

BM2 Freight Services, Inc.  
PO Box 76486  
Highland Heights, KY 41076  
800-319-1115 x1203- Phone  
866-353-2366- Fax

Federal ID: 26-1800881  
MC: 633641

DUNS: 82-543-6855



Website: [www.bm2freight.com](http://www.bm2freight.com)

Email: [sales@bm2freight.com](mailto:sales@bm2freight.com)

Payment Terms: Net 28 Days From Receipt Of Invoice

**INVOICING OPTIONS:**

Fax: 866.400.5806

Email: [AP@bm2freight.com](mailto:AP@bm2freight.com)

Mail: BM2 Freight Services, PO Box 76486, Highland Heights, KY 41076

**CREDIT REFERENCES**

Nationwide Logistics  
14 Meadowlark Dr  
Brampton, ON L6Y 4B2

905-670-6433

Paul Singh

RTS Financial Services  
PO Box 932001  
Kansas City, MO 64193-2001

800-860-7926

Accounts Receivable

A to Z Transport  
5926 Trinity Dr  
Hernando, MS 38632

901-603-2223

Brian or Ashley

Apex Capital LP  
PO Box 961029  
Fort Worth, TX 76161

817-332-7300

Accounts Receivable

**BANK REFERENCE**

C Bank  
8050 Hosbrook Rd Suite 220  
Cincinnati, OH. 45236  
513-651-3000

BM2 Freight Services, Inc.  
PO Box 76486  
Highland Heights, KY 41076  
800.319.1115 Phone



### Carrier Questionnaire

Carrier Name: \_\_\_\_\_

Dispatch Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Fed ID: \_\_\_\_\_ MCH: \_\_\_\_\_

Insurance Company Name: \_\_\_\_\_

Insurance Company Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Remit To Address (if different from above):

After Hours Contact: \_\_\_\_\_ After Hours Phone: \_\_\_\_\_

Equipment Type:

Vans-48' \_\_\_\_\_ 53' \_\_\_\_\_ Reefers: 48' \_\_\_\_\_ 53' \_\_\_\_\_

Flats 48' \_\_\_\_\_ 53' \_\_\_\_\_ Other (specify) \_\_\_\_\_

Do you offer team service? \_\_\_\_\_ Do you carry pallets? \_\_\_\_\_

Do you do LTL? \_\_\_\_\_ Do you do haz-mat? \_\_\_\_\_

*Thank you for your business and service!!*

## BROKER - CARRIER AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BM2 Freight Services, Inc ("BROKER"), a Registered Freight Broker, Lic. No. MC-633641, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. MC-\_\_\_\_\_ ("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 IT:**

A. 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.

B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;

C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.

**E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, 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 Section 1(H), CARRIER will be liable for consequential damages for violation of this provision.**

F. (i) Is in, 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 Haz Mat qualified 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 alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation 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; all applicable insurance laws and regulations including but not limited to workers' compensation.

(ii) 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 CARRIERS 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 supercede 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, 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 shall defend, indemnify and hold BROKER and its customers, or any applicable shipper or consignee, harmless from any claims, actions or damages, liabilities, expenses (including reasonable attorneys' fees), arising out of, based upon, or incurred because of property damage or injury to any person or persons, including death resulting therefrom which results from or arises out of: (i) any breach of any representation or warranty of CARRIER under this Agreement; (ii) any breach of this Agreement by CARRIER and/or its drivers, employees, agents, contractors, successors and assigns; (iii) the performance or non-performance of Carrier's obligations under this Agreement by Carrier and its drivers, employees, agents, contractors, successors and assigns; (iv) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors and assigns; (v) the failure by Carrier to deliver any freight transported hereunder in accordance with the delivery schedule provided by BROKER or listed in any associated rate confirmation sheet; (vi) delays in shipment or losses to goods caused by CARRIER'S services hereunder; and (vii) freight claims or other claims filed against BROKER by third-parties which relate to freight transported hereunder.

I. Does not have an "Unsatisfactory" 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 "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

K. At least once per calendar month while this Agreement is in effect, CARRIER shall inspect or hire a service representative to inspect each refrigeration or heating unit associated with trailers used by CARRIER to transport freight hereunder. CARRIER shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least three (3) years. CARRIER agrees to provide copies of all such inspection records request to the CARRIER's insurance company and

**Initials:** \_\_\_\_\_

BROKER. During shipment, CARRIER shall maintain adequate fuel levels for each refrigeration or heating unit associated with trailers used by CARRIER to transport freight hereunder, and CARRIER hereby assumes full liability for claims and expenses incurred by the BROKER and/or any particular customer, shipper or consignee for failure to do so.

L. In the event CARRIER accepts a load transporting any goods to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD (“CARB”) AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE. In the event perishable goods are transported under such load to, from, or through California, CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT (“TRU”) EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA’S TRU REGULATIONS. CARRIER shall look to the applicable rate confirmation sheet for the necessary BROKER information to be furnished under California’s TRU regulations.

**2. BROKER RESPONSIBILITIES:**

A. SHIPMENTS, BILLING & RATES: BROKER shall use its best efforts to offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, or special equipment requirements.

B. BROKER agrees to conduct all billing services to shippers, consignees, 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 Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications 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) 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 has paid it. All written confirmations of 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, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. PAYMENT/SET-OFF: The Parties agree that BROKER is the sole party responsible for payment of CARRIER’s charges. Except as otherwise stated in this Section, failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. Subject to the next sentence, BROKER agrees to pay CARRIER’s invoice within 28 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. Notwithstanding anything to the contrary contained elsewhere in this Agreement, BROKER shall have the right to set-off against any amounts payable to CARRIER under this Agreement, any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, and other expenses, incurred by BROKER as a result of: (i) any breach of any representation or warranty of CARRIER under this Agreement, (ii) any breach of this Agreement by CARRIER, (iii) any indemnification obligations of CARRIER under this Agreement, (iv) the negligence or intentional acts of CARRIER and its drivers, employees, agents, contractors, successors and assigns, (v) the failure by CARRIER to deliver any freight transported hereunder in accordance with the delivery schedule provided by BROKER or listed in any associated rate confirmation sheet, (vi) delays in shipment or losses to goods caused by CARRIER’s services hereunder, and (vi) freight claims or other claims filed against BROKER by third-parties which relate to freight transported hereunder. For clarification purposes only, BROKER may exercise its set-off rights hereunder against amounts payable to CARRIER for any and all loads transported by CARRIER under this Agreement, regardless of whether the damages for which BROKER is exercising set-off arise from the particular load or not. BROKER’s right of set-off shall be in addition to, and not in substitution of, any other right Broker shall have under this Agreement, or at law or in equity.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 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 will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, 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.

G. BROKER’s responsibility is limited to arranging for, but not actually performing, transportation of a shipper’s freight. BROKER will act as a freight broker hereunder only and will not act as a motor carrier, shipper, freight forwarded or consignee for any purposes with respect to this Agreement.

**3. CARRIER RESPONSIBILITIES:**

A. EQUIPMENT: Subject to its representations and warranties in Section 1 above, 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

Initials: \_\_\_\_\_

meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. 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 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. Notwithstanding the foregoing, the failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the freight by CARRIER, shall not affect the liability of CARRIER. Additionally, the fact that a bill of lading is signed by a consignee or receiver without notation that any particular goods or freight are damaged or unacceptable shall not affect CARRIER's liability for goods or freight that are or were damaged during transport. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any particular bill of lading (including but not limited to payment and credit terms, released rates or released value), the terms and conditions of the bill of lading shall govern. 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. CARRIER shall be named as "carrier of record" on each bill of lading, provided, however, that in the event that BROKER should be named as "carrier of record" by the shipper issuing the bill of lading, CARRIER expressly acknowledges and agrees that CARRIER shall be treated as the actual "carrier of record" for all purposes, including, without limitation, all loss, damage, delay and claims purposes.

C. ACCEPTANCE OF LOADS: Once CARRIER accepts a load offered by BROKER, if CARRIER then fails to pick up the load or otherwise fails to transport the load, CARRIER agrees to reimburse BROKER such amounts as are necessary to compensate BROKER for all damages incurred by BROKER, including, without limitation, BROKER'S loss of revenue and/or the expense of covering the load by alternative means.

D. 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 shall be liable to BROKER and all of BROKER'S customers, as well as all shippers and consignees associated with each load, for the full actual value of all loss, damage, destruction, delay, or theft of any goods transported by CARRIER pursuant to this Agreement while such goods are in the care, custody, and control of CARRIER as provided in 49 USC §14706, as well as for any and all attorneys' fees, courts costs and other expenses incurred by BROKER, or any applicable customer, shipper and consignee in the course of collection. CARRIER expressly agrees to be treated as Motor CARRIER for all liability purposes. CARRIER shall promptly handle and resolve all claims which are submitted BROKER or directly by any customer of BROKER, or the applicable shipper or consignee, for loss or damage to any cargo transported by CARRIER. Notwithstanding the terms of 49 C.F.R. §370.9, CARRIER has thirty (30) days from the date any claim is received to register said claim, and CARRIER has an additional ninety (90) days to either pay, decline or make settlement offer in writing on all cargo loss or damage claims. Failure of CARRIER to pay, decline or offer settlement within the period listed above shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. CARRIER further agrees to indemnify and hold harmless BROKER for all losses, damages and expenses (including reasonable attorney's fees and court costs) BROKER may sustain or incur, including, but not limited, to claims for lost profits or delay fees, arising out of the loss, damage, destruction, delay or theft of any goods transported by CARRIER pursuant to this Agreement while such goods are in the care, custody and control of CARRIER. The provision contained in Section 3(E) of this Agreement relating to the amount and type of insurance which CARRIER is required to provide, shall in no way limit the obligations of CARRIER set forth in this Section 3(D)(ii). BROKER shall have no liability for any loss or damage to any goods transported by CARRIER on shipments tendered by BROKER. CARRIER shall be solely and exclusively responsible for loss or damage to, or delay in delivery of, goods and shipments transported by CARRIER under this Agreement. Despite the fact that BROKER is not liable for cargo loss, damage or delay claims, BROKER shall have the right to pay such claim(s) to any particular customer, shipper, consignee or other third party, in which case CARRIER shall then be responsible to BROKER for such claim(s), as though BROKER (i) was the customer, shipper, or consignee or (ii) had received an assignment of such claim(s) from the customer, shipper, or consignee.

(iii) Except as provided in Section 1(E) above, BROKER shall not be liable to the CARRIER 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.

E. INSURANCE: CARRIER shall furnish 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: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); all-risk cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration

Initials: \_\_\_\_\_

and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

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

G. 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.

#### 4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. 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, subcontractors, 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. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement and the services provided by the Parties hereunder, including but not limited to Federal or State statutory claims, the Parties agree the venue for any such action shall be exclusively within the federal and state courts located in Hamilton County, Ohio, and by executing this Agreement the Parties expressly submit to the jurisdiction of said courts located in Hamilton County, Ohio. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Ohio shall be controlling regarding all disputes arising out of this Agreement and the services provided by each Party hereunder.

E. NO BACK SOLICITATION: Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of thirty percent (30%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER, at its option, may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees. BROKER's right to seek injunctive relief under this Section 4(E) shall be in addition to, and not in substitution of, any other right Broker shall have under this Agreement, or at law or in equity.

#### F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial 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 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 this Confidentiality Section, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that 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 this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origin.

Initials: \_\_\_\_\_

H. **MODIFICATION OF AGREEMENT:** This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Section 2(B) and Section 2(C)).

I. **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. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's 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 with the terms of this Agreement.

K. **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 termination of this Agreement for any reason.

L. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

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

N. **WAIVER OF SALVAGE:** In the event that any of BROKER'S customers, or any applicable shipper or consignee of the subject freight, has required BROKER to waive rights of salvage or resale, CARRIER hereby expressly waives any and all rights of salvage or resale of the subject freight to the same extent as waived by BROKER.

O. **WAIVER OF RIGHTS:** To the extent they conflict with the terms and conditions of this Agreement, CARRIER expressly waives any and all rights and remedies available under common law or pursuant to (i) 49 U.S.C. 14101, et. seq., (ii) relevant state, or (iii) relevant local law.

P. **FORCE MAJEURE.** In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

Q. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings 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.

Broker  
BM2 Freight Services, Inc.

Carrier

\_\_\_\_\_  
Carrier Name

By: \_\_\_\_\_

\_\_\_\_\_  
Cursive Signature

Printed Name: Kevin S. Ball

\_\_\_\_\_  
Printed Name

Title: Principal

\_\_\_\_\_  
Title

Initials: \_\_\_\_\_

