



**FREIGHT
DUDES
LLC**

**MC – 1359101-B
Paperwork Checklist**

The following documents must be submitted to Freight Dudes, LLC prior to Dispatch:

- Carrier Profile Sheet
- Carrier Broker-Carrier Agreement
- ICC Certificate of Authority
- Original certificate of Automobile Liability Insurance Covering Liability for bodily injury and loss of or damage to property in an amount not less than \$1,000,000 U.S. combined limit per occurrence, naming Freight Dudes, LLC as certificate holder and additional insured.
- Original certificate of Cargo Liability Insurance covering risk for loss of or damage to shipments in an amount not less than \$100,000 U.S. per shipment, naming Freight Dudes, LLC as a certificate holder, Loss Payee and additional Insured.

→ W9

Please call, email your documentation, or if you have any questions. Thank you:

**Freight Dudes, LLC
810 N Henry St.
Suite 100
Post Falls, ID 83854**

**P: 208-768-9227
E: dispatch@freighthdudes.com**



FREIGHT
DUDES
LLC

Carrier Profile

Please enter the following information:

Contact Name: Christopher McDaniel

Carrier Information:

Your Freight Dudes, LLC Contact: _____

Carrier Name: Poorboy Trucking LLC

USDOT#: _____ MC#: 1638943

Carrier Address: 248 SCENIC WOOD DR

City/State/ZIP: _____

Dispatch:

Contact Name: CHRIS MCDANIEL

Email: SUPERIOR.ONE.LOGISTICS@GMAIL.COM

Phone: 469-858-8140

FAX: _____

Accounting:

Contact Name: Marite Costa

Email: Poorboytruckering24@gmail.com

Phone: 214-244-6570

FAX: _____

Invoice Assignment:

Our Company uses a factoring company: Yes or No

Co. Name: TAFS inc

Address: 19865 W 156th St

City / State / ZIP: Olathe, KS 66062

If you answer yes above but you do not provide contact information, payments will likely be delayed.

Payment Terms: Select one of the three payment options below:

() Regular*: Payment in 10 days after receipt of POD and invoice.

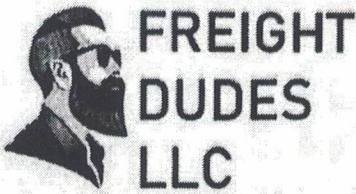
() 3 day Quick-pay: Payment less 3% in 3 days after receipt of POD and invoice.

() 1 day Quick-pay: Payment less (5% + \$20) in 1 day after receipt of POD and invoice.

- Quick pay options will be activated after two loads are successfully delivered.

- *If no selection is made in this section, you will be set up with regular payment terms.

Completed by: Name: Chris McDaniel Title: dispatcher



810 N. Henry St. Suite 100, Post Falls, ID 83854

MOTOR CARRIER AGREEMENT

THIS AGREEMENT is made this 14th day of nov 2024 by and between Poorboy Trucking llc licensed by the Federal Motor Carrier Safety Administration ("FMCSA") to operate as a motor common and/or contract carrier under USDOT# 4234793, ("CARRIER") and Freight Dudes, LLC, a transportation broker ("Freight Dudes, LLC").

- 1) Freight Dudes, LLC agrees to offer for transportation by CARRIER and CARRIER agrees to transport at least 20,000 lbs. or five (5) shipments of general commodities annually.
- 2) CARRIER agrees that its services performed under this AGREEMENT will include, when applicable, but shall not be limited to, protective services, multiple stops in transit, direct dispatch, drop shipments, inside deliveries, sporting trailers and expedited shipments.
- 3) At all times during the term of this AGREEMENT, CARRIER shall comply with the financial responsibility requirements of the appropriate federal and state laws and regulatory agencies by which it is authorized to operate; and shall, at its own expense, furnish identifiable and roadworthy trailers and tractors for use in the performance of the services hereunder which are in good and efficient condition, both as to operation and appearance; furnish all fuel, oil, tires, supplies, parts and any other equipment required for the safe, timely and efficient operation and maintenance of such vehicles and equipment; employ in the operation of such vehicles and equipment fully qualified personnel; pay all applicable payroll taxes and costs for unemployment insurance, pensions, workers' compensation, Social Security and related employment costs with respect to the persons engaged in the performance of such transportation services; provide all permits, licenses, tolls and other expenses required by local, state or federal authorities with respect to such transportation services; and comply with applicable rules and regulations, including, without limitation, those of the United States Department of Transportation, the FMCSA and any applicable state agency.
- 4) At all times during the term of this AGREEMENT, CARRIER shall maintain a Satisfactory Safety rating under the Compliance, Safety, Accountability (GSA) Motor Carrier Safety Measurement System or other rating equivalent to the Satisfactory rating, as such System may change. CARRIER shall provide FREIGHT DUDES, LLC with written notification within five days of receipt of any safety rating other than Satisfactory or similar; and upon CARRIER's failure to maintain a Satisfactory or similar safety rating, FREIGHT DUDES, LLC may immediately terminate this AGREEMENT.
- 5) CARRIER shall perform all carrier services to be provided hereunder and shall not delegate, broker, assign, interline, interchange, transfer, subcontract or make any other arrangement whereby a shipment is transported in whole or in part by any carrier other than CARRIER. In the event that CARRIER, in breach of this AGREEMENT, brokers, assigns, interlines, interchanges, transfers or subcontracts any shipment, CARRIER (i) shall nevertheless remain responsible to FREIGHT DUDES, LLC as if CARRIER had performed the services itself, for any loss, damage or unreasonable delay or for any other obligation of CARRIER included in this

AGREEMENT, and (ii) will pay all transportation charges for any such service(s) and will indemnify and defend FREIGHT DUDES, LLC from and against any act or omission of such other carrier or any claims or causes of action of any kind made by any such carrier or any other party in connection with the other carrier's provision of services. In no event shall FREIGHT DUDES, LLC be liable for the payment of any rates or charges related to such services unless expressly included in Schedule A hereto.

- 6) At all times during the term of this AGREEMENT, CARRIER shall maintain primary cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this AGREEMENT, but in no event in an amount less than \$100,000.00 per shipment or in an amount required by law, whichever is greater, to compensate FREIGHT DUDES, LLC or its customer (shipper or consignee) for any and all loss of, damage to or delay in delivery of property transported under this AGREEMENT.

CARRIER shall also maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations under this AGREEMENT, but in no event less than \$1,000,000.00 or an amount required by law, whichever is greater.

In addition, CARRIER shall maintain workers' compensation coverage for all personnel employed by CARRIER in connection with its transportation operations and services under this AGREEMENT.

CARRIER's insurance coverage shall not exclude any claim or liability related to the transportation of specific classes or kinds of goods, loading or unloading operations, unattended vehicles, vehicle or trailer theft, or unscheduled vehicles; and CARRIER shall not invoke any such exclusion in order to avoid any liability arising hereunder. Moreover, the amount of CARRIER's cargo insurance shall not serve to limit CARRIER's liability hereunder.

CARRIER agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give FREIGHT DUDES, LLC written notice thirty (30) days prior to the day prior to the cancellation of such policies. CARRIER shall furnish to FREIGHT DUDES, LLC copies of insurance policies and standard Certificate(s) of Insurance issued directly by CARRIER's insurance company for both cargo and the liability insurance, naming FREIGHT DUDES, LLC certificate holder on the cargo policy and additional insured on the liability policy.

- 7) As a transportation broker, FREIGHT DUDES, LLC shall not be liable to its customers for loss of, damage to or delay in delivering any commodities transported pursuant to this AGREEMENT. Such liability shall lie exclusively with CARRIER. CARRIER's liability for loss, damage or delay to any of FREIGHT DUDES, LLC's customers' commodities transported pursuant to this AGREEMENT shall be governed by the provisions of 49 U.S.C. §14706, that is, CARRIER shall be liable to such shipper or consignee for any actual loss of, damage to or unreasonable delay in delivering (i.e., if a date-certain delivery commitment is made by FREIGHT DUDES, LLC or CARRIER at FREIGHT DUDES, LLC's customer's request, delivery after such date-certain) any commodities, occurring from any cause whatsoever while in the possession or under the control of CARRIER or resulting from CARRIER's performance of or failure to properly perform the transportation services provided for herein; provided that claims for loss, damage or delay are submitted to CARRIER in writing within nine (9) months after delivery thereof or, in case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed.

No released value or other limitation of liability shall apply to CARRIER's liability hereunder unless expressly agreed to by FREIGHT DUDES, LLC in a signed writing separate from any bill of lading or delivery receipt issued by CARRIER.

CARRIER shall promptly handle and endeavor to resolve in good faith any claims which are submitted either by FREIGHT DUDES, LLC on behalf of the shipper or consignee or directly by the shipper or consignee for loss, damage or delay to any commodities transported pursuant to this AGREEMENT.

8) FREIGHT DUDES, LLC agrees to pay CARRIER for the transportation of freight moved under this AGREEMENT in accordance with the rates set forth in Appendix A attached hereto and made a part hereof, or as set forth in rate confirmation sheets, which will become part of this AGREEMENT. Modifications or additions to these rates may be agreed to in writing or made verbally to meet specific shipping schedules. Confirmation of verbally agreed upon rates will be made by a recap faxed, mailed or e-mailed by FREIGHT DUDES, LLC to CARRIER and by CARRIER's pick-up of the shipment(s). In addition, confirmation of any verbally agreed upon rates shall be made through CARRIER's billing and FREIGHT DUDES, LLC's payment of such rates.

CARRIER will bill charges for transportation services performed under this AGREEMENT directly to FREIGHT DUDES, LLC and not to any of FREIGHT DUDES, LLC's customers. (CARRIER agrees that FREIGHT DUDES, LLC is solely responsible for payment of all charges to CARRIER.) For each shipment, CARRIER shall provide FREIGHT DUDES, LLC with the original signed bill of lading and delivery receipt, plus the original signed rate addendum, if applicable, in order to receive payment. CARRIER must invoice FREIGHT DUDES, LLC and provide the required supporting documentation within sixty (60) days of delivery of the applicable shipment or forfeit payment.

FREIGHT DUDES, LLC reserves the right to offset against any freight invoices amounts CARRIER owes to FREIGHT DUDES, LLC for any loss, damage or delay claims or for any pallet charges or other charges incurred by CARRIER in its performance under this AGREEMENT.

9) CARRIER shall issue a bill of lading for each shipment transported under this AGREEMENT showing CARRIER as the carrier and the names of the actual shipper and consignee. FREIGHT DUDES, LLC shall not be shown on the document in any capacity except as the broker arranging transportation, in the "Bill To" section, in the "Special Instructions" or in the "Routing" section of such document.

If the terms, conditions or provisions of the bill of lading or any other shipping form utilized by CARRIER or the shipper are in conflict with the terms of this AGREEMENT, this AGREEMENT shall govern.

10) CARRIER agrees to defend and hold FREIGHT DUDES, LLC harmless from and indemnify FREIGHT DUDES, LLC from any liability resulting from loss or damage to any freight transported by CARRIER pursuant to this AGREEMENT, including all costs to defend claims, including attorneys' fees. CARRIER also agrees to defend and hold FREIGHT DUDES, LLC harmless from and indemnify FREIGHT DUDES, LLC from any liability resulting from personal injury or property damage which may occur during the operations of CARRIER pursuant to this AGREEMENT, including all costs to defend claims, including attorneys' fees.

11) The relationship of CARRIER to FREIGHT DUDES, LLC under this AGREEMENT shall at all times be that of an independent contractor.

12) CARRIER shall refrain from any direct contact or solicitation of FREIGHT DUDES, LLC's customers during the term of this AGREEMENT and for a period of two (2) years from the date of termination of this AGREEMENT, unless otherwise agreed to in writing by both parties hereto.

13) CARRIER agrees that FREIGHT DUDES, LLC's compensation hereunder for its services to its customers is confidential and need not be disclosed to CARRIER. CARRIER further agrees that it will not reveal to anyone the terms of this AGREEMENT.

14) The provisions of this AGREEMENT shall be binding upon and insure directly to the benefit of the parties hereto, including their respective successors and assigns, with respect to all shipments transported hereunder. The obligations of this AGREEMENT are separate and divisible; and, in the event that any clause is deemed unenforceable, the balance of the AGREEMENT shall continue in full force and effect.

- 15) This AGREEMENT shall be construed under the laws of the State of Idaho.
- 16) This AGREEMENT shall be deemed to be effective on the date set forth on the first page hereof; and shall be effective continuously subject to the right of either party to terminate this AGREEMENT, with or without cause, upon ten days written notice to the other party. If such written notice is given, this AGREEMENT shall remain in effect until the tenth day after such notice is given or until any later date set forth in such notice.
- 17) Each party warrants that the person executing this AGREEMENT is duly authorized to do so.

CARRIER: Poorboy Trukcing aLLC

FREIGHT DUDES, LLC

AUTHORIZED SIGNATURE:

Poorboy Trucking LLC

NAME:

Christopher McDaniel

TITLE: Dispatcher

DATE: 11/14/2024

USDOT#: 4234793

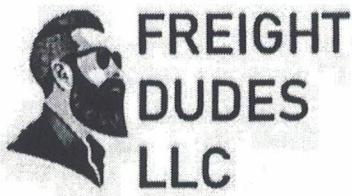
TAX ID#: _____

AUTHORIZED SIGNATURE:

NAME:

TITLE: _____

DATE: _____



INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT FOR WORKERS' COMPENSATION

This Indemnification, Defense and Hold Harmless Agreement for Workers' Compensation ("Indemnification Agreement") is made between Poorboy Trucking LLC, whose principal office is located at 248 SCENIC WOOD DRAZLE, TX 76020 (hereinafter known as "Carrier") and Freight Dudes, LLC whose sole office is located at 810 N. Henry St. Suite 100, Post Falls, ID 83854, (hereinafter known as "BROKER").

Carrier hereby represents and warrants that under state or federal law applicable to Carrier, it is exempt from providing workers' compensation coverage to drivers, owner/operators or other independent contractors working for Carrier.

Carrier acknowledges and agrees that it will assume full and complete responsibility for compensation of any and all work-related injury occurring to any of its personnel and that Carrier shall fully indemnify, defend and hold BROKER and its customers harmless for any claims, demands, lawsuits or administrative proceeding brought against BROKER or its customer for any such work-related injury or employment obligations.

Further, Carrier shall indemnify, defend and hold BROKER harmless for all damages of any kind whatsoever that arise from any misrepresentation, change in status or revocation of Carrier's warranty regarding exemption, coverage.

All other obligations surrounding indemnification shall continue to be governed by the terms of the Broker/Carrier Agreement.

This Indemnification, Defense and Hold Harmless Agreement for Workers' Compensation is executed on this day of 20, and the person signing represents that he/she has been or is specifically authorized to execute this document on behalf of Carrier.

Carrier: Poorboy Trucking LLC

By: Chris McDaniel

Title: Dispatcher

Date: 11/14/24



Delivery Protocol and Requirements

*Read and sign if you want to get paid!

Freight - At the point of delivery, the driver must ascertain a copy of the bill of lading, signed by the RECEIVER. Put together with any other relevant or customer mandatory paperwork and/or misc documents such as lumper receipts for turn in to Freight Dudes, LLC post-delivery.

Trailers - At the point of delivery, the driver must ascertain proof of delivery for the trailer; bol, signed equipment inspection form, in and out gate tickets, etc. If there is no receiver available to sign, you must take pictures of the trailer dropped at the location and include photos that identify the location as well the trailer. Please also fill out the equipment inspection form and mark "No receiver available."

Freight and Trailer - If you have deliveries dropping at different locations, you MUST still ascertain proof of delivery for BOTH as lined out in the above two points.

NOTE: All deliveries are allowed a 3 day grace period for pod submittal(s).

By signing this document you agree to submit documentation as outlined in the points above. You also agree to submit said documentation within the seven days allotted by Freight Dudes, LLC. By signing you acknowledge that failure to do either of the aforementioned, without reasonable exigent circumstances, can and will result in fees, up to forfeiture of payment.

x Poorboy Trucking LLC

Company Name

Freight Dudes, LLC

P:208-768-9227

E:dispatch@freightdudes.com