

Carrier Profile

Carrier Name: _____

Address: _____

City: _____

State: _____

ZIP: _____

MC: _____ USDOT: _____

SCAC: _____ FID No: _____

Contact Information

Name: _____

Primary Phone: _____ ext. _____ Office / Cell

Secondary Phone: _____ ext. _____ Office / Cell

Fax: _____

Email: _____

References (minimum of 3 required)

Company Name: _____

Contact Name: _____

Phone: _____

Company Name: _____

Contact Name: _____

Phone: _____

Company Name: _____

Contact Name: _____

Phone: _____

*******NOTE*******

Carrier is required to also provide Proof of Insurance, copy of Authority Letter and W9

CARRIER/BROKER AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between **BRT SpartanNash, LLC**. (“BROKER”) with MC# **222986** and _____ (“CARRIER”) with MC# _____, (collectively, the “PARTIES”).

I.

Recitals

A. **WHEREAS** BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration (“FMCSA”), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

B. **WHEREAS** CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER; and

NOW THEREFORE, intending to be legally bound, BROKER and CARRIER agree as follows:

II.

Agreement

1. **TERM AND TERMINATION.** The Term of this Agreement shall be for one (1) year from the date first set forth above and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.

2. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, “Applicable Law”) to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER’s operations, including, but not limited to, the Federal Motor Carrier Safety Administration (“FMCSA”) of the U.S. Department of Transportation (“DOT”). CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Agreement. In the event that CARRIER receives an unsatisfactory or unfit safety rating, is notified that it may receive an unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed. CARRIER shall be solely responsible for its day to day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.

3. **PERFORMANCE OF SERVICES.**

- (a) CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER’s services. CARRIER or its driver are responsible for determining the appropriate route for transportation. Any route directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such routing directions. So as to allow BROKER to comply with Customer requests regarding shipment status, CARRIER shall provide contact information for any driver transporting cargo pursuant to this Agreement.
- (b) CARRIER’s services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the PARTIES. Regardless of whether they are required by law, in no event shall any provisions of CARRIER’s tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement.

- (c) CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or the entity that has retained BROKER (hereinafter, the "Customer"). Where CARRIER fails to transport a load which CARRIER has agreed to transport, including if CARRIER is one hour or more late to the scheduled pick-up, CARRIER will be responsible for the costs of procuring replacement transportation.
- (d) Any equipment used by CARRIER to transport cargo pursuant to this Agreement shall be used exclusively for such purpose while loaded with Customer cargo, and in no event will property of any other party be loaded on such equipment unless BROKER expressly consents thereto in writing.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. The bills of lading is intended to act as a receipt only. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.**

- (a) CARRIER shall, at its sole cost and expense:
 - i. furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment");
 - ii. pay all expenses related, in any way, with the use and operation of the Equipment;
 - iii. maintain the Equipment in good repair, mechanical condition and appearance; and
 - iv. maintain records of Equipment use which will be provided to BROKER upon request.
- (b) CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Law to perform the services hereunder. CARRIER shall have full control of any personnel used in the provision of motor carrier services hereunder. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, CARRIER shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. CARRIER shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify BROKER prior to acceptance of load.
- (c) CARRIER shall perform the services hereunder as an independent contractor, and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.
- (d) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB"). By entering into this Agreement, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation ("TBR") at 13 C.C.R. § 2025, the Drayage Truck Regulation ("DTR") at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units ("TRU") at 13 C.C.R. § 2477 *et. Seq.*, and the Tractor Trailer Greenhouse Gas ("GHG") regulation at 17 C.C.R. § 95300 *et. Seq.*, and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended

from time to time. CARRIER shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to BROKER upon request. Without limiting the foregoing, if CARRIER operates TRUs in California under this Agreement, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER").

- (e) With respect to transportation governed by regulations of the Food and Drug Administration ("FDA") codified at 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to CARRIER, CARRIER shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined in such regulations. CARRIER is responsible for all sanitary conditions during transport. CARRIER must confirm the vehicle and Transportation Equipment is in appropriate physical condition to transport the goods tendered, and any such Equipment must be dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe. In addition, CARRIER will ensure that all drivers and other personnel used by CARRIER in the performance of transportation operations receive training as required by regulation, including, but not limited to, in potential risks of cross contamination. CARRIER shall be responsible to avoid cross-contamination in loading of Transportation Equipment. CARRIER will maintain records of all cleaning of its Transportation Equipment and will provide such records to BROKER or its Customer upon request.
- (f) In the event CARRIER is requested to transport waste or hazardous materials, CARRIER represents and warrants that it has obtained all necessary federal, state and provincial permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. CARRIER further represents and warrants that: (i) it is in compliance with any and all applicable laws, rules and regulations applicable to such transportation, including, but not limited to 49 C.F.R. Parts 171-178; (ii) all drivers used to transport such shipments have undergone the necessary training requirements of all applicable state, provincial and federal laws; (iii) all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License (or such analogous operator permit as is applicable to such driver) to legally transport such shipments; and (iv) CARRIER is in compliance with any insurance requirements applicable to such operations and CARRIER's commercial automobile liability insurance includes coverage for environmental damage (and clean up). CARRIER acknowledges and agrees that BROKER's sole obligation with respect to requesting services with respect to such shipments is to pass through information (including commodity descriptions and classifications) and documentation (including shipping papers) provided to BROKER by the Customer. BROKER shall have no obligation to independently verify the accuracy of such information or documentation.
- (g) CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.

6. **RATES & PAYMENTS.**

- (a) Unless otherwise stated in a separate Rate Confirmation Agreement, CARRIER will invoice and BROKER will pay the rates and charges set forth in Appendix A, for transportation services performed under this Agreement. Appendix A can be supplemented or revised only by written agreement signed by both PARTIES. The Rate Confirmation Agreement shall be in a form provided by and acceptable to BROKER.
- (b) In no event will CARRIER be paid for accessorial charges related to detention or layover unless CARRIER has arrived at the origin or destination location at or before the schedule appointment and has provided notice to BROKER at least one (1) hour prior to such charge accruing. In no event will CARRIER be paid for any other accessorial services unless CARRIER: (i) provides notice to BROKER of provision of accessorial services within 72 hours of delivery; and (ii) submits proof acceptable to BROKER of CARRIER's performance of such services.

- (c) In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate Rate Confirmation Agreement, the PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate of the PARTIES for the services provided, unless such rate is objected to by CARRIER in writing within 10 days of payment by BROKER.
- (d) CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement (including appendices hereto) or in any Rate Confirmation Agreement provided by BROKER.
- (e) CARRIER will send invoices to BROKER. Unless CARRIER has signed Appendix D to this Agreement regarding BROKER's Quick-Pay program (in which case, the provisions of Appendix D shall govern payment terms to the exclusion of the provisions herein), payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. As a condition to payment, which pursuant to this paragraph or Appendix D, CARRIER shall provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery. CARRIER's failure to provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to BROKER for any and all revenues that are uncollected by BROKER because of CARRIER's failure to provide needed support paperwork to BROKER.
- (f) CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer unless BROKER, in its sole discretion, expressly authorizes CARRIER in writing to collect from any such party, in which case, CARRIER's sole recourse will be against such party. Upon receipt of payment by BROKER, any right of CARRIER to payment from the Customer or any other third-party for services performed will be automatically assigned to BROKER.
- (g) CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay.
- (h) CARRIER shall submit all freight bills, bill of landing with clear delivery receipt and any other necessary billing documents within 120 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

8. **FREIGHT LOSS, DAMAGE OR DELAY.**

- (a) CARRIER shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify BROKER immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event CARRIER becomes aware that applicable delivery schedules will not be met.
- (b) CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any and all goods or property tendered to CARRIER pursuant to this Agreement from the time the shipment is tendered to CARRIER until delivery.
- (c) CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon BROKER by the cargo claimant, except that CARRIER's full value liability shall not exceed \$100,000 (U.S. Dollars) per shipment unless agreed upon in writing by the PARTIES (such agreement may, but need not necessarily, take the form of a declared value declaration). No other limitation of liability shall apply unless specifically agreed to in writing by BROKER prior to CARRIER's receipt of the specific shipments to which such limitation applies, and BROKER's agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to CARRIER.
- (d) BROKER or its Customer may request that CARRIER accept a higher maximum liability. In such an event, the increased valuation will be stated in a separate Rate Confirmation Agreement or on the bill of lading. CARRIER's acceptance of the load shall evidence CARRIER's acknowledgement that CARRIER agrees that it will be liable for the increased valuation (of the full value of the goods, whichever is less), and that CARRIER agrees to maintain cargo insurance up to the full amount of such valuation. Upon request, CARRIER will provide BROKER or Customer evidence of such increased cargo insurance limits, which insurance will comply with the provisions of this Agreement governing cargo insurance.
- (e) CARRIER waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. CARRIER shall pay to BROKER or its Customer, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to BROKER or its Customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's undisputed claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction.
- (f) CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
- (g) Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay. Without limiting CARRIER's contractual liability to BROKER hereunder, CARRIER acknowledges and agrees that BROKER may, in its sole discretion, but is not required, to pursue claims for cargo loss and damage on behalf of its Customer, and in such instances is not required to obtain an assignment of claim from its Customer in order to pursue such a claim.

9. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance (“AL”) covering all owned, non-owned, and hired vehicles (including any Trailers provided by BROKER or its Customer as addressed below) with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.
- (b) Commercial General Liability (“CGL”) Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$750,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER’s contractual liability under this Agreement.
- (c) All Risk Broad Form Motor Truck Cargo Legal Liability (“Cargo”) insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.
- (d) Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state law.
- (e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER shall be named as an additional insured on CARRIER’s CGL and AL policies, and as a loss payee on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER’s consultant, or Customer with copies of the applicable insurance policies.

10. **INDEMNITY.** CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD BROKER, ITS CUSTOMER, AND EACH OF THEIR AFFILIATED ENTITIES HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE, ANY AND ALL DIRECT OR INDIRECT LOSS, LIABILITY, DAMAGE, CLAIM, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY CARRIER, ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY, THE “CLAIMS”), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND CARRIER’S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT; PROVIDED, HOWEVER, THAT CARRIER’S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE PARTY TO BE DEFENDED, INDEMNIFIED OR HELD HARMLESS. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS’ COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER’S OBLIGATIONS UNDER THIS PROVISION.

11. **HANDLING, LOADING AND SEALING.**

- (a) CARRIER will comply with handling instructions provided by the shipper, consignor or consignee (including such instructions that may be passed through to CARRIER by BROKER) including, but not limited to, compliance with requirements related to transportation of temperature controlled shipments. Without in any way limiting the generality of the foregoing, CARRIER shall ensure that any shipments requiring controlled temperature transit are maintained at all times within required temperature ranges.

- (b) If goods are tendered to CARRIER and a reasonable person would understand that the goods require controlled temperature transportation, and CARRIER has not been provided instructions regarding controlled temperature goods, CARRIER shall request and obtain such instructions prior to loading the goods. If CARRIER receives contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.
- (c) With respect to shipments with respect to which controlled temperature service is being provided, CARRIER shall pre-cool the trailer to the required temperature prior to loading, shall ensure that the refrigeration unit is properly functioning, fueled, and set to continuous run. All such equipment will be equipped with temperature monitoring capable of providing a downloadable report showing trailer temperature at all times during transit. CARRIER shall maintain such reports for no less than one (1) year from the date of delivery and shall provide them upon request of BROKER or its Customer.
- (d) Unless a shipment is loaded and sealed prior to arrival of CARRIER personnel, and the bill of lading bears a "Shipper Load and Count" or "SLC" designation, the manner of loading and securing freight upon Equipment shall be the sole responsibility of CARRIER and shall be accomplished in accordance with all Applicable Law. With respect to unsealed loads loaded prior to CARRIER's arrival, CARRIER shall be obligated to inspect such loading prior to departing. CARRIER represents that each driver utilized by it shall be competent to manage the loading and transportation of the goods subject to this Agreement.
- (e) CARRIER shall secure all trailers with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal. In the event of multiple stops in transit, CARRIER will reapply a new serialized seal at each stop, and will maintain a record of each seal on the bill of lading.
- (f) In the event that law enforcement personnel require that CARRIER break any seal on any shipment, CARRIER shall document such fact on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, CARRIER personnel shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, CARRIER shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate such fact to BROKER and, if not BROKER, the consignee of the shipment.
- (g) Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342(i), and its implementing regulations. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.
- (h) With respect to organic cargo, CARRIER will comply with the additional handling instructions set forth in Appendix B to this Agreement as amended by BROKER from time to time.

12. **CONFIDENTIALITY AND NON-SOLICITATION.** CARRIER shall maintain records related to shipments transported under this Agreement, and with respect to shipments consisting of food, shall also obtain records related to prior shipments transported in the same equipment, for a period of not less than three (3) years from the date of delivery. CARRIER shall provide such records to BROKER upon request, and regardless of whether this Agreement remains in effect at the time of such request. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the for-hire motor carrier authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying carrier directly, which payment will relieve BROKER of any and all payment obligations to CARRIER with respect to such load.

14. **BROKER'S RECORDS.** CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of BROKER to enforce such obligations.

15. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of BROKER, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto. In addition, Customers are express intended third party beneficiaries of this Agreement.

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

17. **WAIVER.** CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein.

18. **NOTICE.** All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery, or sent by telecopy with a duplicate copy sent by first class mail, postage prepaid, as follows:

If to Carrier: _____

If to Broker: BRT SpartanNash, LLC
5752 Wheeler Rd
Indianapolis, IN 46216

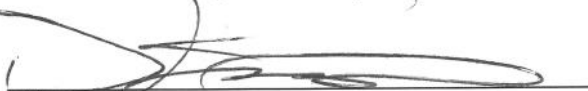
19. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Indiana. In the event of any disagreement or dispute, the laws of Indiana shall apply except to the extent superseded by applicable federal law. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Indiana, the PARTIES hereby agree to the exclusive jurisdiction such courts, and waive any defenses to venue in or personal jurisdiction of such courts. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein. Except as expressly set forth in an Appendix hereto authorizing BROKER to revise such Appendix upon notice, this Agreement may not be changed, waived, or modified except in writing signed by both Parties.

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

BROKER: BRT SpartanNash, LLC

CARRIER: _____



Signature: _____

Printed: David Frizzell

Printed: _____

Title: SVP, BRT Logistics Solutions

Title: _____

Date: _____

Date: _____

Address: 5752 Wheeler Rd

Address: _____

Indianapolis, IN 46216

Phone: (317) 600-2300

Phone: _____


FID No: 81-4584683

FID No: _____

APPENDIX A

1. Rates. In accordance with Paragraph 6 of the Agreement, the rates applying to the transportation services to be provided pursuant to the Agreement are set forth below:

BROKER: ~~BRT Spartan Nash, LLC~~


Printed: David Frizzell
Title: SVP, BRT Logistics Solutions
Date: _____

CARRIER: _____

Signature: _____
Printed: _____
Title: _____
Date: _____

APPENDIX B

Handling Requirements Applicable to Organic Product

Effective March 7th, 2018

Without limiting any other obligations of the CARRIER imposed by the Agreement or by Applicable Law, CARRIER warrants and represents that it will comply with the following obligations when handling or transporting certified organic product:

- All trailers and equipment used in the transportation of organic product are cleaned and maintained to meet all federal requirements.
- All trailers and equipment used in the transportation of organic product are cleaned with heated, pressurized water.
- All trailers and equipment used in the transportation of organic product are cleaned without the use of synthetic chemicals which may compromise the integrity of organic products.
- All trailers and equipment used in the transportation of organic product are free of contaminants, odors and substances which could compromise the product.
- All drivers / dispatchers are aware that organic and non-organic products cannot be commingled and cannot physically touch non-organic product.
- All trailers, equipment and cargo are regularly inspected to ensure that the integrity' of organic and other products are not compromised during transit.

BROKER may revise this Appendix upon written notice provided to CARRIER in which case, the updated Appendix will apply to any services rendered after the Effective Date noted on such updated Appendix.

APPENDIX C

Com Check Policy

Only sign if electing to participate

By signing this Appendix, CARRIER authorizes BROKER to issue an advance of charges owing to CARRIER to CARRIER or to the driver indicated to BROKER as being assigned to the load in question. Any such advance will be issued via com-check and will be subject to the rules set forth in this Appendix.

1. BROKER may accept or reject any request for an advance in its sole discretion. In no event will any advance be made unless BROKER has confirmed that the load in question has been picked up at origin.
2. CARRIER will be responsible to reimburse BROKER in accordance with this Appendix for any and all amounts advanced by BROKER on loads assigned to CARRIER regardless of whether CARRIER approves the request for an advance.
3. Advances will range from \$100 to \$500 per load (but in any event, will not exceed \$500 per day), but will not exceed 40% of the underlying freight charge.
4. CARRIER is responsible for payment of the amount of any advance plus applicable fees. CARRIER will be assessed a fee of \$15 per com check. BROKER may, in its discretion, offset the amount of any advance, plus applicable fees, against any amounts due and owing to CARRIER, regardless of whether such amounts relate to the load with respect to which an advance has been made.

BROKER: BRT SpartanNash, LLC


Printed: David Frizzell
Title: SVP, BRT Logistics Solutions
Date: _____

CARRIER: _____

Signature: _____
Printed: _____
Title: _____
Date: _____

APPENDIX D

Quick Pay Program

Only sign if electing to participate

By signing below, CARRIER opts in to BROKER's Quick Pay Program. By selecting Quick Pay, CARRIER agrees to a 3% discount on any amounts otherwise due and owing to CARRIER with respect to services rendered by CARRIER pursuant to the Agreement. If CARRIER has assigned its right to receive payment to a third party, CARRIER is not eligible for Quick Pay.

The following conditions apply to the Quick Pay program. If CARRIER fails to meet the conditions set forth herein, BROKER may, in its sole discretion, pay CARRIER pursuant to the payment terms set forth in the Agreement.

- CARRIER must provide an invoice, a legible copy of Proof of Delivery (POD), and signed load confirmation containing all agreed charges within ten (10) days of full and complete delivery. Acceptable proof of Delivery is copy of the Bill of Lading signed by an authorized representative of the consignee or receiver. Facsimiles are acceptable provided they are emailed to Quickpay@brtls.com.
- Quick Pay is not available with respect to any load where an exception has been noted at the time of delivery, including any indication of cargo loss, damage or delay.

If the requirements set forth above are met, and CARRIER otherwise qualifies for Quick Pay, BROKER will pay CARRIER's invoice within three (3) business days of BROKER's receipt of all required information.

By signing below, CARRIER elects to participate in BROKER's Quick Pay Program. CARRIER may terminate participation in the Quick Pay Program by providing written notice which must be received by BROKER no less than twenty (20) days prior to the date on which CARRIER requests termination of its involvement in the Quick Pay Program.

If you would like to sign up for Quick Pay, please check the delivery method and sign below

_____ USPS (regular mail) no additional cost beyond the 3%.

_____ FedEx next day. There will be an additional charge of \$30.00 beyond the 3%.

BROKER: BRT SpartanNash, LLC



Printed: David Frizzell
Title: SVP, BRT Logistics Solutions
Date: _____

CARRIER: _____

Signature: _____
Printed: _____
Title: _____
Date: _____