



Company Information: Please fill in the following information for your company to establish a credit line.

Company Name _____ Year Business Started _____

Federal ID Number _____ Entity Type _____

Physical Address _____ Billing Address _____

Phone Number _____ Fax Number/Email _____

AP Contact Name _____ AP Contact Phone Number _____

AP Contact Email _____ AP Contact Fax Number _____

Do you require different invoicing per locations? _____ If yes, please provide a list of locations and billing addresses.

Do you use a third party company for billing? _____ Third Party Name _____

Do you accept invoices via email? _____ Email _____

Do you accept invoices via EDI? _____ EDI Contact _____

Do you accept net 30 pay terms? No Yes

Do you use a website/program for tracking invoices or payments? _____

Do you offer payments via ACH/Direct Deposit? _____ If so, please attach the document to be filled out with this form.

Which types of funds do you require for invoicing and payment? US Funds Canadian Funds Other _____

Please add any additional billing requirements/comments, such as any special or additional documents that should be sent with the invoice and proof of delivery (please be specific):

Does your company require more than \$100,000.00 in Motor Truck Cargo Insurance per Load? No Yes

Initials _____

ACCOUNT APPLICATION



Credit References:

Please list Non-Transportation references that you currently conduct business with, along with their contact info.

Company Name	Contact Name	Phone Number	Email Address or Fax Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Bank Name _____ Bank Contact Name _____

Bank Phone Number _____ Bank Email _____

The undersigned, as an authorized representative, hereby affirms that the information provided is furnished truthfully and is current with the intent that it be relied upon in extending credit. The undersigned also acknowledges that the credit references can be investigated and a credit report obtained, and authorizes all references to release information to R2 Logistics, Inc.

Signature _____ Date _____

Printed Name _____ Title _____

Please return the completed form to:

Credit@R2Logistics.com

Fax (904) 394-4692

R2 Logistics, Inc.
7643 Gate Parkway, Suite 104 PMB 150, Jacksonville, FL 32256
Phone (904) 394-4678 www.R2Logistics.com

ACCOUNT APPLICATION

Terms and Conditions of Service
(Please read carefully)

These Terms and Conditions of Service constitute a legally binding contract between the "Broker" and the "Customer."

The Terms and Conditions of Service (this "Agreement") is made as of the date below (the "effective date") by and between R2 Logistics, Inc., a Florida corporation and Registered Property Broker, License Number MC-513105 US DOT-2233650 ("Broker") and "Customer" where "Customer" is named at the bottom of this agreement and is defined as the person or company for which the Broker is rendering service, as well as its agents and/or representatives, including but not limited to shippers, consignees, agents of shippers and consignees and third-party logistics companies (each a "Party" and collectively, the "Parties.") "Registered" means operated under the authority of the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation. In consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** In consideration of the mutual undertakings contained herein, Customer agrees to utilize Broker to arrange for the interstate and intrastate transportation by motor carrier of various shipments on behalf of Customer on a non-exclusive basis from certain points of origination to certain points of destination as directed by Customer, and Broker hereby agrees to arrange the transportation of such shipments subject to the terms and conditions of this Agreement and in compliance with all applicable laws, regulations, and ordinances. Customer agrees to timely deliver Broker accurate delivery instructions and descriptions of the cargo, including any handling or security requirements for the shipment. Customer acknowledges that failure to deliver such timely and accurate information will have a direct impact on Broker's ability to comply with its obligations hereunder. Broker's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of Customer's freight. Broker does not guarantee the transportation of any shipment on an expedited basis and shall not be liable for any damages or losses resulting from the late and/or non-delivery of an expedited shipment unless specifically agreed in writing signed by an officer of Broker.
2. **Relationship of Parties.** The relationship of Customer to Broker is that of an independent contractor. Broker has no control of any kind over Customer, including, but not limited to, routing of freight. The Parties do not intend to provide for division of profits between Broker and Customer.
3. **Customer's Representations and Warranties.** Customer represents and warrants that Customer:
 - a. is duly organized or incorporated, validly existing, and in good standing under the laws of the state of its organization or incorporation and has the full corporate power and authority to conduct its business as conducted on the date hereof and to execute this Agreement; and
 - b. no consent, approval, or authorization of, or declaration, filing, or registration with any governmental or regulatory authority is required on the part of Customer in connection with the execution and delivery of this Agreement or the consummation of the transactions described herein.
4. **Broker's Representations and Warranties.** Broker represents and warrants that Broker:
 - a. is duly registered with FMCSA as a property transportation broker pursuant to 49 U.S.C. § 13904;
 - b. is duly incorporated, validly existing, and in good standing under the laws of the state of Florida and has full corporate power and authority to conduct its business as conducted on the date hereof and to execute this Agreement; and
 - c. Broker represents and warrants that it has entered into (or will enter into) a written agreement with carriers it utilizes in the performance of this Agreement. Broker further represents and warrants that such agreements with its carriers include (or shall include) the following provisions:
 - i. that the carrier is duly registered with FMCSA as a for-hire motor carrier of property in interstate commerce pursuant to 49 U.S.C. §13902;
 - ii. that the carrier does not have an "unsatisfactory" safety rating issued by FMCSA, and will notify Broker immediately if the carrier receives an "unsatisfactory" safety rating;
 - iii. that the carrier is and shall maintain in compliance with all applicable federal, state, and local laws relating to the motor carriage services provided by carrier, including, but not limited to, transportation of hazardous materials as defined in 49 CFR §172.800, §173 and §397 et seq., security regulations, owner/operator lease regulations, loading and shipment of freight regulations, implementation and maintenance of driver safety regulations, qualification and licensing and training of drivers, implementation and maintenance of equipment safety regulations, and maintenance and control of the means and method of transportation;
 - iv. that the carrier shall defend, indemnify, and hold Broker and Customer harmless from any and all claims, actions, or damages arising out of the carrier's performance under the agreement with Broker; and
 - v. that the carrier shall maintain at all times the insurance policies as required in Section 11.
5. **Term and Termination.** This Agreement shall be for a period of one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that either party may terminate this Agreement with or without cause at any time by giving the other Party thirty (30) days prior written notice. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of the following events:
 - a. breach of any covenant, obligation, condition, or requirement imposed by this Agreement, if such breach continues for a period of ten (10) days after written notice thereof; or
 - b. a Party becomes insolvent, unable to pay its debts in a timely manner, seeks protection under bankruptcy or receivership laws, or is forced into bankruptcy or receivership.
6. **Bond Requirements.** Broker will maintain a surety bond in such amounts as required by the FMCSA during the term of this Agreement. Broker will provide Customer with proof of such bond upon Customer's written request.
7. **Indemnification.** Broker and Customer shall defend, indemnify, and hold each other harmless against any claims, losses, costs, fines, penalties, expenses (including attorneys' fees), actions, or damages, including, but not limited to, cargo loss, damage or delay, and payment of rates and/or accessorial charges to carriers, arising out of their respective performance under this Agreement; provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party, which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to offer a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither Party shall be liable to the other Party for any claims, actions, or damages due to the negligence of the other Party.
8. **Payments.** Broker shall invoice Customer for its services in accordance with the rates, charges, and provisions set forth on Exhibit A and Exhibit B, attached hereto and incorporated by this reference, and any written supplements or revisions that are mutually agreed upon by the Parties. If rates are negotiated between the Parties and not otherwise confirmed in writing, such rates will be considered "written," and shall be binding, upon Broker's invoice to Customer and Customer's payment to Broker. Customer agrees to pay Broker's invoice within 30 days of invoice date without deduction or set-off. Payment of the freight charges from the Customer to the Broker shall relieve the Customer of any liability to the carrier for non-payment of its freight charges for the applicable shipment; and Broker hereby covenants and agrees to indemnify Customer from liability for payment of any carrier fees or charges after Broker has received payment from the Customer for the applicable shipment.
9. **Freight Claims.** Customer must file claims for cargo loss or damage with Broker within 180 days from the date of such loss, shortage, or damage, which for purposes of this Agreement shall be the delivery date or in the event of non-delivery, the scheduled delivery date. Customer must file any civil action against Broker within two (2) years from the date of the notice. It is understood and agreed that Broker is not a carrier and that the Broker shall not be held liable for loss, damage, or delay in the transportation of Customer's freight, unless caused by Broker's negligent acts or omissions in the performance of this Agreement. Broker shall use commercially reasonable efforts to assist Customer in the filing and/or processing of claims with the carrier. If payment of claim is made by Broker to Customer, Customer automatically assigns its rights and interest in the claim to Broker. In no event shall Broker or Broker's carrier be liable to Customer for special, incidental, or consequential damages. In no event shall Broker or Broker's carrier be liable to Customer for any air carrier charges unless specifically agreed to in writing signed by an officer of Broker.
10. **Receipts and Bills of Lading.** If requested by Customer in writing, Broker agrees to provide Customer with proof of acceptance and delivery of loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by Customer. Customer's insertion of Broker's name on any Bill of Lading shall be for Customer convenience only and shall not change Broker status as a property broker. The terms and conditions of any freight documentation issued by Broker or a carrier selected by Broker may not supplement, alter, or modify the terms of this agreement.
11. **Insurance.** Broker shall maintain insurance policies of the following minimum limits: commercial general liability in the amount of \$1,000,000; property damage and personal liability in the amount of \$1,000,000; freight loss or damage in the amount of \$100,000 per freight shipment; workers' compensation with limits required by law. Broker shall also ensure that its carriers transporting freight under this Agreement shall maintain the same types of insurance policies in the same amounts as provided above. All insurance policies must be maintained by a carrier rated "a" or higher by A.M. Best.
12. **Hazardous Materials.** Customer and Broker shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and §397 et seq. To the extent that any shipments constitute hazardous materials Customer is obligated to inform Broker immediately if any such shipments constitute hazardous materials. Customer shall defend, indemnify, and hold Broker harmless from any penalties or liability of any kind, including reasonable attorneys' fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.
13. **Miscellaneous.**
 - a. **Non-exclusive Agreement.** The Parties acknowledge and agree that this Agreement does not bind each Party to exclusive services to the other. Broker shall be free to accept freight for transportation from customers other than Customer. Customer shall be free to tender freight for transportation to motor carriers and brokers other than Broker.
 - b. **Confidentiality;** Non-solicitation. Each Party understands and agrees that the other Party has a legitimate business interest in protecting its confidential and proprietary information that has been developed over time through effort and expense. Accordingly, neither Party shall disclose to third-parties the terms of this Agreement nor any of the other Party's confidential or proprietary information that is obtained in the course of performing under this Agreement, including, but not limited to, a Party's business methods, customer lists, software, or the rates, valuation, origin, destination and consignee identity for any freight shipment.
 - c. **Governing Law.** As permitted in 49 U.S.C. § 14101(b)(2), the Parties agree that this Agreement shall be interpreted in accordance with the laws of the State of Florida, without regard for choice-of-law principles. The sole, exclusive venue to resolve any dispute will be either the state or Federal court located in Duval County, Florida, and no other. Each Party expressly agrees to waive the right to a trial by jury, with any disputed issues of fact determined by a judge only.
 - d. **Notices.** Any notice required or permitted under this Agreement shall be deemed sufficient if sent by prepaid first-class mail, by a nationally recognized overnight courier, or by facsimile transmission, if such notice is sent to the address or fax number of, and marked to the attention of the individual noted in the signatory provision of this Agreement or to any other individual designated by the Party. Notices shall be considered to have been received by the addressee Party on the third business day after mailing, on the first business day after deposit with an overnight courier, or on the day a facsimile is transmitted if the sending machine produces written confirmation of a successful transmission. Each Party may change its designated contact, or update the contact information for such individuals, by prior written notice to the other Party in accordance with this Section 13.d.
 - e. **Entire Agreement; Amendments.** This Agreement represents the entire agreement and understanding of the Parties with regard to its subject matter. No prior understandings or agreements of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties before or after the Effective Date of this Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement. No amendment to this Agreement shall be valid unless set forth in writing and signed by both Parties.
 - f. **Representations and Warranties.** Neither Party has made a representation or warranty to the other that is either important or material in entering into this Agreement other than those expressly stated herein.
 - g. **Severability.** To the extent that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.
 - h. **Waiver.** Neither the failure of a Party to exercise any right, power, or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall be binding on either Party unless it is in writing and signed by the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a Party's rights, powers and privileges under this Agreement or at law or in equity.
 - i. **Force Majeure.** If either Broker or Customer is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken by a court or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Section 13.i, however, shall furnish the other Party with notice of the same no more than two (2) business days after the onset of the conditions delaying or preventing performance.
 - j. **Counterparts.** This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.
 - k. **Intra-Canadian Loads.** Notwithstanding anything herein to the contrary, Customer hereby acknowledges and agrees that Broker may assign all of its rights under this Agreement to R2 Logistics-Canada, ULC for any intra-Canadian loads without notice to Customer. Upon such assignment, all of Customer's obligations and responsibilities under this Agreement may be enforced by R2 Logistics-Canada, ULC.

I/we have read and agree to these Terms & Conditions of Service

Signature: _____

Printed Name: _____ Title: _____

Customer Name: _____ Date: _____

Exhibit A:
(Intentionally blank for Customer use)

Exhibit B:

Accessorial Schedule		
Service	Rate	Definition of Service
Detention	\$50.00	The first two hours are free. This is a rate per hour service that is billable in 30 minute increments thereafter.
Driver Assist	\$100.00	When a driver is required to load or unload a shipment. This is a flat rate
Equipment Ordered Not Used.	\$200.00	When requested to provide equipment of the transportation of a load and the load cancels within 24 hours of the agreed upon loading time. This is a flat rate per occurrence.
Stop Off Charge		
1st Stop	\$50.00	
2nd Stop	\$75.00	A charge for any scheduled stop between the shipper and consignee. This is a flat rate per occurrence rate in addition to any line haul charges
3rd Stop	\$100.00	
4th Stop	\$100.00	
Layover Charge Per 24 Hours	\$250.00	When requested to hold a carrier at a reference point of the load and the Carrier is required to stay from the close of business until the following open of business. Detention is not paid at the time of lay over pay is allowed.
Redelivery	\$50.00	When the Carrier attempts to make deliver and the consignee cannot accept the shipment at that given time, the carrier may be required to redeliver the product at a later date. This charge is a flat rate per occurrence in addition to any rate per miles traveled or shortage charges that may be applicable.
Reconsignment	\$50.00	A change in the consignee location after the shipment has arrived at the original destination. This is a flat fee per occurrence rate in addition to the normal line haul charges for the miles traveled on the shipment.

Initials _____