



WELCOME

PRIDE **TRANSPORT**



NEW CARRIER
SET-UP
PACKAGE

PRIDE

WELCOME

Congratulations for becoming a valued within our growing network of responsible carriers.

To assist you with a timely set-up, please complete the following forms and return via email or fax to:

**(Fax) 801-303-7358 or
Email: carriersetup@pridetransport.com**

- Carrier Profile *(Included)*
- References List *(Included)*
- W-9 *(Included)*
- Signed Broker/Carrier Agreement *(Included)*
- CARB Compliance Certification *(Included)*
- Copy of FMSCA Operating Authority
- Copy of valid insurance certificate with Pride Transport as a cert holder *(\$100k minimum with no cargo exclusions)*

CARRIER PROFILE

COMPANY INFORMATION

COMPANY NAME:

DBA: HEADQUARTERS: YES NO

PHYSICAL ADDRESS:

CITY: STATE: ZIP:

MAILING ADDRESS: SAME AS ABOVE? YES

CITY: STATE: ZIP:

CONTACT: TITLE: ZIP:

PHONE: FAX OTHER

AFTER HOURS & WEEKEND CONTACT PHONE:

FED ID#: DOT#: MC#: DUNS#:

INSURANCE INFORMATION

INSURANCE AGENCY NAME:

PHONE: FAX:

*Request Insurance Certificate: YES NO It has been requested and will be sent to 801-349-1979

FLEET INFORMATION

TRUCK COUNT: DRIVER COUNT:

TRAILER COUNT: DRY VAN: REEFER: FLAT:

BILLING INFORMATION

REMITTANCE ADDRESS:

CITY: STATE: ZIP:

CONTACT NAME: PHONE: EMAIL:

FACTORING COMPANY:

FACTORING ADDRESS:

CITY: STATE: ZIP:

QUICKPAY PAYMENT PREFERENCE: YES NO GIVE ADVANCE TO DRIVERS? YES NO

APPLICATION COMPLETEDBY: TITLE:

TRADE REFERENCE LIST

COMPANY NAME:

CONTACT NAME:

PHONE:

EMAIL

CARB COMPLIANCE

As of January 1, 2013, motor carriers that dispatch trucks and trailers equipped with Transport Refrigeration Units (TRUs) on California highways and railways are required to comply with the California Air Resource Board's (CARB) and (TRU1) Airborne Toxic Control Measure2 (ATCM) and must:

- A. Only dispatch trucks and trailers equipped with TRUs that comply with ARB's TRU ATCM in-use performance standards.

- B. Provide the following information to the dispatched driver:
 - a. Motor carrier's business name, street address, state and ZIP code;
 - b. Motor carrier contact person's name and business phone number; and
 - c. Information provided by the business entity that hired the motor carrier, as follows; business name, address, contact person or group, and phone number of the business entity that arranged, hired, or contracted for the transport of the temperature controlled goods being hauled.

- C. Comply with all other requirements of CARB ATCM.

By signature below, you hereby confirm that you are in compliance with, and will continue to be in compliance with, all requirements of Title 13, California Code of Regulations, §2477, et seq.

To the extent that any shipments subject to this certification are transported within the State of California on TRUs, we warrant that we shall only utilize equipment which is in full compliance with the (CARB) ACTM then current and in-use regulations. We agree to indemnify Pride Transport against any and all penalties, costs or any other liability, imposed on PL and its shipper customer because of our use of non-compliant equipment and or not providing our dispatched driver with the appropriate contact information as required by the laws of the State of California. 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: _____

HAZMAT COMPLIANCE

All actual or potential carriers of hazardous materials 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). By signature below you confirm 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).
- 2) 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 or may not be listed here.

We, hereby certify that we are now in compliance with current (HM-232) requirements and will be in compliance with ALL (HM-232) requirements within the timelines specified by this regulation, or as may be amended in the future and at ALL times during the terms of this Agreement. 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: _____

Broker/Carrier Agreement

This Agreement is made and entered into effective the ____ day of _____, 20____, by and between **PRIDE TRANSPORT, INCORPORATED** (hereinafter referred to as "PRIDE"), a Utah corporation located at: 5499 W. 2455 S., Salt Lake City, UT 84120, and _____ MC# _____ (hereinafter referred to as "Carrier").

Background

A. PRIDE is an interstate property broker that arranges for transportation of freight by licensed motor carriers for its customers pursuant to authority granted to PRIDE to do so by the Federal Motor Carrier Safety Administration ("FMCSA") under MC # 150084;

B. Carrier is an interstate or intrastate motor carrier operating pursuant to authority granted to it to do so by the FMCSA and the U.S. Dept. of Transportation ("DOT") under the license(s) listed above and/or pursuant to other permits and/or licenses to operate as an intrastate motor carrier granted to Carrier by one or more state regulatory agencies;

D. PRIDE and Carrier desire to enter into this Agreement to set forth and memorialize the terms of the Agreement between them so that PRIDE, operating as an interstate property broker, as defined in 49 U.S.C. 13102(2) and 49 C.F.R.371.2(a), may tender one or more loads of freight to Carrier on a continuing basis.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, PRIDE and Carrier agree as follows:

Agreement

1. Scope and Term of Agreement:

1.1 Scope. Where practical, PRIDE will provide to Carrier, by electronic or other means, written confirmation of the rate and any additional terms to which the parties have agreed pertaining to each particular load of freight that PRIDE arranges for Carrier to transport for one of PRIDE's customers. Such written confirmation shall be in a form similar to Exhibit A hereto, although the forms and terms may vary from time-to-time, (hereinafter referred to as a "Load Confirmation"). Carrier will sign the Load Confirmation for each such load and will return the signed Load Confirmation to PRIDE as soon as is practical, preferably via facsimile or other electronic means, and such Load Confirmation shall be considered an addendum to this Agreement and the terms of such a Load Confirmation shall be incorporated herein by reference as they pertain to the particular load for which the Load Confirmation has been issued. The terms set forth in this Agreement shall apply, however, to all shipments that PRIDE arranges for Carrier to transport and that Carrier accepts for transportation (whether such acceptance is manifest orally, in writing, or by performance in whole or in part) regardless of whether a Load Confirmation is actually sent to Carrier and regardless of whether the Load Confirmation for a particular load is actually signed by Carrier and returned to PRIDE. To the extent that the terms of this Agreement conflict with any terms contained in a Load Confirmation, the terms of this Agreement shall prevail over the terms of the Load Confirmation.

1.2 Term. The term of this Agreement shall commence on the effective date hereof, as set forth above, and shall continue for an initial period of one (1) year thereafter; provided, however, that either party hereto may terminate this Agreement for any reason (or for no reason at all) upon providing the other party hereto thirty (30) days written notice of its intent to terminate and, further provided, that upon any default hereunder by Carrier, this Agreement may be deemed, at the option of PRIDE, to have terminated immediately upon default by Carrier. Upon expiration of the initial period hereof and absent termination of this Agreement as provided for herein, this Agreement will automatically renew annually upon each anniversary hereof for additional one (1) year periods, subject, however, to the termination provisions set forth herein. Upon termination of this Agreement, the non-solicitation provisions of Section 9.1 hereof shall nevertheless continue for a period of eighteen (18) months beyond the effective date of termination of this Agreement.

1.3 Evidence of Authority and Insurance. Prior to or upon execution of this Agreement, Carrier will

deliver to PRIDE copies and evidence of Carrier's operating authority from the FMCSA, a completed and signed Form W-9, certificates from Carrier's insurance company or insurance agency evidencing the insurance required to be provided and carried by Carrier pursuant to Section 7 hereof, and any other documents or information requested by PRIDE.

2. Tender and Acceptance of Freight:

2.1 Tender and Acceptance of Loads. PRIDE agrees to offer to Carrier one (1) or more shipments of freight to be hauled by Carrier for PRIDE's customers during the term of this Agreement. Once Carrier agrees, verbally or otherwise, to transport a load of freight offered by PRIDE, Carrier agrees to provide motor carrier services, including, but not limited to, providing a licensed and qualified driver(s) and all necessary equipment, in order to meet the distinct needs of PRIDE's customers (whether such PRIDE Customer is a shipper/consignor, a consignee, or a different third-party), including the need to timely deliver such freight to its appointed and designated destination, to provide any necessary equipment and necessary services as may be requested by PRIDE in a Load Confirmation, in other documents or otherwise. Unless otherwise requested and authorized by PRIDE, Carrier agrees that it will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition contained in 40 C.F.R. § 261.1 *et seq.* Carrier agrees that when Carrier accepts a load of freight arranged by PRIDE pursuant hereto, that Carrier shall not transport any additional freight for any other person or entity on the equipment used to transport a load arranged by PRIDE, unless the Load Confirmation expressly provides that the load tendered to Carrier by PRIDE is a "less-than-truckload" ("LTL") load. Carrier reserves the right to refuse to transport any shipment prior to picking up or loading such shipment, if after inspecting the same Carrier believes in good faith that the load cannot be transported safely. Once Carrier accepts possession of a load, however, Carrier agrees to transport such load in a safe and timely manner in order to accomplish the results contemplated by the parties as described in any Load Confirmation or other documents provided by PRIDE or PRIDE's customers or other documents applicable to such shipment. Carrier further agrees that should it return such shipment to its origin or should Carrier fail to or be unable to deliver such a shipment to its appointed destination in good condition and in a timely manner, Carrier shall be liable to PRIDE for all costs associated with PRIDE finding and hiring any substitute carrier or arranging any other means of delivering such load to its appointed destination in good condition and in a timely manner and for any other costs associated with transporting such load of freight, including, but not limited to, any costs for unloading such load at any location (other than the appointed destination) and/or reloading such load for another carrier to haul. Carrier agrees to notify PRIDE as soon as practical of any accepted or scheduled load that Carrier may not be able to pick up, transport, or deliver in a timely and legal manner in accordance with this Agreement, hours of service regulations, and any applicable Load Confirmation or other documents provided by PRIDE, PRIDE's Customers, or other documents pertaining to such load. Where possible, Carrier shall endeavor to provide such notice in writing to PRIDE at least twenty-four (24) hours in advance of the scheduled pick-up for such load. Carrier further agrees that in no event will it ever withhold delivery of goods or fail to deliver goods due to any dispute between Carrier and PRIDE, shipper, consignee or any other party.

2.2 Non-Exclusive Agreement. PRIDE and Carrier acknowledge and agree that this Agreement does not bind either party to the exclusive services to each other. Both PRIDE and Carrier may enter into similar or other agreements with any other person or entity.

2.3 Issuance of Bills of Lading. Carrier agrees that for each load of freight tendered and accepted hereunder, Carrier will prepare, issue and sign a bill of lading or will adopt and sign a bill of lading in compliance with 49 C.F.R. § 373.101. On any and all bills of lading, Carrier will list Carrier's name and USDOT# and/or MC# and will list no other name or USDOT # or MC# as the carrier. If PRIDE's name is inadvertently or otherwise listed on a bill of lading or other shipping document as the "carrier" or in any capacity other than as a "broker" or "third-party bill to" party, such listing shall be deemed to have been for convenience only and shall not change or be construed to change PRIDE's role as an interstate property broker only in relation to any such load of freight; nor shall it change Carrier's role or status as the motor carrier with respect to such load of freight. Each bill of lading issued or adopted by Carrier as the bill of lading for the load shall constitute conclusive evidence that Carrier received such load of freight in good condition, unless Carrier makes a notation to the contrary on the face of the bill of lading at the time Carrier receives the load.

2.4 Responsibility/Liability for Freight. Unless otherwise agreed in writing, Carrier shall become fully responsible for a load of freight and will be liable for any loss of or damage to such freight when it takes or

receives possession of the same, regardless of whether a bill of lading has been issued and/or signed by and/or delivered to Carrier and shall continue thereafter until delivery of the freight to the consignee in undamaged condition and in a timely manner and the consignee's acceptance of the same without any notations of damage on the bill of lading or other accompanying documents. Even if the load of freight has been delivered to the consignee without any notation on the bill of lading or other accompanying documents, Carrier's liability shall continue in accordance with the terms of this Agreement if there is any loss of or damage to the subject cargo. Failure of Carrier to issue and/or adopt a bill of lading, or to sign a bill of lading acknowledging receipt of the freight or otherwise shall not affect the liability of Carrier for damage to and/or loss of such freight.

2.5 Informational Status Calls. Carrier agrees to call PRIDE daily while it is transporting any load(s) pursuant hereto prior to 10:00 a.m. (Mountain Time Zone) at the telephone number(s) reflected on the applicable Load Confirmation to report the location, status, condition and estimated delivery time of each load(s) accepted and being transported by Carrier at such time. Upon delivery of any such load, Carrier will call PRIDE at the telephone number(s) reflected on the applicable Load Confirmation to confirm delivery of the load of freight. Informational status calls are for informational purposes only and shall not be construed as PRIDE dispatching or otherwise having any right to control Carrier's operations or the manner in which Carrier performs its obligations to PRIDE or PRIDE's customers hereunder. Despite any provision to the contrary in any Load Confirmation, other documents, or other communication, no fines or penalties will be assessed for Carrier's failure to advise as to the status of the load.

2.6 Canceled Loads/Trucks Ordered Not Used. If PRIDE has arranged for Carrier to transport a load of freight that is subsequently cancelled by PRIDE or PRIDE's customer and Carrier has actually sent a driver and equipment to pick-up such a load prior to notification to Carrier that such load has been cancelled, PRIDE agrees to pay to Carrier and Carrier agrees to accept ninety percent (90%) of any amount that PRIDE actually collects from its customer relating to cancellation of such load and Carrier shall be entitled to no other amount. Carrier shall provide to PRIDE all supporting documentation requested by PRIDE in order for PRIDE to present any such claim to its customer. Such claim may be presented in a way that PRIDE, in its sole discretion, deems appropriate and cost-effective to PRIDE.

3. Carrier's Invoice and Payment:

3.1 Payment Terms. PRIDE agrees to pay Carrier for Carrier's services rendered hereunder within **thirty-five (35) days** of receipt by PRIDE of Carrier's invoice, completed Form W-9, valid certificates of insurance, copy of carrier's valid authority to operate as a motor carrier, certificates of insurance and any other documents necessary for PRIDE to receive payment from its customer or requested by PRIDE as provided herein, **the original proof(s) of delivery and bill(s) of lading** for the subject load, so long as there are no exceptions or other claims submitted for loss of or damage to the subject freight or relating to any other loads that Carrier is currently hauling or has previously hauled for PRIDE. PRIDE may, but is not required to, offer a "Quick Payment" option to Carrier on one or more of the loads arranged to be hauled by Carrier hereunder. If a "Quick Payment" option is offered to Carrier by PRIDE, the terms of such "Quick Payment" option for a particular load, if offered, will be set forth in the Load Confirmation or other document(s) provided by PRIDE. Additionally, upon request by Carrier, PRIDE may, in its sole discretion, pay in advance all or any portion of the amount to be paid to Carrier for a load transported or to be transported pursuant hereto in advance of transportation or delivery of such load. If PRIDE does pay any such portion in advance, the amount paid in advance of delivery shall be subject to an advanced payment fee as will be set forth in the Load Confirmation or other document(s) provided by PRIDE. In absence of a document setting forth a different rate, an advance payment fee of **four-percent (4%)** of the amount paid in advance will apply and will be deducted from the balance to be paid by PRIDE to Carrier for transportation of such load. Additionally, PRIDE may, but is not required to, offer Carrier the opportunity to participate in PRIDE's Carrier Loyalty Program or such other programs as may be offered from time-to-time by PRIDE. PRIDE's Carrier Loyalty Program may provide to carriers the use of fuel cards, fuel purchase discounts, cash or payment advances, parts purchasing, repair and tire purchasing discounts from selected vendors and may offer factoring of accounts receivable, quick-pay and other discounts. PRIDE's Carrier Loyalty Program may also offer real-time market intelligence and other data analytics to help carrier better optimize its operations. Even if offered by PRIDE, participation in PRIDE's Carrier Loyalty Program is optional and is not required or mandatory in order for PRIDE to arrange for Carrier to transport freight for PRIDE's customers. Moreover, any information, suggested routes or suggested use of vendors to carriers participating in PRIDE's Customer Loyalty Program are given for informational purposes only and Carrier retains all rights and

responsibilities to determine how to best carry out the means by which it will transport freight for PRIDE's customers and Carrier remains solely responsible for payment of all costs of operation or otherwise in order transport freight for PRIDE's customers and fulfill Carrier's duties and responsibilities hereunder.

3.2 Rates. Carrier and PRIDE expressly agree that this is an agreement for specified services pursuant to 49 U.S.C. § 14101(b); thus, the terms of any tariff, statute, rule, regulation, or other agreement(s) that are inconsistent with or conflict with the terms of this Agreement or the rate set forth in any Load Confirmation shall not apply; and, Carrier expressly waives any and all rights and/or remedies to which it may otherwise be entitled under 49 U.S.C., Subtitle IV, Part B (ICC Termination Act of 1995) to the extent that the same conflict with any term of this Agreement or the rate set forth in a Load Confirmation. Carrier agrees that the mutually agreed upon rate as set forth in the Load Confirmation applicable to any load is reasonable for delivery of the subject load to its appointed destination without any shortage, damage or delay, that such rate is inclusive of any license fees, taxes, tolls, permits, costs of loading, stop-offs, unloading or lumpers, escorts, fuel surcharges, accessorial charges, detention and/or demurrage charges (unless otherwise agreed to in writing), tariff rates, released rates or values, that the freight would not have been tendered to Carrier at any higher rate, and that no amount greater than the amount set forth in the applicable Load Confirmation shall be paid to Carrier for Carrier's services in transporting any load.

3.3 Billing of PRIDE Customers. Carrier further agrees that PRIDE and PRIDE only will and is authorized to invoice PRIDE's customer or any other shipper/consignor, consignee, "bill to party", or other party applicable to any load. Carrier shall not be entitled to claim any lien against any freight for freight charges or for any other reason; and, Carrier hereby waives and disclaims any lien rights that it may have against any freight transported pursuant hereto. If any other person or entity asserts a lien against any freight tendered hereunder, Carrier shall immediately take any steps necessary to remove and discharge any such asserted lien claim. Additionally, upon payment from PRIDE to Carrier of any freight charges owing pursuant hereto, Carrier automatically assigns and shall be deemed to have assigned to PRIDE all of its rights to collect such freight charges from the shipper, consignee, or any other responsible party; and, despite any waiver by Carrier of such rights contained herein, such right will not be construed or deemed to be waived when exercised by PRIDE pursuant to the provisions hereof.

4. Safe Operation, Transportation and Delivery of Load:

4.1 Carrier's Representations and Warranties. Carrier hereby agrees, warrants and represents to PRIDE that: a) Carrier is duly licensed and qualified to provide, as a licensed motor carrier, the transportation services contemplated herein; b) Carrier (and any and all other carriers currently or formerly owned by, operated by, or affiliated with Carrier or any of Carrier's officers, directors, members, shareholders, or principals) currently has a "Satisfactory" safety rating (or an equivalent rating or Safety Fitness Determination ("SFD") thereof under SMS or other FMCSA regulations, if applicable) from the DOT or, alternatively, has received no DOT or other safety rating that is less than a "Satisfactory" rating (or an equivalent thereof); and, if no DOT or other FMCSA safety rating has yet been issued to Carrier, that Carrier operates its business in a manner that Carrier believes in good faith would qualify Carrier for a "Satisfactory" DOT safety rating (or an equivalent thereof under SMS or other FMCSA regulations, if applicable); c) if Carrier receives any DOT or other safety rating or SFD during the term of this Agreement that is less than a "Satisfactory" or "Continue to Operate" (or an equivalent thereof under SMS or other FMCSA regulations, if applicable), including any safety rating of "Conditional" or "Unsatisfactory" or a "Marginal" or "Unfit" SFD or if Carrier's authority to operate as a motor carrier is revoked, suspended, or rendered "inactive" by the FMCSA, the DOT, or any other governing or regulatory body, or is otherwise not in good standing, or if Carrier is sold or has a change of control in ownership or management, it shall immediately notify PRIDE of such event; d) Carrier will at all times operate its business and transport all loads arranged by PRIDE to be hauled by Carrier in a safe and prudent manner and in strict and full compliance with all state, federal, and local statutes, rules, and regulations pertaining to the transportation services to be provided pursuant

e) any and all equipment that Carrier will use to transport a load pursuant hereto is safe, has been properly maintained in a manner that it would pass any and all federal, state, or local safety inspections, and that it is properly fit and designed to be used for the particular type of load that is to be hauled; f) Carrier will properly train its drivers in connection with the safe loading, transporting, and unloading of freight transported pursuant hereto and will abide by all safety rules, regulations, and policies of shippers and consignees to whom freight transported pursuant hereto is delivered, including, but not limited to, the safety rules, regulations, and policies of job sites to which freight transported pursuant hereto may be delivered; g) Carrier has valid motor carrier authority that has not been suspended or revoked; and, if such authority is suspended or revoked during the term of this Agreement, Carrier will immediately notify PRIDE of such action; h) Carrier will transport each and every load of freight to which this Agreement pertains under Carrier's own motor carrier operating authority (under the MC# listed above) and subject to this Agreement; i) Carrier's business or corporate status is in good standing with Carrier's state of incorporation or organization and Carrier is properly licensed and duly registered to do business in any other states in which Carrier is required by law to be so registered and, if Carrier's status changes to where it is not licensed and in good standing in any applicable states, Carrier will immediately notify PRIDE of the change in such status; and, j) Carrier understands that it may transport temperature controlled cargo and represents and warrants to PRIDE that to the extent temperature controlled cargo is to be hauled by Carrier pursuant hereto that Carrier has sufficient knowledge, training and experience in order to transport any temperature controlled cargo in order to deliver the same in a safe and timely manner in strict accordance with any and all laws and regulations pertaining to the same and in accordance with appropriate temperature specifications.

4.2 Cargo Moved Under Seal. CARRIER agrees that it will comply with any seal requirements communicated to Carrier by the shipper or PRIDE's customer on any particular load and that any seals applied to their trailer(s) are not to be broken or removed prior to delivery at the destination of the property to be transported under this Agreement. CARRIER will notify PRIDE immediately of any compromised seal integrity, any discrepancy between actual trailer seal numbers and seal numbers documented by the shipping location and/or any request to break the trailer seal prior to delivery. If a seal is broken or shows evidence of tampering, CARRIER will take full responsibility including any and all damages or penalties associated with such. CARRIER will endeavor to have all discrepancies (over, short or damaged property) documented on the Bill of Lading.

5. Cargo Loss, Damage and Delay Claims.

5.1 Carrier Liability for Loss, Damage, and/or Delay Claims. Carrier hereby assumes liability for and agrees to pay PRIDE, PRIDE's customer, the shipper/consignor, and/or the consignee, as the case may be, for any and all loss, theft, shortage or damage caused to any freight arranged to be transported by Carrier pursuant hereto while such freight is in transit or is otherwise in Carrier's care, custody, possession or control; and, Carrier acknowledges and agrees that its liability therefore shall be no less than that of a "common carrier" as provided for in 49 U.S.C. §

14706 (the Carmack Amendment). In the event that a shipment arranged to be transported by Carrier pursuant hereto, or any part or portion thereof, is lost, damaged, or is otherwise not delivered in the same condition as when Carrier received custody or possession thereof or if any such shipment is refused by the consignee, Carrier shall immediately notify PRIDE and Carrier's liability therefore shall be in the amount of the original invoice value or, alternatively, the fair retail market value at the destination point, whichever is greater. Carrier shall also be liable to pay the claimant's and PRIDE's administrative expenses incurred in connection with the filing and prosecution of any claims for loss, theft, shortage, or damage to a shipment or a delay claim, plus the freight charges allocable to the lost or damaged freight. In the event of such a loss, Carrier shall not dispose of damaged freight or freight rejected by a consignee without the prior written consent of PRIDE and/or the beneficial owner of such freight. Moreover, the shipper/consignor, consignee, or other beneficial owner of the subject freight may determine in its sole discretion whether the entire load or any part thereof should be re-sold as salvage or otherwise or should be otherwise disposed of or destroyed. Carrier shall not claim or contest that such decision by the shipper/consignor, consignee or other beneficial owner was in breach of any obligation to mitigate damages or is otherwise improper. The shipper/consignor, consignee or other beneficial owner shall, in any event, have the right to remove from the goods shipped any and all identifying marks or labels or, alternatively, to mark the goods "Damaged" or similar notation, whether such goods are sold as salvage or otherwise or are otherwise disposed of or destroyed. In the event of a claim for delay in delivery of freight ("a delay claim"), Carrier shall pay to PRIDE, PRIDE's customer, the shipper/consignor, and/or the consignee, as the case may be, the actual damages caused by such delay claim. The provisions of this Agreement shall supersede and prevail over any terms or provisions to the contrary contained in Carrier's tariff(s), pricing agreements, publications, schedules, rules, policies, regulations, practices, other agreements, or other documents or statements. Any attempts to limit Carrier's liability for loss, damage, shortage, or delay claims from that set forth in this Agreement shall be ineffective and are hereby deemed and agreed to be null and void.

5.2 Claims Processing. Except as otherwise provided herein, Carrier agrees that the provisions contained in 49 C.F.R. §§ 370.1, *et seq.* shall govern the processing of any such claims and the processing of salvage, except as may be otherwise provided herein. Claims for damage to a shipment and delay claims shall be filed in writing with Carrier within twelve (12) months from the date of delivery and may be filed with Carrier by PRIDE or the beneficial owner of such freight. Claims for loss, theft, or shortage shall be filed in writing with the Carrier within twelve (12) months from the date the goods were scheduled to be delivered. Any action to recover from Carrier for loss, theft, shortage, damage, or delay claims will be commenced within two (2) years from the date that Carrier gives written notice that it has disallowed or denies all or any part of a claim. Notwithstanding the terms of 49 C.F.R. § 370.9, Carrier shall either pay, decline or make a settlement offer in writing on all cargo loss and/or damage claims within sixty (60) days of receipt of the claim. Failure of Carrier to either pay, decline, or make a settlement offer with respect to a claim within such sixty (60) day period shall be deemed to be an admission by the Carrier of liability for the full amount of such claim and a material breach of this Agreement. PRIDE shall have the right to deduct, withhold payment of or otherwise offset against any amounts that PRIDE may owe to Carrier for the subject load or otherwise the full amount of any claim for loss of and/or damage to cargo, for delay in delivery, or for any other claim that PRIDE may have against Carrier.

6. Accidents:

6.1 Carrier's Reporting of and Indemnification for Accidents. In the event that Carrier's driver or equipment (or, in the event Carrier breaches this Agreement and allows cargo tendered to Carrier hereunder to be hauled by or under the authority of any carrier, despite this Agreement's strict prohibition against doing so, the equipment or driver of any of Carrier's agents, subhaulers, connecting carriers, or other carriers to whom Carrier may tender or broker a load tendered hereunder--hereafter "subcontractor(s)") that is transporting a load arranged to be hauled by Carrier pursuant hereto is involved in an accident or other incident causing damage to the shipment, involving personal and/or bodily injury or death to another person, involving damage to the property of another person (including, but not limited to, environmental contaminations or other damage to the environment or damage to the facilities of the shipper or the consignee)--all such types of claims being referred to hereafter as "Claims," Carrier shall immediately notify PRIDE of any such occurrence or accident; and, Carrier shall indemnify, defend, and hold harmless PRIDE, PRIDE's customer, and any shipper/consignor and consignee, and any of their respective parent,

subsidiary, sibling, or affiliated corporations, companies, or entities, and each of their respective officers, directors, shareholders, members, managers, partners, principals, employees, and agents from and against any and all such Claims, whether such Claims arise out of or occur during the course of transporting, loading, unloading, staging, or otherwise moving such load, or otherwise while such load is in the possession, care, custody or control of Carrier or its subcontractor(s), or while Carrier or its subcontractor(s) is traveling to or from a pick-up location or a delivery destination, except that Carrier shall not be obligated to indemnify or hold harmless, PRIDE or any other party to be indemnified by Carrier or Carrier's insurer hereunder to the extent that any such Claim(s) is caused by the negligence, intentional acts or omissions of PRIDE or such other party to be indemnified hereunder or the agents or employees of the same; provided, however, that Carrier shall nonetheless still be required to defend, indemnify and hold harmless PRIDE and any other party to be indemnified hereunder for any and all Claims arising out of the negligence, intentional acts, omissions, or other fault of Carrier or any of its agents, employees, or subcontractors. Any person or entity to be indemnified from Claims hereunder shall have the right, but not the obligation, to participate in the defense, negotiation, and/or settlement of any such Claims, either on its own or through attorneys of its own choosing, without relieving Carrier of any of its obligations hereunder.

7. Insurance:

7.1 Insurance Required. Carrier agrees to procure and maintain, at Carrier's expense, at all times during the term of this Agreement, including any extensions thereof, the following insurance coverages in the amounts indicated and in such greater amounts as PRIDE may specify from time-to-time:

- a) comprehensive general liability in the amount of, at least, \$1,000,000;
- b) auto-liability (including hired and non-owned vehicles) insurance covering bodily injury (including death) and property damage in the amount of, at least, \$1,000,000 (\$5,000,000 if transporting HAZMAT), including environmental damages due to release or discharge of HAZMAT, per occurrence; or if a greater amount of insurance is required by law, then in an amount that is at least equal to the minimum amounts required by law;
- c) cargo damage insurance in the amount of at least \$100,000 per occurrence;
- d) workers' compensation insurance coverage as required by law and employer's liability insurance in the amount of at least \$100,000.

In addition to the higher coverage limits which may be specified above, the insurance policies shall also comply with minimum requirements of the FMCSA and any other applicable regulatory agency.

7.2 Required Endorsements/Policies/Cancellation or Expiration of Insurance – Exclusions – Deductibles. **Upon request by PRIDE, Carrier shall cause PRIDE (and any other party that PRIDE specifically requests) to be listed as an "additional insured" under all of Carrier's general liability and auto-liability insurance policies and any umbrella policy(ies) pertaining thereto through endorsements to such policies and will cause its insurance company to send copies of such endorsements and certificates of insurance confirming such listing to PRIDE via facsimile and U.S. mail.** Such insurance policies shall also provide that they shall not be canceled, expire, terminate, or not be renewed, except upon the giving of thirty (30) days prior written notice to PRIDE. Upon request, Carrier will provide (or cause its insurance company or insurance agent to provide) PRIDE with true and correct copies of the insurance policies to be procured and maintained pursuant hereto, together with all required and applicable exclusions and endorsements. Carrier hereby warrants and represents that its insurance, as represented by certificates of insurance presented to PRIDE, is valid and continues in effect and that such policies of insurance have no exclusions or waivers that are inconsistent with providing the insurance coverage set forth herein or that would otherwise impair PRIDE, PRIDE's customers, shippers/consignors, consignees, or other persons or entities to be indemnified by Carrier or recover from Carrier for Carrier's liabilities to such parties hereunder, including, but not limited to, exclusions or waivers relating to: a) water or moisture damage to goods; b) temperature damage, including, but not limited to, damage resulting from any "reefer breakdown" or losses caused by mechanical failures; c) theft, mysterious disappearance, or unattended vehicle; d) exclusions of certain types of cargo; e) covering only scheduled vehicles or drivers, when the equipment or drivers to be used by Carrier to provide the services hereunder are not scheduled vehicles or drivers under such policies; or, f) that have coverage restrictions based upon a distance radius from any specific location. Carrier warrants that no deductible amounts under any of the insurance policies to be provided hereunder exceed \$1,000.00. Carrier further warrants and represents that the name under which its motor carrier authority is issued matches exactly the name under the insurance policies required

hereunder and Carrier's name as listed herein. Neither Carrier's failure to procure or maintain the insurance required hereunder or any exclusions or conditions contained in any policies of insurance shall relieve or exonerate Carrier from any of its liability or obligations hereunder, nor shall Carrier be relieved of any liability or obligation hereunder because a claim or obligation exceeds the amount of insurance procured or maintained by Carrier. Should Carrier fail to provide adequate proof of the existence of the insurance required hereunder, PRIDE retains the right to immediately terminate this Agreement and the transportation of any load arranged to be hauled by Carrier pursuant hereto or to procure such insurance as may be necessary to adequately insure any such load of freight or transportation and to receive reimbursement from Carrier for the cost of any such insurance procured, including seeking reimbursement from deducting such amount from any amounts owed to Carrier hereunder.

8. Independent Relationship/No Delegation:

8.1 Independent Relationship. Carrier's relationship to PRIDE shall at all times be that of an independent contractor and nothing contained herein shall be construed to be inconsistent with that status. No term or provision of this Agreement, or any act or omission of either party shall be construed for any purpose to express or imply any joint venture, partnership, principal/agent, master/servant, fiduciary, employer/employee or other relationship between PRIDE and Carrier, other than that of an independent contractor relationship. No employees or other agents of Carrier shall be construed under any circumstance to be the employees, servants, or agents of PRIDE, PRIDE's customer, the shipper/consignor, the consignee, or any "bill to" party. Neither Carrier, nor any of its employees or agents, shall have any authority to act on behalf of PRIDE or to alter in any manner any contractual or other relationship of PRIDE with its customers, shippers/consignors, consignees, or any other person or entity. Neither PRIDE, nor Carrier are authorized to use the formal name, any business or trade name or any derivative thereof, nor any trademark or service mark of the other party or of any other company with which either party may be affiliated. Carrier shall bear all costs of and shall provide all labor, wages, payroll, equipment, fuel, maintenance, insurance, federal, state and local payroll taxes and any other taxes, unemployment insurance, pensions, social security payments, workers' compensation insurance, and all other costs associated with transportation of the subject freight and performance of Carrier's transportation services. PRIDE shall not be liable for any such costs and Carrier agrees to indemnify, defend and hold PRIDE harmless from any and all claims or liability imposed or asserted against PRIDE relating to such costs. PRIDE and Carrier agree that neither will hold itself out to be anything but an independent contractor with respect to the other, nor will PRIDE or Carrier assert that they maintain any relationship with the other that is different from that of an independent contractor.

8.2 No Control or Right of Control by PRIDE. PRIDE cannot and shall not exercise any control over the manner in which Carrier performs its services hereunder or over Carrier's operations, nor does PRIDE retain any right to control or otherwise supervise Carrier or Carrier's employees or other agents. Carrier shall be solely responsible for any and all management, control, governance, discipline, of its employees, agents, owner/operators, and equipment; and PRIDE has no power or authority to hire or terminate the employment of any of Carrier's employees or other agents. Even though PRIDE or its customers, shippers/consignors, consignees, or other persons or entities may from time-to-time in Load Confirmations, through PRIDE's Carrier Loyalty Program or other documents or means provided to Carrier by PRIDE or PRIDE's customer, or other verbal or written instructions suggest routes, vendors to be used, types of equipment, methods of securing loads, methods of loading or unloading freight or other means of transporting and delivering the subject freight, such suggestions, if given, are for informational purposes only. Carrier retains the right to choose routes, times that Carrier will perform its services, employees, equipment to be used, methods of securing loads, methods of loading or unloading freight and all other means of transporting and delivering the freight. Carrier agrees, however, that it shall deliver each load of freight arranged to be transported by Carrier pursuant hereto to its appointed destination in good condition and in a timely manner according to the dates and times that each such load should be picked-up and delivered and that Carrier will do so in a safe and lawful manner and in strict compliance with all laws pertaining to hours of service and other laws and regulations, including, but not limited to, those relating to safety. Carrier may consider instructions, guidelines and/or other suggestions from PRIDE, shippers/consignors and/or consignees; Carrier, however, remains ultimately responsible to choose and control the method of loading, unloading, and securing the load and transporting the load and will do so in a manner that the same may be loaded, transported, and unloaded safely without damaging the load or endangering the public or any person or entity. Carrier further consents to the installation or use of various monitoring technology, such as, but not limited to, MacroPoint® or the load monitoring technology in order for PRIDE to receive information regarding the location and progress of a load and to provide such information to PRIDE's Customers. Carrier and PRIDE further acknowledge and agree that such information is merely provided *for informational purposes only* and that Carrier retains the sole

right to choose routes, vendors, times and the entire manner in which Carrier will perform its services and that PRIDE and/or its customers are merely interested in the results of the work that Carrier is arranged to perform

8.3 Delegation/Subcontracting/Re-Brokering Prohibited. Carrier shall not re-broker, co-broker, double-broker, subcontract, assign, interline or otherwise transfer or delegate the transportation of any load arranged by PRIDE to be transported by Carrier pursuant hereto to another carrier, person or entity, nor shall Carrier retain or engage any subhaulers, connecting carriers, rail carriers or other mode of transportation, nor shall Carrier otherwise delegate any of its duties or obligations hereunder, without the prior written consent of PRIDE with respect to any and each specific load so delegated. In the event that Carrier breaches this provision prohibiting re-brokering, co-brokering, double-brokering, subcontracting, assigning, interlining or otherwise delegating any of Carrier's duties hereunder, Carrier agrees to indemnify, defend, and hold harmless PRIDE, PRIDE's customers, the shipper/consignor, the consignee, and any other "bill to" party for any claims or actions arising out of or relating to the acts or omissions of the person or entity to whom Carrier re-brokered, co-brokered, double brokered, subcontracted, assigned, interlined, transferred the load or otherwise delegated its duties with respect to such load and this Agreement, whether such claims or actions involve damage to freight or other property or involve personal or bodily injury, including death, caused to any person or involve issues involving payment of freight charges or otherwise. In addition, PRIDE retains the right, at PRIDE's sole option, to not pay Carrier for transporting such a load and to charge Carrier the total amount that would have been paid to Carrier for transporting such a re-brokered, co-brokered, double-brokered, subcontracted or delegated load. Carrier further acknowledges that, pursuant to 49 U.S.C. § 14916, that any person who knowingly authorizes, consents to, or permits, directly or indirectly, either alone or in conjunction with any person, to broker freight or arrange for transportation of such freight by another party or motor carrier without having authority granted by the FMCSA to do so, is liable to the U.S. Government for a civil penalty up to \$10,000 for each such violation, and is further liable to any party injured by such action and that such liabilities extend, pursuant to 49 U.S.C. § 14916 to the individual officers, directors and principals of any entity knowingly authorizing, consenting to, or permitting such action. The provisions of this paragraph shall not prohibit Carrier from using owner-operators who have leased equipment and drivers to Carrier in accordance with 49 C.F.R. Part 376, who are operating under Carrier's motor carrier authority and insurance coverage, and for whose drivers Carrier has performed all required driver screening, qualification, and safety monitoring functions.

9. Non-Soliciting/Confidentiality:

9.1 Covenant to Not Solicit. Carrier recognizes that PRIDE has spent substantial time, money and resources developing business relationships with its customers and is providing a valuable service to Carrier under this Agreement in arranging for transportation of freight to be hauled by Carrier pursuant hereto. Therefore, as part of the consideration for this Agreement, Carrier agrees that, during the term of this Agreement (including any extensions hereof) and for a period of eighteen (18) months following termination of this Agreement, Carrier will not solicit freight from or otherwise perform transportation or freight broker services, either directly or indirectly, for any customer of PRIDE for which PRIDE, whether through Carrier, other carriers or otherwise, has hauled or arranged for the transportation of freight generating gross revenue to PRIDE of at least \$10,000 in any one-year period either prior to or during the time that this Agreement is in effect or any other customer of PRIDE for which Carrier first hauled freight pursuant to arrangement for transportation of such freight by PRIDE (hereinafter "PRIDE Customers"). Should Carrier violate the non-solicitation provisions of this Section 9, Carrier agrees to pay PRIDE, as liquidated damages, an amount equal to twenty-percent (20%) of the gross transportation revenue generated by Carrier performing transportation or brokerage services for any PRIDE Customer for a period of eighteen (18) months following the termination of this Agreement. Should it be shown that Carrier hauled freight for a specific customer of PRIDE resulting in freight charges in an amount exceeding an aggregate of \$10,000 during the one-year period immediately prior to the date of this Agreement or the date that Carrier first hauled a load tendered to it by PRIDE (whichever is earlier), such PRIDE Customer will be exempt from the non-solicitation provisions of this Agreement.

9.2 Confidential Information. Carrier further agrees that it shall protect and keep confidential any and all non-public, confidential, or proprietary information of PRIDE, including, but not limited to, the identity of customers, customer lists, freight and brokerage rates, pricing, freight volume requirements, and/or any information disclosed or provided to Carrier, whether provided to Carrier pursuant to 49 C.F.R. § 371.3 or otherwise, in connection with performing this Agreement and that Carrier shall not disclose the same, without the prior written approval of PRIDE.

10. Additional Remedies/Injunctive Relief. All provisions of this Agreement may be specifically enforced, however, the failure of PRIDE to promptly enforce such provisions shall not be construed to be a waiver of PRIDE's rights hereunder. In addition, Carrier recognizes that the payment of damages hereunder may not fully compensate PRIDE for Carrier's breach of the provisions of this Agreement and that PRIDE will likely suffer irreparable harm from such a breach. Accordingly, Carrier agrees that should it breach, violate, or threaten to breach or violate the provisions of this Agreement, that PRIDE will be entitled to injunctive relief prohibiting Carrier's breach, violation or continued breach or violation hereof without the need of PRIDE having to post any bond in connection with such injunctive relief.

11. Governing Law/Jurisdiction: This Agreement shall be deemed to have been negotiated and entered into within the State of Utah. Accordingly, except to the extent (if any) that they are preempted by federal law, the laws of the State of Utah shall govern the construction and interpretation of this Agreement. Carrier expressly submits to the jurisdiction of the Courts of the State of Utah and the United States District Courts for the District of Utah and agrees that jurisdiction and venue shall be proper in such Courts; and, Carrier waives any claim or defense that such Courts will be an inconvenient forum.

12. Miscellaneous: This Agreement and any Load Confirmations or other documents issued or accepted by PRIDE pertaining to a load for freight arranged to be hauled Carrier pursuant hereto constitute the entire agreement between the parties hereto and are intended to be a complete integration of terms. No other prior or contemporaneous agreements exist between PRIDE and Carrier pertaining to the subject matter hereof, except as is set forth herein. No termination or expiration of this Agreement shall relieve either party from any obligation that was incurred hereunder prior to the effective date of such termination or expiration; and, this Agreement shall inure to the benefit of the parties hereto and their respective heirs, successors or assigns. Carrier agrees to retain a copy of this Agreement and each Load Confirmation and other documents issued in connection herewith for a period of three (3) years following termination or expiration hereof. The person executing this Agreement on behalf of Carrier warrants and represents that he/she has valid, existing actual authority to execute the same on behalf of Carrier and agrees to personally indemnify PRIDE from any breach of this warranty of authority. If any term or provision hereof is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such term or provision shall be deemed to be modified to be enforceable or, alternatively, shall be deemed to be severed here from, and shall not affect the remaining provisions hereof, which shall remain enforceable to the full extent allowed by law. The 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. Neither Carrier nor PRIDE shall be liable for the failure to tender or timely transport cargo or perform other obligations hereunder if the failure, delay or omission is caused by an occurrence beyond its control and arising without its fault or negligence, including without limitation, labor strikes, acts of God, war, accidents, fire, civil disorder, or through compliance with legally constituted order of civil or military authorities. Such failures to perform 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. The terms of this Agreement shall be binding upon and inure to the benefit of any successors and, to the extent allowed hereunder, to the assigns of the respective parties hereto. Any paragraph and/or section headings contained herein are for convenience only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be a duplicate original hereof to the extent not governed by Federal Safety regulations, time is of the essence of the agreement.

PRIDE TRANSPORT, INCORPORATED

Carrier: _____

By: _____

By: _____

Title: _____

Title: _____

Phone/Fax: _____

Phone/Fax: _____

E-Mail: _____

E-Mail: _____

NOW FASTER PAY

WE PAY IN 7 DAYS NO FEE!

OUR STANDARD PAY IS NOW 7 DAYS,
NO APPLICATIONS OR FEES



Recurring ACH Payment Authorization

I _____ hereby authorize Pride Transport to initiate credit entries to my account indicated below at the depository financial institution named below at any such time as payment for my services.

Bank Details

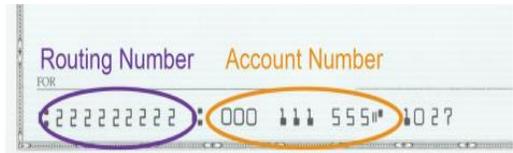
Checking Savings

Account Name _____

Bank Name _____

Account# _____

Routing# _____



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Brokerage accounting in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____
(Account Holder's Signature)

DATE _____

Company name _____

EMAIL FORM TO CARRIERSETUP@PRIDETRANSPORT.COM OR FAX 801-303-7358