



TOTAL QUALITY LOGISTICS

DRIVER/CARRIER INFORMATION SHEET TQL PO# 21825044

Pickup Dates

9/6/22

Delivery Dates

9/16/22

TQL CONTACT INFO

Name	Phone	Email	Fax
Bryan G Cerasani	800-580-3101 x43908	BCerasani@TQL.com	5138721997

CARRIER CONTACT

Name	Dispatcher	Driver
Golden Star Transport Llc (tx)	emir	fnu

LOAD INFORMATION

Mode	Trailer Type	Trailer Size	Temperature	Pallet/Case Count	Hazmat	Load Requirements
FTL	Power Only	53 ft		0 pallets/0 cases	Non-Hazardous	
Special Temp Instructions						

CARRIER RESPONSIBLE FOR

Unloading	None w/ valid unloading receipt	Pallet Exchange	None	Estimated Weight	0
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PICKUPS

Shed	City	State	Zip	PU#	Date	Time
CFI LAREDO	Laredo	TX	78045	TA trailer#515137	9/6/2022	FCFS 08:00 to 16:00 Note:Must Be On Time
Information: 14610 MINES ROAD LAREDO,TX,78045						
Commodities:						
Quantity	Unit	Commodity			Notes	
1	Truckload	Load Out Trailer			TA trailer#515137	

DROPS

Consignee	City	State	Zip	Delivery PO	Date	Time
Ecolab	Martinsburg	WV	25405	TA trailer#515137	9/16/2022	FCFS 08:00 to 12:00 Note:No Extra Days
Information: Ecolab 942 Baker RD Martinsburg, WV 25405						



T Q Y L



**Note to
Carrier**

- TQL must be notified if the driver who is hauling this trailer changes for any reason.
- Must ACCEPT GPS.

EMERGENCY#651-686-2542 Transport America /T FORCE 24 hours
ERS# 800-842-7467 / CFI 24 HOUR #
TA trailer#515137// Must accept tracking // Strict! NO EXTRA DAYS !

MUTUAL TRAILER INTERCHANGE AGREEMENT

THIS MUTUAL TRAILER INTERCHANGE AGREEMENT ("Agreement") is made and entered into on the date of the last signatory below ("Effective Date") by and between the undersigned, each of which referred to individually as "Party" or collectively as "Parties":

Registered Company Name:

Contract Freighters, Inc. d/b/a CFI

Principal Street Address:

4701 East 32nd Street

City/State/Zip:

Joplin, MO 64804

Phone Number:

417-623-5229

USDOT /MC Number:

DOT #70289, MC #119399

Customer Reference:

M-051-002



WHEREAS, each Party provides transportation services for or on behalf of **Michaels Stores Procurement Company, Inc.** ("Customer");

WHEREAS, each Party ("Interchanging Party") may wish to utilize equipment owned or leased by the other Party ("Owning Party") to provide transportation services to Customer;

WHEREAS, the Parties desire to set out the terms and conditions upon which Interchanging Party will use Owning Party's equipment to perform transportation services on behalf of Customer.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Equipment Interchange; Repair or Damage.

1.1. The Parties agree to mutual interchange of equipment at Customer designated locations, as hereafter may be agreed for the convenience of both Parties.

1.2. Interchanging Party agrees to be responsible for third party carriers contracted to perform services hereunder, as if Interchanging Party had performed the services under this Agreement.

1.3. Interchanging Party agrees to: (a) maintain a USDOT Satisfactory safety rating; (b) comply with all applicable laws, rules and regulations; (c) return equipment to the designated location in the original condition, ordinary wear and tear excepted; and (d) not permit the equipment to be out of its possession.

1.4. Interchanging Party agrees to: (a) immediately notify Owning Party if equipment is lost, damaged, or otherwise involved in an incident that results in property damage or personal injury, including death, and (b) assist Owning Party in conducting an investigation. If Owning Party provides a reasonable estimate that repair or replacement of equipment will exceed depreciated value less reasonable salvage, Interchanging Party agrees to pay or to decline in writing within ten (10) days of receipt of notice by Owning Party.



2. Insurance; Indemnification.

2.1. Each Party agrees to maintain the following valid and enforceable insurance policies issued by insurers authorized to do business in the states where all services are performed, or to provide satisfactory proof of self-insured status, in the following minimum amounts: (a) General Liability not less than \$1,000,000 per occurrence; (b) Automobile Liability, and/or surety bond filed with the FMCSA in compliance with 49 CFR 387, not less than \$1,000,000 per occurrence, including "Owned and Hired" or "Scheduled and Hired"; (c) Cargo Liability not less than \$100,000 per occurrence; (d) Equipment Interchange Liability (or equivalent) \$25,000 per occurrence; (e) Employer Liability not less than \$500,000 per accident and \$500,000 for each employee; and (f) Workers Compensation as required by law. Each Party agrees to provide Certificates of Insurance evidencing such coverages and agrees to provide thirty (30) days prior written notice of any suspension, voiding, cancellation, coverage reduction or other material change in insurance coverage.

2.2. Each Party, including its respective employees, agents and contractors ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other Party, including its officers, directors, shareholders, employees, agents, and contractors ("Indemnified Party") from and against any and all liabilities, losses, damages, causes of action, claims, costs, and expenses including, but not limited to, reasonable attorneys' fees and expenses, injury or death to persons (including, but not limited to, employees, agents or contractors of the Indemnified Party, Customer, or third parties) or loss or damage to property (including, but not limited to, the property being transported by Indemnifying Party in equipment owned or leased by the Indemnified Party) arising out of or relating to: (a) the Indemnifying Party's possession and use of the Indemnified Party's equipment; (b) the Indemnifying Party's or its employee's negligence, willful misconduct or fraud, including, but not limited, to theft, embezzlement, defalcation or issuance of false or fraudulent receipts, reports or other documents; (c) the Indemnifying Party's breach of or failure to comply with the provisions of this Agreement; (d) the use of the

Indemnified Party's equipment by the Indemnifying Party, its contractors, or their respective employees, agents or contractors; (e) any death or injury to the Indemnifying Party's or its contractor's employees or agents or contractors caused by the condition or use of equipment of the Indemnified Party; or (f) the Indemnifying Party's failure to maintain the insurance coverage required under this Agreement or to provide funds in satisfaction of any insurance deductible amount. Neither Party shall be liable for indirect or consequential damages hereunder. The obligations of the Parties shall survive the expiration or termination of this Agreement.

3. **Amendment; Assignment.** No amendment, addition, modification or extension of this Agreement shall be effective unless made in writing and signed by authorized representatives of the Parties. Neither Party shall assign any of its rights, duties or obligations, in whole or in part, under this Agreement, without the prior written consent of the other Party.



4. **Counterparts; Entire Agreement.** This Agreement may be executed in counterparts, or by the exchange of facsimile or electronic signature, all of which shall be deemed valid and binding as an original. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

5. **Force Majeure.** Neither Party hereto shall be liable for delay in performance hereunder if and to the extent such delay is caused by acts of God, natural disasters, strikes, acts of terrorism, acts of war, riot or other civil disturbances, compliance with governmental laws or orders, delay or performance failure of third parties, events that are unforeseeable or unavoidable and beyond remedy if foreseen, or other events which are beyond the reasonable control of such party, provided that such Party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance within the laws and jurisdiction of the defending party. Service of process upon either party shall be valid if served by registered or certified mail, return receipt requested and to the most current address provided by such party.

7. **Notices.** All notices relating to this Agreement shall be in writing and shall be deemed effective when given (i) by certified mail with return receipt requested, (ii) by expedited courier delivery to the addresses provided herein, (iii) by electronic transmission to such party's designated representative as evidenced by sending party's Read Receipt; or (iv) to any other addresses of which either party shall notify the other party in writing. Any notice provided for in this Agreement shall be deemed effective on the date of actual receipt by the other party. A copy of all notices shall be sent to the attention of each Party's Legal Counsel.

8. **Relationship of Parties.** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, and neither Party shall have the authority to act as an agent of the other Party.

9. **Severability.** In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect.

10. **Term; Termination.** The term of this Agreement shall begin on the Effective Date and shall continue month-to-month, until terminated by either Party upon at least ten (10) days prior written notice to the other Party. Termination of this Agreement shall not terminate any rights, obligations or duties arising prior to termination.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

CONTRACT FREIGHTERS, INC.



Dustin J. Quesenberry; VP – Operations

Printed Name and Title

Printed Name and Title

Signature and Date

Signature and Date

Return with certificate of insurance to: Contracts@cfidrive.com

TQL PO# 21825044

THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE BROKER/CARRIER AGREEMENTS SIGNED BY THE CARRIER AND TQL. THIS AGREEMENT IS AN ADDENDUM TO THE BROKER/CARRIER AGREEMENT. THIS DOCUMENT IS ONLY FOR INFORMATIONAL PURPOSES.

