

**Diesel Express Logistics, Inc.,**  
**Standard Broker-Motor Carrier Contract Agreement**

This Standard Broker-Motor Carrier Contract Agreement ("Agreement") is entered into and effective as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Diesel Express Logistics, Inc. ("Broker"), with its principal place of business at 6341 B Highway 15, Blue Mountain, MS 38610, and \_\_\_\_\_

\_\_\_\_\_ ("Carrier"), with its principal place of business at \_\_\_\_\_.

Broker is a duly licensed property broker, License No. MC442997 (a copy of which is attached hereto and made a part hereof) authorized by its customers ("Shipper" or "Shippers") as their agent to arrange for transportation of shipments by entering this contract, tendering freight to carriers, and receiving and transmitting payment of freight charges.

Carrier warrants that it is an asset-based, for-hire carrier qualified, insured and authorized, License No. \_\_\_\_\_, to transport shipments in interstate and foreign commerce.

Broker desires to tender to Carrier and Carrier desires to transport shipments subject to the terms and conditions of this Agreement and the unique and special needs of Broker and Shipper, and the Parties therefore agree as follows:

1. **Duration and Application.** This Agreement is for the period of one year following execution and shall be automatically renewed for one year on each anniversary date, unless terminated in writing. Either party may terminate this Agreement on 15 days written notice. Broker may terminate this Agreement immediately upon Carrier's breach of any terms or obligations herein. In the event Carrier's operating authority is suspended, terminated or revoked for any reason, this Agreement shall immediately terminate. Carrier shall immediately notify Broker of such termination, shall not accept or request any freight from Broker, and shall not assess any freight or other charges against Broker following the time of such suspension, termination or revocation. The terms of this Agreement and any mutually agreed upon signed written addendum shall govern all shipments tendered by Broker to Carrier.
2. **Governing Rules and Publications.** All shipments moving under this Agreement shall be subject to the terms and conditions of the Standard Truckload Bill of Lading, incorporated by reference. Carrier is to be named on the bill of lading as the carrier of record and any term or provision on a bill of lading or other document inconsistent with this provision is void and unenforceable. In the event of a conflict between the terms of any bill of lading and the terms of this Agreement, the terms of this Agreement shall control. Carrier's services shall not be subject to any carrier tariff or service conditions, and no such documents shall apply. Accessorial charges, if any,

Broker's Initials:

Carrier's Initials:

February 2017

shall be set forth in a mutually agreed upon signed written addendum. Carrier agrees that the rates and charges described herein in Section 3 are the only rates and charges to be paid by Broker. The terms of each shipment accepted by Carrier shall be evidenced by Broker's Load Tender or Rate Confirmation Sheet issued by Broker which shall be considered a part of this Agreement and binding on both parties; written authorization is not needed to bind Carrier to the terms of the Load Tender or Rate Confirmation sheet and Carrier's acceptance of the terms and conditions in Broker's Load Tender or Rate Confirmation sheet shall be evidenced by Carrier's acceptance of the shipment or full or partial performance.

3. **Compensation for Services.**

- a. Carrier shall be compensated for the transportation services it provides based upon mutually acceptable rates and accessorial charges set forth in a mutually agreed upon signed written addendum, the Broker's Load Tender or Rate Confirmation Sheet, or as otherwise confirmed in writing or by facsimile transmission. Broker will only pay additional charges if such charges are agreed to in writing by an authorized representative of Broker and Broker is able to collect the charges from Shipper. Carrier must inform Broker within 24 hours of any unplanned accessorial or other additional charges incurred.
- b. In the event there is no Load Tender or Rate Confirmation Sheet, signed addendum, or other written rate confirmation for a specific shipment, or in the event Carrier disputes that any such rate applies to a specific shipment, the rate shall be computed on the basis of \$1.00 (USD) per loaded mile, including fuel surcharge. This rate includes a single pickup and single delivery; any additional pickups and/or deliveries shall be paid by Broker to Carrier at a rate of \$50.00 (USD) per each additional stop. The mileage shall be determined and governed by the Mileage Guide then in use by Broker.

4. **Compliance with Law.** Carrier shall comply with all federal, state and local laws, including but not limited to laws governing the safe operation of commercial vehicles, insurance, and employment laws. Carrier warrants that its equipment is maintained in good order and is suitable for the transportation of the shipments tendered to it. Carrier agrees to defend, hold harmless, and indemnify Broker and Shipper from and against all fines, penalties and liabilities resulting from Carrier's failure to comply with all applicable laws, rules, regulations and ordinances. Carrier warrants that it does not have a safety rating of "Unsatisfactory" from the DOT, is fully compliant with the CSA 2010 program, does not have an unfit suspension, shall promptly and properly address any noncompliance in any BASICS categories, is authorized to provide the proposed services, and is in compliance with all applicable laws. Carrier shall

immediately notify Broker and Shipper of any failures to meet any of the above criteria during the term of this Agreement.

5. **Insurance and Financial Responsibility.**

- a. Carrier warrants that it maintains the following insurance and shall immediately notify Broker and Shipper if it fails to meet the following requirements: motor carrier automobile public liability insurance for personal injury and property damage insurance (\$1,000,000.00 minimum per occurrence or \$5,000,000.00 if transporting hazardous materials), cargo insurance (\$100,000.00 minimum per occurrence), comprehensive commercial general liability insurance (\$1,000,000.00 minimum per occurrence), and workman's compensation insurance as required by state law.
- b. Prior to commencing any services hereunder and at least on an annual basis thereafter, Carrier agrees to cause its insurance carrier(s) to forward proof of compliance with this Subsection b and Carrier shall furnish Broker with certificates of insurance and additional insured endorsements naming Broker as an additional insured and certificate holder, including a provision that Broker will receive thirty (30) days' written notice prior to expiration, cancellation, or material change of any of the coverage required above. In the event such notice is not given, Carrier shall be liable for all resulting damages. Nothing contained herein shall be construed to limit Carrier's liability to the insurance limits set forth herein.
- c. Carrier's cargo insurance coverage must not exclude any of the following: theft, fire, hijacking, unattended vehicles, hazardous materials (if Carrier will be hauling hazardous materials), consumer electronics, clothing, footwear, computer and computer components, and mechanical breakdown of a refrigeration unit (if Carrier will be providing any services with refrigerated equipment). Nothing in this Agreement shall be construed to avoid or limit Carrier's liability due to any exclusion or deductible in any insurance policy.

6. **Payment of Freight Charges.** Upon delivery of each shipment, Carrier shall submit its invoice together with a copy of the proof of delivery to Broker as agent for Shipper. Broker in turn will invoice its customer for the Carrier's freight charges and its brokered services. Broker will pay undisputed invoices within 30 days of receipt of Carrier's invoice provided all necessary documentation, including but not limited to the original bill of lading showing delivery without loss, damage or delay, has been provided to Broker. Any claim for overcharges, nonpayment, underpayment or undercharges must be filed within 180 days of the date of initial invoice, and any lawsuit or other proceeding thereon must be filed within 18 months from the date of delivery of the shipment. Carrier waives and forfeits all right to collect charges not

Broker's Initials:

Carrier's Initials:

February 2017

invoiced within one hundred eighty (180) days of delivery of the shipment. Carrier agrees to look solely to Broker for payment and shall not make any demand upon Shipper for payment. Shipper is a third party beneficiary of this agreement. Broker shall have the right to offset payments owed to Carrier upon a claim by Broker or Shipper regarding overcharges, duplicate payments, loss/damage/delay claims, or other charges owing to Broker from Carrier. Carrier waives all rights to any claim for a lien on the shipments.

7. **Cargo Liability and Claims.** Carrier shall be liable for cargo loss, damage and delay in accordance with federal law (including 49 U.S.C. 14706) with respect to all shipments. Carrier shall be liable for the full actual loss, including any charges, expenses, and chargebacks resulting from late delivery. No released value, released rate, or limitation of liability shall be applicable to Carrier's performance of its obligations pursuant to this Agreement. Carrier shall not dispose of any freight or salvage any freight without the express written consent of Broker. Cargo claims will be filed in accordance with 49 C.F.R. 370. Carrier must pay, decline, or offer settlement on all claims within 60 days of the date the claim was filed with Carrier. If a shipment is rejected for any reason, Broker has the option to either have Carrier place the shipment in storage at Carrier's expense or have Carrier return the shipment to the point of origin or other destination specified by Broker at Carrier's expense. Should Carrier be unable to complete timely delivery as agreed, Broker may take whatever steps necessary to have the shipment completed and Carrier shall be responsible for all costs and expenses incurred by Broker or Shipper in doing so.
8. **Indemnification.** Carrier shall defend, indemnify and hold Broker and Shipper harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which Broker or Shipper may be subjected, on account of bodily injury to persons (including injury resulting in death) and loss of or damage to property (including cargo), violation of law, violation of the terms of this Agreement, selection of Carrier and/or selection of a driver, or any other claim arising out of or in connection with the transportation of property under this Agreement by Carrier or its employees, contractors, subcontractors or agents.
9. **Governing Law.** This Agreement is made pursuant to 49 U.S.C. 14101(b). All duties and obligations of Carrier as specified in federal statutes and regulations shall apply unless expressly waived in writing. This Agreement shall be subject to and interpreted in accordance with the laws of the United States and the state of Mississippi, with the exception of any conflicts of law rules of the state of Mississippi. Carrier and Broker further agree and consent to the exclusive jurisdiction of the State and Federal courts with venue in Tippah County, State of Mississippi, in any action to interpret or enforce this Agreement.

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Carrier's Initials:

February 2017

10. **Notices.** All notices required by this Agreement shall be served upon the following by certified United States Mail, return receipt requested, postage prepaid or by nationally recognized overnight courier.

Carrier	Broker
Name _____	Name Diesel Express Logistics, Inc.
Street _____	Street 6341B Highway 15 North
City _____	City Blue Mountain
State _____	State Mississippi
Zip _____	Zip 38610

11. **No Back Solicitation.** Carrier agrees to recognize Broker as the exclusive agent for the Shippers. Carrier shall not directly or indirectly back solicit any Shipper whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay Broker a 15% commission on all traffic handled in violation of this covenant for a period of one year following termination of this Agreement. Carrier shall also be liable for any and all costs, expenses and attorneys' fees incurred by Broker in enforcing this provision.
12. **Equipment.** Carrier, at its sole cost and expense, shall employ only competent and legally licensed personnel for the performance of services hereunder. Carrier will not provide equipment which has been used to transport garbage, refuse, waste, or hazardous wastes (solid or liquid), regardless of whether they meet the definition in 40 C.F.R. §261.1 et seq.
13. **No Brokering.** Carrier shall transport all shipments on equipment operated under its own operating authority and shall not in any manner subcontract, broker, or tender any shipment to any third party. Should Carrier violate this provision, Carrier shall remain fully liable and subject to all obligations under this Agreement as if Carrier had transported the Shipment; any limitations of liability contained in this Agreement shall be vitiated, and Carrier shall reimburse Broker for its full actual loss. Broker shall have the option of paying any such subcontractor directly, and Carrier shall forfeit any right to payment for the shipment. Broker shall have the option to terminate this Agreement immediately as well as any other rights and remedies available to Broker under this Agreement or at law.
14. **Waiver.** Failure by Broker to enforce any provision of this Agreement does not constitute a waiver of any rights or remedies under this Agreement.

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Carrier's Initials:

February 2017

15. **Captions.** The captions set forth in this Agreement are for convenience only and shall not be considered a part of this Agreement nor affect in any way the meaning of the terms and provisions hereof.
16. **Severability.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
17. **Entire Agreement.** This Agreement together with its Load Tender and rate confirmation sheets, appendices, and schedules constitutes the complete and entire agreement between the parties. This Agreement supersedes all prior agreements and/or understandings, whether written or oral, between the parties.
18. **Independent Contractor.** Carrier shall perform all services hereunder as an independent contractor and no provision of this Agreement shall be construed to imply any joint venture, partnership, agency, employment or other relationship. Carrier shall provide sole supervision of, shall be solely liable for, and shall have exclusive control over its personnel and subcontractors.

### **Carrier Service Requirements**

*Carrier hereby agrees to fulfill transportation services for Broker customers. As the carrier, you agree to the following terms:*

1. Carrier must notify Broker prior to pick up or delivery if truck is going to be late.
2. All special instructions on dispatch letter must be performed with the existing negotiated rate.  
  
Any accessorial charges must be approved by Broker prior to occurrence.
3. Cargo must be inspected by Carrier at pick-up and delivery, unless pre-sealed by the customer or a drop and hook.
4. The carrier must review the Bill of Lading to ensure all terms are met/delivered. Any variances must be noted on the Bill of Lading.
5. A signed Bill of Lading must be furnished with carrier invoice to receive payment.
6. Overages, shortages, and damages must be reported to Broker while Carrier is still at the customer delivery location.

Broker's Initials:

Carrier's Initials:

February 2017

IN WITNESS WHEREOF, the parties hereto represent and warrant that they have the authority to execute this Agreement and have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_ (am/pm) and same shall be considered binding upon both parties and shall remain in full force and effect unless and until terminated according to the terms of this agreement.

Broker:

Diesel Express Logistics, Inc.

6341B Highway 15 North

Blue Mountain, MS 38610

Phone: 662-815-5000

Carrier:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax:

\_\_\_\_\_

Email:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Broker's Initials:

Carrier's Initials:

February 2017

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)  
**Diesel Express Logistics, Inc.**

Business name, if different from above

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**6341 B Hwy 15**

City, state, and ZIP code  
**Blue Mountain, MS 38610**

List account number(s) here (optional)

Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number  
**02-0642792**

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **11/01/2013**

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



22-2602 17:57 FROM: DON NORMAN ASSOCIATE 12022531738 TO: 12022531738



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

400 15th Street SW  
Washington, DC 20004

SERVICES DATE  
November 25, 2002

**LICENSE**  
**MC-442897-B**  
**DIESEL EXPRESS LOGISTICS, INC.**  
**RIPLEY, MA**

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.

*Terry Shelton*

Terry Shelton, Director  
Office of Data Analysis & Information Systems

# FMCSA Motor Carrier

USDOT Number: **2229900**  
Docket Number: **MC442997**  
Legal Name: **DIESEL EXPRESS LOGISTICS, INC.**  
DBA (Doing-Business-As) Name



## Addresses

Business Address: **111 FOREST GATE CIRCLE  
RIPLEY, MS 38663**  
Business Phone: **(662) 837-2493** Business Fax:  
Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: **NO**

## Authorities

Common Authority:	<b>NONE</b>	Application Pending:	<b>NO</b>	
Contract Authority:	<b>NONE</b>	Application Pending:	<b>NO</b>	
Broker Authority:	<b>ACTIVE</b>	Application Pending:	<b>NO</b>	
Property:	<b>YES</b>	Passenger:	<b>NO</b>	Household Goods: <b>NO</b>
Private:	<b>NO</b>	Enterprise:	<b>NO</b>	

## Insurance Requirements:

BIPD Exempt:	<b>NO</b>	BIPD Waiver:	<b>NO</b>	BIPD Required:	<b>\$0</b>	BIPD on File:	<b>\$0</b>
Cargo Exempt:	<b>NO</b>			Cargo Required:	<b>NO</b>	Cargo on File:	<b>NO</b>
BOC-3:	<b>YES</b>			Bond Required:	<b>YES</b>	Bond on File:	<b>YES</b>

Blanket Company: **SERVICE OF PROCESS AGENTS, INC.**

## Comments:

### Active/Pending Insurance:

Form: <b>84</b>	Type: <b>SURETY</b>	Posted Date: <b>10/01/2013</b>
Policy/Surety Number: <b>1000977134</b>	Coverage From: <b>\$0</b>	To: <b>\$75,000*</b>
Effective Date: <b>10/01/2013</b>	Cancellation Date:	

Insurance Carrier: **AMERICAN CONTRACTORS INDEMNITY COMPANY**  
Attn: **ICC BROKER - RENEWAL DEPARTMENT**  
Address: **601 S. FIGUEROA STREET, SUITE 1600  
LOS ANGELES, CA 90017 US**  
Telephone: **(310) 649 - 0990** Fax: **(310) 649 - 0033**

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

# FMCSA Motor Carrier

USDOT Number: **2229900**  
 Docket Number: **MC442997**  
 Legal Name: **DIESEL EXPRESS LOGISTICS, INC.**  
 DBA (Doing-Business-As) Name



## Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Received:	Rejected:		
Rejected Reason:					

## Insurance History:

Form: <b>85</b>	Type: <b>TRUST FUND</b>	Coverage From:	\$0	To:	\$10,000 *
Policy/Surety Number:		Effective Date From:	<b>10/31/2002</b>	To:	<b>10/01/2013</b>
		Disposition:	<b>Replaced</b>		

Insurance Carrier THE PEOPLES BANK  
 Attn: RICKEY SETTLEMIRE, EVP  
 Address: P.O. BOX 419  
 RIPLEY, MS 38663 US  
 Telephone: (662) 837 - 8191 Fax:

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

## Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	11/25/2002

## Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3
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## Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason
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**Credit References for Diesel Express Logistics subsidiary of Big M  
Transportation**

**Barfoot Carriers  
PO BOX 513  
Ripley, MS 38663  
662-837-3705**

**Action Transport  
PO BOX 402207  
Atlanta, GA 30384  
662-842-5129**

**Cooper Truck Lines  
PO BOX 699  
Holly Springs, MS  
662-252-5505**

**Cotton Plant Transportation  
626 Sam Barkley Dr  
New Albany, MS 38650  
662-534-2549**

**Diamond G  
304 Dalton Lane  
Pontotoc, MS 38863  
662-844-3030**