

## CARRIER PROFILE

PLEASE ATTACH THE FOLLOWING WHEN PACKET IS FILLED OUT AND COMPLETED:

- W9
- AUTHORITY
- INSURANCE CERTIFICATE LISTING: DPL LOGISTICS LLC 7923 S. OLIVE CT  
CENTENNIAL CO 80112

NAME OF CARRIER: \_\_\_\_\_ MC: \_\_\_\_\_

OWNERS NAME: \_\_\_\_\_ DOT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

REMIT TO/ MAILING ADDRESS (IF DIFFERENT): \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

NUMBER OF TRAILERS: \_\_\_\_\_ VANS: \_\_\_\_\_ FLATBED/STEP: \_\_\_\_\_ REEFERS: \_\_\_\_\_

CIRCLE THAT APPLIES:

TEAM SERVICE: (YES / NO)      OVERSIZE: (YES / NO)      HAZMAT: ( YES / NO )

DO YOU HAVE A BROKERAGE AUTHORITY? (YES / NO)

### CONTACTS

DISPATCHERS NAME (1): \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DISPATCHERS NAME (2): \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CLAIMS CONTACT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**BILLING AND SETTLEMENT****FACTORING COMPANY: (YES OR NO)****(IF YES) NAME OF FACTORING COMPANY:** \_\_\_\_\_**ADDRESS OF FACTORING COMPANY:** \_\_\_\_\_**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP** \_\_\_\_\_**A/R CONTACT NAME:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_**A/R CONTACT EMAIL:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_**BANK NAME:** \_\_\_\_\_ **BANK STATE:** \_\_\_\_\_**BANK ACCOUNT#:** \_\_\_\_\_ **ABA ROUTING#:** \_\_\_\_\_

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**PAYMENT OPTIONS****ACH DIRECT DEPOSIT: ( YES OR NO )      PAYMENT SPEED: REGULAR PAY OR QUICK PAY**

If regular pay is selected the carrier involved in hauling of freight will be paid net 30 days after the freight has been received and unloaded by consignee and a signed copy of the BOL is received by DPL Logistics LLC. Quick pay option will be paid in net 3 business days after freight is delivered and unloaded by consignee and a signed copy of a BOL is received by DPL Logistics. Quick pay option available at 5 percent cost of load this 5 percent cost will be deducted on what is owed to said carrier by DPL Logistics and will be deducted on the final invoice.

I \_\_\_\_\_ representative of \_\_\_\_\_ have read and agreed to the set payment terms set forth by DPL LOGISTICS LLC and understand that payment terms can only be changed by a authorized representative of DPL LOGISTICS LLC . I also understand that any information provided is truthful to the best of my knowledge and I knowingly did not provide any false information or representation of said carrier.

**Representative of carrier****SIGNATURE:** \_\_\_\_\_**DATE:** \_\_\_\_\_

## BROKER CARRIER AGREEMENT

This BROKER CARRIER AGREEMENT ("Agreement") is made and entered into on this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between \_\_\_\_\_ ("CARRIER") and DPL LOGISTICS, a Colorado corporation and a licensed property broker ("DPL LOGISTICS"). WHEREAS, the CARRIER is a motor carrier registered with the Federal Motor Carrier Administration ("FMCSA") under Docket No. MC \_\_\_\_\_ (attached as Schedule A), and desires to furnish contract carrier service to DPL LOGISTICS for the transportation of goods, property, freight or general commodities ("Freight"), and WHEREAS, DPL LOGISTICS is a broker of property registered with the FMCSA under Docket No. 1119800, and desires to solicit and arrange transportation of Freight, and WHEREAS, DPL LOGISTICS desires to avail itself of such transportation services and to compensate CARRIER for same in accordance with the terms of this Agreement. NOW, THEREFORE, in consideration of the mutual provisions, covenants and agreements contained herein, the parties hereto, agree as follows:

**(1) SERVICES.** CARRIER agrees to promptly and efficiently accept, transport by motor vehicle and deliver such quantities of Freight as DPL LOGISTICS may authorize for transportation to and from locations specified by DPL LOGISTICS. CARRIER agrees to provide for the term of this Agreement such operating and administrative support as necessary to adequately and properly perform the transportation services ("Services") required by, and to carry out the terms of, this Agreement.

**(2) BILLING AND PAYMENT.** All rates, fees and charges for transporting Freight ("Freight Charges") shall be agreed to in writing

provided, however, that in the event of an emergency, as determined by DPL LOGISTICS in its sole and absolute discretion, Freight Charges may be established or amended verbally; provided, further that both CARRIER and DPL LOGISTICS shall immediately confirm such verbal amendment by fax or email.

CARRIER represents, agrees and warrants that CARRIER will not invoice, contact or pursue shipper, consignor, consignee or any DPL LOGISTICS customer's or client's (each, a "Client" and collectively, the "Clients") for any Freight Charges and agrees that Carrier is limited to collecting Freight Charges from DPL LOGISTICS. DPL LOGISTICS will collect all Freight Charges from the Client on all Freight transported by CARRIER. CARRIER irrevocably agrees that it is doing business with DPL LOGISTICS based solely upon the creditworthiness of DPL LOGISTICS. CARRIER will be responsible for all costs and expenses associated with concessions or credits due to CARRIER'S actions or negligence and DPL LOGISTICS will have the right to offset any payable owed CARRIER. After Freight Charges have been paid, if CARRIER receives any additional funds or charges in connection with the Services such amount shall be the sole and exclusive property of DPL LOGISTICS and CARRIER is holding that amount in trust for the benefit of DPL LOGISTICS and will remit all such funds or charges to DPL LOGISTICS within one (1) business day. It is understood between the parties that DPL LOGISTICS may invoice the Clients for service charges in addition to the Freight Charge.

DPL LOGISTICS shall pay invoices within thirty (30) days after receipt at DPL LOGISTICS principal place of business of CARRIER'S original invoice and original signed proof of delivery. If DPL LOGISTICS receives an invoice more than ninety (90) days after the date of Freight delivery, payment on such invoice will be within the sole and absolute discretion of DPL LOGISTICS.

**(3) SCHEDULE OF REQUIRED INSURANCE.** CARRIER shall maintain in full force from and after the Effective Date and until the expiration or termination of this Agreement, insurance of the following kinds and amounts, or in the amounts required by law, whichever is greater:

(a) Commercial General Liability Insurance written on an occurrence basis in amounts not less than:

- (i) Bodily Injury: \$2,000,000.00 per person; \$2,000,000.00 annual aggregate.
- (ii) Property Damage: \$2,000,000.00 per occurrence; \$2,000,000.00 annual aggregate.

Commercial General Liability Insurance shall include: (a) Public liability coverage; (b) contractual liability coverage for the liabilities assumed by CARRIER under this Agreement; and (c) coverage for property and Freight in the care, custody of CARRIER.

The commercial general liability insurance shall (i) name DPL LOGISTICS as an additional insured, including without limitation, as an insured with respect to third party claims or actions brought directly against DPL LOGISTICS and CARRIER as co-defendants and arising out of this Agreement, (ii) contain a provision that DPL LOGISTICS, although named an insured, shall nonetheless be entitled to recovery for any loss suffered by DPL LOGISTICS as a result of CARRIER's negligence, and (iii) be written as a primary policy not contributing with any other coverage which DPL LOGISTICS may carry.

(b) Automotive or Fleet Liability Insurance in amounts not less than:

- (i) Bodily Injury: \$1,000,000.00 per person; \$2,000,000.00 per occurrence.
- (ii) Property Damage: \$2,000,000.00 per occurrence.

(c) Worker's Compensation Insurance and Employer's Liability Insurance affording (a) protection under the worker's compensation law of the state in which work is to be performed, or containing an all-states endorsement; and (b) employer's liability protection subject to a limit of not less than \$500,000.00.

(d) Crime Insurance in an amount not less than \$2,000,000.00 per occurrence.

(e) Motor Truck Cargo Insurance covering all property and Freight under the care, custody and control of CARRIER against all risks of physical loss or damage in an amount not less than \$150,000.00 per truckload in order to compensate shipper consignee or the beneficial owner of the shipment for any loss or damage thereto.

CARRIER shall provide DPL LOGISTICS with certificates of insurance evidencing the required coverage and naming DPL LOGISTICS as an additional insured consistently with the execution of this Agreement and upon each renewal of such policies thereafter, including a clause that obligates the insurer to give DPL LOGISTICS at least thirty (30) days prior written notice of any material change or cancellation of such policies. The section shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Agreement.

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**(4) REPS/WARRANTIES.** CARRIER represents, agrees and warrants that:

- (a) All information provided on DPL LOGISTICS Carrier Confirmation and DPL LOGISTICS Company Profile Form, whose terms are incorporated herein by reference, is true and correct in all respects;
- (b) CARRIER has the requisite qualifications to perform the Services required by this Agreement;
- (c) CARRIER does not have a FM CSA "Unsatisfactory" safety rating and will notify DPL LOGISTICS in writing immediately if its safety rating is changed to "Unsatisfactory";
- (d) CARRIER has obtained all necessary insurance, certificates, permits, franchise or licenses required in connection with the performance of such Services;
- (e) All contracts and agreements made by CARRIER with third parties in regard to this Agreement, whether written or oral, shall be entered into by the CARRIER in the name of and solely for the account of the CARRIER;
- (f) CARRIER waives all claims of lien, rights of lien and all other claims that CARRIER may have from time to time against any accounts receivable and rights to payment arising from the transportation of Freight pursuant to this Agreement and all proceeds thereof or any Freight that is transported pursuant to this Agreement and shall not withhold any Freight from a Client on any account;
- (g) CARRIER shall never leave equipment unattended or "drop" a trailer without DPL LOGISTICS express written permission and such written permission by DPL LOGISTICS will only be granted if the trailer is left or "dropped" in a secure facility;
- (h) CARRIER'S trucks are being hired by DPL LOGISTICS on a "dedicated," "exclusive," or TL (truck load) basis and not an LTL (less than truck load) or "partial" basis. Unless otherwise agreed upon in writing by DPL LOGISTICS, CARRIER may not transport Freight in the same truck during the same time in which such truck is transporting Freight and providing Services for DPL LOGISTICS;

- (i) DPL LOGISTICS may set off against amounts payable to CARRIER all present and future indebtedness of CARRIER to DPL LOGISTICS arising from this Agreement or any other transaction or occurrence;
- (j) CARRIER shall not subcontract or assign (i.e., "double-broker") any portion of their duties to transport the shipments of Freight contemplated by this Agreement; and
- (k) CARRIER agrees that if their current practice is to report brokers pay history to any agency or bureau, they will report DPL LOGISTICS based on this Agreement only (i.e., days from receipt of invoice and not days from delivery).

**(5) SHIPPING DOCUMENTS AND PROOF OF DELIVERY.** Each shipment hereunder shall be evidenced on a bill of lading or other mutually acceptable means (hereinafter called "Bill of Lading") containing, at a minimum, the information required under 49 C.F.R. § 373.101. Such Bill of Lading shall specify the accrual shipper and consignee of the shipment and shall specify "DPL LOGISTICS" as the billed party. CARRIER agrees to furnish DPL LOGISTICS with an original Bill of Lading and an original signed proof of delivery for each shipment of Freight made pursuant to this Agreement. CARRIER will have its applicable driver fax a proof of delivery immediately upon delivery of Freight to DPL LOGISTICS. If CARRIER cannot supply DPL LOGISTICS with the original proof of delivery, DPL LOGISTICS reserves the

right to obtain a proof of delivery, withhold all payments to CARRIER indefinitely and charge CARRIER a \$50.00 fee. DPL LOGISTICS may, but is not obligated to, prepare the Bill of Lading or other shipping document.

CARRIER acknowledges and agrees that the terms, conditions and provisions of the Bill of Lading shall be subject and subordinate to the terms, conditions and provisions of this Agreement, and in the event of a conflict between the terms, conditions and provisions of such Bill of Lading and of this Agreement, the terms, conditions and provisions of this Agreement shall govern. Absence, loss or incompleteness of the Bill of Lading shall not relieve CARRIER from responsibility for any Freight received by it, and the terms of this Agreement shall remain applicable to such Freight.

**(6) INDEMNITY.** CARRIER shall at all times (both during and after the term hereof) defend, indemnify, and hold harmless DPL LOGISTICS, its Clients, receivers, assigns, affiliates, subsidiaries and divisions, and each of their respective present and future officers, directors, employees, agents or independent contractors ("Indemnitees"), from and against any and all losses, damages, fines, penalties, expenses, costs (including attorney's fees), claims, demands, actions, judgments and liability, suits or proceedings (civil, criminal, administrative or investigative), settlements, or other relief of any kind or nature whatsoever ("Claim") in connection with, arising from or as a result of: (a) CARRIER's performance of the obligations pursuant to this Agreement, or breach thereof, by CARRIER or any of its agents, representatives, employees or contractors, or any of their respective officers, directors, contractors, employees, agents, representatives or servants, (b) any misrepresentation or breach of this Agreement, including breach of any representation, covenant or warranty, by CARRIER, and (c) all claims for injury to persons (including injury resulting in death) and damage to property arising out of caused by or in connection with the transportation of Freight. This indemnity shall not apply to the extent any liability is caused or contributed to by the negligent acts or omissions of any Indemnitee; in any such case the indemnity obligation of CARRIER under this paragraph shall be reduced by the percentage which any Indemnitee's negligent acts or omissions contributed to causing the liability. The obligations of the parties pursuant to this Paragraph 6 shall survive the termination or expiration of this Agreement with respect to any Claims, whether known or unknown, arising or subsequent to such termination or expiration.

**(7) LIABILITY FOR LOSS OR DAMAGE.** Acceptance of Freight for delivery by CARRIER shall constitute an acknowledgement that it is accepted free from damage. Pursuant to 49 U.S.C. § 14706 and in accordance with the terms of this Agreement, CARRIER shall be fully liable to DPL LOGISTICS for any loss, delay, theft or destruction of, or damage to, any and all of the Freight in the custody, care or control of CARRIER ("Loss") in the course of providing the Services. DPL LOGISTICS may notify CARRIER of such loss, damage or delay of, or injury to, Freight shall be filled by DPL LOGISTICS with CARRIER for payment. DPL LOGISTICS shall have the right to hold or set-off Freight Charges owed to CARRIER under this Agreement for any losses, unpaid claims or other amounts or deductions owed to shippers or consignees for my transportation of Freight by CARRIER until all claims are settled.

Should CARRIER or any of its employees, agents, representatives or contractors fail to make a required shipment or loading/unloading or otherwise fail to perform any other obligation hereunder, which failure is not excused by a force majeure condition as defined in

Section 12 hereof), DPL LOGISTICS may secure another carrier or contractor to perform such services and CARRIER shall pay all costs incurred by DPL LOGISTICS for alternate transportation services.

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**(8) PROHIBITED COMMUNICATIONS WITH DPL LOGISTICS CUSTOMERS.** During the term of this Agreement and for a period of two (2) years after its termination for any reason, CARRIER covenants that, without the express written consent of and participation with DPL LOGISTICS, CARRIER, its agents, contractors, employees or affiliates, or anyone directly or indirectly associated with CARRIER, or any under its control shall not directly, directly or indirectly, solicit, "back-solicit," contact, communicate with or induce, or attempt to elicit, contact, communicate with or induce, any DPL LOGISTICS Client for the purpose of (i) transporting Freight or traffic or any property, (ii) selling any product or service competitive or potentially competitive with DPL LOGISTICS, or (iii) terminating or adversely changing in any way such Client's relationship with DPL LOGISTICS. If CARRIER breaches this Agreement and solicits, "back-solicits", contacts, communicates with, induces or transports Freight, property, traffic or business from any DPL LOGISTICS client, then DPL LOGISTICS shall be entitled, for a period of three (3) years from the date of violation, to a commission from CARRIER in the amount of fifteen percent (15%) of the gross charge on any such shipment for said Client(s).

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**(9) CONFIDENTIALITY.** CARRIER will take all necessary precautions to keep the terms and conditions of this Agreement, the transactions contemplated hereby, DPL LOGISTICS and the Client's records, books, data and other confidential information concerning Freight, customer accounts, employees, pricing or business plans and strategies strictly confidential.

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**(10) RELATIONSHIP OF THE PARTIES.** It is expressly intended by the parties hereto, and CARRIER hereby specifically represents, agrees and warrants, that CARRIER is an independent contractor, duly licensed and qualified, having its own established place of business. It is further intended and agreed between the parties that CARRIER shall have sole control of the manner and means of performing its obligations under this Agreement. The specific means of accomplishing the purposes of this Agreement shall be left to the discretion of the CARRIER, provided that the object of this Agreement, the timely, safe and efficient pickup and delivery of Freight, is accomplished. If DPL LOGISTICS should at any time indicate in any manner its policies or procedures with regard to the specific means by which CARRIER shall perform its obligations under this Agreement, such communications shall be construed to be advisory only.

CARRIER agrees to pay all contributions, taxes, and other payments or charges required to be paid by an employer in accordance with the provisions of all applicable local, state and federal laws. Should CARRIER require tax reporting forms from DPL LOGISTICS, they are responsible for requesting the proper forms from DPL LOGISTICS no later than December 31st in the year services to be reported were performed.

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**(11) OVERCHARGES AND UNDERCHARGES.** Any action or proceeding by CARRIER to recover charges alleged to be due hereunder, and any action or proceeding by DPL LOGISTICS to recover overcharges alleged to be due hereunder, shall be commenced not more than one (1) year after delivery or tender of delivery of the Freight with respect to which such undercharges or overcharges are claimed. Claims by DPL LOGISTICS of overcharging shall be submitted to CARRIER. All overcharge claims and duplicate payments shall be handled and processed by CARRIER in accordance with 49 C.F.R. § 378 et seq.

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**(12) FORCE MAJEURE.** Neither is party caused hereto by will liable for failure or timely transport Freight under this Agreement failure, delay or other omission is caused by labour strikes, acts of God, war accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

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**(13) TERM/RIGHT TO TERMINATE.**

- (a) The term of this Agreement shall be in effect for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year periods, unless earlier terminated as hereinafter provided.
- (b) This Agreement may be terminated by either party, with or without cause, upon the giving of written notice to the other party at least thirty (30) days prior to the date of termination specified in such notice.

- (c) DPL LOGISTICS shall have the right to immediately terminate this Agreement upon CARRIER'S breach of any representation, warranty or covenant, or upon the gross negligence, fraud or wilful misconduct of CARRIER. Termination of this Agreement for any reason shall not release any party from any obligation that may have accrued prior to such termination, nor shall it preclude any party from exercising any remedies it may have at a law inequity to enforce such obligations.

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**(14) COMPLIANCE WITH LAWS.** CARRIER shall comply with all application federal, state and local laws and regulations concerning the transactions contemplated by this Agreement. CARRIER will promptly notify DPL LOGISTICS of any governmental or regulatory restrictions or obstacles that interfere with the ability of CARRIER to perform its services under this Agreement.

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**(15) MISCELLANEOUS.**

- (a) Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be valid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated.
- (b) Headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (c) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly therein provided in writing.
- (d) The rights and remedies provided under this Agreement are cumulative, non-exclusive and in addition to any other rights or remedies available to a party at law or in equity.
- (e) It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that CARRIER shall be free to accept freight for transportation from shippers other than DPL LOGISTICS and that DPL LOGISTICS shall be free to tender freight for transportation to carriers other than CARRIER.
- (f) Carrier shall not make any representations or enter into any negotiations, contracts or agreements on behalf of DPL LOGISTICS without the prior written consent of DPL LOGISTICS.
- (g) This Agreement may be amended or modified only by a written instrument signed by an authorized representative of DPL LOGISTICS.
- (h) This Agreement is binding upon, and insures to the benefit of, the parties and their respective successors and permitted assigns.

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**(16) ELECTRONIC SIGNATURE (E-SIGNATURE).** Carrier consents and agrees that their use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service DPL LOGISTICS offers; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes Carrier's signature, acceptance and agreement as if actually signed by Carrier in writing. Further, Carrier agrees that no certification authority or other third-party verification is necessary to validate Carrier's electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of Carrier's signature or resulting contract between Carrier and DPL LOGISTICS. Carrier understands and agrees that the eSignature executed in conjunction with the electronic submission of the application will be legally binding and such transaction will be considered authorized by Carrier.

**(17) GOVERNING LAW; FORUM; SERVICE OF PROCESS.** THIS AGREEMENT AND ALL DISPUTES ARISING AS A RESULT OF THE PERFORMANCE OF THIS AGREEMENT SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF COLORADO, REGARDLESS OF CONFLICT OF LAWS PROVISIONS. THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF AND VENUE IN THE STATE COURTS LOCATED IN DENVER COUNTY, COLORADO AND THE UNITED STATES DISTRICT COURTS LOCATED IN THE COLORADO. CARRIER WAIVES ANY OBJECTION IT MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THESE COURTS. THE PARTIES AGREE TO ACCEPT