

Place to Place Logistics, Inc. d/b/a P2P Logistics
Broker/Carrier Agreement

This Broker/Carrier Agreement (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 20 ____ by and between Place to Place Logistics, a Florida corporation with offices located at 9321 US Hwy 331 S, Defuniak Springs FL, 35435, hereinafter referred to as "Broker" and _____, a _____ (state) Corporation with offices at _____ (address) hereinafter referred to as "Carrier".

WITNESSETH:

WHEREAS, CARRIER represents that it is a contract carrier of property, authorized by MC- _____ (copy of which is attached hereto and made a part hereof and which CARRIER warrants is currently valid and in full effect) to provide transportation of property to meet the distinct needs of Broker and is engaged in the business of hauling and transporting freight by motor vehicle and is desirous of retaining the services of Broker to obtain such goods and merchandise for transporting as are offered by Broker; and,

WHEREAS, Broker represents that it is actively engaged in the business of soliciting goods and merchandise for transportation on behalf of CARRIER and other providers of motor vehicle transportation,

NOW, THEREFORE, in consideration of the promises and the mutual covenants herewith contained, it is hereby agreed as follows:

1. CARRIER hereby acknowledges that nothing is more important to the execution of the agreement here entered into than the safe, compliant transportation of the property anticipated to be tendered. To that end CARRIER specifically and knowingly acknowledges that any violation of the safety and loading policies and procedures of the customer or of the

applicable state or federal size, weight or securement regulations by its drivers shall constitute a material breach of this agreement.

Authorized Carrier Representative _____

2. CARRIER hereby retains the services of Broker as its agent for the solicitation of freight available for transportation by motor vehicle with full power and authority to act in CARRIER'S behalf for the sole purpose of securing such freight and accepting payment on behalf of CARRIER for agreed transportation. CARRIER authorizes Broker to invoice shipper, receiver, consignor or consignee for freight charges as an agent for and on behalf of CARRIER. Broker is hereby authorized to retain any amount over the charges agreed to with the CARRIER as its commission and fee. Payment for the freight charges to Broker shall relieve shipper, receiver, consignor or consignee of any liability to the CARRIER for nonpayment of charges. Should Broker default in its obligation to CARRIER however CARRIER agrees to first proceed against Broker's bond. Such action notwithstanding CARRIER may then proceed against any party to the transaction provided it first provides ten (10) days written notice to Broker of its intent to do so. In the event, however, that the shipper, receiver, consignor or consignee responsible for the payment of the invoiced freight charges shall make a general assignment for the benefit of creditors or file a petition for an order of relief under the United States Bankruptcy Code before payment of such invoiced freight charges, CARRIER agrees that it and not Broker, shall pursue its rights of claim or collection against such shipper, receiver, consignor or consignee, and that in such case, CARRIER shall have no rights against Broker for all or any part of the freight charges or the charges otherwise due CARRIER under this agreement.

Broker and its customers shall have the right to audit the safety practices of CARRIER including records, equipment conditions, substance abuse control and employee training and performance.

CARRIER shall not solicit traffic 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) where the traffic of the shipper, consignor, consignee or customer of Broker was first tendered to CARRIER by Broker. If CARRIER breaches this agreement and "back solicits" Broker's customer and obtains traffic from such a customer or customers, Broker is then entitled, for a period of fifteen (15) months after the involved traffic begins to so move, to a commission from CARRIER of fifteen (15%) percent of the transportation revenue received on the movement of the traffic.

3. CARRIER agrees that all general commodities between points in the U.S. which are tendered by Broker and accepted by CARRIER for transportation from time to time during the life of this agreement, shall be transported by CARRIER under the terms, provisions and conditions of the Agreement. It is hereby expressly agreed by the parties that the terms of this Agreement shall govern each and every such shipment without designation and shall supersede any terms and conditions on bills of lading.

4. Compensation: CARRIER, exercising its sole judgement, shall determine if the rate offered is acceptable and shall affirmatively accept or reject the load. As full compensation for the services provided by CARRIER pursuant to the terms and conditions of this contract, Broker shall pay CARRIER in accordance with the rates and charges as provided in this Agreement. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed but such oral contract shall be reduced to writing and signed by the parties prior to actual movement of freight by CARRIER. Signed written agreements may be transmitted between the parties electronically or by US Mail.

5. CARRIER agrees, upon receipt of the commodity under the terms of this agreement from shippers designated by Broker, to issue receipts and bills of lading to the respective consignors of such goods in compliance with the term of this Agreement and the federal, state or local rules and regulations applicable to the transportation. Such receipts and bills of lading will be exclusive evidence of the receipt of such goods by CARRIER in order and condition unless otherwise specifically noted on the face thereof.

6. Broker agrees to arrange for tendering loads to CARRIER under the terms of this Agreement, but Broker shall not be obligated to tender all freight it has available to CARRIER. CARRIER, at its discretion hereby agrees to accept for transportation all lawful shipments of the above described commodities and agrees to transport such commodities to the destination or destinations designated by Broker. In the event the CARRIER is unable to supply transportation service for an accepted shipment it shall immediately notify Broker. This shall not be a breach of the terms of the Agreement.

7. CARRIER agrees upon tender of commodities pursuant to this Agreement to transport such commodities to the specified destination with all reasonable dispatch. CARRIER hereby represents and warrants that it shall be liable and does hereby assume any and all liability for loss, destruction, theft or damage of cargo (and delay when timeliness is specifically acknowledged in writing) of whatever nature arising from the transportation of any and all loads of freight arranged by Broker while being transported by CARRIER arising from CARRIER'S negligence or failure to perform the transportation tendered by Broker and accepted by CARRIER. CARRIER will indemnify and hold Broker harmless for any claims arising there from or for any violations by CARRIER of this Agreement. CARRIER represents that its operations will comply with all laws and regulations and CARRIER will indemnify and hold Broker harmless for any such violations by CARRIER including but not limited to violations of the federal cargo securement regulations pertaining to loads of freight tendered by CARRIER under this Agreement.

8. CARRIER further covenants and agrees to indemnify and hold harmless Broker and its Customers from and against any and all loss, damage, injury and/or claims arising from the breach of the representations and warranties set forth in this Agreement and for the same asserted by any and all persons, including the employees, contractors or agents of CARRIER which arise from the negligent action of or failure to act by CARRIER in connection with the

carriage of any and all commodities under the Agreement. CARRIER also agrees to procure and to keep and maintain in full force and effect at its own expense in accordance with the terms set forth in this Agreement, Cargo Insurance on all merchandise carried hereunder, Property Damage/Public Liability Insurance on all motor vehicles of CARRIER used in transporting commodities under this Agreement and Worker's Compensation Insurance covering all its employees (if any) providing services hereunder.

Cargo claims, which may be filed either by the consignor, the consignee or Broker shall be handled in accordance with the regulations codified at 49 CFR 1005 or their equivalent. Broker reserves the right to offset payments due CARRIER should carrier fail to comply with the requirements of the regulations. Payments to CARRIER may also be offset in order to pay fees or charges levied by a customer or a customer's shipper or consignee for late delivery appointments, missed delivery appointments, or failure to deliver freight.

If CARRIER offers a service and/or a rate to a business other than Broker that results in a better service or lower cost and such service and/or rate is on traffic under essentially similar movements than CARRIER shall offer the same provisions to Broker under this Agreement. The provisions of this Agreement shall not require CARRIER to breach obligations in any agreement to which CARRIER is a party.

9. CARRIER shall furnish written proof to Broker of insurance coverage in amounts not less than the following minimums issued by insurers satisfactory to Broker with an A.M. Best rating of "A" or better:

- A. Public Liability and Property Damage Liability: \$1,000,000 combined single limit;
- B. General Liability: \$1,000,000
- C. Cargo: \$100,000 per vehicle and per incident, including terminals;
- D. Workers' Compensation (if Carrier utilizes employee drivers): Statutory Limits;

And in addition shall name Place to Place Logistics as Certificate Holder on all policies. An endorsement issued by each insurance company providing thirty (30) days written notice of coverage cancellation or major change is required.

10. Except for the solicitation of freight and the acceptance of payment on behalf of CARRIER it is further mutually understood and agreed that the relationship of CARRIER to Broker hereunder is and shall remain solely that of an independent contractor and that CARRIER shall and does own or lease all tractor-trailer units carrying commodities under this Agreement. It is further understood and agreed that all drivers of said tractor-trailer units are neither employees nor agents of Broker, are subject solely to the direction, control and supervision of the CARRIER and CARRIER accepts sole and total responsibility of assuring the adequate Workers' Compensation insurance, Social Security, unemployment, disability, old age pension

and any other financial requirements arising out of transportation performed hereunder is in place for such drivers as required by law.

11. All notices required to be given under any of the provisions of this Agreement shall be properly given and are in full compliance hereof if made in writing and deposited in a United States Post Office by registered mail, postage prepaid, bearing the address of the respective parties as hereinafter set forth.

12. It is further agreed that this Agreement shall continue in full force and effect, subject however, to the right of the parties hereto to cancel or terminate the same upon thirty (30) days prior written notice to the other party.

13. This Agreement shall be binding upon the successors and assigns of the respective parties hereto; provided, however, that CARRIER shall not assign this Agreement or any rights hereunder without the prior written consent of Broker.

14. This Agreement shall be deemed to be executed upon receipt of the same electronically or otherwise in the main office of Place to Place Logistics in Jacksonville, FL and duly executed by Broker and shall be governed by the laws of the State of Florida.

15. CARRIER specifically acknowledges and agrees that all freight tendered to it by Broker shall be transported only on equipment operated under the authority of the CARRIER and CARRIER shall not in any manner subcontract, broker or in any other form arrange for the freight to be transported by a third party without the specific written consent of Broker. No freight tendered to CARRIER will be removed from the equipment for any reason. No freight tendered to CARRIER will be placed on the ground for any reason. Further, freight tendered under this agreement shall not be combined with any other freight (Broker's or any other broker, carrier, shipper, etc.) without the specific written authorization of Broker and in no event shall it be combined in such a way that it cannot be legally transported.

Place to Place Logistics.
DBA P2P Logistics
9321 US Hwy 331 S
Defuniak Springs, FL 35435

Carrier: _____

Address: _____

MC#: _____

By: _____

(Print Name)

(Signature)

Director-Brokerage

By: _____

Title: _____

I warrant that I am authorized to bind
CARRIER to the terms and conditions of the
Agreement

Witness: _____

All bills can be emailed to placetoplacelogistics@gmail.com. We require signed rate confirmation, signed pod and invoice for payment. **Signed POD's should be submitted to the load tendering broker or AP at placetoplacelogistics@gmail.com within 24 hours of delivery.**

Paperwork may also be faxed to 904-341-5611.

Our terms are net 30 from receipt of complete and acceptable paperwork including invoice, signed rate confirmation, bills of lading, scale tickets where required, and other paperwork which may be noted on the rate confirmation. We also offer a quick pay option, just be sure to mark it on your invoice per following instructions.

Carrier Information

We look forward to future business with your company. It is helpful for us to have more information on file than is contained on the Broker Agreement. Please take a moment to complete the following information sheet:

1. What is your dispatch phone number? _____
2. Who is your primary point of contact? _____
3. What is your fax number? _____
4. What is your primary email? _____
5. What are your normal business hours? _____
6. How many total units do you operate? _____
7. How many of each?
_____ Van _____ Flatbed _____ Reefer _____ Lowboy _____ RGN
 _____ Drop deck _____ Hotshots
8. In which states do you operate?

9. Where is your company based? _____
10. What commodities do you generally haul?

11. What is your SCAC code? _____

QUICK PAY REQUEST INSTRUCTIONS

1. All invoices considered for quick pay should be submitted by email to placetoplacelogistics@gmail.com . If you cannot email invoices and must fax them, please notify your broker that you have faxed paperwork and that you need quick pay so that it can be processed properly.
2. Make sure the invoice is marked QUICK PAY in a noticeable manner.
3. Put QUICK PAY and the load number in the subject line of the email.
4. Charges are:
 - 5% payment in 5 business days
 - 8% payment in 2 business days
5. Invoice received after 1:00 pm central will be considered received the next business day.
6. Quick pay payment is made by direct deposit. Please provide voided check or request a direct deposit form when submitting carrier packet.

