NEW CARRIER PACKET

Carrier Name: _____

Welcome to MO&E Logistics! We are excited to add your company to our list of approved carriers. All carriers affiliated with MO&E Logistics are required to complete the documents in the Carrier Packet and return them along with the additional required documents for carriers. Below is a list of the documents in the Carrier Packet and the additional required documents for carriers. All documents are required to complete the carrier registration and on-boarding process.

Please review, complete and return all of the required documents and return via mail or email to:

MO&E Logistics
323 N. Turner Ave. #1401
Guasti, CA 91743
sturner@moandelogistics.com

CARRIER PACKET

- ◻ Carrier Profile
- ◻ Federal Safety Compliance Letter
- ◻ Broker – Carrier Agreement

DOCUMENTS REQUIRED BY CARRIER

- ◻ Active MC#/MX# or DOT# for intrastate carrier authority
- ◻ Proof of Operating Authority
- ◻ Completed Carrier Profile
- ◻ Completed Broker – Carrier Agreement
- ◻ Certificate of Insurance stating MO&E Logistics as a certificate holder
    - Proof of Commercial General Liability Insurance ($1,000,000 minimum)
    - Proof of Cargo Insurance ($100,000 minimum with no cargo exclusions)
    - Proof of Auto Liability Insurance ($1,000,000 single limit minimum; $5,000,000 if transporting hazardous materials)
    - Workers Compensation Insurance (as required by law)
- ◻ Optional – Proof of other insurance coverage (i.e. Umbrella Coverage, Reefer Breakdown Coverage, Hazmat Coverage)
- ◻ W-9
- ◻ Safety Rating documentation, if available

CARRIER PROFILE

Company/Carrier Name: _____ SCAC Code: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Company Email: _____

Contract Authority MC#: _____ Fed. ID#: _____

DOT#: _____ Safety Rating: _____

Hours of Operations (Mon – Fri): _____ (Sat – Sun): _____

Primary Contact: _____ Title: _____

Telephone: _____ Fax: _____ Email: _____

Emergency Contact Person: _____ Contact Number: _____

BROKER REFERENCES

Please provide 3 Broker References below or attach a separate sheet; Professional/Credit References only.

(1) Name: _____ Phone: _____ Email: _____

(2) Name: _____ Phone: _____ Email: _____

(3) Name: _____ Phone: _____ Email: _____

INITIAL: _____

EQUIPMENT, SERVICES and STATES *(please enter # of types or Y/N)*

Tractors		Vans		Reefers		Flats	
Teams		53s		Stretch		Nursery	
Log Post		Steps		DDs		RGNs	
Dumps		Tanks		Hopps		Pnmtc	
Etrac		B-Wrap		Beer		Wine	
Cargo Vans		Lift Gate		Straight Trucks		Conestoga	
Curtain Vans		Drop Trailers		Hot Shots		IMC	
LTL		Show Freight		Union		White Glove	

Hazmat Certified ____ **YES** ____**NO**

Accept Burst Email/Fax for Load Notices _____**YES** _____**NO**

Preferred Email/Fax For Notifications _____

Canada (Y/N) _____ **Lower 48 (Y/N)** _____

ORIGIN STATES *(please check all that apply)*

□ AL	□ AZ	□ AR
□ CA	□ CO	□ CT
□ DE	□ FL	□ GA
□ ID	□ IL	□ IN
□ IA	□ KS	□ KY
□ LA	□ ME	□ MD
□ MA	□ MI	□ MN
□ MS	□ MO	□ MT
□ NE	□ NV	□ NH
□ NJ	□ NM	□ NY
□ NC	□ ND	□ OH
□ OK	□ OR	□ PA
□ RI	□ SC	□ SD

DESTINATION STATES *(check all that apply)*

□ AL	□ AZ	□ AR
□ CA	□ CO	□ CT
□ DE	□ FL	□ GA
□ ID	□ IL	□ IN
□ IA	□ KS	□ KY
□ LA	□ ME	□ MD
□ MA	□ MI	□ MN
□ MS	□ MO	□ MT
□ NE	□ NV	□ NH
□ NJ	□ NM	□ NY
□ NC	□ ND	□ OH
□ OK	□ OR	□ PA
□ RI	□ SC	□ SD

INITIAL: _____

□	□	TX	□ UT	□ TN	□	TX	□ UT
T N	□	VA	□ WA	□ VT	□	VA	□ WA
□ V	□	WI	□ WY	□ WV	□	WI	□ WY
T							
□ W							
V							

ACCOUNTING INFORMATION PAGE

*** Required Information For Processing**

* Accounting Contact: _____ Position: _____

* Phone: _____ Ext. _____ Direct Line: _____

Remittance Email: _____

PAYMENT INFORMATION

* Do you use a Factoring Company? _____ YES _____ NO

Factoring Company: _____

(Please attach notice of assignment or fill out the below)

Contact Name: _____ Phone: _____

Factor Address: _____

City: _____ State: _____ Zip Code: _____

INITIAL: _____

44 DAY PAY

From Date And Time Of Receipt Of Invoice And Bill Of Lading
(Please Choose ____ Mail ____ Deposit)

Mail – Free Direct Deposit (Please Attach A Voided Check)

Name of Bank: _____

Type of Account: _____ Checking _____ Savings

9 – Digit Routing#: _____

Account Number: _____

CARRIER SIGNATURE: _____ DATE: _____

INITIAL: _____

BROKER – CARRIER AGREEMENT

This Broker – Carrier Agreement (the "Agreement") is made this ____ day of _____, 20__, by and between **MO&E Logistics** (the "Broker"), a Registered Property Broker whose principal office is at 323 N. Turner Ave. #1401, Guasti, CA 91743 with MC# 1064293 and _____, a Registered Motor Carrier whose principal office is at _____ with Permit/Certificate No. DOT _____ (the "Carrier"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (the "FMCSA"), or its predecessors, within the U.S. Department of Transportation.).

RECITALS

WHEREAS, Broker is duly licensed and registered as a property broker to arrange for the transportation of property by motor carrier under US DOT# 3336836 issued by the FMCSA.

WHEREAS, Carrier is a duly licensed motor carrier with an active DOT# _____ issued by the FMCSA (or its predecessor) and desires to furnish contract carrier service to provide transportation service for the shipments tendered to it by Broker.

NOW, THEREFORE, intending to be legally bound, the parties enter into this Agreement in accordance with 49 U.S.C. §14101(b)(1) to provide specified services under specified rates and conditions, and expressly waive any or all rights and remedies under 49 U.S.C. §13101 through §14914 that are contrary to the specific provisions of this Agreement and agrees as follows:

AGREEMENT

1. **Description of Services.** During the term of this Agreement, Broker agrees to tender to Carrier on a non-exclusive basis, and Carrier agrees to accept from Broker, from time-to-time, shipments consisting of certain goods for transport between points within North America. Carrier will, using due care, pick-up, as and when requested, transport in a timely manner, and deliver in good order and condition, the shipments which are tendered by Broker to Carrier, in accordance with the terms set forth in this Agreement ("Services").

   Every shipment tendered to Carrier by Broker on or after the date of this Agreement will be deemed to be a tender to Carrier as a motor contract carrier and will be subject to the terms of this Agreement.

2. **Carrier's Operating Authority.** Carrier represents and warrants that it is fully authorized to lawfully provide the Services covered by this Agreement in all the jurisdictions covered by this Agreement, as a contract carrier of general commodities freight for interstate and intrastate transport in the United States. Carrier further represents and warrants that Exhibit A, attached hereto is a true, correct and complete copy of the required local, state, and federal operating licenses, permits and certificates of Carrier as of the date of this Agreement necessary to provide the Services. Carrier will obtain and keep in good standing during the term of this Agreement all local, state, and federal permits, licenses and registration requirements and pay any governmental changes necessary to allow the Carrier to provide the Services set forth this Agreement.

3. **Carrier's Legal and Regulatory Compliance.** Carrier represents and warrants that it has complied, and will comply, with all federal, state, and local laws, codes, regulations, rules and orders applicable to the performance of the Services hereunder. The parties acknowledge that in the event the failure of Carrier to comply with or conform to the provisions or orders of regulatory agencies having jurisdiction over this Agreement or the Services, results in different or additional charges for the Services, Carrier will be responsible for indemnifying Broker from such charges by paying Broker liquidated damages equal to any additional charges required to be paid, and any costs or attorneys' fees incurred by Broker in connection therewith.

4. **Carrier's Operating Responsibilities.** Carrier will be responsible for the procuring and operation of the vehicles it uses and the employment, training, supervision and control of the drivers and any helpers. Carrier will be responsible for safe and unlawful operation of the vehicles used in their performance of the Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment, labor, fuel, supplies, and insurance. Carrier will notify Broker promptly by telephone of any accident, theft or other occurrence that impairs the safety of or delays the delivery of Broker's customer's goods.

   Carrier will at all times during the terms of this Agreement, maintain the highest safety rating established by any country, and if applicable, state, providence or territory through which Broker's cargo will be transported, which, for purposes of this Agreement, shall mean the (a) safety rating system established by the FMCSA, for motor carriers operating in the United States and/or (b) for motor carriers operating in Canada, the safety rating system established under the National Safety Code ("NSC") Safety Fitness Certificate issued by the Canadian provide or territory where Carrier's vehicles are base-plated. Carrier further warrants that it holds and shall maintain during the term of this Agreement, at minimum, a "satisfactory" or "unrelated" safety rating, or a substantively equivalent rating under the Carrier Safety Management System, implemented under the FMCSA Compliance, Safety, Accountability ("CSA") program, with respect to Carrier's operations in the United States and a substantively equivalent rating under the Carrier's NSC Safety Fitness Certificate, for its operation within Canada. Carrier agrees to notify Broker immediately if the safety ratings changes, or if it is found by any governing authority to have violated any law or regulation related to safety or insurance coverage.

   To the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, Carrier, on behalf of shipper, consignee and broker interests, warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. Carrier shall be liable to Broker for any penalties, or any other liability, imposed on, or assumed by Broker due to penalties imposed on Broker's customer because of Carrier's use of non-compliant equipment.

   Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of Broker. No authority has been conferred upon Carrier, by Broker, to hire any persons on behalf of Broker and Carrier will assume full responsibility for selecting, engaging and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier will assume full responsibility for complying with all applicable laws and regulations for the

benefit of its employees and under no circumstances will Broker be liable for the debts or obligations of Carrier for the wages, salaries, or benefits of Carrier's employees.

5. **Receipts.** Each shipment will be evidenced by a written form initiated by the consignor at the point of origin of the shipment in a form acceptable to Broker, and will be legibly signed by the Carrier showing the kind and quantity of the commodity received at the loading point(s) specified. Such form will be evidence of receipt of such commodities by Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. In the event that a bill of lading is issued for any shipment its purpose shall be only to evidence the receipt of the cargo. Shipper will not be bound by the terms and conditions on such bill of lading reciting the rate, classification, rules or practices which limit Carrier's liability. Any unauthorized alteration or use of bills of lading or other shipping documents or use of any bill of lading not acceptable to Broker shall void the Broker's and its customers' obligation to make any payments to Carrier relating to the shipment and void all rate quotes.

   In the event that the Broker's name is inserted in a bill of lading or any other shipping documentation, such insertion shall not change Broker's status as a property broker or Carrier's status as a motor carrier.

   Upon acceptance of the shipment, Carrier shall assume liability for the cargo until proper delivery is made to the consignee. Carrier will obtain a delivery receipt signed by the consignee at the time of delivery showing the kind, quantity and condition of the commodity delivered at the specified destination and the time of delivery. Absence or loss of any such documents will not relieve the Carrier of responsibility for freight accepted by it. In the event any term or provision contained in such documents conflict in any way with any term or provision of this Agreement, the terms and provisions of this Agreement will take precedence and control.

6. **No Substituted Services and Diversion/Reconsignment.** Effective upon acceptance of a shipment from Broker for the Broker's customer's account, Carrier shall perform the transportation services itself and shall not re-broker, co-broker, assign, interline, subcontract or transfer the transportation of the shipment to another entity (collectively, "Substituted Services"). If Substituted Services of any type are used once Carrier has accepted the tender of the shipment from the Broker, any provision in this Agreement related to a limitation of liability for cargo damage, shortage/loss or delay shall be void and Carrier (i) will be liable to Broker's customer for any loss, damage or delay to Broker's customer's goods incurred during transportation services based on the "actual loss" as defined in Section 9 below and (ii) shall indemnify Broker as to any such loss, damage, or delay on the same basis. Carrier shall not have any right to, in any way, negate, eliminate, circumvent or alleviate Carrier's liability to Broker or Broker's customer which may be inconsistent with the provisions of this Agreement. Carrier will not allow the diversion or reconsignment of any shipment except upon written instructions by Broker or Broker's customer. Carrier will not accept instructions for diversion or reconsignment of any consignee or third party without the written consent of Broker or Broker's customer.

7. **Rates.** Carrier agrees to transport shipments tendered by Broker at the rates and charges agreed upon, which shall be outlined in writing and signed by Carrier for each shipment accepted by Carrier under this Agreement. Carrier and Broker agree that any tariff rates, accessorial charges, rules and regulations established and/or published by Carrier shall not

apply to any shipment tendered under this Agreement unless specifically agreed to by Carrier and Broker, in writing. Any change in rates, charges, or rules and regulations shall be mutually agreed to and confirmed in writing, signed by both parties.

Rate Confirmation Sheets shall be deemed to be accepted amendments to this Agreement. Due to document storage considerations, the Rate Confirmation Sheet need not be attached to the original Agreement, but may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to the written agreement shall apply to the Rate Confirmation Sheet. If either party disputes the accuracy of the amended rate, that party shall, within 24 hours of receipt of it, notify the other party, and a disputed rate shall not become an amended rate until agreed to by both parties.

8. **Payment.** Carrier authorizes Broker to invoice Broker's customers for services provided by Carrier. Carrier agrees to invoice Broker, and only Broker, and acknowledges that Broker is the sole party responsible for payment of its invoices and assigns Broker all its rights to collect freight charges from Broker's customer or any responsible third party upon receipt of payment of its freight charges from Broker. Under no circumstance, shall Carrier seek payment from Broker's customers, the consignor, any consignee, or any entity other than Broker. Payment of the freight charges by Broker to Carrier 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 transportation of shipments under this Agreement in accordance with the rates described herein, within 3 business days (3) days of receipt of Carrier's invoice and signed delivery document covering such transportation; provided, however in the event a shipment is the subject of cargo shortage/loss, damage or delay Broker reserves the right to withhold payment to Carrier for the shipment in question until the cargo shortage/ loss, damage, or delay issue is resolved with Broker's customer. Broker reserves the right to deduct an amount equal to the shortage/loss, damage/spoilage, or delay claim resulting from the negligence or alleged negligence on the part of the Carrier, its agents, servants, or employees. Broker shall furnish to Carrier a written explanation and itemization of all deductions computed at the time deductions are made. Further, compensation paid under this Agreement may be withheld, in whole or in part, by Broker to satisfy any obligation paid by Broker which is the financial responsibility of Carrier.

9. **Cargo Loss, Damage, and Delay.**

   (a) Carrier shall be liable to Broker and Broker's customers, for the actual loss of, damage to, or delay of Broker's customers' freight, while under the Carrier's care, custody, or control according to the provisions of 49 U.S.C. Section 14706. The term "actual loss" shall mean the full invoice price charged by Broker's customer to its customers for the kind and quantity of product lost, damaged or destroyed, plus freight charges (unless included in the invoice price), less salvage value, if any, subject to a limitation of liability set forth in Appendix 1, unless otherwise agreed upon between Broker and Carrier in writing.

   The liability of Carrier for delay in delivering a shipment shall be the greater of either the full actual value of the cargo or those damages that are reasonably foreseeable. No

limitation of liability will apply as to delay. Carrier will have no lien or will accordingly waive its right to any lien upon any shipment of Shipper's cargo or portion thereof.

(b) Except as set forth below in this Subsection (b), Carrier agrees that the provisions contained in 49 CFR Part 370, shall govern the processing of claims for loss, damage, or delay to property and the processing of salvage.

i. Carrier shall immediately notify Broker of any cargo damage, shortage/loss, or delay. Failure to comply with this notice provision shall void any limitation of liability and cause Carrier to be responsible for full liability of any damages or shortages of a shipment based on the "actual loss" as defined in Section 9(a) above without regard to Broker's customer's ability to mitigate damages.

ii. The determination regarding the acceptability and/or salvageability of any food product intended for human consumption transported by Carrier shall be within the sole discretion of Broker's customer and shall be binding on Carrier.

iii. The determination regarding the salvageability of any damaged cargo (other than food products) shall be determined by Broker's customer and Carrier shall be liable for all costs and expenses associated with Broker's customer's mitigation of damages including any inspection; storage; preparation of the cargo for reshipping; and the reshipping, if applicable.

iv. Claims based on concealed loss/damage reported to Carrier by Broker within five (5) business days of the date of delivery will be treated as though an exception notation had been made on the delivery receipt at the time of delivery.

v. It is the obligation of Carrier to properly inspect cargo upon the discovery of damage. In the event Carrier fails to inspect the cargo within five (5) business days of the date Carrier becomes aware of the damage, or upon receipt of the goods to be returned to the consignor because of the damage, whichever is earlier, Carrier waives its rights to inspect the goods and agrees to be bound by the fact presented by claimant.

vi. Carrier shall not sell, or attempt to sell, Broker's customer's freight for salvage or otherwise without Broker's customer's prior written authorization. For any damaged product which Broker's customer permits Carrier to resell, Broker's customer will have the right to remove all identifying marks and labels on such product.

vii. If the cargo is able to be repaired and restored to good marketable condition, Carrier will be liable for the costs of repairs including the costs of all labor and other necessary expenses, not to exceed the actual value of the kind and quality of product damaged.

viii. Failure of Carrier to pay, decline or offer settlement within thirty (30) days of receipt of the claim shall be deemed an admission by Carrier of full liability of the amount claimed and a material breach of this Agreement.

10. **Term**. The term of this Agreement shall be for a period of one (1) year from the Effective Date set forth above and shall automatically renew for additional one (1) year periods, unless terminated pursuant to Section 11 below.

11. **Termination.** If either party refuses or fails to perform any duty or obligation under this Agreement, fails to comply with applicable laws or regulations, suffers impairment of its financial responsibility, or otherwise defaults in any way, the non-defaulting party will have the option, without prejudice to any other right or remedy, to terminate this Agreement upon three (3) business days' advance written notice. Otherwise, either party may terminate this Agreement at any time without cause, by giving thirty (30) days prior written notice to the other party.

12. **Insurance.** Carrier shall procure and maintain at all times during the term of this Agreement, at its sole cost and expense, with reputable and financially responsible insurance carriers the below insurance coverages in not less than the amount specified below. Carrier insurance provider must be rated "A" or better with AM Best Company. Such amounts merely suggest minimum coverages and are not intended to establish any limitations of Carrier's liability for its acts or omissions. Additionally, the exclusions that may be contained in any of Carrier's insurance policies shall not exonerate Carrier from liability.

    (a) Commercial General Liability Insurance – Insuring against liability for injury to persons, including injuries resulting in death, environmental restoration and loss or destruction of or physical damage to property, including any vehicle or other equipment furnished by the shipper for and in connection with the transportation services the Carrier renders, in a combined single limit of not less than $1,000,000.00 per occurrence;

    (b) Cargo Insurance – Insuring Carrier against liability for loss or damage to commodities while in the custody, possession or control of Carrier in an amount not less than $100,000.00 per shipment which policy shall not contain any exclusions for negligent acts, infidelity, fraud, dishonesty, or criminal acts of Carrier's employees, agents, contractors, officers or directors;

    (c) Auto Liability Insurance – Insuring Carrier against liability for loss or damage to property and bodily injuries associated with an accident or other covered incident in an amount not less than $1,000,000.00 per occurrence; and

    (d) Workers' Compensation Insurance – Insuring Carrier's employees in accordance with statutory requirements for all applicable jurisdictions.

    If Carrier's insurance is threatened to be, or is, terminated, cancelled, suspended, reduced, or revoked, Carrier must immediately notify Broker. Carrier shall provide Broker certificates or other evidence of the foregoing insurance coverages upon request by Broker.

13. **Indemnification.** Carrier shall defend, indemnify and hold harmless Broker and Broker's customers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders,

decrees, awards, costs, expenses, including attorneys' fees, settlements and claims on account of:

(a) Loss or damage to property (other than cargo), or personal injury, including death, which may be sustained by the parties, their employees or third parties, arising out of or in connection with Carrier's performance of the services set forth herein;

(b) Loss, damage or delay in transit as to all goods which Carrier receives through Broker for transport according to Rate Confirmation Sheet, until Carrier delivers such goods and the same are signed for by the consignee;

(c) Carrier's breach of any of its representations, warranties and/or covenants in this Agreement; and

(d) Carrier's failure to comply with workers' compensation requirements or any claim for workers' compensation asserted against Broker or its customer by Carrier's employees, or their personal representatives.

This provision will not be construed in any circumstance to constitute an indemnification contrary to any government law that prohibits indemnification against loss, liability, cost or expenses incident thereto, caused by the negligence of such indemnity. Exclusions in Carrier's insurance coverage(s) shall not exonerate Carrier from this liability.

14. **Confidentiality.** As part of the business relationship between Broker and Carrier, either party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the Confidential Information.

    Carrier agrees that Broker's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3. Except as may be required by law, the terms and conditions of the Agreement and information pertaining to any Services will not be disclosed by either party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each party. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

15. **Non-Solicitation.** Carrier agrees that during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit traffic from any Broker, consignor, consignee, or customer of the Broker where (a) the availability of such shipments first became known to Carrier as a result of Broker's efforts; or (b) the shipments of the consignor, consignee, or customer of the Broker was first tendered to the Carrier by the Broker.

In the event Carrier violates the terms of this Section 15 and back-solicits Broker's customers and obtains traffic from such customers, Broker is then entitled, for a period of twelve (12) months after the traffic first begins to move, to a commission from the Carrier of fifteen percent (15%) of the transportation or revenue received on the movement of traffic. Carrier understands and agrees that the provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in this Agreement. Further, Carrier agrees that any violation of the covenant not to compete will cause irreparable injury to Broker, and that Broker will be entitled to a restraining order and an injunction to stop the back-solicitation of traffic.

16. **Dispute Resolution.** Except as set forth in subsections (d)(i) and (d)(ii) below, any claim, dispute or controversy including, but not limited to, the interpretation of any federal statutory or regulatory provisions purported to gain compass by this Agreement; or enforcement of any statutory rights emanating or relating to this Agreement shall be resolved on an individual basis (and not as part of a class action) exclusively between Broker and Carrier.

    The proceedings will be conducted under the rules of (select one): __ Transportation Arbitration and Mediation PLLC ("TAM"); __American Arbitration Association ("AAA"); or ___Transportation ADR Council, Inc. ("ADR"), upon mutual agreement of the Parties, or if no agreement, then at Broker's sole discretion. The Parties may however agree between themselves that the arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR. Any arbitration proceedings under this Agreement shall be governed by the following rules:

    (a) A written demand for arbitration must be mailed to the other Party within eighteen (18) months of the occurrence of the claim breach other than giving rise to the controversy or claim. **Failure to make such timely demand for arbitration shall constitute an absolute bar to the institution of any proceedings and a waiver of any claim**. The demand for arbitration shall identify the provision(s) of this Agreement alleged to have been breached and shall state the issue to be submitted to arbitration and the remedy sought. The demand for arbitration will be forwarded to the arbitration service selected through agreement of the Parties, as outlined above, or as selected by Broker and the proceedings shall be conducted at the office of TAM, AAA or ADR nearest Ontario, California or such other place as mutually agreed upon in writing. The arbitration may be conducted by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. The decision of the arbitrator(s) shall be binding and final and the award for the arbitrator may be entered as judgment in any court of competent jurisdiction. A rational and reasoning of the decision of the arbitrative(s) shall be fully explained in a written opinion.

    (b) As to any dispute or controversy which under the terms of this Agreement is a proper subject of arbitration, no suited law or in equity based on such dispute or controversy shall be instituted by either party other than a suit to conform, enforce, vacate, modify or correct the award of the arbitrator(s) as provided by law; provided, however, that this clause shall not limit Broker's right to obtain any provision or remedy including, without limitation, injunctive relief, writ for recovery of possession or similar relief from any court of competent jurisdiction, as may be necessary and Broker's sole judgment to protect its rights.

(c) General pleadings and discovery processes related to the arbitration proceeding shall comply with the federal rules of civil procedure. The provisions of this Section 16 shall not apply to the enforcement of the award of arbitration.

(d) This arbitration provision is subject to the two exceptions set forth below.

i. (BROKER INITIAL____; CARRIER INITIAL____.) Subject to the time limitation set forth above, for disputes where the amount in controversy exceeds $3,000, Broker shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

ii. (BROKER INITIAL____; CARRIER INITIAL_____.) Subject to the time limitation set forth above, for disputes where the amount in controversy does not exceed $3,000, Broker shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

iii. Venue, controlling law, and jurisdiction in any legal proceedings under Subparagraphs (i) or (ii) above shall be in San Bernardino, California.

17. **Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure event ("Force Majeure Event(s)"): (a) and act of God; (b) flood, fire, earthquake, or other potential disaster(s), catastrophe(s), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) outbreaks of infectious disease, including but not limited to epidemics and pandemic; (i) any governmental action that places restrictions on travel, movement, or large gatherings; and (j) other similar events beyond the reasonable control of the Impacted Party. The party experiencing force majeure will notify the other party promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

18. **Waiver/Enforceability.** The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving Party. The unenforceability of a provision of this Agreement or portion thereof will not affect the enforceability of any other provision of this Agreement or portion thereof.

19. **Entire Agreement.** This Agreement, together with any Appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements.

20. **Governing Law.** This Agreement is to be construed according to federal law governing transportation and the laws of the State of California and the parties hereby stipulate the exclusive jurisdiction of the courts situated in San Bernardino County, California. If any part of this Agreement is determined to be contrary to law, such determination shall not affect the validity of any other terms or conditions. Carrier shall pay all costs, expenses and attorney fees which may be expended or incurred by Broker or Broker's customer in successfully enforcing this Agreement or any provision thereof, or in exercising any right or remedy of Broker or its customers against Carrier, or in any arbitration or litigation incurred by Broker because of any act or omission of Carrier under this Agreement.

21. **Notices.** Unless otherwise provided notices required under this Agreement must be in writing and delivered by (i) registered or certified U.S. Mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of "Transmission OK" acknowledgement, or (iv) delivery by a reputable overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the notice delivered as provided in (i) (ii) or (iv)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

To Carrier: _____
_____
_____

Attn: _____
Facsimile: _____

To Broker: MO&E Logistics
323 N. Turner Ave. #1401
Guasti, CA 91743
Attn: _____
Facsimile: _____

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of the parties, effective as of the date set forth above.

CARRIER	BROKER
_____	_____
Signature	Signature
Printed Name: _____	Printed Name: Susan Turner

APPENDIX 1

Limitations of Liability

Absent a written agreement between Broker and Carrier to the contrary, the cargo liability of any Carrier contracted by Broker to transport Broker's customer's freight shall be subject to the following limitations:

(a) $25.00 per pound, per package for less than truckload ("LTL") shipments (ground shipments up to 20,000 lbs.);

(b) $100,000.00 per truckload shipment; or

(c) $100.00 per package for shipments if a parcel carrier, unless a higher value is declared at the time of tender and a greater charge paid as provided in the parcel carrier's general rules tariff.

EXHIBIT A

Copies of Operating Licenses, Permits and/or Certificates Referenced in Section 2 of this Agreement

FEDERAL SAFETY COMPLIANCE

Prior to transporting freight for customers of MO&E Logistics, Carriers must be in compliance with United States Department of Transportation ("USDOT") and Federal Motor Carrier Safety Administration ("FMCSA") safety regulations described in part in 49 C.F.R. §§382-396, as amended. Please indicate below that you are in compliance with, and will continue to operate in compliance with, all safety requirements of USDOT and FMCSA during the term of your agreement with MO&E Logistics.

USDOT and FMCSA safety compliance requirements include, but are not limited to, Carriers following a written safety plan addressing the following:

A. Driver compliance with:
   1. Hours of service regulations.
   2. Commercial drivers license standards and qualification.
   3. Moving violations and fatal accident regulations.
   4. Drug and alcohol testing regulations.

B. Carrier compliance with:
   1. Inspection, repair, and maintenance files for all equipment showing compliance with federal regulations.
   2. All other applicable safety fitness procedures.
   3. Logs of port inspection reports/violations.

We hereby certify that we are currently in compliance with and during the term of our agreement with MO&E Logistics will remain in compliance with all USDOT and FMCSA safety requirements, as amended, and agree to notify MO&E Logistics immediately in the event of any change in our compliance or safety rating.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____