that arise in the transit of the load within our capabilities. Client is responsible for their own equipment. We will put forth our best effort to direct Client to a service that might be of help.
7. All information is available to the Client at all times, SLS will hold on to the dispatch , accessorial information, etc. until the load is complete.
8. Upon receiving the Proof of Delivery (POD) and other documents if applicable, SLS will email all documentation to the Client, concluding that all services have been performed in full.

4. OBLIGATION OF DISPATCHER

1. Dispatcher agrees to handle paperwork, phone and emails to and from Broker/ shipper to tender commodities or shipment to Client for transportation in interstate commerce by Client between points and places within the scope of Client's operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the shipper, Client agreement.
3. Dispatcher will make 100% effort to keep the Client's truck(s) loaded.
4. Contact Client about every load offer we find that matches their profile. Driver will accept or reject the load. **CLIENT CANNOT CANCEL ONCE LOAD IS BOOKED.**
5. Provide the Client with Rate Confirmation Sheet with all details regarding the load.
6. Invoice the Client once a week on Thursday by 6pm EST. for every load booked for that week.

5. OBLIGATION OF CLIENT

1. Client gives Strategic Logistics Solutions LLC ("SLS") authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
2. Client agrees to collect payment from shipper/broker promptly following receipt of Proof of Delivery of each load to its assigned destination.
3. Client agrees to communicate with SLS when they arrive to the shipper, once loaded, once they arrive at the receiver, and once unloaded.
4. In the event of a breakdown Client is responsible for any repairs of their equipment and also contacting the Dispatcher immediately to inform them of the situation at hand.
5. Client is responsible for obtaining all permits when necessary.

6. CONSIDERATION

The Client agrees to pay Strategic Logistics Solutions LLC as per the agreed quotes and terms as stated in section 2 of this agreement. SLS will invoice the Client on **Thursday at 6pm EST.** Payments are due every week on **Friday at 6pm EST.** If payment is not received by **Friday 6pm EST** the next load will not be booked. Payments received after **Tuesday at 6pm EST** will be subject to a \$100 late fee which must be paid in addition to the original invoice amount. After 30 days the account may be placed for collection. Strategic Logistics Solutions LLC will invoice Clients via email. **Payments can be made to Strategic Logistics Solutions LLC via Zelle, ACH Deposits or Pay through Quick Accept link with Credit or Debit Card sent to Client weekly. We do not accept Cash App, Apple Pay, or Venmo Payments.**

7. ADDITIONAL PROVISIONS

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues, unless, you have made arrangements for additional services from SLS.

In no event will Strategic Logistics Solutions LLC be held liable for the shipper's property from the time it is picked up for transportation, until it is delivered to destination. Client assumes liability of a common Carrier for loss, delay, damage, or destruction of any and all of shipper's goods or property while under the Client's care.

This includes, but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services. Client specifically agrees that all freight tendered to it by Strategic Logistics Solutions LLC shall be transported on equipment operated only under the authority of Client.

Client shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Strategic Logistics Solutions LLC.

Client will be responsible for notifying SLS of changes to authority, insurance, client profile or ownership. Client agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the transportation schedule in a safe, efficient and economical manner.

Client agrees to provide properly qualified, trained, and licensed drivers to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. Client's personnel are expected to conduct themselves in a professional manner at all times and shall comply with all of the Customer's facility rules and regulations when on the Customer's property.

Client agrees that if a higher line haul rate is needed for the shipment they will notify SLS before the load is booked by dispatcher. Once the Client accepts the load at a specific rate that is verbal confirmation.

Client will contact SLS in a timely manner should the Client not be available for dispatch more than (1) day at a time. Client will inform SLS prior to taking off work so we do not plan any trips for the truck.

8. NON-SOLICITATION

Client agrees not to solicit traffic from any shipper, receiver or customer of Strategic Logistics Solutions LLC.'s dispatch service where the carrier transports loads, or is made aware of such traffic, as a result of Strategic Logistics Solutions LLC.'s dispatching efforts. 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 the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CLIENT upon discovery of breach, will be liable to Strategic Logistics Solutions LLC. one hundred percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this agreement.

9. TERMS

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of fourteen (14) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. Client must send notification by mailing or emailing said Revocation Notice to: Strategic Logistics Solutions LLC. 11 Municipal Dr., Suite 200 PMB 1035 Fishers, IN 46038, or contact@strategiclogisticssolutions.com.

10. DISCLAIMER

Strategic Logistics Solutions LLC. is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
4. Handling and storage of paperwork. (All documents will be sent to Client unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE.
7. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner unless agreed upon by the Client and Strategic Logistics Solutions LLC.

11. GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of Indiana without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

12. JURISDICTIONS AND VENUES

Strategic Logistics Solutions LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and State courts located in Hamilton County, Indiana in connection with any claims or controversies arising out of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the first date written.

(Print Company Name)

(Print Company Name)

(Signature of Representative)

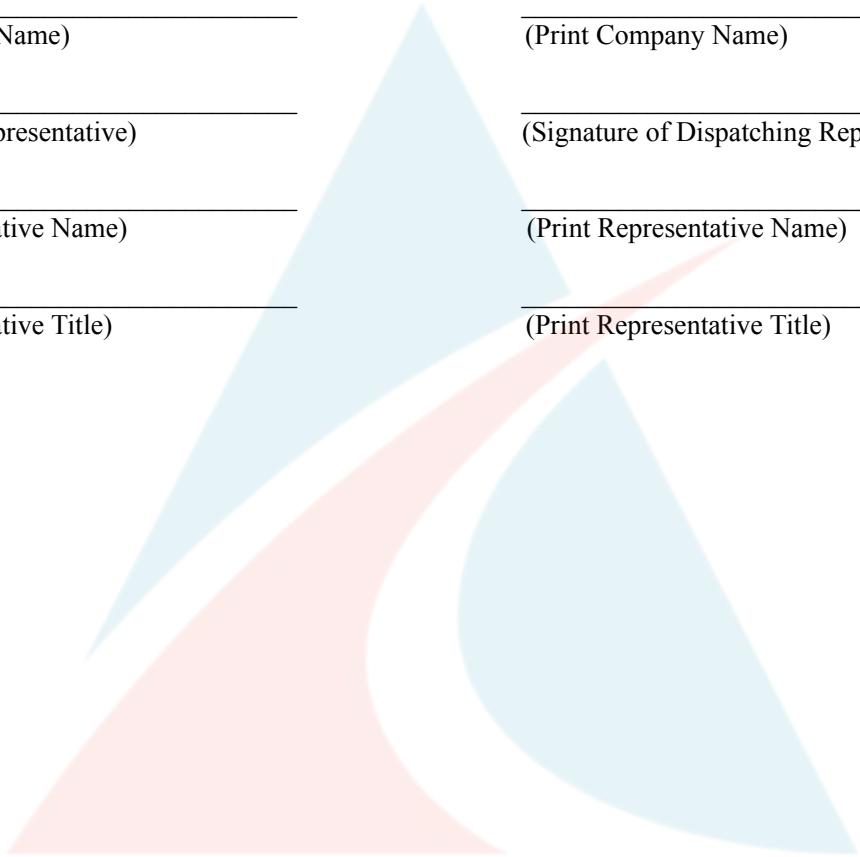
(Signature of Dispatching Representative)

(Print Representative Name)

(Print Representative Name)

(Print Representative Title)

(Print Representative Title)



Limited Power of Attorney Form

This Limited Power of Attorney Agreement is made effective on _____ (date) between **Strategic Logistics Solutions LLC.**, a company established under the laws of the State of Indiana and hereinafter referred to as SLS, and _____, with a MC # _____ and/or DOT number of _____, which is hereinafter referred to as Client. Client hereby appoints SLS as Attorney-in-fact (Agent). SLS's agents shall have full power and authority to act on Client's behalf. This power and authority shall authorize SLS to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contracting freight to be hauled by _____. Client is giving and granting said dispatcher of Strategic Logistics Solutions LLC. full power and authority to do and perform every and all act that is necessary within the scope of the specific terms (set out herein). Strategic Logistics Solutions LLC.'s powers shall include, but not be limited to the power to:

- Providing professional dispatch services, including the power to contact drivers, shippers, and brokers on Client's behalf for cargo.
- Transferring paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers.
- Signing and executing rate confirmations and other documents for freight.

This power of attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. This Power of Attorney shall become effective immediately and shall remain in full force until revoked by Client in writing. Client understands that such revocation is to be sent in writing, by emailing **contact@strategiclogisticssolutions.com**. Client understands that should a written revocation be sent to contact@strategiclogisticssolutions.com that a confirmation/receipt of the email will be sent to Client.

In witness whereof, the parties hereto have executed this agreement on the date below.

Client's Name (Business): _____

Signature: _____ Print Name: _____

Title: _____ Date: _____

Strategic Logistics Solutions LLC

Signature: _____ Print Name: _____

Title: _____ Date: _____

COMPANY PROFILE FORM

Instructions : Please complete this form giving us all the information that pertains to you and your Company. The better informed we are, the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

Part 1: Carrier Information Section

Company Name: _____ DBA (If Any): _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Main Contact: _____ Email: _____

Office Phone: _____ Fax: _____ Cell: _____

Emergency Contact: _____ Emergency Phone: _____

MC Number: _____ DOT Number _____ Hazmat Cert. (If Applicable): _____

Part 2: Equipment Section

Number of Trucks: _____ Company: _____

Owner Operators: _____ Number of Teams: _____

Number of Trailers: 53' Van: _____ 53' Reefers: _____ 48'/53' Flatbed: _____

Please list brokers that you are already set up/ approved with below:

Part 3: Service Areas Of Operation (Check all that apply):

All 48 States

AL AR AZ CA CO CT DE FL GA IA ID IL IN KS KY LA
MA MD ME MI MO MN MS MT NC ND NE NH NJ NM
NV NY OH OK OR PA RI SC SD TN TX UT VA VT WA
WI WV WY

Rate Haul Information: : Please give us your minimum rate information. We understand that many factors will change this information, but this will give us a starting point.

Ideal Rate Per Mile: \$ _____ Ideal Weekly Minimum: \$ _____ Driver Touch: (Y/N)

Comment Additional Preferences:

Part 4: Factoring Information

If you use a factoring service, please provide us with the following information. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY _____

MAIN CONTACT _____ PHONE _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____ WEBSITE _____

Part 5: Insurance Information

Insurance Agency _____ Contact Name _____

Contact Phone _____ Email _____

Address _____ City _____ State _____ Zip _____

Part 6: Referrals (Optional)

Please refer three owner operators or fleet owners who you believe might benefit from our services.

Name: _____ Cell: _____

Name: _____ Cell: _____

Name: _____ Cell: _____

Truck Operation Form

Truck #	Trailer #	Trailer Type	Max Weight	Driver	Cell Phone

Does the assigned driver have the right to make load decisions for you? _____

Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form and email updates to us when they occur so that we always have the most current information on hand.

Thank You.