

MAGELLAN

Transport Logistics

www.magellanlogistics.com

Carrier Sign-Up Information & Instructions

Dear Carrier,

Please let me be the first to welcome you to the Magellan Transport Logistics (MTL, www.magellanlogistics.com) Carrier family. We are very excited that you are able to assist our many needs and fulfill the requirements for our clients throughout North America.

In an effort to provide a seamless relationship between your organization and MTL we have provided some critical information attached and would ask that you provide all necessary information required.

To receive our **Daily Available Load Lists**, copy/paste the following link <http://magellantransportlogistics.com/carriers/> to your web browser and enter your name and email. This can also be accessed by visiting the Carriers section of our website. The email address that you submit will then be added to receive emails of our current available loads - twice daily.

Please send all TRUCK capacity to carriers@magellanlogistics.com and please send all RAIL capacity to ion@magellanlogistics.com.

The information needed from Carrier is as follows:

1. **Signed Copy of Broker-Carrier Agreement**
2. **Signed Copy of MTL Security Requirements**
3. **Insurance Certificate naming Magellan Transport Logistics as "Certificate Holder"**
 - Refrigerated Carriers must show proof of "Reefer Breakdown" Coverage
4. **W-9**
5. **Copy of Authority - MC Certificate**

**** Optional ****

For "Quick-Pay" requests via Comcheck, please provide the following:

6. **Signed copy of Advance Approval Terms**
7. **Signed and completed Rapid Pay/Driver Advance Form**
 - Rapid Pay or Advances must be approved and agreed upon at time of booking shipment.

Should you have any questions regarding the set up process please contact Dispatch at (866) 699-9394

Please fax or email (scanned) completed documents to: 866-328-0297 or jacksonville@magellanlogistics.com

Please note, if you have secured a shipment with one of our dispatchers we must be in receipt of all completed and required information before we are able to dispatch or send your driver to shipper for pick up.

Sincerely,

Tom Piatak

Tom Piatak
CEO

BROKER – CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20__, by Magellan Transport Logistics, located at 2511 St Johns Bluff Road South, Jacksonville, FL, Suite 107 32246 (“Broker”) and _____ (“Carrier”), with main office located at _____.

1. TERM. The Term of this Agreement shall be for one (1) year and shall automatically renew for a successive one (1) year periods; provided, however that this Agreement may be terminated at any time and giving thirty (30) days prior written notice.
2. CARRIER’S COMPLIANCE WITH LAW. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provisions of the transportation services contemplated under this Agreement. In the event that CARRIER does receive a conditional or unsatisfactory safety rating from the DOT, CARRIER agrees to notify BROKER within ten (10) days of such change.
3. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER, or alternatively, By BROKER’S customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The CARRIER shall provide a completed receipt and/or bill of lading to BROKER a company and freight bill and rate and load confirmation within ten (10) days of delivery of each shipment. Such receipt shall be prima facie evidence of receipt of such shipment in good delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this agreement. CARRIER shall notify BROKER immediately of any exceptions made on the bill of lading, manifest or other receipt.
4. CARRIER’S DUTIES. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the “Equipment”); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor.
5. INDEMNITY. CARRIER shall defend, indemnify, and hold harmless BROKER from and against all loss, damage, expense, cost, including reasonable attorney fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER’S failure to comply with the terms of this Agreement or CARRIER’S loading, handling, transportation, unloading or delivery of any shipments made hereunder.
6. INSURANCE. CARRIER represents and warrants that it shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability for personal injury (including death) and property damage in an amount not less that \$1,000,000 per occurrence (the CARRIER’S liability insurance must be not less than \$1,000,000 per occurrence in General Liability AND Auto Liability), and claims, damage or loss of freight in an amount not less than \$100,000 per occurrence, and any additional insurance that may be required by applicable law. CARRIER’S liability shall begin at the time cargo is loaded on CARRIER’S equipment at the point of origin, and continue until said cargo is delivered to the designated consignee, or to any intermediate stop-off party. The liability shall be for the full invoice value of the item(s). CARRIER will cause BROKER to be named as an additional insured on such insurance, and shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies. CARRIER waives all rights of recovery against BROKER and agrees to indemnify BROKER to the extent any losses, claims, or damages are covered by any policy of insurance available to CARRIER and/or not covered by CARRIER’S insurance because of deductibles, the inadequacy of policy limits, policy limitations or exclusions, or failure to maintain or preserve coverage as required by this Agreement or by policy terms.

7. CARGO CLAIMS. BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER'S delay in providing service, within Nine (9) months of the delivery date of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. #370 et seq. The parties agree that federal common carrier laws of liability (i.e., Carmack Amendment liability) shall however, CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER'S customers for any freight loss, damage or delay claim.

8. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods of BROKER'S customer on account of any dispute as to prices or any alleged failure of general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER'S customers in the possession or control of CARRIER.

9. PAYMENTS. CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on the Schedule of Rates attached as Appendix A or through load confirmations received for individual shipments, and any written supplements or revisions thereto signed and agreed to be CARRIER and BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER'S freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. Should CARRIER receive an advance from BROKER for any shipment the payment will be less advance and fees charged by BROKER, to include any advances for accessorials or extra services that are required but not supported with proper documentation. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing schedule of rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. In no event shall BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against shipper, consignee, or primary customer of shipment, and may only collect funds from BROKER. Any and all accessorials must be approved upon time of occurrence and will not be paid to CARRIER without proper documentation or proof that the accessorial was communicated to BROKER.

10. CONFIDENTIALITY AND NON-SOLICITATION. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not "back solicit" traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly "back solicits" traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the customers, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

11. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. Should CARRIER violate this provision and in addition to any other remedies to which BROKER might be entitled, CARRIER Agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and its customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER also agrees to be responsible for and settle any cargo, personal injury, or property claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C. Section 14706, just as if CARRIER had maintained possession of the freight at time of loss or damage.

12. SEVERABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provision of this Agreement shall continue in full force and effect.

13. WAIVER. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. #14101 to the extent that such rights and remedies conflict with this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER'S rights or privileges herein.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements, written or oral, between the BROKER and CARRIER with respect to the subject matter of this Agreement.

15. INDEPENDENT CONTRACTOR. It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists or is intended. BROKER has no control of any kind over CARRIER including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

16. 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 or brokers or freight forwarders.

17. JURISDICTION AND APPLICABLE LAW. This Agreement is being delivered and is intended to be performed in the State of Florida and, subject to the provisions of Title 49 of the United States Code (49 U.S.C.) and Rules and Regulations of the FMCSA, US DOT or their successors, which may govern by subject matter and jurisdictional supremacy, shall be construed and enforced in accordance with the laws of the State of Florida. By the execution of this Agreement, the BROKER and CARRIER agree and consent that any action brought to enforce the terms of this Agreement, or to collect any monies due under this Agreement, or any litigation regarding the transportation services or other matters relating to this Agreement shall be brought in the courts located in Duval County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER:

CARRIER:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/St./Zip: _____

City/St./Zip: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

APPENDIX A

Transportation Charges

- Please refer to Load Confirmation for appropriate agreed charges.

Assessorial Charges

- Please refer to Load confirmation for appropriate agreed charges.

Payment Terms

30 Days from receipt of carrier paperwork (invoice, POD, load confirmation)

Magellan (MTL): Carrier Security Requirements

Carrier shall comply with the security guidelines set forth in this Exhibit. Upon request by MTL/Customer, Carrier shall promptly provide proof of adherence to this Security Requirement outlined below.

1. Carrier shall:

Conduct background checks before drivers are allowed to handle the delivery of MTL's Customer's products. Background checks shall include drug screening (CDL requirement) and motor vehicle record checks. It is *strongly* suggested that Carrier perform at minimum a seven year criminal background check of all new drivers.

Cause drivers to present a valid government-issued photo ID at all facilities before cargo is tendered.

Keep stopping during transit to a minimum. If a stop during transit is necessary (meal, fuel, rest), the ignition key shall be removed and the tractor locked. The trailer should be parked in a manner that prevents the rear doors from opening and in sight of the driver. Whenever a trailer is separated from a tractor during transit, usage of a pin lock is required. Any stops by the driver of a Magellan load within the first 200 miles of origin pickup must be approved by Carrier's dispatcher prior to stopping.

During driver/tractor switching, cause both drivers to be present.

Take the most direct route to the intended destination. Any deviation shall be reported to the dispatcher, along with an explanation. A copy of the route shall be kept on file and available for examination by MTL.

2. Facility Requirements. Should Carrier have to bring the cargo into an interim location during transport, the location must meet the following security requirements:

Such location must have perimeter fencing of sturdy construction a minimum of eight feet high (excluding top guard) enclosing the yard;

The yard must have an access gate that is lockable by a pin lock and that remains locked during non-operating hours;

Facilities must have protective security lighting along the yard perimeter and throughout the yard that must be on during hours of darkness;

Points of access/egress must be controlled by authorized personnel (24 hours a day, 7 days a week);

Loaded trailers must remain locked with a padlock and seal and inside the secured fenced yard area until they are backed up to the dock to be unloaded;

Adequate locking devices must be fitted to all facility doors and windows;

Buildings that manage freight must be permanent structures, constructed of materials that resist unlawful entry and intrusion, and in good condition both inside and outside; and

Separate parking areas must be established to prevent private vehicles from accessing shipping, loading and cargo holding areas.

3. Reporting Requirements – Carrier shall:

- Report all thefts to the local police immediately upon discovery.
- Notify MTL immediately upon discovery of theft or loss.
- Forward a copy of the police report(s) to MTL as soon as it becomes available.
- Provide MTL with a detailed written report, prepared by the transporter, regarding the circumstances surrounding the theft within 24 hours of the occurrence.
- Provide assistance and all related documentation upon request to the police and MTL during investigation of thefts of MTL shipments.

BEWARE

Cargo Theft is on the rise

Please take all the appropriate precautions to ensure that all trailer loads are secure while in transit. Our policy is that no trailer be left in an unsecured lot at any time. This includes, but is not limited to, unsecured drop lots, truck stops, rest areas, public streets, and private residences.

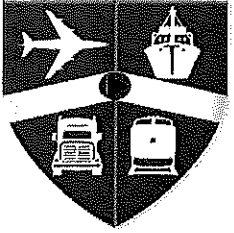
MTL also requires you adhere to the following:

- Drivers are required to present a valid government-issued photo ID at all facilities before cargo is tendered.
- Stopping during transit of MTL's loads should always be kept to a minimum. If a stop is necessary (meal, fuel, rest), permission must be received from your dispatcher first, then the ignition key must be removed and the tractor locked. The trailer should be parked in a manner preventing the rear doors from opening and in sight of the driver.
- If trailer is separated from a tractor during transit, a pin lock is required.
- Drivers should not stop within the first 200 miles. Any stops by the driver within the first 200 miles of origin pickup must be approved by the carrier's dispatcher.
- The most direct route should be taken to the intended destination. Any deviation should be reported to the dispatcher, along with an explanation.
- A copy of the route should be kept on file and available for examination.
- All thefts must be reported to the police immediately upon discovery.
- MTL must be notified immediately of potential theft scenario.
- A copy of the police report(s) must be forwarded to MTL once issued.
- A detailed written report regarding the circumstances surrounding the theft will be prepared by the transporter and sent to MTL within 24 hours.

CARRIER (Signature): _____

By: _____

Title: _____



MAGELLAN

Transport Logistics

www.magellanlogistics.com

Qualifications and Terms fo Quick-Pay Approval

- Carrier must request Comcheck option upon booking the shipment, and must obtain approval prior to pick-up
- Carrier must have hauled at least 3 prior shipments for Magellan under normal payment terms
- Carrier must provide at least 3 references, including Company name, contact name, and phone number
- Carrier must complete and return the Rapid Pay and Driver Advance forms
- Comchecks will only be given to the corporate office of the Carrier, not to off-site dispatchers or drivers via cell phone
- Valid and legible copies of BOL/POD must be faxed to Magellan for verification.

**Approval is determined on a case by case basis at the sole discretion of Magellan. Abiding by the above terms does not guarantee approval.

**Even if approved, Magellan reserves the right to deny payment by comcheck upon delivery for any reason necessary. Potential claims or damages, delays, disputes, etc. will result in payment under normal terms of 30 days while the situation is evaluated.

Carrier Name: _____ Date: _____

Signature: _____ Print Name & Title: _____

Please fax or email (scanned) completed documents to 866-328-0297 or
jacksonville@magellanlogistics.com.



MAGELLAN
 Transport Logistics
www.magellanlogistics.com

FOR OFFICE LOCATIONS PLEASE REVIEW
 BRANCH DIRECTORY SHEET OR VISIT
WWW.MAGELLANLOGISTICS.COM

CARRIER "RAPID PAY" SIGN UP & CONFIRMATION OF DRIVER ADVANCES

Carrier "Rapid Pay" Sign Up

Contact Person Signing Up:	TERMS TO CHOOSE FROM	
Contact Phone:	PAID DAYS - % DISCOUNT	X - YES
Contact Fax:	Comcheck upon Delivery - 5%	<input type="radio"/>
Contact Email:	7 Days - 5%	<input type="radio"/>
	14 Days - 3%	<input type="radio"/>

Terms of Use for "Rapid Pay": Should you sign up for this program Magellan Transport Logistics will issue a check within the Paid Days Terms, identified above, after receipt of invoice and proper documents. Please note that in order to receive the payment on-time without any discrepancies please make sure to include all the appropriate documents with the invoice. The discount will "only" apply to the appropriate line-haul and not any accessorial charges. Please make sure to provide a signature and date below to complete the "Rapid Pay" sign-up process.

Carrier Representative Signature _____ Date _____

****Please see attached document outlining the Terms for Approval****

Driver Advances Authorization

Contact Person Signing Up:	DRIVER ADVANCE TERMS	X - YES
Contact Phone:	Are Drivers Authorized to Receive Comdata Checks as Advances	<input type="radio"/>
Contact Fax:		
Contact Email:	Maximum Amount Allowed 40% of Line-Haul	
MTL Cost Applied to Carrier for Advances to Driver or Company	5% of Amount - Minimum \$20	

Terms of Use for Driver Advances: Magellan Transport Logistics will not issue more than 40% of any line-haul as an advance on any one shipment. In the event an advance is needed for an accessorial, such as, but not limited to, Paying a 3rd Party for Loading or Unloading Services, Purchase of Pallets, or Product Re-work Due to Shift, unless due to an error by carrier, the carrier will not be charged with the appropriate 5% of advance, minimum \$20. All other advances will be subject to a 5% charge of advance, minimum \$20. Please make sure to provide a signature and date below to complete the authorization of Driver or Company Advances.

Carrier Representative Signature _____ Date _____

WITHOUT SIGNATURE OR INFORMATION WE WILL NOT ABLE TO PROCESS OR APPROVE