



Dear Contract Carrier,

England Logistics would like to add your company to our growing list of active, approved carriers.

Please return the following information by fax or mail in order to be placed on active status.

- _____ Carrier Profile (attached)
- _____ Carrier's Registration & D.O.T. Safety Rating review letter
- _____ Completed form W-9 (attached)
- _____ Cargo insurance certificate making England Logistics a certificate holder (\$100,000 minimum with no cargo exclusion)
- _____ All auto liability insurance certificates naming England Logistics as certificate holder. Combined single limit minimum of \$1,000,000
- _____ Signed Hazmat – 232 Compliance Page (attached) (if applicable)
- _____ Signed copy of the Transportation Brokerage Agreement (attached)

Fax or Mail to:

England Logistics
P.O. Box 30130
Salt Lake City, UT 84130-0130
Fax: 801-736-7066





ENGLAND LOGISTICS CONTRACT CARRIER PROFILE

COMPANY NAME: _____

DBA: _____ HEADQUARTERS: ___ Y ___ N

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ FED ID # _____

CONTACT: _____ BILLING /AR CONTACT: _____

E-MAIL (mandatory): _____ PHONE: _____ FAX: _____

DOT#: _____ MC#: _____ SAFETY RATING: _____ MWBE Certified?: Y ___ N ___ (Fax proof of certification with application)
(Minority or Women-Owned Business Enterprise)

FACTORING: ___ YES ___ NO COMPANY: _____ EXPIRATION: _____

EQUIPMENT SUMMARY: # OF TRACTORS: _____ # OF TRAILERS: _____

	SIZE	#	SIZE	#	SIZE	#
REEFERS	_____	_____	_____	_____	_____	_____
DRY VANS	_____	_____	_____	_____	_____	_____
FLATBEDS	_____	_____	_____	_____	_____	_____

SATELLITE: _____ PAGER: _____ MOBILE: _____

BILLING INFORMATION

This document will be used to set-up your company as a vendor for C.R. England, Inc.

***All Fields MUST be completed**

REMITTANCE ADDRESS _____

CITY: _____ STATE: _____ ZIP: _____

FACTORING COMPANY NAME: _____

FACTORING REMITTANCE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERSON COMPLETING FORM: _____ TITLE: _____

PHONE: _____ REMITTANCE EMAIL: _____

1325 South 4700 West, Salt Lake City, Utah 84104 PO Box 30130, Salt Lake City, UT 84130-0130
(P): 800-848-7813 (F) 801-736-7066 www.englandlogistics.com





Taxpayer Identification Number Request

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723.

Federal law on backup withholding preempts any state or local law remedies, such as any right to a merchant's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payor is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Instructions: Complete part 1 by completing the row of boxes that corresponds to your tax status. Complete part 2 if you are exempt from form 1099 reporting.
Complete part 3 to sign and date the form, and return it to us in the enclosed envelope.

Part 1 Tax Status: (complete one row of boxes, please print or type)

Individuals:

Individual Name:	Individual's Social Security Number: - - - - -
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Sole Proprietor:

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

Business Owner's Name:	Business Owner's Social Security #: - - - - -	Business or Trade Name:
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Partnership:

Name of Partnership:	Partnership's Employer ID Number: - - - - -	Partnership's Name on IRS Records (see IRS Mailing Label)
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Corporation,
Exempt Charity,
Or other entity:

A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

Name of Corporation or Entity:	Employer Identification Number: - - - - -
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Part 2 Exemption:

If exempt from 1099 reporting, check here:
And circle your qualifying exemption reason below

1. Corporation
2. Tax Exempt Charity under 501(a), or IRA
3. The United States or any of its agencies or instrumentality's
4. A state, the District of Columbia, a possession of the U.S., or any of their political subdivisions
5. A foreign government or any of its political subdivisions

Part 3 Certification:

I certify under penalty of perjury that the Tax Identification Number I have provided is correct.

Person completing this form: _____

(Please Print or Type)

Signature: _____

Date: ___/___/___

Phone: (____) _____ - _____





ENGLAND LOGISTICS, INC.
MC 635748B
Transportation Brokerage Agreement

This Agreement is entered into this _____, day of _____, 2____, by and between ENGLAND LOGISTICS, INC., Salt Lake City, Utah (“BROKER”), a Registered Property Broker, Lic. No. MC-635748B, and _____, a Registered Motor Carrier, Permit/Certificate No. DOT-_____ (“CARRIER”); collectively, the “Parties” (“Registered” means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

1. CARRIER represents and warrants that:

(a) CARRIER is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities. “Registered” means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

(b) CARRIER shall transport the property, under its own operations authority identified above, and not under the authority of any other Motor Carrier, and subject to the terms of the Agreement.

(c) CARRIER is the sole Motor Carrier for any property transported pursuant to this Agreement or offered to CARRIER by BROKER,

(d) CARRIER agrees that a Shipper’s insertion of BROKER’s name as the carrier on a bill of lading is erroneous, shall be corrected by CARRIER, and if not corrected, shall be for the Shipper’s convenience only and shall not change BROKER’s status as a property broker, nor shall it change CARRIER’s status as a motor carrier.

(e) CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the Delivering Carrier, in lieu of payment to CARRIER. Upon BROKER’s payment to Delivering Carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph. Delivering Carrier means the motor carrier that physically transported the freight.

(f) i. CARRIER is in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; , sanitation, temperature, and contamination requirements for transporting food, perishable, and other products;; qualifications and licensing and training of drivers; implantation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and all applicable insurance laws and regulations, including, but not limited to, workers’ compensation.

ii. CARRIER is solely responsible for any and all management,

governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER’s vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, information from BROKER or BROKER’s customer(s) with respect to any shipment at any time.

(g) CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold as an entity or in the case of an asset purchase involving a significant percentage of the company’s assets, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

(h) CARRIER may transport temperature controlled goods and represents and warrants that when such loads are accepted, CARRIER is experienced in transporting refrigerated products and understands that delivery time requirements and temperature specifications are critical. CARRIER agrees that in the event that a shipment is rejected due to late delivery and/or actual or alleged damage or loss to a temperature-controlled products arising from a temperature related issues that CARRIER will immediately notify BROKER.

(i) CARRIER shall provide broker with immediate notice of any alleged or actual circumstances that may have caused, contributed to, or resulted in freight damage or loss. Notice shall be provided by telephone, fax, and/or email. CARRIER shall not sell, auction, or otherwise salvage or dispose of any allegedly damaged or compromised shipment without providing at least thirty (30) days notice in writing (certified mail or fax with proof of delivery machine printed on paper) to BROKER and shipper of the scheduled date, time and place of sale or other intended disposition.

(j) Indemnity: CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any and all claims, actions, suits, demands, or damages, arising out of or related to CARRIER’S acts, omissions, or performance under this Agreement, including, but not limited to, cargo loss or damage, theft, delay, damage to real or personal property, personal injury or death. The obligation to defend shall include any and all costs of defense as they accrue, including but not limited to attorney’s fees from counsel of BROKER’S choice. The term, “ claims” as used herein shall include, but not be limited to , actions, suits, demands, or damages of any kind.

The indemnity obligations of this paragraph include but are not limited to the following circumstances with respect to the transportation of temperature-controlled freight:

Claims, suits, or damages arising out of or related to security (including but not limited to seals) causing, contributing to, or resulting in contamination, compromise, damage or loss in whole or in part to any shipment; Claims,

Initial: _____

suits, or damages arising out of incorrect temperatures, including but not limited to failure of CARRIER to pre-cool a trailer to the proper temperature;

Claims, relating to destruction or salvage of any shipment requiring temperature control protection that resulted in required destruction of the shipment due to failure to maintain required temperatures eliminating the ability to salvage the shipment in whole or in part.

Claims, suits, or damages arising out of or related to discrepancies with respect to dates and temperature requirements on bills of lading and load/rate confirmation sheets.

Claims, suits, or damages arising out of or related to any refrigerated shipment that is partially or wholly rejected for any reason, or that CARRIER is unable to deliver for any reason.

Claims, suits, or damages arising out of disposition or salvage of any product, including but not limited to failure to follow instructions of shipper or BROKER, to ensure that the product is maintained to permit salvage such as, (but not limited to), placing temperature-controlled freight in a storage facility at the required temperature.

(k) CARRIER does not have an "unfit," "unsatisfactory," or "marginal" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "unfit," "unsatisfactory," "conditional," or "marginal". CARRIER shall be responsible and indemnify BROKER for all liability, fees, defense costs, and damages asserted or imposed against BROKER arising out of or related to violation of this paragraph.

(l) CARRIER authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

(m) CARRIER has investigated, monitored, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. Broker responsibilities:

(a) SHIPMENTS, BILLING, & RATES: BROKER agrees to solicit and make efforts to obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) the place of origin and destination of all shipments; and (b) if applicable, any special, unusual, or unique shipping instructions or special, unusual, or unique equipment requirements, of which BROKER has been timely notified by shipper.

(b) BROKER agrees to conduct all billing services to shippers or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER'S) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Rate Confirmation Sheet(s), which are incorporated herein by reference. Additional rates for truckload or LTL shipments, or modification or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email or other written electronic means) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

(c) RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER had paid it. All written confirmations or rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

(d) PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of a legible and understandable copy of the bill of lading, signed Rate Confirmation Sheet, and any and all other documents pertaining to the load reasonably required by BROKER, provided CARRIER is not in default under the terms of the Agreement. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

(e) BOND: BROKER shall maintain a surety bond/trust fund as agreed to in the amount of \$10,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

(f) BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. Carrier responsibilities:

(a) EQUIPMENT: Subject to its representations and warranties herein, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid, or liquid, regardless of whether they meet the definition in 40 C.F.R. § 261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered timely as required by shipper or BROKER. When transporting temperature controlled goods, CARRIER will furnish equipment for transporting refrigerated products which is sanitary, and free of any contaminations, suitable for the particular commodity being transported, and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. § 342.

(b) BILLS OF LADING: CARRIER shall sign a bill of lading in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under the Agreement, and CARRIER shall clearly identify itself as the CARRIER on the bill of lading. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is/are loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of the Agreements shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

(c) LOSS & DAMAGE CLAIMS:

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage, and

ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

iii. Special Damages: CARRIER's indemnification liability herein for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.

iv. Except as provided herein, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of refrigerated shipments shall not constitute "consequential damages" but fall within the categories of damages covered by the Indemnity Section 1(j) and elsewhere

Initial: _____

Revised August 18, 2011



herein.

v. Notwithstanding the terms of 49 C.F.R. 370.9, BROKER will submit freight loss and damage claims in compliance with 49 CFR 370.1 et seq. to CARRIER within 12 months of delivery date or scheduled delivery whichever is later. CARRIER shall pay, decline or make settlement offer in writing on all cargo loss and damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of the Agreement.

(d) **INSURANCE:** CARRIER is responsible for its own insurance in accordance with federal law, and shall provide evidence to BROKER of coverage for CARRIER by furnishing BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles), \$1,000,000.00 (\$5,000,000.00 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances) and including coverage for remediation and clean-up costs; cargo damage/loss \$100,000.00; workers' compensation, insurance for CARRIER'S employees as required by law with limits required by law. Except for the higher coverage limits that may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to limit CARRIER'S liability due to any exclusion or deductible in any insurance policy. CARRIER is permitted to carry "scheduled autos" policies, provided the specific vehicle to be utilized under this agreement is named on CARRIER'S insurance schedule, and that the coverage limits of the utilized vehicle meet the above specifications. CARRIER agrees to only utilize vehicles that carry the above-specified limits for BROKER'S shipments. In the event of a breach of this term, CARRIER shall be fully liable for any loss or damage not covered by insurance, including but not limited to reasonable attorney fees, and agrees to indemnify BROKER therefore.

(e) **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any other responsible third party on receipt of payment from BROKER.

(f) CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations. Carrier acknowledges that CARRIER is solely responsible for the operation of CARRIER'S business, that CARRIER alone is responsible for the financial success of CARRIER'S business, that the opportunity for profit and risk of loss is that of CARRIER alone, and that CARRIER is accordingly responsible for all taxes, fees, or other obligations owed by CARRIER to governmental entities or other third parties.

4. **Miscellaneous:**

(a) **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, or any other aspects of the manner or method of the work or services performed by CARRIER or otherwise, and nothing contained herein shall be construed to be inconsistent with this provision. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party

that it is anything other than an independent contractor in its relationship to BROKER.

(b) **NON-EXCLUSIVE AGREEMENT:** CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

(c) **WAIVER OF PROVISIONS:**

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Agreement is for specified services pursuant to 49 U.S.C. § 14101(b). To the extent that terms and conditions herein are inconsistent with part (b) Subtitle IV, of Title 49 U.S.C., the Parties expressly waive all rights and remedies they may have under the Act.

(d) **DISPUTES:**

i. In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Provided, however, either Party may apply to a court of competent jurisdiction with venue in Utah for injunctive relief. Arbitration proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLC (TAM), or upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrator(s) shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recover costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator(s). Arbitration proceedings shall be conducted at the office of the TAM nearest Salt Lake City, Utah, or such other place as mutually agreed upon by the parties in writing. Proceedings may be conducted by telephone or videoconference, or as directed by the acting arbitrator(s). Venue for any such action or enforcement of any arbitration decision shall be in the state in which the arbitration occurred, or if disputed by the parties, Salt Lake City, Utah. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Utah shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

ii. Subject to the time limitation set forth in Sub par i above, for disputes where the amount in controversy exceeds \$10,000, 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's fees, including, but not limited to, any incurred on appeals.

iii. Subject to the time limitation set forth in Sub par i above, for disputes where the amount of controversy does not exceed \$10,000, BROKER shall have the right, but not the obligation, to select litigation in small claims court in order to resolve any disputes arising hereunder. The prevailing party shall be entitled to recover costs, expenses, and reasonable attorney's fees, including, but not limited to, any incurred on appeals.

iv. Venue, controlling law, and jurisdiction in any legal proceedings under Subps. ii. and .iii. above shall be in the State of Utah, Salt Lake County.

(e) **BROKER'S ACCOUNTS:** Except as otherwise agreed to in writing by BROKER: (1) During the term of the Agreement, and for a period of 18 months following termination of this Agreement, CARRIER agrees not to solicit business from, nor perform CARRIER OR BROKER services directly or indirectly on behalf of any of BROKER'S customers first introduced to it by BROKER, or through the performance of this Agreement. However, if CARRIER conducted business with BROKER'S customers within one year prior to entering into this Agreement, then CARRIER can continue to solicit those lanes previously served. "Traffic lanes" for purposes of this Agreement shall mean origination locations to destination locations for both truckload and LTL shipments. "BROKER'S customers" for purposes of this Agreement shall mean any shipper,

Initial: _____

Revised August 18, 2011



consignee or other party responsible for payment, for whom BROKER provided transportation services and was billed for those services; and (2) where shipper and/or consignee BROKER customers have multiple traffic lanes, the prohibition of the paragraph is intended to apply only to those traffic lanes, for which BROKER provided transportation services as described above. The prohibitions of this paragraph are intended to be effective regardless of whether BROKER's customers are treated as confidential for any reason. If CARRIER violates the terms of this paragraph, BROKER shall be entitled to elect its damages, including but not limited to BROKER'S lost profits, CARRIER'S disgorgement of profits, or to collect/recover 10% of the gross compensation received by CARRIER from any and all such customers on all shipments that CARRIER transports for any such customer(s) during the term of the Agreement and/or the 18 month period following the date of termination. In addition to the above remedy, BROKER may seek injunctive relieve and CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

(f) CONFIDENTIALITY:

i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial and other proprietary, confidential, or sensitive information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements, that is shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.

ii. In the event of violation of the Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of the Agreement in which case the prevailing Party shall be entitled to recover all costs and expenses incurred, including but not limited to reasonable attorney's fees.

(g) NOTICES: All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(h) CONTRACT TERM: The term of this Agreement shall be one (1) year from the date hereof and thereafter it shall automatically be renewed for successive one-year periods, unless terminated, upon thirty (30) days prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance in the terms of the Agreement.

(i) SEVERANCE SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive terminations of the Agreement for any reason.

(j) FAX or EMAIL CONSENT: The Parties to this Agreement are authorized to fax or email to each other at the numbers shown herein (or otherwise modified in writing from time to time) shipment availabilities, equipments and rate promotions, or any advertisements of new services.

(k) ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire agreement and understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and/or understanding of the Parties relating to the subject matter stated herein. The Parties further intend that

this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

England Logistics, Inc.
 Broker

 Authorized Signature

 Title
 1325 S. 4700 W., Salt Lake City, UT 84104
 Company Address
 800-848-7813
 Phone Number
 801-977-6722
 Fax #

Carrier

 Authorized Signature (Sign) (Print)

 Title

 Company Address

 Phone

 Fax

Initial: _____





Re: DOT / FMCSA Safety Compliance

Dear Valued Carrier:

As a condition of contracting with England Logistics, to transport freight for its shipper customers, you are required to provide assurance of your compliance with DOT and FMCSA safety regulations included in, but not limited to, 49 C.F.R. Parts 382-396. The purpose of this letter is to specifically request your written confirmation that you are in compliance with, and will continue to operate in compliance with, all safety requirements of U.S. DOT and FMCSA during the term of your agreement with England Logistics.

DOT and FMCSA safety compliance includes, but is not limited to, carriers following a written safety plan which addresses the following:

- A. No drivers are currently employed or will be employed who:
 - 1. Have more than three moving violations in the past twenty-four-month period (CDL offenses count as double).
 - 2. Have been cited for causing a fatal accident.
 - 3. Have violated or violate hours of service regulations.
 - 4. Violate any qualification of driver regulations
 - 5. Have violated or violate any drug or alcohol testing regulation.

- B. Carrier compliance with:
 - 1. Inspection, repair, and maintenance file on all equipment showing compliance with Federal regulations.
 - 2. All other applicable safety fitness procedures.
 - 3. Log of port inspection reports / violations.

*Thank you in advance for your attention to this matter.
England Logistics, Carrier Relations*

We, hereby certify that we are now in compliance with and, during the term of our agreement, will remain in compliance with ALL current DOT and FMCSA safety requirements. We agree to notify England Logistics immediately in the event of any change in our safety rating.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fax a signed copy of this document to England Logistics, Carrier Compliance, at (801) 972-5174.





Re: HM-232 Compliance

Dear: Valued Contract Carrier,

If you are an actual or potential carrier of hazardous materials, you are required to comply with DOT's Transportation Research and Special Programs Administration's (RSPA) Hazardous Materials Regulations HM-232 (49 C.F.R. Part 172). The purpose of this letter is to specifically request your written confirmation that you are in compliance with, and will continue to be in compliance with, all requirements of HM-232.

This compliance includes, but is not limited to **All Carriers of Hazardous Materials Having:**

- 1) A written security plan in place by September 25, 2003.
- 2) All Hazmat Employees trained on that plan by December 22, 2003. (A Hazmat Employee is any person under a carrier's corporate control (including any independent contractor) who performs any task covered by RSPA's Hazardous Materials Regulations).
- 3) In addition to training on the "specifics" of your security plan, general security awareness training must be provided to employees as part of a 3-year recurrent training, beginning March 25, 2003.
- 4) Compliance with all other requirements of HM-232, that may not be listed here.

As you should be aware of these regulatory requirements in advance of this request, we are asking for a prompt response to this e-mail (see response instructions below).

*Thank you in advance for your attention to this matter,
England Logistics, Carrier Relations*

We, hereby certify that we are now in compliance with current (HM-232) requirements and will be in **total compliance** with ALL (HM-232) requirements within the timelines specified by this regulation, or as may be amended in the future. Furthermore, we agree that any of our drivers hauling Hazmat will have the necessary Hazmat endorsement on their CDL. We agree to notify you in the event we do not become compliant or in the event of a lapse of such compliance.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

FAX a signed copy of this document to England Logistics, at (888)-254-0659, and MAIL the original, signed document to: 2342 South Presidents Drive, Salt Lake City, UT 84120, Attention: England Logistics.





CONTRACT CARRIER / VENDOR BILLING INFORMATION

We would like to welcome you as a new contract carrier or vendor to England Logistics, a C.R. England, Inc. company. We hope you will find this billing and accounts receivable information helpful as we add your company to our growing list of active, approved providers. The following information will help to quickly move the approval process along in order to ensure prompt and accurate payment.

CONTACT INFORMATION: All invoices should be mailed to our Salt Lake City, Utah headquarters. In order to expedite payment, please ensure they are sent to the attention of **England Logistics at: P.O. Box 30130, Salt Lake City, UT, 84130-0130**. The physical address for overnight delivery or packages is: 1325 South 4700 West, Salt Lake City, UT 84104

For questions, you may call us directly @ 866-476-7011. Please listen to the prompts, as they will direct you to the correct person to speak with. It is best to have the England 8 digit order number in order to access your load information & payment status. This can be found on the load confirmation sheet that you received from our carrier manager at the time of load tender. It is located at the upper right side on the load confirmation sheet.

It Pays to be an England Logistics Carrier

We understand the importance of cash flow and peace of mind when it comes to receiving payment. As an England Logistics carrier, several options exist starting with our industry leading payment terms of **15 days** from receipt of all required documents. For quicker terms, the following quick pay options are available.

- 1-Day Quick Pay: All invoice submittals received by 1500 MST are paid same day, via a comcheck, subject to a 6% fee from the **gross** settlement rate. Requests received after that time will be paid the following business day.
- 2-Day Quick Pay: Payments will be received, by comcheck, two business days after Invoice submittal subject to a 4% fee from the **gross** settlement rate.

Each quick pay option is subject to a \$10.00 comcheck fee per Invoice. Proper Documentation is required to be eligible for quick pays.

****If you currently have a factoring company or have previously been setup in our system with using a factoring company, a release letter will be required before your Quick Pay can be processed****

Advances are also available to cover fuel and other operating costs up to 40% of the total settlement, with a maximum advance of \$2000. A \$25 fee is charges for this service. Weekend, holiday, and after-hours requests are subject to additional fees.

PAYMENT TENDERING: We will only issue payments to the company name listed on the rate confirmation. Please verify upon load tender that the name listed is accurate to avoid payment delays.

REQUIRED DOCUMENTATION

 Invoice from Carrier/Vendor England's Order Number or Reference Number Rate Confirmation Attached to Invoice Shipper issued Bill of Lading Signed Proof of Delivery Receipts for Accessorial Reimbursement

Regular 15 Day Pay

Regular Mail: PO Box 30130 SLC, UT 84130
Overnight: 1325 S 4700 W SLC, UT 84104
Email: elcarrierpay@englandlogistics.com
Fax: 801-736-7983

1 Day Quick Pay If mailing must notate quick pay type on Invoice.

Regular Mail: PO Box 30130 SLC, UT 84130
Overnight: 1325 S 4700 W SLC, UT 84104
Email: el1dayqpay@englandlogistics.com
Fax: 801-736-7914

2 Day Quick Pay If mailing must notate quick pay type on Invoice

Regular mail: PO Box 30130 SLC, UT 84130
Overnight: 1325 S 4700 W SLC, UT 84104
Email: el2dayqpay@englandlogistics.com
Fax: 801-736-7915

** Carrier must advise England Logistics of any and all accessorial charges or other charges in excess of and/or in addition to the agreed rate set forth in the load confirmation sheet within 24 hours after delivery of each shipment. Failure to provide such information could result in the failure of England Logistics to collect for such charges, and therefore, payment of any such accessorial charges shall be at the sole discretion of England Logistics, Inc.**

For unlimited truck postings, load searches, and freight opportunities, log on to englandlogistics.com and search the available loads. Make sure to check out the Accounts Receivable section for up to date payment status.





England Carrier Services Service Offerings

ECS Factoring Program

PROGRAM BENEFITS

- You receive your cash within a matter of hours, not weeks and no debt is made
- Our rate is very flexible and is customized to your liking
- Factoring allows you to focus on the core operations of your business by outsourcing your collections activities
- Have constant cash flow to grow your business
- Reduce accounting expenses and see elevated productivity



ECS Fuel Program

PROGRAM BENEFITS

- Save up to **six cents per gallon** at Pilot and Flying J, and three cents at Love's
- Discounts available at over 775 locations; card is accepted at any TCH location
- Save up to **\$.25 per gallon** at C.R. England's yards in Mira Loma, CA, Salt Lake City, UT and Burns Harbor, IN



ECS Tire Program

PROGRAM BENEFITS

- Buy **Michelin, Continental, General, Goodyear, Kelly,** and **Yokohama** at a "killer" discount with our tire program
- Improve your fuel efficiency and tire wear
- Benefit from C.R. England's experience and extensive tire testing program
- Our 24-hour Road Service will find tire repair shops for your drivers on the road



Other ECS Offerings (call for details)

Insurance | Roadside Assistance | Preferred Lanes | Used Trucks | Trailers