

ER OVERNIGHTERS, INC

Send Invoices to:

6688 Joliet Rd, suite#351, Indian Head Park, IL 60525

FAX: 708-843-8186 Phone: 708-843-8390

* * * LOAD CONFIRMATION * * *

Carrier: Dubai Express Haul LLC
 MC# 1100230
 Date: 02/11/21

Contact: Mark
 Phone: 614-763-5551
 EMail:

Order

LOAD: 36914
 BOOKED WITH: Tomas
 Pick-Up: **MSC021221A16**

Commodity: Vinyl
 Weight: 17,000 lbs
 Trailer: V53

PICK 1

Mastic Sidney
 2615 Campbell Road
 Sidney, OH 45365

Date: 02/12/21 1000 APPT**Pu# MSC021221A16****BLIND SHIPMENT picking up for SIG Lines going to Ogden, UT****STOP 1**

DXB, Inc.
 640 Remington Blvd. Unit# B
 Bolingbrook, IL 60440

Date: 02/12/21 0800-1900 FCFS
 str8 through delivery
 call w/ ETA 630-640-1767

PLEASE DO NOT PARK HERE OVERNIGHT YOU WILL BE TICKETED,

NO DETENTION PAID AFTER 5PM or weekend loading

NO REEFERS OR STRAIGHT TRUCKS WILL BE LOADED, PICK UP EMPTY

DO NOT CALL ANY PHONES ON BOL/SHIPPERS RECIEVER OR WE WILL DEDUCT FROM THE RATE!!!!

Detention paid after 3hours, at \$25 per hour ONLY on FULL TRUCK LOADS not the LTL shipments. Driver must call for dispatch, when loaded with IN AND OUT times. While in route and if any problems shall arise to halt delivery on time. Failure to do so will result in deduction in pay. \$550.00 deduction for missed appointment time, a deduction rate per day for missed appointments. BOL must be faxed within 24 hours of delivery or \$100 deduction in pay.

DO NOT CALL ANY PHONES ON BOL/SHIPPERS RECIEVER OR WE WILL DEDUCT FROM THE RATE!!!!

Payment

Carrier Freight Pay: **\$750.00**

POD'S need to be faxed in within 24 hrs or rate deductions will be incurred, send to
accounting@erovernighters.com ORIGINALS ARE REQUIRED FOR PAYMENT

Instructions

Special Instructions here

DRIVER NAME: Adam 402-871-0682**TRUCK# 606 TRAILER# 45****X****Agreement****Please sign and fax back to: 708-843-8186**

*This rate shall remain in effect until cancelled by either party giving written notice to the other. All accessorial fees must be approved, and proper documentation must be faxed in for reimbursement.

*If load is "double-brokered", agreement is void.

*Rate confirmation must be signed and returned to ER OVERNIGHTERS, INC via fax: **708-843-8186**

*All overages, shortages, and damages must be reported immediately, before driver leaves the dock to ER OVERNIGHTERS, INC

*Any carrier unable to honor a scheduled appointment is required to call **708-843-8390**. Missed appointments are subject to and may warrant rate deductions.

WELCOME CARRIER.

We appreciate this opportunity to work with you and your firm. We will need the following

Items to complete your firm's carrier file:

- Copy of D.O.T. Contract Carrier Authority

- An Automobile Liability Certificate:

o In the amount of at least **\$1 million U.S.**

o Issued by an insurance company rated A- or better

o Listing **ER OVERNIGHTERS, INC.** as a **Certificate Holder** and **Additional Insured**

- A Cargo Insurance Certificate:

o In the amount of at least **\$100,000 U.S.**

o Issued by an insurance company rated A- or better

o Listing **ER OVERNIGHTERS, INC.** as a **Certificate Holder**

- W-9 form

- Broker/Carrier Transportation Brokerage Agreement

Please send the documents here:

- Preferred: scan then email documents to **accounting@erovernighters.com**

- Fax is available as an alternative: **708-843-8186**

Thank you for your assistance with obtaining the required information.

Sincerely, ER OVERNIGHTERS, INC

ER OVERNIGHTERS, INC

Billing Address: 6688 Joliet Rd, suite#351, Indian Head Park, IL 60525

BROKER/CARRIER TRANSPORTATION BROKERAGE AGREEMENT

In consideration of the agreements and representations made herein, effective _____, 2016, this Agreement is made between **ER OVERNIGHTERS, INC.** ("Third Party Logistics Company

/Broker"), and _____ ("Carrier") as follows:

A. Carrier is duly authorized to engage in operations in interstate and foreign commerce as a common and/or contract carrier for the transportation of general commodities by MC No. _____, (copies of which are on file with Broker); and

B. Broker is duly authorized to perform services as a broker of transportation of property by License No. MC-847808, and controls the selection of carriers for the transportation of the commodities to be tendered to Carrier.

1. SERVICES TO BE PERFORMED. Carrier shall transport shipments to and from such origins and destinations as may be designed by Broker from time-to-time in the Individual Load Confirmation and Rate Agreement delivered by Broker to Carrier, pursuant to the terms set forth in this Agreement. In addition, Carrier acknowledges and agrees that time is of the essence in the performance of the Transportation services. Carrier shall comply with all applicable laws and regulations, including without limitation, those pertaining to safety and security of its operations. Carrier represents and warrants that it does not have a U.S. Department of Transportation safety rating of "unsatisfactory" or "conditional." Carrier further agrees to notify Broker within twenty-four (24) hours of receipt of notice that Carrier has been issued a safety rating of either "unsatisfactory" or "conditional." Carrier further agrees that carrier will perform the Transportation services and services will not be double-brokered.

2. TERM. The term of this Agreement shall commence as of the date of this Agreement and shall continue for a one (1) year period thereafter, and shall automatically renew for additional one-year periods unless written notice of non-renewal is given by either party to the other at least sixty (60) days prior to the end of any term (the "Term"); provided, however, that this Agreement may be terminated at any time by either party upon sixty (60) calendar days' written notice; provided further, that if either party violates any material provisions of this Agreement, then the other party shall have the right to terminate this Agreement immediately upon written notice to that effect.

3. RATES. Broker shall pay Carrier the rates and charges set forth in one or more Individual Load Confirmation and Rate

Agreements. Such rates and charges shall be effective throughout the Term unless modified in a writing agreed to by both parties, which modifications shall be attached hereto and incorporated herein. Broker shall pay Carrier the rates and charges set forth on the Individual Load Confirmation and Rate Agreement delivered by Broker to Carrier. Carrier shall confirm the agreed-to rates and charges in a writing which may be sent to Broker by mail or facsimile. Unless Carrier objects in writing before the earlier of the time the freight is picked up or twenty-four (24) hours from the delivery of the mailing or facsimile, as applicable, Carrier shall be deemed to have agreed to such rates and charges.

4. INVOICING. Carrier agrees to bill Broker for service rendered hereunder. Payment of the freight charges shall relieve shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges. Broker agrees to pay Carrier for the applicable freight charges under this contract within sixty (60) days of receipt by Broker of Carrier's freight bill, bill of lading and signed delivery receipt free and clear of any exceptions. The Bill of Lading shall note that the shipments were transported by the Carrier acting as the carrier, and that the shipment was arranged by the Broker. Carrier agrees that delivery must occur and Carrier must provide an executed delivery receipt ("clear" with no exceptions) before payment is due pursuant to this Agreement. No payment will be required when appropriate documentation of delivery is not received by Broker within six (6) months after delivery. No payment will be required if Transportation services are not provided by carrier or carrier double-brokers Transportation services to another party. Carrier contact of shippers or consignees regarding freight payment is strictly prohibited and may, at Broker's option, void this Agreement.

5. INSURANCE. Carrier shall at all times during the life of this Contract maintain and carry the following insurance coverage with an acceptable company:

(a) Public liability and property damage with a minimum combined single limit of \$1,000,000.00 and General Liability with a limit of \$1,000,000.00. Such insurance shall name the Carrier as insured and include Broker as an additional insured (with respect to its contractual interests herein) with respect to liabilities for personal injury, including death, and property damage arising out of the ownership maintenance, use and/or operation of the equipment.

(b) Cargo insurance with a minimum limit of \$100,000 to compensate the Broker, owner or consignee of property which comes into the possession of Carrier in connection with its transportation service. Regardless of Carrier's status as either a common or a contract carrier the cargo insurance shall be in the form required by 49 C.F.R. Section 387.311, and shall have no restrictions or exclusions that would not be accepted by the Federal Motor Carrier Safety Administration (FMCSA) for filing under the above cited section, but shall in all respects be identical to the cargo insurance filed in accord with the said section including all required endorsements. (c) Worker's compensation at statutory limits and all states endorsement. (d) Carrier shall cause its insurance carrier(s) to forward to Broker a standard Certificate of Insurance which shall require the insurance carrier to give written notice thirty days prior to cancellation of such insurance for each of the above coverage's.

6. CARGO LIABILITY. Carrier assumes the liability required of an interstate motor common carrier under 49 U.S.C. § 14706, as amended, regardless of whether the shipment is interstate or intrastate in nature. Carrier's liability for the goods shall be for "full actual loss" which, by this Agreement, includes, but is not limited to the original invoice value charged consignee or the destination market value of goods lost or damaged, whichever is higher, freight charges, warehousing costs, transportation costs, and all other assessorial charges on loss and damage claims. Carrier's liability under this Agreement shall commence at the earlier of when Carrier signs the applicable bill of lading accepting Broker's, shippers, consignors or consignee's tender of shipment or Carrier has loaded such shipment upon Carrier's equipment at the point of origin. Carrier's liability shall end when Carrier has delivered such shipment to the designated destination, has received a signed delivery receipt and nothing further remains to be done by Carrier to deliver the shipment in accordance with the bill of lading. If a shipment is refused or Carrier is unable to deliver it for any reason, Carrier shall immediately notify Broker to receive instructions regarding the disposition of the shipment.

7. INDEMNITY. Carrier shall at all times both during and after the Term of this Agreement protect, defend, indemnify, and hold harmless Broker, its agents and employees against and from any and all liability, loss, damage, penalties, fines, costs and expenses of anykind whatsoever (including reasonable attorneys' fees and other legal costs and expenses), relating to claims for personal injury, death and damage to property, clean-up costs from commodity spills and damage to the environment asserted against Broker by any person and arising out of Carrier's acts or omissions under, or relating to, this Agreement.

8. BILL OF LADING. The bill of lading with respect to each shipment shall conspicuously identify (i) that the shipments were transported by carrier, acting as a carrier, and (ii) that shipment was arranged by Broker, acting as a broker. The name of the underlying shipper shall be inserted in the blank for the shipper and the name of the consignee shall be inserted in the blank for the consignee. This Agreement shall constitute the contract of carriage. The terms of the bill of lading are subordinate to the terms of this Agreement, and, in the event of a conflict between such bill of lading and this Agreement, the terms of this Agreement shall govern.

9. SETTLEMENT OF CARGO CLAIMS AND OTHER DISPUTES. All cargo claims and other disputes shall be settled in

accordance with the regulations codified at 49 C.F.R. Part 370.

10. INDEPENDENT CONTRACTOR. Carrier shall perform its services as an independent contractor and, to the extent required by law, shall have exclusive control and direction of the persons operating the equipment or otherwise engaged in such Transportation Services. Carrier assumes full responsibility for the acts and omissions of such persons and shall have exclusive liability for the payment of local, state and federal payroll taxes, or contributions or taxes for unemployment insurance, workers' compensation, old age pensions or other social security and related protection with respect to persons engaged in the performance of such Transportation Services. Neither Carrier nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of Broker.

11. COVENANT NOT TO COMPETE. During the Term and for a period of one (1) year after termination of this Agreement, Carrier shall not solicit Transportation Services from any shipper, consignor, consignee or customer of the Broker where (a) the availability of such Transportation Services first became known to Carrier as a result of Broker's efforts or (b) where the traffic of the shipper, consignor, consignee or customer of the Broker was first tendered to the Carrier by the Broker. If Carrier breaches this Agreement and "back solicits" Broker's Client and obtains traffic from such customer, Broker shall be entitled for a period of fifteen months after the involved traffic first begins to move, to commission from the Carrier of fifteen percent (15%) of the freight charges received on the movement of the traffic. In the event this Agreement expires or is otherwise terminated, the provisions of Section 11 shall remain in full force and effect.

12. LIENS. Carrier shall not permit and hereby waives any encumbrance or lien arising out of acts or claims against Broker to be entered, levied or to exist upon goods transported pursuant to this Agreement, including but not limited to a lien for freight charges which may be due for that particular shipment or any prior shipment. Carrier shall remove or release such lien or encumbrance immediately after becoming aware of the existence thereof and shall indemnify, defend (at Broker's option), and hold Broker harmless for any and all costs or expenses to Broker associated therewith, including costs and attorneys' fees incurred enforcing this clause.

13. FORCE MAJEURE. Neither party hereto will be liable for the failure to tender or timely transport freight under this Contract if such failure, delay or other omission is caused by strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities. The performance of this Agreement may be suspended by either party in the event such services are prevented by such strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities.

14. WAIVER. Any waiver by either party of any provisions or conditions of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement nor a waiver of a subsequent breach of the same provision or condition, unless such is expressed in writing and signed by the party to be bound.

15. BINDING EFFECT; BENEFITS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. CHOICE OF LAW AND FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and Title 49 of the United States Code and regulations adopted thereunder. Litigation regarding this Agreement may be brought only in state or federal courts in the State of Kansas.

17. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement, together with each of the Individual Load Confirmation and Rate Agreement documents, and any revisions, appendices, endorsements and amendments hereto or thereto, contains the entire and exclusive agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No modification of this Agreement is binding on either party unless such modification is in writing and signed by both parties.

18. ASSIGNMENT. Neither party may assign this agreement or any of its rights, duties or obligations, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the date first written above.

ER OVERNIGHTERS, INC CARRIER: _____

Signed: _____ Signed: _____

Printed: Edwin Vingilis Printed: _____

Title: Vice President Title: _____

Please scan signed agreement then email to grovernightters@gmail.com. Fax is available as alternative: 708-843-8186

OVERNIGHTERS

