



New Carrier Packet

Ohio Intrastate Freight Only

Send completed packet to paperwork@RedweyTransport.com or fax to 740.967.9988

Must provide the following documents with your completed New Carrier Packet

- Company Profile.
- Driver Profiles with copy of drivers' license, and medical certificate (Driver's license information is for security and identification purposes only.)
- Vehicle list, including Year, Make, Size, License Plate Number, Shelly Truck Number, Type of Bed, Coal Door?
- Certificate of Insurance meeting all insurance requirements from the Broker Carrier Agreement. See Insurance page.
- Signed completed IRS W9.
- Signed and **initialed** (each page) Broker Carrier Agreement.
- Completed and signed Subhauler Payment Information sheet.
- BWC Certificate of Coverage (must send a new copy annually before the expiration date)

Invoicing/Paperwork Procedure:

- All paperwork must be submitted no later than close of business the following Monday. Any paperwork submitted after will be reviewed the following week and settled accordingly.
 - A DAILY sheet **must be filled out each day**. Blank sheets provided by Redwey Transport. See attachment A.
 - If you accept an hourly job, an hourly ticket **must be completely filled out** and submitted with the DAILY sheet. Blank time sheets provided by Redwey Transport. Attachment B & C.
- In an effort to reduce overall paperwork, no other items need to be submitted weekly. It is encouraged that you retain all paperwork for at least 6 months to assist with reconciliation.

Remit all invoices and paperwork to:

Redwey Transport, Ltd.

PO Box 466

6657 Dutch Lane Road NW-Johnstown, Ohio 43031

paperwork@redweytransport.com

Initials: _____

Company Profile

Company Name:

Address:

USDOT#:

CPCN:

aka PUCO number.

SSN or EIN:

BWC Policy No.

Dispatcher:

Phone:

Fax:

E-mail:

Mobile:

Accounts Payable:

E-mail:

Phone:

Fleet:

No. of
Trucks:

No. of
Drivers:

53':

Flatbeds:

Reefer:

RGN:

Vans:

Vented:

DD:

Coal

Door:

Other:

Auto Liability Insurer:

Cargo Insurance Insurer:

Initials: _____

Driver Profile

Full Name:

Address:

E-mail:

Mobile:

License State and No.:

Expiration:

Med. Certificate:

Issued Date:

Expiration:

Endorsements:

Typical Vehicle:

Truck No.

Shelly No.

Driver license information is for customer security procedures and identity verification only. Motor Carrier is solely responsible for ensuring the driver's license is valid and the driver is not disqualified under 49 C.F.R. § 391.15.

Initials: _____

Truck List

Must include: Truck Number, Shelly #, Axles, Year, Make, Model, License Plate, VIN, Color, Unladen Weight, GVWR, Steel or Aluminum, Tractor or Straight Truck, KOKO No.

Initials: _____

Insurance

The Certificate of Insurance must meet the following requirements:

1. Auto Liability Limits of \$1,000,000 combined single limit and MCS-90 endorsement.
2. Cargo liability coverage of \$10,000 or higher limit.
3. Commercial General Liability (CGL) Limits of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate.
4. Umbrella/Excess liability policy of \$1,000,000 specifically listing Auto Liability and CGL as scheduled policies. \$3,000,000 auto liability and CGL limit will be considered in lieu of umbrella/excess liability policy.
5. Additional Insureds with 30-day notice of cancellation:
 - a. Redwey Transport, Ltd.
PO Box 466
Johnston, Ohio 43031
 - b. The Shelly Company, and its affiliated companies
8328 Watkins Road
Ostrander, Ohio 43061
 - c. Kokosing Construction Co., Inc.
PO Box 236
Fredericktown, Ohio 43019
 - d. Shelly and Sands
PO Box 1585
Zanesville, Ohio 43702
6. Minimum 30-day notice to additional insureds before cancellation of the policy.

An example Accord Certificate of Liability Insurance is attached.

Initials: _____

Insurance Request Form

Attention Insurance Agent

Name:

Fax:

Carrier:

Insured's Signature:

Dear Insurance Representative,

Please forward an insurance certificate for your above insured which shows the following minimum coverage:

1. Auto Liability Limits of \$1,000,000 combined single limit and MCS-90 endorsement.
2. Cargo liability coverage of \$10,000 or higher limit.
3. Commercial General Liability (CGL) Limits of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate.
4. Umbrella/Excess liability policy of \$1,000,000 specifically listing Auto Liability and CGL as scheduled policies. \$3,000,000 auto liability and CGL limit will be considered in lieu of umbrella/excess liability policy.
5. The below listed companies as certificate holder or additional insured with a 30-day cancellation notice:
 - a. Redwey Transport, Ltd.
PO Box 466
Johnston, Ohio 43031
 - b. The Shelly Company, and its affiliated companies 8328 Watkins Road
Ostrander, Ohio 43061
 - c. Kokosing Construction Co., Inc. PO Box 236
Fredericktown, Ohio 43019
 - d. Shelly and Sands PO Box 1585
Zanesville, Ohio 43702

Please send the insurance certificate to: Accounting@RedweyTransport.com

Sincerely,

Redwey Transport, Ltd.

FAX/EMAIL THIS FORM TO YOUR INSURANCE AGENT

Initials: _____

Broker-Carrier Agreement for Ohio Intrastate Freight

This Broker-Carrier Agreement (the "Agreement") is entered into, as of the date signed by both Parties, by and between **Redwey Transport, Ltd.**, an Ohio limited liability company ("Broker"), and the undersigned Ohio for hire motor carrier ("Carrier"), under the following terms and conditions. For purposes of this Agreement, Broker and Carrier are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

Broker is engaged in the business of operating as a freight broker (as defined below), within the state of Ohio for intrastate freight only;

Carrier is engaged in the business of operating as a Motor Carrier pursuant to a Public Utilities Commission of Ohio Certificate of Public Convenience and Necessity; and

Broker has customers in need of freight transportation services and Broker is willing to utilize the services of Carrier as a Motor Carrier, upon the terms and conditions set forth below.

In consideration of the foregoing, the mutual covenants and agreements contained herein, and for certain other good and valuable consideration, the receipt and sufficiency is acknowledged by the Parties, Broker and Carrier agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 1.1. "**Broker Affiliates**" shall mean any and all of Broker's parent companies, subsidiary companies, affiliates, contractors, representatives, agents, successors and assigns.
 - 1.2. "**Customer**" is any business entity or individual which is the owner of, in possession of, or controls the movement of, cargo, property or other items transported by Carrier under this Agreement and identified in any Bill of Lading associated with transportation services provided by Carrier hereunder.
 - 1.3. "**Motor Carrier**" shall have the meaning set forth in Ohio Revised Code § 4923.01(B).
 - 1.4. "**PUCO**" is the Public Utilities Commission of Ohio.
2. **Integration of Exhibits.** The following documents, provided by Carrier to Broker, before and during the term of this Agreement (collectively "Company and Driver Profiles"), are integrated into this Agreement by reference: Company Profile, Driver Profile(s), and Truck List.
3. **Services.** Broker agrees to, from time to time, offer for shipment, and Carrier agrees to transport, such quantities of freight, cargo, commodities or other items as Broker may offer ("Services"), subject to Carrier's availability of suitable equipment; provided, however, that Broker shall, under no circumstances, be obligated to tender any specific number of shipments to Carrier, and Carrier shall not be obligated to accept any particular shipment.
 - 3.1. **Rates.** In exchange for providing freight transportation services, Broker agrees to pay Carrier for said services in accordance with the rates set forth in the particular rate confirmation sheet sent by Broker to Carrier associated with each particular load, which will become integrated into the terms of this Agreement. The Parties shall use their best efforts to sign all rate confirmation sheets associated with the services to be provided by Carrier hereunder. However, upon Carrier picking up any load to be transported hereunder, Carrier shall automatically be deemed to have accepted the rate listed in the associated rate confirmation sheet regardless of whether Carrier shall have signed the same and Carrier shall be bound to transport the associated load for the rate listed thereon. Additionally, any rates, which may be verbally agreed upon, where no rate confirmation has been provided, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker has paid it. Said rates may only be amended, modified, or added to from time to time upon the mutual written agreement of the Parties which shall be effective as of the date such rate is mutually agreed to in writing and signed or acknowledged by both parties. Under no circumstances shall Broker be liable for detention, accessorial, or other additional charges of Carrier which are not contained in any particular rate confirmation sheet or otherwise mutually agreed to in writing by the Parties. Carrier specifically agrees that no released value classification or limitation of liability shall be applicable to any transportation services provided by Carrier pursuant to this Agreement. The Parties agree that Carrier's tariff, rate schedules, and other rate documentation do not apply to services provided for Broker.
 - 3.2. **Equipment.** Carrier shall provide the equipment required by Broker to receive, safely carry, and transport the shipments arranged by Broker, and to deliver such goods to the stated destination promptly. Carrier will not tender trailers which have been used for transporting solid waste, noxious products, or hazardous materials. Carrier shall be responsible for identifying any contamination and immediately notifying Broker and cease loading until approved by Broker. Carrier shall provide trailers dropped at shipper's facilities for loading, upon request of Broker.

Initials: _____

- 3.3. **Delivery.** All freight offered by Broker and accepted by Carrier shall be picked up at origin by Carrier and transported, without delay, to the point of destination at the date and time specified by Broker or Customer. Upon request by Broker, Carrier will arrange a delivery appointment for consignees and deliver at such scheduled times, and report such appointment times and delivery times to Broker within 24 hours of delivery.
- 3.4. **Acceptance of Loads.** Once Carrier accepts a load offered by Broker, if Carrier then fails to pick up the load without Broker's written consent, Carrier agrees to reimburse Broker such amounts as are necessary to compensate Broker for its loss of revenue and the expense of covering the load by alternative means.
- 3.5. **Shipping Documents.** There shall be a bill of lading (the "Bill of Lading") for each load transported by Carrier hereunder, and the Bill of Lading shall be signed by the Customer and consignee. Carrier shall be named as "carrier of record" on each Bill of Lading, and shall be the only "carrier" listed on the Bill of Lading. Delivery shall be made by Carrier as specified in each Bill of Lading or other shipping document. Any terms of the Bill of Lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Carrier shall deliver a copy of a completed Bill of Lading, signed delivery receipt, and such other documentation as may be agreed to by the Parties within two (2) business days of the delivery date for each shipment. Notwithstanding the foregoing, failure to issue a Bill of Lading, or sign a Bill of Lading acknowledging receipt of the freight by Carrier, shall not affect the liability of Carrier.
- 3.6. **Delays.** In the event of delay in the carriage or delivery of any shipment, Carrier shall promptly notify Broker and provide a good faith estimate of the anticipated delay in delivery, and shall, upon request of Broker, transload, reload, or unload freight and provide replacement equipment or take other reasonable steps to minimize the delay, at Carrier's sole expense.
- 3.7. **Delivery Receipts.** Carrier shall obtain delivery receipts, and/or weight tickets for all freight tendered by Broker. Carrier will provide copies of same to Broker within 24 hours of delivery. Carrier shall retain all such records for a period of three years after delivery of each shipment, or such greater period of time as may be required by law.
- 3.8. **Safety Compliance.** Carrier shall, at no additional cost to broker, (i) comply with the safety rules and regulations of Broker, Customers, Consignees, and Consignors; (ii) comply with all applicable laws, rules, regulations, ordinances, traffic laws, traffic signs and controls, and lawful orders from law enforcement officers.
- 3.9. **Weight Limits and Load Securement.** Carrier shall have the sole duty to ensure compliance with all weight and size limitations, and load securement obligations under Federal law, DOT regulation, Ohio law, local ordinances, and roadway signage. Carrier shall ensure its drivers do not operate on a public road or highway in violation of any vehicle weight or size limitations, or with an unsecured load. Carrier shall securely fasten a tarp to all loose loads, or take such other actions necessary to prevent material from escaping the vehicle.

4. Invoices, payments, and set-off rights.

- 4.1. **Invoices.** Consistent with Section 4 above, within five (5) days of the delivery date for each shipment, Carrier agrees to submit to Broker a written invoice for the transportation services provided by it, and such invoice shall include a copy of the associated Bill of Lading, signed delivery receipt and other applicable shipping documents. Each freight invoice shall also contain the trip or pro number assigned to each shipment by Broker at the time it is offered. Carrier shall send all invoices and Bills of Lading and related documents to Broker by e-mail to Accounting@RedweyTransport.com or by fax to other electronic means as stated in any particular rate confirmation sheet sent from Broker to Carrier.
- 4.2. **Payment.** Subject to Carrier's rights of set-off under Section 5.3 below, The Parties agree that BROKER is the sole party responsible for payment of Carrier's charges. Carrier agrees to seek payment for freight charges from Broker only. Broker agrees to pay Carrier in accordance with the agreed upon rates within thirty (30) days of receipt of the associated invoice; provided, however, that Broker shall be under no obligation to pay Carrier until such time as it has secured payment for such services from its customer.
- 4.3. **Set-Off Rights.** Notwithstanding anything to the contrary contained elsewhere in this Agreement, Broker shall have the right to set-off against the amounts payable to Carrier, any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable attorneys' fees, and other expenses, incurred by Broker as a result of: (i) any breach of any representation or warranty of Carrier under this Agreement, (ii) any breach of this Agreement by Carrier, (iii) any indemnification obligations of Carrier under this Agreement, (iv) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors and assigns, (v) the failure by Carrier to deliver any freight transported hereunder in accordance with the delivery schedule provided by Broker or listed in any associated rate confirmation sheet, (vi) delays in shipment or losses to goods caused by Carrier's services hereunder, and (vi) freight claims or other claims filed against Broker by third-parties which relate to freight transported hereunder. Broker's right of set-off shall be in addition to, and not in substitution of, any other right Broker shall have under this Agreement, or at law or in equity.

5. Liability; Cargo Loss; Delay; and Damage.

- 5.1. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives

Initials: _____

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.

- 5.2. Carrier shall be liable to Broker and all Customers and consignees for the full actual, fair market, value of all loss, damage, destruction, delay, or theft of any goods transported by Carrier pursuant to this Agreement while such goods are in the care, custody, and control of Carrier as provided in 49 USC §14706. Carrier expressly agrees to be treated as a Motor Carrier for all liability purposes. Carrier shall promptly handle and resolve all claims which are submitted either by Broker or directly by any Customer or consignee for loss or damage to any cargo transported by Carrier. Carrier has thirty (30) days from the date any claim is received to register said claim, and Carrier has an additional ninety (90) days to either pay, decline or make settlement offer in writing on all cargo loss or damage claims. Failure of Carrier to pay, decline or offer settlement within the period listed above shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement. Carrier further agrees to indemnify and hold harmless Broker for all losses, damages and expenses Broker may sustain or incur, including but not limited to claims for lost profits or plant shutdown fees, arising out of the loss, damage, destruction, delay or theft of any goods transported by Carrier pursuant to this Agreement while such goods are in the care, custody and control of Carrier. The provision contained in Section 7 of this Agreement relating to the amount and type of insurance which Carrier is required to provide, shall in no way limit the obligations of Carrier set forth in this section.
- 5.3. Broker shall have no liability for any loss or damage to any goods transported by Carrier on shipments tendered by Broker. Carrier shall be solely and exclusively responsible for loss or damage to, or delay in delivery of, goods and shipments transported by Carrier under this Agreement. Despite the fact that Broker is not liable for cargo loss, damage or delay claims, Broker shall have the right to pay such claim(s) to the Customer, or any consignee or other third party, in which case Carrier shall then be responsible to Broker for such claim(s), as though Broker (i) were the Customer or (ii) had received an assignment of such claim(s) from the Customer.
- 5.4. Carrier waives any liability of Customers, Consignees, and Consignors to Carrier for freight charges, which shall be exclusively owed by Broker to Carrier. Carrier's exclusive source of recovery for freight charges shall be the Broker. Payment of freight charges to broker shall relieve Customer, receiver, consignor, consignee, and any third-party payor of any liability to Carrier for payment of freight charges.
- 5.5. Carrier shall cooperate with Broker and its insurers regarding any investigation or claim.
- 5.6. At all times while this Agreement is in effect, Carrier shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.

6. Representations and Warranties of Carrier: Carrier makes the following representations and warranties:

- 6.1. At all times while this Agreement is in effect, Carrier is and shall be registered as a Motor Carrier with for-hire intrastate authority within Ohio from the PUCO. At all times while this Agreement is in effect, Carrier shall (i) maintain proper authority to provide the services contemplated herein, (ii) maintain a safety rating satisfactory to Broker, in its sole discretion, (iii) utilize only fully qualified personnel who have all of the appropriate licenses and certificates, including but not limited to a commercial driver's license, and (iv) maintain its equipment in good order and in compliance with all applicable laws. Carrier will notify Broker immediately if its CPCN or Operating Authority is revoked, suspended, or rendered inactive by the PUCO, FMCSA, or DOT for any reason.
- 6.2. All equipment used in furtherance of the Services under this Agreement shall be in good working order, comply with all laws and regulations, and shall not have been used for transporting solid waste, noxious products, or hazardous materials. All equipment used in the provision of Services shall be owned by, or term leased to Carrier. Carrier shall not use any trip leased equipment for Services, without prior written consent of Broker.
- 6.3. Carrier shall not re-broker any load or permit a Motor Carrier, other than Carrier, to transport any shipment assigned by Broker to Carrier.
- 6.4. Carrier shall not carry freight for anyone other than Customer, as assigned by Broker, while Customer's freight is on board a Carrier vehicle.
- 6.5. At all times while this Agreement is in effect, Carrier shall maintain compliance with all applicable federal, state and local laws, rules, regulations, and conditions governing its activities and relating to the provision of its services including, but not limited to: Ohio and local laws, PUCO regulations, transportation of Hazardous Materials, (including the licensing and training of 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; Environmental Protection Agency ("EPA") regulations; homeland security regulations; Truth in Leasing Act, 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 hours of service regulations; sanitation,

Initials: _____

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, and any and all other municipal, local, state and federal agencies having jurisdiction over Carrier and Services.

- 6.6. At no time while this Agreement is in effect shall Carrier have an "Unsatisfactory" or "Unfit" safety rating as determined by the FMCSA. Carrier has no knowledge of any threatened or pending interventions by the FMCSA or PUCO; nor is Carrier subject to any investigation or disciplinary action by any state agency related to enforcement of safety laws and regulations. If Carrier receives an "Unsatisfactory" or "Unfit" safety rating, or a rating is changed from "Satisfactory" to "Conditional" or from "Continue to Operate" to "Marginal", Carrier shall immediately notify Broker and shall not transport any shipment hereunder without Broker's prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by the FMCSA at any time.
- 6.7. At least once per calendar month while this Agreement is in effect, Carrier shall inspect or hire a service representative to inspect each refrigeration or heating unit associated with trailers used by Carrier to transport freight hereunder. Carrier shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least three (3) years. Carrier agrees to provide copies of all such inspection records request to the Carrier's insurance company and Broker.
- 6.8. Carrier shall provide Carrier's cargo insurance carrier with all records that relate to a loss and with any and all other records or documents requested by Carrier's cargo insurance carrier from time to time, and Carrier shall permit copies and abstracts to be made from such records.
- 6.9. In the event Carrier accepts a load transporting any goods to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD ("CARB") AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE. In the event perishable goods are transported under such load to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT ("TRU") EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS. Carrier shall look to the Rate Confirmation Sheet for the necessary Broker information to be furnished under California's TRU and Clean Truck regulations.
- 6.10. Carrier shall not withhold delivery of any freight in its possession due to any dispute with Broker regarding freight charges or otherwise. Carrier hereby waives and releases all liens or other claims which it might otherwise have in and to any freight in its possession, whether under common law, or federal, state or local laws or regulations.
- 6.11. In transporting freight under this Agreement, Carrier shall comply with any and all laws related to the number of hours of driving or service per day or week as mandated by federal, state and relevant local laws. Broker shall not be liable in any event for Carrier failing to comply with such driving or service hour restrictions.

7. Insurance Requirements.

- 7.1. At all times while this Agreement is in effect, Carrier shall, at its expense, obtain and maintain the following types of insurance with the following minimum limits:
 - (i) comprehensive general liability insurance, including contractual liability coverage, and coverage for bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) single limit per occurrence;
 - (ii) motor vehicle (including hired and non-owned vehicles) insurance covering (a) all motor vehicles used by Carrier to transport freight hereunder; (b) all of Carrier's drivers, employees, contractors, agents, representatives and assigns with limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence; and (c) with an MCS-90 endorsement;
 - (iii) all risk cargo liability insurance with limits of not less than Ten Thousand Dollars (\$10,000.00) for loss of, or damage to, property carried on any one (1) motor vehicle;
 - (iv) Umbrella, or excess liability, policy with a limit of \$1,000,000.00 per occurrence, specifically listing the CGL and motor vehicle insurance as scheduled policies.
 - (v) workers' compensation insurance as required by the laws of the states in which the transportation services shall be performed.

Carrier may not have exclusions within any of the above insurance policies for unattended vehicles and unattached vehicles, theft, abandonment, or breakdown or malfunctioning of cooling or heating equipment.

In the event the FMCSA shall require greater limits or different types of insurance than those specified above during the term of this Agreement, such increased limits or different types shall supersede the aforementioned limits and types and Carrier shall

Initials: _____

obtain and maintain insurance with such increased limits. Carrier further agrees to provide Broker with a certificate of such insurance containing a clause requiring that Broker be provided thirty (30) days' advance written notice of the cancellation of any such insurance.

- 7.2. Upon execution of this Agreement, Carrier shall furnish Broker with Certificate(s) of Insurance, or insurance policies, demonstrating that Carrier has obtained the foregoing insurance policies. Such insurance policies shall contain a provision stating that each such policy shall not be cancelled or terminated except upon thirty (30) days advance written notice of cancellation or termination. Carrier will notify Broker immediately if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason; and/or if Carrier is a business entity, Carrier will notify Broker immediately if Carrier is sold, or if there is a change in control of ownership.
- 7.3. Nothing in this Agreement shall be construed to avoid Carrier's liability due to any exclusion or deductible in any insurance policy.
8. **Indemnification.** Carrier shall indemnify and hold harmless Broker, Broker's affiliated companies, and Customers, consignees, and consignors for all losses, damages, injuries, or expenses (including reasonable attorneys' fees), incurred or sustained by Broker, Broker's Affiliates and all Customers or consignees, arising out of: (i) the failure of Carrier, and its drivers, employees, agents, contractors, successors and assigns to comply with the provisions of this Agreement. Carrier further agrees to indemnify and hold harmless Broker, Broker's Affiliates, and any Customers or consignees from any and all claims, suits, losses, fines, and/or expenses (including reasonable attorneys' fees) arising out of, based upon, or incurred because of property damage or injury to any person or persons, including death resulting therefrom which results from or arises out of: (ii) the performance or non-performance of Carrier's obligations under this Agreement by Carrier and its drivers, employees, agents, contractors, successors and assigns; (iii) the failure by Carrier and its drivers, employees, agents, contractors, successors and assigns to comply with the provisions of this Agreement; or (iii) through the willful conduct or negligence of Carrier and its drivers, employees, agents, contractors, successors and assigns. Carrier's defense and indemnification obligations shall apply to any claim against Broker by any employee or agent of Carrier, and Carrier shall not assert employer or co-worker immunity or workers' compensation as a defense in any suit by Carrier's employee against Broker.
9. **Limitation of Liability.** Broker shall not be liable to Carrier for lost profits, general damages, punitive damages, incidental damages, exemplary damages, indirect damages, or consequential damages. Carrier's damages shall not exceed the sum of the freight charges identified in a rate confirmation for loads delivered by Carrier.
10. **Broker Duties.**
 - 10.1. **Shipments.** Broker agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of Carrier and Broker, and shall use its best efforts to offer Carrier at least three (3) loads/shipments annually.
 - 10.2. **Load Information.** With each load offered by Broker to Carrier, Broker shall provide Carrier with a rate confirmation sheet detailing the rate to be paid for the load, the place of origin and destination of all shipments, and if applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified.
 - 10.3. **Billing.** Broker agrees to conduct all billing services associated with collecting amounts owed by Customers. As stated in Section 4.2 above, Broker shall use its best efforts to pay Carrier within fifteen (15) days after delivery and receipt of all Load Information, but Broker shall be under no obligation to pay Carrier until such time as it has secured payment for such services from the Customers and Broker's other customers.
 - 10.4. **Assignment of Claims Rights.** Carrier automatically assigns to Broker all Carrier's rights to collect freight charges from Customer or any responsible third party on receipt of payment from Broker.
11. **Independent Contractors.** It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor. 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, employer/employee relationship between the parties. 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 shall not discipline or direct the performance of any driver and/or employee, 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. Carrier shall choose its own routes and schedules, considering the needs of the Customer and the available freight from Broker.
 - 11.1. **Taxes and Fees.** Carrier, at its cost and expense, shall be solely liable for all federal, state, and local taxes, payroll withholding, licenses, assessments, tolls, fines, civil forfeitures, and all other costs arising out of the Services. Broker shall not be liable for any of the payroll-related tax obligations for any employee or subcontractor of Carrier, and Carrier shall indemnify, defend and hold Broker harmless from any claim or liability imposed or asserted against Broker for any such obligations.
 - 11.2. Carrier is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/

Initials: _____

operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of Carrier's 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, information from Broker to Broker's customer(s) with respect to any shipment at any time.

- 11.3. **Expenses.** Carrier shall pay for all fuel, labor, permits, licenses, inspections, maintenance, tools, training, and other expenses related to providing the Services.
12. **Non-Exclusive Agreement:** Carrier and Broker acknowledge and agree that this Agreement does not bind the respective Parties to exclusive services to each other. Either Party may enter into agreements with other carriers, brokers, or freight forwarders.
13. **Non-Solicitation:** Carrier, and its owners, members, shareholders, directors, and affiliated companies, shall not solicit, or transport, freight shipments for the duration of this Agreement and, for two (2) years following termination of this Agreement for any reason, from any Customer, consignor, consignee, or any customer of Broker, unless assigned the shipment by the Broker. In the event Carrier violates this provision, the Parties agree that Broker shall be entitled to receive from Carrier as liquidated damages an amount equal to thirty percent (30%) of the gross revenue received by Carrier for the violating shipments.
14. **Confidentiality:** 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 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.
15. **Irreparable Harm.** In the event of violation of Sections 13 or 14 by Carrier, the Parties intend and agree that the remedy at law, including monetary damages, may be inadequate and that Broker shall be entitled, in addition to any other remedy they may have, to an injunction restraining Carrier from further violation of Sections 13 or 14 above. Additionally, in the event of a violation of Sections 13 or 14 by Carrier, Carrier shall be liable to Broker for all costs and expenses incurred by Broker to enforce its rights, including, but not limited to, reasonable attorney's fees.
16. **County of Origin.** Any 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.
17. **Waiver of Salvage.** In the event that the Customer of the subject freight has required Broker to waive rights of salvage or resale, Carrier hereby expressly waives any and all rights of salvage or resale of the subject freight to the same extent as waived by Broker.
18. **Waiver of Rights.** To the extent they conflict with the terms and conditions of this Agreement Carrier expressly waives any and all rights and remedies available under common law or pursuant to (i) 49 U.S.C. 14101, et. seqs., (ii) relevant state, or (iii) relevant local law.
19. **Dispute Resolution.** In the event of a dispute arising out of this Agreement and the services provided by each Party hereunder, including but not limited to Federal or State statutory claims, the Parties agree the venue for any such action shall be exclusively within the federal and state courts located in Licking County, Ohio or Franklin County, Ohio, and by executing this Agreement the Parties expressly submit to the jurisdiction of said courts located in Licking County, Ohio or Franklin County, Ohio. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Ohio shall be controlling regarding all disputes arising out of this Agreement and the services provided by each Party hereunder.
20. **Assignment.** Carrier may not assign its obligations under this Agreement without the prior written consent of Broker. Any unauthorized assignment is void. Whether the assignment is with consent or unauthorized, Carrier shall continue to remain liable for any breach of this Agreement by Carrier's assignee.
21. **Modification of Agreement.** This Agreement and any rate confirmation sheets or other shipping documents related to or arising out of this Agreement may not be amended, except by mutual written agreement signed by Broker.
22. **Contract Term.** The initial term of this Agreement shall be one (1) year from the date first written above (the "Initial Term"), and upon expiration of the Initial Term or any subsequent Renewal Terms (if applicable), this Agreement shall automatically be renewed for successive one (1) year periods (each a "Renewal Term"), unless either Party provides written notice of termination to the other no fewer than thirty (30) days prior to the then current term. Notwithstanding the foregoing, Broker may terminate this Agreement at any time upon thirty (30) day's prior written notice, with or without cause. Either party may terminate this Agreement, without penalty, upon one (1) days' prior written notice, in the event of a material breach of this Agreement, by the other party.
23. **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.

Initials: _____

24. **Execution.** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof. Execution or transmission of this Agreement by digital means or facsimile shall be deemed to be effective to bind the parties.
25. **Communications Consent.** The Parties to this Agreement are authorized to fax, electronic mail, and text message to each other at the last known numbers and addresses, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, operations communications, and advertising communications.
26. **Entire Agreement.** This Agreement and any rate confirmation sheets or other shipping documents related to or arising out of this Agreement, unless otherwise agreed in writing signed by Broker, 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. 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.
27. **Notices.** All notices provided or required by this Agreement, shall be made in writing to an address, electronic mail address, or facsimile number listed in this Agreement, and shall be deemed delivered only upon (i) actual receipt by the other party; (ii) delivery by USPS or commercial carrier with evidence of a signature by a person at the notice address, (iii) actual receipt by electronic mail or facsimile, or (iv) five (5) days after deposit with the USPS by certified mail, return receipt requested, postage prepaid, if the certified mail is delivered or returned "unclaimed" or "refused". 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. Notices sent as required hereunder, to an addresses or facsimile number shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

The Parties have executed this Broker-Carrier Agreement as of the date and year first written above.

Broker: Redwey Transport, Ltd.

Carrier:

Signature

Signature

Printed Name

Printed Name

Role (President, Member, etc.)

Role (President, Member, etc.)

Date

Date

Initials: _____

CRH Carrier Addendum

This Addendum (“CRH Addendum”) amends a certain Broker-Carrier Agreement (the “Agreement”) entered into by and between **Redwey Transport, Ltd.** (“Broker”), and the undersigned Ohio for hire motor carrier (“Carrier”). To the extent there is any conflict between the terms of the Agreement and this CRH Addendum, this CRH Addendum shall control.

1. **Codes of Conduct.** Carrier, and all of its employees, agents, and suppliers involved in providing the Services, shall abide by the CRH Supplier Code of Conduct, available at <https://www.crh.com/sustainability/codes-of-conduct> or upon request, which terms are integrated into this CRH Addendum as if rewritten herein.
2. **Safety.** Carrier shall abide by the safety requirements in the attached Schedule 6.

The Parties have executed this CRH Carrier Addendum to the Broker-Carrier Agreement as of the date both parties signed below.

Broker: Redwey Transport, Ltd.

Carrier:

Signature

Signature

Printed Name

Printed Name

Role (President, Member, etc.)

Role (President, Member, etc.)

Date

Date

Initials: _____

Attachments B & C

REDWEY TRANSPORT
 P.O. Box 466 • 6657 Dutch Lane • Johnstown, Ohio 43031
 (740) 967-2444 • Fax (740) 967-9988

No 54463

Date: _____
 Customer: _____
 Job: _____
 Material Hauled: _____

FULL RATE (Hourly Work)

Load-Out Time: _____ A.M. P.M.
 Lunch: _____
 Finish Time: _____ A.M. P.M.
 Total Hours: _____

DELAYS & DOWN TIME
Reason for Down Time
 (# of Hrs)

Paver Down _____
 Milling Machine Down _____ Total
 Plant Down _____ (carried over from
 left-hand column) _____
 Temperature _____ Minus 1st 1/2 hr. free -1/2
 Other (Explain) _____

**TOTAL DOWNTIME HOURS
 TO BE PAID**

Total _____

Trucking Company: _____
 Truck # _____ Driver: _____
 Customer Signature _____

ABK Services, LLC **B- 360471** **DAILY HOURLY TRUCK REPORT**
 PO Box 3345
 Westerville, OH 43086
 Phone: (614) 325-6126 Fax: (614) 569-0087

SHADED AREAS TO BE COMPLETED BY AUTHORIZED PERSONNEL

DATE 9/5/04	DAY Tuesday	TRUCK OWNER Redwey	TRUCK # 13727	DRIVER NAME James Barber
PAYEE: (NAME OF COMPANY OR PERSON CHECK IS PAID TO)		TOTAL AXLES (INCLUDING STEERING) 6	JOB LOCATION Intel	
TIME STARTED 7:00	TIME QUIT 3:00	LUNCH/DOWNTIME	BROKER BY	TOTAL HOURS TO BE PAID 8
TEMPORARY TRUCK NUMBER		B- 360471		SIGNED OUT BY: <i>[Signature]</i>
TYPE: <input type="checkbox"/> TANDEM <input type="checkbox"/> TRIAXLE <input type="checkbox"/> QUAD <input type="checkbox"/> 5-6 AXLE		JOB # 2403	CODE	HOURS
<input type="checkbox"/> TUBS <input type="checkbox"/> OTHER		AUTHORIZED SIGNATURE:	JOB #	CODE HOURS
NUMBERS OF LOADS 5	HAULED FROM: BE SPECIFIC, SUCH AS NAME OF DUMP OR JOB SITE, ETC. Intel/Intel/Intel st	HAULED TO: BE SPECIFIC, SUCH AS NAME OF DUMP OR JOB SITE, ETC. Shelly St Louisville		

Initials: _____