

WHITE MOUNTAIN LOGISTICS, LLC
6424 S. 75TH AVENUE
LAVEEN, AZ 85339

Carrier Set Up

Documents Needed for Setup

- Carrier Profile Completed _____
- Motor Carrier Authority _____
- Signed W9 (Payments will not be made without W9) _____
- Certificate of Insurance (See attached Request) _____
- Signed Broker-Carrier Agreement & Each Page Initialed _____

Email all documents to: TONY@WHITEMOUNTAINTRUCKING.COM

Telephone (602)237-9440

COMPANY & CONTACT INFORMATION

Dispatcher _____ Email _____

Telephone _____

Driver Name _____ Driver Telephone _____

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CARRIER PROFILE

Carrier Name _____

Carrier DBA _____

Physical Address _____

City _____ ST _____

Zip _____

Mailing Address _____

City _____ ST _____

Zip _____

Contact Person _____

Phone: _____

2ND Contact _____ Phone _____

Tax ID _____ M.C.# _____ DOT# _____

CARRIER TRAILER TYPES

Reefers _____ How Many _____ Size _____

Vans _____ How Many _____ Size _____

Flat _____ How Many _____ Size _____

INSURANCE INFORMATION

Cargo (\$100,000.00) _____ INS CO _____

Agent _____ Telephone _____ Email _____

Liability (\$1,000,000.00) _____ INS CO _____

Agent _____ Telephone _____ Email _____

Worker Comp (\$500,000.00) _____ INS CO _____

Agent _____ Telephone _____ Email _____

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To: _____
Carrier's Insurance Agent

Insured: _____

RE: CERTIFICATE OF INSURANCE

To the Agent of Record:

This document is requesting a signed Certificate of Insurance on the above named insured. The certificate should list the carrier's coverage for cargo and auto liability and workers comp. The certificate requires the following information:

Auto Liability: \$1,000,000.00 Minimum Coverage

Cargo Liability: \$100,000.00 Minimum Coverage

The following listed as Certificate Holder or Additional Insured with 30 day cancellation notice.

White Mountain Logistics
6424 S. 75th Avenue
Laveen, AZ 85339

Please email to: tony@whitemountaintrucking.com

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TRANSPORTATION BROKERAGE CONTRACT

This agreement is made and entered into on _____, 20____ by and between
White Mountain Logistics, LLC and

Broker

Carrier

I. Recitals

Broker is a licensed transportation broker that controls the transportation of freight under its contractual arrangement with various consignees (the customer).

Broker has distinct transportation needs and desires to engage the service of Carrier within the limits of its various operating authority for transportation of Customers freight pursuant to the terms and provisions of this Agreement.

Carrier is authorized to operate in inter-provincial, interstate, and or intrastate commerce and is qualified, competent, and available to provide for the transportation services required by Broker.

II. Agreement

TERM – The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

CARRIERS OPERATING AUTHORITY COMPLIANCE WITH THE LAW – CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have conditional or unsatisfactory safety issued from the U.S. Department of Transportation and further agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by Broker to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that additional provisions included in shall apply for each shipment.

PERFORMANCE OF SERVICES – CARRIERS services under this agreement are specifically designed to meet the distinct needs of the BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay. Any and all occurrences which would be probable or certain to cause delay shall immediately be communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its CUSTOMERS.

RECEIPTS AND BILLS OF LADING - Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each

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shipment made hereunder, the Carrier shall obtain a receipt showing the kind and quality of product delivered to the consignee of the shipment at the destination specified by BROKER or the CUSTOMER, 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 the Agreement. CARRIER shall notify BROKER immediately of any exception made on the Bill of Lading or delivery receipt.

CARRIERS OPERATIONS – 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 of 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; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance, (including but not limited to, worker’s compensation, unemployment compensation, disability, pension, and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

INDEMNITY – CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorneys fees arising out of or in any way related to the performance or breach of this AGREEMENT by CARRIER, its employees, or independent contractors working for CARRIER (collectively, the CLAIMS), including, but not limited to, CLAIMS, for or related to personal injury (including death), property damage and CARRIERS possession, use, maintenance, custody or operation of the EQUIPMENT; provided, however, that CARRIERS indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortuous conduct of BROKER.

INSURANCE – CARRIER shall procure and maintain, as its sole cost and expense, the following insurance coverage(s): Public liability and property damage insurance with a reputable and financially responsible insurance company carrying in an amount not less than \$1,000,000.00 (US Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as additionally insured(s) with respect to any and all liabilities for personal injury (including death) and property damage arising out of the ownership maintenance, use or operation, including loading and unloading of the equipment operated by CARRIER under this AGREEMENT.

All Risk Broad Form Motor Truck Cargo Legal Liability insurance in the amount no less than \$100,000.00 (US Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as additional insured(s) and provide coverage to BROKER, the CUSTOMER or the owner and or consignee for any loss, damage, or delay related to any property coming into the possession of CARRIER under this AGREEMENT. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foresee-ably preclude coverage relating to cargo damage. CARRIER shall furnish to BROKER written certificates obtained from 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.

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FREIGHT LOSS/DAMAGE – CARRIER shall have the sole and extensive care, custody, and control of CUSTOMERS property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in paragraph four (4). CARRIER assumes the liability for a common carrier (i.e. Carmack Amendment Liability) for loss, damage to, or destruction of any and all of CUSTOMERS goods or property while under CARRIERS care, CUSTOMERS full actual loss for the kind and quality of commodities so lost, damaged, or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or the CUSTOMER for any freight loss or damage. Payments by CARRIER to BROKER or its CUSTOMER, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKERS or CUSTOMERS invoice and supporting documentation for the claim.

WAIVER OF CARRIERS LIEN – CARRIER shall not withhold any good(s) of the CUSTOMER on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this AGREEMENT. CARRIER is relying upon general credit of BROKER and hereby waives and releases all liens, which CARRIER might otherwise have to any goods of BROKER or its CUSTOMER in the possession or control of the CARRIER.

PAYMENTS – CARRIER will charge and BROKER will pay for transportation services performed under this AGREEMENT the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this AGREEMENT. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this AGREEMENT on in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within (30) days of receipt by BROKER by CARRIERS 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. 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 has the exclusive right to handle all billing of freight charges to the CUSTOMER for the transportation services provided herein, and as such, CARRIER further agrees to refrain from all collection efforts against shipper, receiver, consignor, consignee or the CUSTOMER. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this AGREEMENT.

CONFIDENTIALITY AND NON-SOLICITATION – Neither party may disclose the terms of this AGREEMENT to a third party without 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 keep the terms of the AGREEMENT confidential. CARRIER will not solicit traffic from shipper, consignor, or CUSTOMER of BROKER where (1) the traffic of the shipper, consignor, consignee, or CUSTOMERS of BROKER was first tendered to CARRIER by BROKER and obtains traffic from such CUSTOMER during the term of this AGREEMENT or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER for a period of fifteen (15) months thereafter, commission in the amount of fifty percent (50%) for the transportation revenue resulting from traffic transported for the CUSTOMER, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such

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transportation revenue.

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 the 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 prior written consent of the BROKER.

ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT – This AGREEMENT may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications, and schedules published, filed, or otherwise maintained by CARRIER. This AGREEMENT shall be binding upon and enure to the benefit of the parties hereto.

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 provisions of this AGREEMENT shall continue in full force and effect.

WAIVER – CARRIER and shipper 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. Failure of BROKER to insist upon CARRIERS performance under this AGREEMENT or to exercise any right of privilege shall not be a waiver of any BROKERS rights of privileges herein.

DISPUTE RESOLUTION – This AGREEMENT shall be deemed to have been drawn in accordance with the statues and laws of the State of Arizona and in the event of any disagreement or dispute, the laws of this State shall apply and suit must be brought in Maricopa County in the State of Arizona

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 written above.

BROKER

CARRIER

Signature: Tony Root
Manager

Signature _____
Authorized Representative

White Mountain Logistics, LLC
6424 S. 75th Avenue
Laveen, AZ 85339

Phone 602-237-9440

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6424 S. 75TH AVENUE
LAVEEN, AZ 85339

INVOICING PROCEEDURES

All PODs **Must be emailed or faxed within four (24) hours of delivery to:**
Email: tony@whitemountaintrucking.com

ORIGINAL DOCUMENTS SHOULD BE MAILED TO

WHITE MOUNTAIN LOGISTICS, LLC
6424 S. 75th Avenue
Laveen, AZ 85339

REQUIRED DOCUMENTATION:

Correct Invoice
Signed Bill of Lading and or Proof of Delivery
Signed White Mountain Logistics Rate Confirmation
White Mountain Logistics Pro Number on Invoice

**FAST PAY AVAILABLE CHECKED MAILED 3-5 BUSINESS DAYS FROM RECEIPT OF
PAPERWORK. 5% FAST PAY FEE WILL BE DEDUCTED FROM PAYMENT. ALL
PAPERWORK MUST BE EMAILED TO LOGISTICS@WHITEMOUNTAINTRUCKING.COM
WITH FAST PAY INDICTATED IN THE SUBJECT LINE**