



# EAGLE

## FREIGHT SOLUTIONS

**Eagle Freight Solutions LLC is family owned that values true partnership with our customers and carriers. Our core values are honesty and respect.**

**\*Eagle Freight Solutions LLC offers solutions for transportation, warehousing and logistics.**

**Eagle Freight Solutions LLC  
PO Box 23066  
Louisville, KY 40223**

## **Main Contacts**

### **Transportation/Logistics:**

- **Tim Comstock**  
502-888-3151  
[tim@eaglesmp.com](mailto:tim@eaglesmp.com)
- **Chris Thomas**  
502-888-3250  
[chris@eaglesmp.com](mailto:chris@eaglesmp.com)

### **Warehousing:**

- **Todd Shannon**  
502-817-4270  
[tshannon@eaglesmp.com](mailto:tshannon@eaglesmp.com)

### **Invoicing:**

- **Courtney McFarland**  
502-888-3248  
[courtney@eaglesmp.com](mailto:courtney@eaglesmp.com)



## Eagle Freight Solutions LLC

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PO BOX 23066 • LOUISVILLE, KENTUCKY 40223  
CELL (502) 599-2604 • FAX (502) 244-8611

DATE: September 10, 2020

SUBJECT: CREDIT REFERENCES

- 1) Commonwealth Bank & Trust  
1402 Evergreen Road  
Louisville, KY 40223  
Account # 276005720  
[Elaine.Wright@CBandT.com](mailto:Elaine.Wright@CBandT.com)  
(502) 259-2040
  
- 2) Melton Truck Lines Inc.  
PO Box 268946  
Oklahoma City, OK 73126  
(918) 270-9659  
Jennifer Wakefield  
[jwakefield@meltontruck.com](mailto:jwakefield@meltontruck.com)
  
- 3) The Peregrine Transportation Company  
PO Box 23022  
11405 Park Road, Suite 100  
Louisville, KY 40223  
(502) 888-3250  
Michelle Mefford  
[mmefford@tpcna.com](mailto:mmefford@tpcna.com)

Eagle Freight Solutions, LLC. Federal Tax ID	84 2649438
Eagle Freight Solutions, LLC. MC Number	1063921
Eagle Freight Solutions, LLC. DOT Number	3336034

Billing address: Eagle Freight Solutions, LLC.  
PO Box 23066  
Louisville, KY. 40223  
Attn: Accounts payable

If any additional information is needed, please feel free to contact the undersigned.  
Yours Truly,  
Eagle Freight Solutions, LLC.

**Eagle Freight Solutions LLC**  
**PO Box 23066**  
**Louisville, KY 40223**  
**502-244-7989**

**BROKER - CARRIER AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Eagle Freight Solutions LLC** ("BROKER"), a Registered Property Broker, Lic. No. DOT 3336034/MC-1063921-B, and \_\_\_\_\_, a Registered Motor Carrier,

Permit/Certificate No. DOT \_\_\_\_\_ ("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. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), 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 or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) 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

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Hazardous Materials (including the licensing and training of Haz-Mat qualified 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 alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, 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; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.

(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

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.

H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue. BROKER shall will defend, indemnify, and hold carrier harmless for acts of broker/shipper sole negligence.

I. 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". 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.

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K. For the benefit of the BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property. CARRIER warrants that : To the extent that any shipments subject to this Agreement are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Agreement are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and ( ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) , and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. CARRIER shall defend, indemnify, hold harmless and be liable to BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by BROKER due to penalties imposed on BROKERS customer(s) because of CARRIER's use of non-compliant equipment.

**2. BROKER RESPONSIBILITIES:**

A. **SHIPMENTS, BILLING & RATES:** BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. 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) / dispatch sheets incorporated herein by this reference. 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 or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

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 this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. **PAYMENT:** 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. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not

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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 30 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER. (If blanks are not filled in, a default figure of 30 days shall apply to Broker's obligation to pay Carrier invoices, and a default figure of 15 days shall apply to Carrier's notice requirement.)

E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of (not less) than \$75,000.00 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.

F. BROKER will notify CARRIER 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.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

**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 will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. 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 sign a bill of lading, produced by shipper or CARRIER in compliance with 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. The foregoing sentence is not intended to limit or waive the application of the law related to concealed damages. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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.

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**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. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be conclusively determined to be "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission; and

(ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER. and

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub-par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above.

(iv) Except as provided in Par 1.E above, 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.

(v) 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 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. (If blanks are not filled in, the default figures shall be 60 days for the 1<sup>st</sup> blank and 45 days for the 2<sup>d</sup> blank.)

**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: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$1,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; 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



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Agreement shall be construed to avoid or limit CARRIER's liability due to any policy limits or exclusion or deductible in any insurance policy.

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 of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

G. TEMPERATURE CONTROL SHIPMENTS: Below procedures will apply to the Carrier when transporting temperature controlled shipments. The Carrier shall ensure temperature control and indicator devices are calibrated and in working condition at the specific temperature required for the product shipped. It is the responsibility of the Carrier to immediately notify Broker (a written notification must be sent after any communication via phone) when the temperature of the product may have been compromised. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

(i) Product Loading

1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements including cleanliness (free from any evidence of potential contamination) and free from structural defects.
2. The refrigerated trailer or container (Reefer) should be pre-cooled to the appropriate temperature before opening the trailer or container doors.
3. Trailer or container doors should only be opened when shipper is ready to load trailer or container.
4. Once loaded, the trailer or container doors (including side doors) shall be closed and sealed with the Shipper's uniquely identified device ("seal") and recorded on the transport documents. Each seal number will be recorded along with the vehicle trailer or container number, date, carrier name by the person (shipper) applying the seals (see seal procedures Addendum A).

(ii) Product Transport

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1. If there is no electronic temperature warning system in place on the reefer unit, then the driver must keep a written log checking the temperature of the Reefer unit as often as possible but no less than three (3) times a day.
2. Unless otherwise stated in a rate confirmation or the bill of lading. Upon inspection, if the temperature of the Reefer unit varies from the original setting greater than two (2) degrees plus or minus, the driver must inspect the reefer unit to determine the problem. If temperature reefer unit continues to fail, then the carrier must do everything in its power to correct the problem immediately and notify Broker of the situation.

(iii) Product Delivery

1. When arriving at the receivers (consignee) facility, a receiving location employee must verify the temperature of the reefer unit to ensure the temperature matches those on the instructions provided regarding temperature-control with respect to the cargo.
2. Driver will not open the trailer or container doors until the consignee has directed him to do so and is ready to offload the product.
3. If required and made available by the receiver, the driver must be present and witness any product temperature recording upon delivery and note the measurements on all copies of the delivering receipt.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: 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.

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:

(i) 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.

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(ii) 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 recourse (except as provided below) shall be to arbitration or litigation under subpars (ii) or (iii) below. Arbitration Proceedings shall be conducted under the rules of the (select one): \_\_\_ American Arbitration Association (AAA), \_\_\_ Transportation ADR Council, Inc. (ADR), \_\_\_ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then 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 AAA, ADR, or DRC. 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 rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion, including findings of fact and conclusions of law. 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 DRC at such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or if no agreement then at the selection of the BROKER or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of KY shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. **NO BACK SOLICITATION:**

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(OPTIONAL)

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 15 % 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:**

(i) 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

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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.

(ii) 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 non-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. Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.
- ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

I. NOTICES:

(i) 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, or by email with electronic receipt.

(ii) 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.

(iii) 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.

J. 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

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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.

K. **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.

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

M. **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, or any advertisements of new services.

N. **FORCE MAJEURE**. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. **ENTIRE AGREEMENT**: 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, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. 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.

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Carrier Information Questionnaire

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

MC #: \_\_\_\_\_ DOT #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Dispatch Email Address: \_\_\_\_\_

Number of Trucks: \_\_\_\_\_ Number of Drivers: \_\_\_\_\_

Number of Trailers:

Flatbed \_\_\_\_\_ Conestoga \_\_\_\_\_ Stepdeck \_\_\_\_\_ Sidekit \_\_\_\_\_ Van \_\_\_\_\_

Reefer \_\_\_\_\_ Space Saver (Y/N) \_\_\_\_\_ Straight Truck \_\_\_\_\_ Length \_\_\_\_\_

Please identify specialties below and provide certification, if applicable:

Hazmat (Y/N) \_\_\_\_\_ Liquor License (Y/N) \_\_\_\_\_



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Settlement Information

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Settlement Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Broker:**  
**Eagle Freight Solutions LLC**  
**Company Name**

**Carrier:**  
\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**PO Box 23066**  
\_\_\_\_\_  
**Company Address**

\_\_\_\_\_  
**Company Address**

**Louisville, KY**  
**40223**  
\_\_\_\_\_  
**City, State & Zip**

\_\_\_\_\_  
**City, State & Zip**

## Payment Options

- Please fill out completely and email to [freight@efsolutionsllc.com](mailto:freight@efsolutionsllc.com)

### 1. Payment Terms (Please Check One):

Standard Terms: Payment within 30 days from receipt of legible POD and Invoice.

Quick Pay: (3% for 3 days) Payment within 3 business days from receipt of legible POD and invoice. The charge for this service is 3% of the total carrier invoice.

### 2. Payment Delivery (Please Check One):

Payment by Check – mailed to the following remit address:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Payment via ACH (no additional charge)

Company Name: \_\_\_\_\_

DOT #: \_\_\_\_\_

(Not MC Number)

Account Type: (Check One)  Checking  Savings

Bank Routing #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Payment Remittance Information**

**Email:** \_\_\_\_\_

**(Payment information will be sent to the email address listed above. Only one Email address can be configured to receive a remit advice.)**

- **Please send all PODs via email to [support@efsolutionsllc.com](mailto:support@efsolutionsllc.com) and [freight@efsolutionsllc.com](mailto:freight@efsolutionsllc.com)**



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

September 23, 2019

RE:

MC-1063921-B  
U.S. DOT No. 3336034  
EAGLE FREIGHT SOLUTIONS LLC  
11405 PARK RD STE 100  
LOUISVILLE, KY 40223

The above application has been reviewed and accepted. This letter does not constitute authority to operate. Operations may only begin following the issuance of a certificate, license, or permit following compliance with the following requirements:

**(1) Insurance (surety bond: Form BMC-84 or trust fund: Form BMC-85) (49 CFR 387);**

**(2) Designation of agents upon whom processes may be served (Form BOC-3)(49 CFR 366);**

**NOTE:** To avoid delay in issuance of your operating authority, it is essential that your full and correct name(s), address and MC number (excluding suffix) be included exactly as shown above on all forms filed including those forms filed by your insurance company. Please ensure that this information is provided to your insurer.

Notice of application was published in the FMCSA Register issue of September 23, 2019. If applicant fails to comply within 20 days from the date of publication in the FMCSA Register, a decision will be served notifying the applicant that the application will stand dismissed for want of prosecution unless applicant complies with the requirements within 60 days.

Jeffrey L. Secrist, Chief  
Information Technology Operations Division  
GRR



December 01, 2020

KATRINA THOMPSON  
EAGLE FREIGHT SOLUTIONS  
P O BOX 23066  
LOUISVILLE, KY 40223

#### CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **EFAV** has been assigned to:

EAGLE FREIGHT SOLUTIONS  
P O BOX 23066  
LOUISVILLE, KY 40223  
MC-1063921  
US DOT- 3336034

This Alpha Code will apply only to the company name shown above through June 30, 2021. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at [customerservice@nmfta.org](mailto:customerservice@nmfta.org).

If you participate in the Customs & Border Protection (CBP) ACE program and you have an issue with using your SCAC with ACE, please contact CBP at the following email address: [AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov). All SCACs are automatically uploaded to ACE within 24 hours. To participate in the Automated Export System (AES) program, please email [AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov) and [askaes@census.gov](mailto:askaes@census.gov) a request, along with a copy of the NMFTA SCAC letter, to enable your SCAC for AES. Additional information on CBP's automated programs can be found at: <https://www.cbp.gov/trade/automated/getting-started>.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

NOTICE: Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

<b>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b> <b>EAGLE FREIGHT SOLUTIONS, LLC</b>	
<b>2 Business name/disregarded entity name, if different from above</b>  	
<b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b> <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b> Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts established outside the U.S.)</small>
<b>5 Address (number, street, and apt. or suite no.) See instructions.</b> <b>P.O. BOX 23086</b>	<b>Requester's name and address (optional)</b>  
<b>6 City, state, and ZIP code</b> <b>LOUISVILLE, KY 40223</b>	
<b>7 List account number(s) here (optional)</b>  	

<b>Part I Taxpayer Identification Number (TIN)</b>																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">4</td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">6</td> </tr> <tr> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">9</td> </tr> <tr> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">3</td> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	<b>Social security number</b>				-	-			or		<b>Employer identification number</b>		8	4	-	-	2	6	4	9	4	3	8	
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-	-																								
2	6																								
4	9																								
4	3																								
8																									

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<small><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>	

<b>Sign Here</b>	Signature of U.S. person ▶	Date: <b>3/1/2021</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*