



555 MOORE RD, GRIFFIN, GA 30023

Carrier Profile

Carrier Name:

MC: _____

DOT: _____

FEIN: _____

Street Address:

City:

STATE, ZIP

Phone #

24 /dispatch/after hours # Contact

Any other info you would like to share:

Factoring ? Y ____ N _____

Who:

REMIT to Address:

Trailers:

Type and amount:

Preferred lanes:



BROKER - CARRIER AGREEMENT

BROKER CARRIER AGREEMENT This agreement made this ____ day of ____, _____, shall govern the services provided by, _____, a licensed motor carrier pursuant to Docket No. MC# _____ with DOT# _____ (hereinafter referred to as Carrier) and Chaos Logistics LLC, (hereinafter referred to as Broker), a licensed broker of property authorized by the Federal Highway Administration, pursuant to Docket No. MC# 1056217.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. **Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, 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 1.H, CARRIER will be liable for consequential damages for violation of this provision.**
- F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, 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. (ii) Is solely responsible for any and all management,

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

- G.** CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H.** (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue. (ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subp. i.
- I.** Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- J.** Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- K.** INDEPENDENT CONTRACTOR. Carrier understands and agrees that Carrier is an independent contractor of Broker, and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Transportation Schedule. Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services in a Transportation Schedule, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.
- L.** CARRIER agrees to not solicit any customer of Broker, either directly or indirectly. As liquidated damages, Carrier agrees to pay back a ten percent (17%) commission on all traffic handled by customers first introduced to Carrier by Broker for a period of two (2) years following cancellation of this Agreement.
- M.** CARRIER warrants to Broker (and its shipper's principals) that it meets the following criteria: (a) Carrier shall maintain cargo insurance in the amount of not less than (\$100,000.00) per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than

(\$1,000,000) as required by federal regulation (BMC-91 on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

- N. GOVERNING RULES.** The following rules shall apply: (a) The terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. Section 370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. Section 14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with Carrier by Shipper; and (f) Broker's customer is third party beneficiary of this Agreement.
- O. INDEMNIFICATION.** Carrier agrees to indemnify and hold Broker and its customers harmless from any claims or loss resulting out of any act or omission of Carrier, its employees, or agents in the performance of this Agreement or the services provided hereunder.
- P. CARRIER'S CARGO LIABILITY.** Carrier assumes liability as a common carrier for loss, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay Broker, directly or allow Broker, to deduct from the amount Broker, owes Carrier, Customer's full actual loss, or the amount determined by Broker, and Carrier to be Carrier's responsibility. Broker, shall deduct from the amount Broker, otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments made hereunder.
- Q. SALVAGE CLAIMS.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Brokers reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and overage goods shipped by Carrier under a Transportation Schedule. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

2. BROKER RESPONSIBILITIES:

A: BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping

schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

B: RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

C: PAYMENT: BROKER agrees to pay CARRIER at the agreed rate within 30 days of receipt by BROKER of CARRIER'S invoice, and transportation documents, including the signed clear original bill of lading, proof of delivery or delivery receipt as set forth in the rate confirmation provided to CARRIER prior to shipment, regardless of payment from shipper. CARRIER authorizes BROKER to invoice shipper, receiver, consignor, consignee, or BROKER'S customer for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, consignee, or BROKER'S customer of any liability to the CARRIER for non-payment of charges. Rates, additional terms, and shipper specific requirements for transportation service may be established through the rate confirmation document and shall act as an appendix to this Agreement. The rates, terms and shipper requirements set forth in the rate confirmation shall be deemed to be the agreement of the parties for the referenced shipment, and the confirmation deemed part of this agreement unless CARRIER notifies BROKER within 24 hours of any disagreement as to rates and shipment specifications.

E: BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$10,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F: BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

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

3. CARRIER RESPONSIBILITIES:

A: EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B: BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. 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.

C: LOSS & DAMAGE CLAIMS: (i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and (ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and (iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above. (iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. (v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 90 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 90 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. (vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above, shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 1 day prior to shipment pick up.

D: INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and nonowned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

E: ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

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

E: COMPLIANCE WITH LAW. CARRIER shall comply with all applicable DOT laws and FMCSA regulations as well as any other federal, state, and provincial laws, regulations and ordinances applicable to the operations of a motor carrier. {00030445} CARRIER represents and warrants that, by accepting tender, the time between time of tender and the due date designated by BROKER or shipper is reasonable and can be performed by CARRIER and its drivers without violating any speed, safety, hours of service, or other related regulations. CARRIER will promptly notify BROKER in the event that (i) any designated delivery due date cannot be legally met because of such federal regulations, or (ii) any accident, theft or other occurrence impairs the safety of or delays the delivery of the goods. CARRIER further represents and warrants that it shall ensure all equipment used to provide services under this AGREEMENT is compliant with each individual state law, including, but not limited to, all regulations and requirements under the California Air Resources Board's ("CARB") Transport Refrigeration Unit ("TRU"), Airborne Toxic Control Measure ("ATCM"), Truck and Bus Regulation and Greenhouse Gas regulation ("GHG"). If applicable, CARRIER agrees to implement and adhere to Customs Trade Partnership Against Terrorism ("C-TPAT") security criteria applicable to highway carriers published at www.cbp.gov. CARRIER shall be liable for and agrees to indemnify, defend, and hold BROKER and its customers harmless for any penalties or other liabilities imposed upon BROKER and its customer(s) as a result of CARRIER's use of equipment found to be noncompliant with any laws, statutes, regulations, or requirements, including but not limited to those set forth above. Upon BROKER's request, CARRIER shall provide proof of CARRIER's compliance with any such laws, statutes, regulations, or requirements.

F: SANITARY FOOD TRANSPORTATION REQUIREMENTS. Where applicable, CARRIER shall comply with all laws and regulations governing the safe and secure transportation of food that will ultimately be consumed by humans or animals. CARRIER acknowledges and agrees that the temperature of the goods is a material condition of this AGREEMENT during the transportation of Food Shipments, as defined in the Food Safety Addendum. Where applicable, CARRIER shall comply with all laws and regulations governing the safe and secure transportation of food that will ultimately be consumed by humans or animals including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701 et seq.), and the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 et seq.), collectively (the "Food Safety Laws"). CARRIER agrees that food that has been transported or offered for transport, pursuant to this AGREEMENT, under conditions that are not in compliance with the customer's instructions as provided to CARRIER by the customer, through BROKER or otherwise, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). CARRIER understands that adulterated shipments may be refused by the customer, consignee or receiver upon their tender for delivery at destination, as set forth in the

attached Food Safety Addendum, which is incorporated herein by reference and made a part hereof.

G: Statutory Workers' Compensation Insurance as required by applicable state law. If CARRIER is not required to maintain such insurance and elects not to purchase such coverage, it shall execute the Workers' Compensation Insurance Addendum, attached hereto. If CARRIER is self-insured, a certificate of the state of domicile must be furnished by such state agency directly to BROKER.

4. MISCELLANEOUS:

A: NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

B: WAIVER OF PROVISIONS: (i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision. (ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

C: CONFIDENTIALITY: (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees. G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

D: RESOLUTION OF DISPUTES. The parties desire that the provisions of this AGREEMENT will have precedence over any federal or state provisions governing or dealing with the specific provisions of this AGREEMENT. The parties agree that pursuant to 49 U.S.C. § 14101(b)(1) they expressly waive only those rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq., (the "Acts") that conflict with the provisions of this Agreement. No Party shall challenge any provision of this AGREEMENT on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.

To the extent not governed by applicable federal law, the laws of the State of Georgia will govern the validity, construction, and performance of this Agreement. All controversies, claims, suits, actions, or proceedings arising hereunder shall be adjudicated in the state and federal courts located in Spalding County, Georgia and the parties expressly waive any objection thereto on the basis of personal jurisdiction or venue.

E: CAPTIONS. The descriptive heading of the sections and subsections of this AGREEMENT are for convenience only and do not constitute a part of this AGREEMENT nor do they affect this AGREEMENT's construction or interpretation.

F: AMENDMENTS. This AGREEMENT may not be modified or amended except by a subsequent written amendment signed by both parties. The AGREEMENT may not be modified by "course of performance," "course of dealing," "usage of trade" or in any other manner than as described.

G: ELECTRONIC AND FAX COMMUNICATIONS. During the term of this AGREEMENT, the parties anticipate that they will exchange materials and information in electronic form (collectively "Electronic Materials") either through the other party's websites, e-mail other electronic means (collectively "Electronic Connections") and via fax. AGREEMENT BROKER and its affiliates take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, and take reasonable steps to prevent harm arising from Electronic Connections. Due to the nature of Electronic Connections and the Internet, BROKER and its affiliates do not provide, and expressly disclaim, any warranty (i) that Electronic Materials received by the CARRIER will be free of computer viruses or (ii) that Electronic Connections with the CARRIER will be free from harmful effects. It is the CARRIER's responsibility (i) to take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, (ii) to take reasonable steps to prevent harm arising from Electronic Connections, and (iii) to perform any anti-virus scanning, data backup, security, and other precautions reasonably necessary to safeguard against computer viruses, worms, and other intrusive or damaging code (collectively "Computer Viruses") and other threats posed by Electronic Materials and Electronic Connections. Under no circumstances will BROKER or its affiliates be responsible for, and CARRIER hereby waives and releases BROKER and its affiliates from, any liability for any loss or damage caused by Computer Viruses, the CARRIER's receipt of Electronic Materials from BROKER or its affiliates or Electronic Connections between BROKER and its affiliates and the CARRIER.

H: INTERPRETATION. The language used in all parts of this AGREEMENT shall be construed, in all cases, according to its fair and plain meaning. The parties acknowledge that each party and its counsel have had an opportunity to review this AGREEMENT, and that any rule of construction to the effect that ambiguities are to be resolved against the drafter of the agreement shall not be employed in the interpretation of this AGREEMENT.

I: CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

J: 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.

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

L: ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement. IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(Broker)

Chaos Logistics LLC

Address: 555 Moore Rd

Griffin, ga 30223

Signature: 

Title: owner

Printed Name: Cherish Muller

Phone: 470-204-8313

Fax: 800-418-2083

E-mail: cherish@chaoslogistics.com

(Carrier)

Address: _____

Signature: _____

Title: _____

Printed name: _____

Phone: _____

Fax: _____

E-mail: _____

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Chaos Logistics LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/13/2015** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 11/18/2015



A handwritten signature in black ink, appearing to read 'B: P. Kemp'.

Brian P. Kemp
Secretary of State



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

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

SERVICE DATE
August 28, 2019

LICENSE

MC-1056217-B

U.S. DOT No. 3320025
CHAOS LOGISTICS LLC
GRIFFIN, GA

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: 01056217

**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement**

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we, Chaos Logistics LLC
(Name of Broker or Freight Forwarder)

of 555 MOORE RD GRIFFIN, GA 30223-5532,
(Street) (City) (State) (Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association, Inc.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
- In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand

Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

- 8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- 9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
- 10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
- 11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
- 12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective day 28 of August, 2019, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on day 12 of August, 2019.

PRINCIPAL

Chaos Logistics LLC
COMPANY NAME


555 MOORE RD , GRIFFIN
STREET ADDRESS, CITY

GA, 30223-5532, 470-204-8313
STATE, ZIP PHONE

Cherish Muller
(type or print Principal officer's name)


(Principal officer's signature)

Joseph Muller
(type or print Witness' name)


(Witness' signature)

TRUSTEE

Pacific Financial Association, Inc.
COMPANY NAME

12707 High Bluff Dr. Ste. 200, San Diego
STREET ADDRESS, CITY

CA, 92130, 800-595-2615
STATE ZIP PHONE

Daniel J. Larson, CEO
(type or print Principal officer's name and title)


(Principal officer's signature)

Kevin Jackson
(type or print Witness' name)


(Witness' signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ day of _____, _____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Chaos Logistics LLC	
2	Business name/disregarded entity name, if different from above Chaos Logistics LLC	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5	Address (number, street, and apt. or suite no.) See instructions. 585 Moore Rd	Requester's name and address (optional)
6	City, state, and ZIP code GRIFFIN, GA 30223	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	7	-	5	5	7	8	5	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

[Handwritten Signature]

Date ▶ 1-11-2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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