

The following is B2B Transportation Services, Inc. brokerage information as requested. Please return the information by email, <a href="mailto:carriers@b2btranserv.com">carriers@b2btranserv.com</a> or Fax, (541) 843-2884 at your earliest convenience so that we may dispatch future loads and process payment in a timely manner.

- Completed Carrier Profile-
- COMPANY INFORMATION MUST MATCH NUMBERS LISTED ON FMCSA, SAFER WEBSITES, & CARRIER 411. The carrier cannot be set up unless the information match.
- Executed Broker and Carrier Agreement and Addendum's A & B
- Completed Quick pay or N15 day ACH Authorization
- Operating Authority Completed and signed W-9
- USDOT number- Active and registered
- CARB Compliant Certificate
- Certificate(s) of Insurance (COI) with the following minimum coverage's:

Cargo limit minimum: \$100,000 Liability limit minimum: \$1,000,000

Proof of Workers Compensation insurance if applicable

Certificate(s) must name B2B Transportation Services, Inc. as follows:

Certificate holder: B2B Transportation Services, Inc.

PO Box 3670

Central Point, OR 97502

Fax (541) 843-2884 or carriers@b2btranserv.com

If you have questions or concerns, please do not hesitate to call (541) 774-1100 or contact our support email at carriers@b2btranserv.com

Cale Pearson General Manager

B2B Transportation Services, Inc.



## **Motor Carrier Profile**

Business Name:		MC#:			
Address:		US DOT:			
City, State, Zip:		Intrastate only#:			
Type of Business (se	elect):				
Sole Propri	etor Corporation	Fed ID#			
***PLEASE NOTE:		ST MATCH NUMBERS LISTED ON not be set up unless the informa	N FMCSA, SAFER, & CARRIER 411 WEBSITES* tion match**		
Contact:		Accounting Contact:			
Phone:		Accounting Phone:			
Fax:		Accounting Email:			
Email:		Cell/Alt Ph:			
B2B Transportation COI requirements:	Services, Inc., requires a Certific	rate of Insurance (COI) with our o	company as a certificate holder.		
Correquirements.	Cargo limit minimum: \$100,0				
Certificate holder:	B2B Transportation Services, PO Box 3670 Central Point, OR 97502 Fax (541) 843-2884 or	Inc.			

carriers@b2btranserv.com



#### **BROKER - CARRIER AGREEMENT**

This Agreement is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between B2B Transportation Services, Inc. ("BROKER"), a Registered

the Federal Highway Administration docket number MC-\_\_\_\_\_ and USDOT#\_\_\_\_\_ . If Carrier is an entity other than an individual, Carrier represents and warrants that it is duly organized and in good standing and holds all requisite legal authority to conduct its business as it is currently conducted. Carrier represents that in performing services subject to this agreement it will; 1) only employ safe and qualified drivers; 2) will maintain a "Satisfactory" or better Carrier safety rating with FMCSA, and; 3) will immediately notify Broker in writing of any change in safety rating

Carrier Representations. Carrier is a contract motor carrier, insured and authorized to transport shipments in interstate commerce under

\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor

Property Broker, Lic. No. MC-477720, and \_\_\_\_\_

The parties agree as follows:

1.

Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

status, including any categorical deficiencies under the FMCSA's Safety Measurement System.

3. Carrier's Obligations. In performing transportation services under this agreement, Carrier agrees to transport all loads and commodities tendered by Broker in a timely, safe and legal manner. The Carrier shall furnish all necessary trucks, equipment, fuel, supplies and all labor connected therewith to perform its services hereunder at the Carrier's sole expense, and Carrier will do so as as contrator carrier and not as an employee or agent of the Broker. Carrier shall at all times conduct its business and 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: transportion of Hazardous Materials (including the licensing and training of Hazmat 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, controla substances and alcohol testing, 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; all applicable insurance laws and regulations including but not limited to workers' compensation.  4. Scope of Agreement. The parties have entered into this agreement for the purpose of establishing the terms under which Carrier agrees to provide transportation services to Broker during the period of this agreement. CARRIER shall provide the sole supervision and shall have exclusive ontol over the operations of its employees, contractors, subcontractors, or agents of CARRIER. CARRIER	2. Broker Representations. The broker is a registered property broker, license number MC477720, and is an agent authorized by its customers ("Shippers") to negotiate and arrange for transportation of their shipments with third-party motor carriers in interstate commerceBroker shall maintain a surety bond /trust fund as agreed to in the amount of \$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.
to provide transportation services to Broker during the period of this agreement. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.  5. 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. Either party may, but is not required to, immediately terminate this agreement in the event it becomes aware that the other party is in violation of any term of this agreement, or upon the insolvency or bankruptcy of the other party  6. No "Double Brokering". It is the parties' intention that all transportation accepted by Carrier pursuant to this agreement will be performed solely by Carrier under Carrier's authorization and utilizing Carrier's equipment, employees, and resources. CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the freight or the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority. In the event that Carrier is unable to comply with the specific transportation terms as set forth herein and on any applicable load tender and rate confirmation for any reason, Carrier shall immediately notify Broker and provide Broker with an alternative transportation plan, which Broker may accept or reject, in Broker's sole discretion. In the event of freight loss	tendered by Broker in a timely, safe and legal manner. The Carrier shall furnish all necessary trucks, equipment, fuel, supplies and all labor connected therewith to perform its services hereunder at the Carrier's sole expense, and Carrier will do so as a contract motor carrier and not as an employee or agent of the Broker. Carrier shall at all times conduct its business and 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 Hazmat 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, 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
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. Either party may, but is not required to, immediately terminate this agreement in the event it becomes aware that the other party is in violation of any term of this agreement, or upon the insolvency or bankruptcy of the other party  6. No "Double Brokering". It is the parties' intention that all transportation accepted by Carrier pursuant to this agreement will be performed solely by Carrier under Carrier's authorization and utilizing Carrier's equipment, employees, and resources. CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the freight or the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority. In the event that Carrier is unable to comply with the specific transportation terms as set forth herein and on any applicable load tender and rate confirmation for any reason, Carrier shall immediately notify Broker and provide Broker with an alternative transportation plan, which Broker may accept or reject, in Broker's sole discretion. In the event of freight loss, damage caused by the physical transfer or repositioning freight on the trailer after loading, blocking, bracing and unloading of the freight, any Negligence, willful misconduct shall be carriers fault or participating Carriers shall be held responsible. 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 11, Carrier will be liable for consequential damages for violation of this provision.	to provide transportation services to Broker during the period of this agreement. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is
solely by Carrier under Carrier's authorization and utilizing Carrier's equipment, employees, and resources. CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the freight or the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority. In the event that Carrier is unable to comply with the specific transportation terms as set forth herein and on any applicable load tender and rate confirmation for any reason, Carrier shall immediately notify Broker and provide Broker with an alternative transportation plan, which Broker may accept or reject, in Broker's sole discretion. In the event of freight loss, damage caused by the physical transfer or repositioning freight on the trailer after loading, blocking, bracing and unloading of the freight, any Negligence, willful misconduct shall be carriers fault or participating Carriers shall be held responsible. 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 11, Carrier will be liable for consequential damages for violation of this provision.	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. Either party may, but is not required to, immediately terminate this agreement in the event it becomes aware that the other party is in
Initials Page 1	solely by Carrier under Carrier's authorization and utilizing Carrier's equipment, employees, and resources. CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the freight or the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority. In the event that Carrier is unable to comply with the specific transportation terms as set forth herein and on any applicable load tender and rate confirmation for any reason, Carrier shall immediately notify Broker and provide Broker with an alternative transportation plan, which Broker may accept or reject, in Broker's sole discretion. In the event of freight loss, damage caused by the physical transfer or repositioning freight on the trailer after loading, blocking, bracing and unloading of the freight, any Negligence, willful misconduct shall be carriers fault or participating Carriers shall be held responsible. 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 11, Carrier will be liable for consequential damages
	Initials Page 1



- 7. Compensation/Rates. BROKER agrees to conduct all billing services to shippers, consignees, or other parties responsible for payment. Broker agrees to pay Carrier the rate as agreed by the parties as set forth in each load-specific rate confirmation sheet, within 15 days after receipt of the Clear copies of paperwork, including the Shipper's original bill of lading evidencing delivery of the freight in good condition and free of all claims as acknowledged by the consignee's signature and Brokers Carrier rate confirmation. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by Email contained in BROKER's Rate Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Carrier agrees to look solely to Broker for any payment of freight and other charges owing under this Agreement, and agrees that its sole recourse in the event of nonpayment shall be against Broker, and not under any circumstances against any Shipper, consignee, or customer of Broker.
- **8. Factoring "quick pay."** Broker, in its sole discretion, may offer Carrier a separate service of factoring or providing compensation at the agreed rate upon receipt of clear copies of paperwork, including a copy of the Shipper's original bill of lading evidencing delivery of the freight in good condition and free of all claims as acknowledged by the consignee's signature. If the Carrier desires to utilize quick pay, must make note of that on a legible bill of lading and proof of delivery paperwork delivered to Broker. If said paperwork is received by Broker before 12:00 Noon PST, Broker will process payment to Carrier the same day; if after 12:00 Noon PST, payment will be processed the following day. In return for receiving quick pay as described, Broker and Carrier agree that Broker shall deduct 3% or \$50 minimum from the total amount due Carrier for the load to which quick pay has been elected and deduction for the delivery fee option chosen.
- Insurance. Without in any way limiting Carrier's indemnity obligation in paragraphs 11 and 12, below, prior to entering into, and as an 9. ongoing obligation throughout the term of this agreement including any extensions thereof, Carrier shall obtain, at its sole cost and expense, insurance policies with the following minimum attributes: 1) any and all policies of insurance as required by law; 2) workers compensation insurance, or similar insurance, for all of Carrier's employed drivers, in a form and amount sufficient to comply with minimum standards applicable to Carrier; 3) General Auto Liability in the minimum amount of \$1,000,000.00 and insuring against both bodily injury and property damage liability for each and every trip subject to this agreement; 4) a Commercial General Liability Insurance, in a limit of not less than \$1,000,000 per occurrence; 5) a general umbrella policy of not less than \$1,000,000, and; 6) a minimum of \$100,000 of cargo coverage insurance naming Broker as loss payee on all commodities transported under this agreement, or in a higher amount as set forth on the applicable Rate Confirmation Sheet. The amounts and types of insurance set forth are the minimums required by Broker and is not a substitute for Carrier's independent determination of the amounts and types of insurance that Carrier shall deem to be necessary. All such insurance shall remain in full force and effect throughout the term of this agreement, including any extension thereof, and each policy shall endorse Broker as an additional insured, excepting worker's compensation insurance. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better, Canadian Carriers must have S&P or Fitch rating of "A" 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. The carrier shall provide Broker with certificates of required insurance and shall, at Broker's request from time to time, provide Broker with any requested policy including all exclusions and additional endorsements. Carrier further warrants that all policies contain a severability of interest provision in favor of Broker in order to ensure that coverage to Broker will not be invalidated by any act or neglect of the Carrier.
- **10. Bill of Lading.** The 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. Carrier will not use BROKERS Carrier Confirmation for the bill of lading. 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 (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.
- 11. Loss & Damage Claims. 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. The carrier shall be liable for any loss or damage to any shipment or portion thereof, of which Carrier received possession for transport hereunder and shall indemnify, defend and hold Broker harmless from any and all claims, costs, fees, or expenses whatsoever, including attorney's fees, relating to same. Carrier is responsible for insuring that Carrier's cargo insurance is adequate to meet the requirements of paragraph 9, above. Broker may withhold any payment to Carrier in an amount sufficient to reimburse or secure payment to Broker for any loss, costs or damages arising out of or related to Carrier's breach of this agreement. In addition Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed an admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement, Broker may withhold any payment to Carrier in the event the customer or other payor withholds payment to Broker due to any asserted claim of cargo loss, damage, untimely or inadequate delivery, in a like amount or as necessary to indemnify Shipper or Broker.
- 12. Indemnity. Carrier agrees, during and after the term of this agreement, to indemnify, defend, and hold Broker harmless from and against each and every criminal, civil or administrative claim, fine, penalty, suit, loss, damage or liability whatsoever and including attorney's fees and costs, related thereto, arising from or relating in any way to any act, omission or activity of Carrier, its representatives, agents, employees and assigns.



Carrier's indemnity obligation shall not be limited by any statute, requirement or law including any workman's compensation act, disability benefit or other employee benefits acts. Any indemnity due or paid by Carrier under this agreement shall be in addition to any and all other legal remedies available to Broker and shall not be considered the Broker's exclusive remedy. In addition, Broker shall be entitled to receive reimbursement of its attorney's fees and costs incurred in enforcing its rights to defense and indemnification hereunder. Nothing herein may be construed to require Carrier to indemnify Broker for cost or claims resulting from the willful misconduct or gross negligence of Broker.

- 13. Dispute Resolution. Carrier agrees that Broker has a significant interest in resolving any and all claims, demands, complaints or causes of action whatsoever arising from or related to the transportation services performed under this agreement. Carrier agrees that it will not go directly to nor communicate any claims, demands, complaints or causes of action to Shipper without first allowing Broker a reasonable opportunity to negotiate and resolve the dispute. In performing this dispute resolution function, Broker shall use any process or procedure it deems reasonable under the circumstances. If the Broker is unable to resolve the conflict within a reasonable time it will notify Carrier of Carrier's release from continued compliance with this provision. However, any release by broker of Carrier's obligation under this provision shall not serve to or operate as a release, discharge or modification of any other provision of this agreement and all such provisions shall remain in full force and effect. Carrier's termination or the expiration of this agreement shall not release Carrier from its obligation as provided in this provision.
- Arbitration. Any disputes related to or arising from 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 American Arbitration Association (AAA), \_\_\_ or \_\_\_ 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. The subject matter of this agreement shall be resolved by binding arbitration conducted in nearest office of Jackson County, Oregon, pursuant to the rules of the Arbitration Service or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, Arbitration must be commenced within 365 days of completion of shipping services provided hereunder, or the date on which the dispute arose, whichever is earlier, The decision of the arbitrator may be entered and enforced in any court of competent jurisdiction and shall specify the prevailing party. 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. Subject to the time limitation set forth above, for disputes where the amount in controversy exceeds \$10,000.00, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals. Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy does not exceed \$10,000.00, BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals. The venue, controlling law, and jurisdiction in any legal proceedings shall be in the State of Oregon.
- **15. Modification/Assignment**. This agreement shall not be modified except by a writing signed by both parties and is not assignable by either party.
- **16. Force Majeure.** In the event that either party to this agreement shall be prevented from or delayed in performing any of its obligations on account of any law or legally binding order, regulation, or act of any government or any department or agency thereof, or on account of war, civil disorder, acts of God, or labor disturbances, such party shall be excused from performing its obligations under this agreement to a like extent; and neither party shall be liable to the other for damages by reason of any such delay or suspension of performance resulting from the disabilities listed above. However, this provision shall not operate to excuse performance of any party when the failure or delay in performance was the result, or partial result, of that party's own action or inaction or when the party could have exercised control over the circumstances to prevent or minimize the failure or delay in performance.
- **17. Severability.** If any provision of this agreement is deemed unenforceable for any reason, the remaining portion of this agreement shall remain in full force and effect so long as the provision deemed unenforceable does not destroy the basic intent of the parties herein, i.e., for Broker to profitably provide freight transportation services.
- 18. Governing Law. This agreement shall be governed by and interpreted under the laws of the State of Oregon and applicable federal law.
- 19. Non-Competition/Back Solicitation Prohibited. In consideration of Broker's agreement to offer transportation of freight to Carrier pursuant to this agreement, Carrier agrees that during the term of this agreement, including any extensions thereof, and for an equal term after the termination or expiration of this agreement, Carrier shall not solicit freight shipment business from any customer of Broker for whom Carrier transported any goods or commodities pursuant to this Agreement, excepting customers that are also current customers of Carrier at the execution of this agreement. As liquidated damages, Carrier agrees to pay Broker a 15% commission on all transportation services handled by Carrier in violation of this provision for a period of one (1) year, which commission shall be based upon Carrier's gross total receipts received in violation of this paragraph. The provisions of this section shall survive the termination of this Agreement for any reason
- **20. Entire Agreement**. Where provisions of any tariff, receipt or bill of lading differ or are in conflict with this agreement, the provisions of this agreement shall apply. This agreement, including any incorporated exhibits and additional written conditions, contains the entire agreement of the parties regarding the subject matter hereof and there are no oral agreements, promises or representations regarding the subject matter that has not



been included, and all prior agreements are hereby expressly terminated and any termination notice requirements therein are hereby expressly waived.

	nent are authorized to fax, email, post mail to each other at the information shown nipment availabilities, equipment and rate promotions, or any advertisements of new
	does not (check one) utilize a factoring company or other third party to finance its any of any kind which will require that Broker make payments due hereunder to said eact information for the third party below:
IN WITNESS WHEREOF, we have signed this Agreen	nent the date and year first shown above.
B <sup>2</sup> B Transportation Services, Inc.	
(BROK	(CARRIER)
Authorized Signature	Authorized Signature
Cale Pearson	
Printed Name	Printed Name
General Manager  Title	Title
Company Address:	Company Address:
Company Address.	company Address.
P.O. Box 3670 Address	Address
Address	Address
Central Point, OR 97502 City, State. Zip	City, State. Zip
	S.(y) S.(d.) 2.1p
(800) 285-8114 (541) 843-2884 Phone Fax	Phone Fax
carriers@b2btranserv.com	
E-Mail	E-Mail

Initials \_\_\_\_\_



#### **Security Seal Procedure for Food Related Material**

Addendum A

#### Objective

This procedure ("the Procedure") addresses the requirements for the application and removal of uniquely identified devices, such as, but not limited to seals (all such devices being referred to herein as "seals") from trailers or containers for shipments tendered to Carrier by Broker. Various statutes, rules and regulations, including, but not limited to, the Food & Drug Administration's (FDA) Final Rule pertaining to Sanitary Transportation of Human and Animal Food issued April 6, 2016 ("STF Rule") (21 CFR Section 1.900 et seq), the Food Safety Modernization Act of 2011 ("FSMA") and the Sanitary Food Transportation Act of 2005 ("SFTA") have dictated that actions be taken to protect and reduce risk of contamination of all human and animal food products while the products are in transit.

Note: the reference to "driver" in this document denotes Carriers drivers unless noted otherwise.

#### **General Requirements**

These procedures apply to all loads tendered to Carrier where a seal has been presented to the driver by the shipper or where the shipper has affixed a seal to the door(s) of the trailer or container. Only authorized personnel can remove the seal(s) upon arrival to the destination site unless required by in-transit inspections (DOT or other regulatory agencies, including but not limited to law enforcement) or special requirements known to Broker. Exceptions must be investigated and documented in accordance with the specific procedures presented herein and immediately communicated to Broker.

#### A. Product Loading

- 1. All trailers or containers shall be inspected before loading to ensure compliance with standard food safety requirements and ensure any seals from the previous trip are removed.
- 2. All products whether double stacked, palletized or slip sheeted shall be appropriately blocked and braced to eliminate potential damage.
- 3. Once loaded, the trailer or container doors (including side doors) shall be 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, etc. by the person (shipper) applying the seals.
- 4. The use of key or combination locks in lieu of seals for transported materials does not constitute a sealed load. Although the locks provide a greater level of security, the key protocol required to maintain lock access integrity adds another level of risk to raw material and finished product shipments. All loads must have a seal(s) securing the vehicle during transport.

#### B. Product Transport

- 1. If the seal is broken in the event of an in-transit regulatory inspection (DOT, Ag Dept., law enforcement, etc.) or the driver believes the load has shifted and needs to be inspected and secured, the Carrier's driver must have additional seals with him and must reseal the door(s) after the inspection is completed and record the new seal numbers on the transport documents. Such procedures should be avoided, except in circumstances where that safe transport of the cargo is at issue. In such instances, Carrier must call Broker in advance of removing the seal (if possible without compromising safety) so that potential removal of the seal can be coordinated with the shipper or other parties in interest. After affixing the seal, the driver must also record the date, time and circumstances surrounding the in-transit regulatory inspection on the transport documents.
- 2. Drivers shall not leave an open, unlocked or unsealed trailer or container unattended at any time.
- 3. Where a shipment is being relayed by two or more drivers, the subsequent driver(s) must visually verify the trailer or container seal integrity and that the transport documents accurately record the correct seal numbers and indicate such inspection on the shipping documents.

#### C. Product Delivery

- 1. When arriving at the receivers (consignee) facility, a receiving location employee must verify seal integrity and ensure the seal numbers match those on the driver's transport documents. Only the receiving location's designated individual may remove the seals once verified to match the driver's transport documents, and neither Carrier nor its driver or others shall remove a seal, except for in the immediate presence of and at the instruction of a receiver.
- 2. In the absence of a receiving location employee for off-shift deliveries or otherwise unattended locations, the driver assumes responsibility for the load until final inspection and subsequent receipt at the location.



#### **Temperature Procedure for Food Related Material**

#### Addendum B

#### Objective

This procedure ("the Procedure") addresses the requirements for the transportation of shipments tendered to Carrier by Broker when maintaining the temperature of the product is required and conveyed through written communication including but not limited to the Rate Confirmation provided by Broker or a Bill of Lading provided by the shipper. This is to ensure that all Food Related Material is shipped under the FDA's Food Safety Modernization Act (FSMA) scope.

Note: the reference to "driver" in this document denotes Carriers drivers unless noted otherwise.

#### **General Requirements**

These procedures apply to all loads tendered to Carrier whereas there has been a written request presented to the Carrier or driver to maintain a consistent temperature within the trailer or container (reefer). 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 the 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.

#### A. 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 the shipper is ready to load the 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).

#### B. Product Transport

- 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 the 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.

#### C. 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.



#### **QUICKPAY or STANDARD PAY (NET15)**

Quick Pay - Fee for Quick Pay: 3% of each load or \$50.00 minimum (whichever is greater) Standard N15

Payments will be paid upon the approval of clean, signed POD, invoices and supporting documents. All documents must be received by 12:00 pm PST (noon) in order to process payment on the same day; if received after this deadline, payment will be processed the following business day. To Expedite quick pay please indacate QUICK PAY on your invoice. Please write method of payment on EACH invoice to expedite processing.

PLEASE NOTE: QUICK PAY AND ACH OPTIONS ARE NOT AVAILABLE TO FACTORING COMPANIES. VOIDED CHECK IS REQUIRED FOR ACH AND WE DO NOT ACCEPT PICTURES OF DOCUMENTS.

#### **PAYMENT METHOD -PLEASE CHECK ONE**

ACH (Direct Deposit-US only)	\$15.00 charge N15/No charge if quickpay.				
Check - Standard Mail	No Charge				
FedEx Overnight (US)	\$36.00 Charge				
FedEx 2nd Day (US)	\$25.00 Charge				
Fedex Overnight (Canada)	\$45.00 Charge				
Use FedEx Account #	No Charge				

#### **ACH - DIRECT DEPOSIT AUTHORIZATION FORM**

Upon confirmation of voided check, I authorize B<sup>2</sup>B Transportation Services, Inc. to deposit funds into my bank account. If the above periodic payment dates fall on a weekend or holiday, I understand that the payment will be executed on the next business day. I acknowledge that the origination of ACH transactions to my account must comply with U.S. law. I agree not to dispute this recurring transaction with my bank so long as the transactions correspond to the terms indicated in this authorization form.

Business Name	
Acct Email	
MC/DOT Nmuber	
Signature	
Date	

#### Please send to ap@b2btranserv.com or fax (541) 842-2000



#### **ACH – Direct Deposit Authorization Form**

#### \*\* Voided Check Required \*\*

Please complete the information below:						
I(Company Name)	authorize B <sup>2</sup> B Transportation Services, Inc to deposit into my bank account.					
Accounting Contact  Accounting Email						
Bank Name  Bank Routing #	Routing Number Account Number					
PrintSignature	MC Number Date					

I agree to notify B²B Transportation Services, Inc in writing for this service on each invoice. If the above noted payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

Please send to ap@b2btranserv.com or fax (541) 842-2000

(Rev. October 2018) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

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

Internal	Revenue Service	► Go to www.irs.gov/FormW9 for in	structions and the late	st infori	mation.						
	1 Name (as shown	on your income tax return). Name is required on this line;	do not leave this line blank.								
	2 Business name/	disregarded entity name, if different from above									
Print or type. See Specific Instructions on page 3.	Trust/estate single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the 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.  Other (see instructions) ►  5 Address (number, street, and apt. or suite no.) See instructions.					certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from FATCA reporting code (if any)					
Par		yer Identification Number (TIN)			,						
		propriate box. The TIN provided must match the na			Social se	curity	numbe	er	(—T	—т-	_T
		r individuals, this is generally your social security nu rietor, or disregarded entity, see the instructions for		ora		-	- 1	_	,		
		yer identification number (ÉIN). If you do not have a	number, see How to ge				Ш				
TIN, la					Or Employe	r ident	tificatio		hor		=
		n more than one name, see the instructions for line quester for guidelines on whose number to enter.	1. Also see What Name	and (	Employe	rideni	T	nnum	T	-	=
		,				-					
Part	Certifi	cation									
The second second	penalties of perju										
2. I am Sen	n not subject to ba vice (IRS) that I an	n this form is my correct taxpayer identification nun ackup withholding because: (a) I am exempt from ba n subject to backup withholding as a result of a faild backup withholding; and	ackup withholding, or (b)	I have r	not been	notifie	d by th	he Inte			
		other U.S. person (defined below); and									
	. ,	ntered on this form (if any) indicating that I am exen									
you ha acquisi other th	ve failed to report	s. You must cross out item 2 above if you have been all interest and dividends on your tax return. For real eent of secured property, cancellation of debt, contribuidends, you are not required to sign the certification,	state transactions, item 2 tions to an individual retire	does no ement ar	t apply. Frangemer	or mo	rtgage ), and	interes genera	st paid Illy, pa	, ymen	ts
Sign Here	Signature of U.S. person		C	Date ►							
	neral Instr		<ul> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> </ul>								
Section references are to the Internal Revenue Code unless otherwise noted.			<ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> </ul>								
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted transactions by broke					tual fund	sales	and ce	ertain c	other		
after they were published, go to www.irs.gov/FormW9.			<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>								
Purp	oose of For	m	• Form 1099-K (merc				-				•
		orm W-9 requester) who is required to file an he IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home r 1098-T (tuition)</li> </ul>	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>							
identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption			<ul> <li>Form 1099-C (canceled debt)</li> </ul>								
	ındıvıdual taxpay er identification n	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>									
(EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information			Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.								

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

later.

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,



### **COMPANY INFORMATION**

Corporate office 3512 Excel Drive, Suite 101 Medford, OR 97504 

 Mailing address
 MC
 477720

 PO Box 3670
 Fed ID
 20-0544632

 Central Point, OR 97502
 Duns
 153113258

**Toll free** 866-264-4014 **Website** 

**Phone** 541-774-1100 b2btranserv.com

**Fax** 541-665-0665

Please use the following support emails to contact B2B Transportation Services, Inc. You may also use the support emails to submit your questions or request.

SUPPORT TEAMS	PHONE NUMBER	FAX	EMAIL ADDRESS
Accounts Payable	888-809-6022	541-804-7826	ap@b2btranserv.com
Accounts Receivable	855-210-1187	541-804-7826	ar@b2btranserv.com
Agent Support	541-608-1194	541-842-2000	agentsupport@b2btranserv.com
Carrier Compliance	800-285-8390	541-843-2884	carriers@b2btranserv.com
Carrier Payment Status	541-608-1163	541-804-7826	ap@b2btranserv.com
Claim Support	541-608-1165	541-804-7826	claims@b2btranserv.com
Client Support	866-264-4014	541-665-0665	generalsupport@b2btranserv.com
Credit Support	541-608-1161	541-842-2000	credit@b2btranserv.com
General Support	866-264-4014	541-665-0665	generalsupport@b2btranserv.com
Sales Support	866-264-4014	541-665-0665	sales@b2btranserv.com