

Frontline Logistics, Inc.  
P.O. Box 756  
South Lyon, MI 48178  
Ph# 734.449.9474  
Fax# 734.449.9596  
email: dispatch@frontlinelogistics.com  
BOOKED BY:

O/ \_\_\_\_\_ D/ \_\_\_\_\_  
Rate \_\_\_\_\_  
Driver \_\_\_\_\_  
\*Confirmation to follow signed agreement!

DATE \_\_\_\_\_  
ATTN \_\_\_\_\_  
PH \_\_\_\_\_

CARRIER \_\_\_\_\_  
EMAIL \_\_\_\_\_  
FX \_\_\_\_\_

Thank you for working with *Frontline Logistics, Inc.*

Attached, you will find the information on *Frontline Logistics, Inc.*, including, F.H.W.A. Brokerage License, BMC-84 Bond, and a Credit Reference List.

In order to further assist you as a carrier, please complete the following pages and return immediately, (First & last page of contract, carrier data sheet, Taxpayer ID Form and the W-9 form) allowing us to fax you the Carrier Confirmation.

In addition to these pages it will also be necessary for you to provide the following F.H.W.A. required items and also the proper placement of a *Frontline Logistics, Inc.* Confirmation number on your invoice along with a copy of the *Frontline Logistics, Inc.* carrier confirmation, in order to process your invoice for payment:

-Original certificate of cargo insurance with a limit of no less than \$50,000, naming *Frontline Logistics, Inc.* as an additional insured.

-Original certificate of auto (truck) liability insurance for property damage and bodily injury with a limit of no less than \$750,000, naming *Frontline Logistics, Inc.* as an additional insured.

- Copy of your F.H.W.A. permit as evidence of the carrier's authority to engage in transportation as a Contract Carrier by motor vehicle.
- Motor Carrier Safety Rating and Hazardous Material Certification from Department of Transportation, if you transport Hazardous Material. A copy of your HM 232 Hazmat Security Plan.
- Must place *Frontline Logistics* work order number on your carrier invoice to process for payment. (Send To: PO Box 756 South Lyon, MI 48178 or e-mail to: mcalvin@frontlinelogistics.com)
- Must include copy of *Frontline Logistics, Inc.* Carrier Confirmation and a signed Proof of Delivery, along with your carrier invoice for payment.

Again, thank you for your help. We look forward to working with you.  
If you have any questions or need further assistance, please call 1-734-449-9474, Ext.1

CARRIER DATA SHEET

Frontline Logistics, Inc.  
P.O. Box 756  
South Lyon, MI 48178  
email: dispatch@frontlinelogistics.com

PLEASE SIGN & RETURN TODAY  
PH# 734.449.9474  
Fax# 734.449.9596

CARRIER NAME: \_\_\_\_\_

CHECKS REMITTED TO: (If you use a Factoring company, please insert below)

CARRIERS PHYSICAL ADDRESS

Factoring Co.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE# \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
MC# \_\_\_\_\_  
USDOT# \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
FEDERAL I.D# \_\_\_\_\_  
SCAC CODE: \_\_\_\_\_

OPERATIONS MGR.: \_\_\_\_\_  
DISPATCHER: \_\_\_\_\_  
After Hours Contact: \_\_\_\_\_

PHONE# \_\_\_\_\_  
PHONE# \_\_\_\_\_  
PHONE# \_\_\_\_\_

Fax number rate confirmation should be faxed to: \_\_\_\_\_  
DAYS AND HOURS OF OPERATION: \_\_\_\_\_

INSURANCE COMPANY:  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE# \_\_\_\_\_

COVERAGE:  
CARGO: \_\_\_\_\_  
LIABILITY: \_\_\_\_\_  
Fax# \_\_\_\_\_

TYPE OF FREIGHT PREFERRED:

FULL LOADS: \_\_\_\_\_  
HALF LOADS: \_\_\_\_\_  
LTL: \_\_\_\_\_  
HAZMAT: Y \_\_\_ N \_\_\_

INTERSTATE: \_\_\_\_\_  
INTRASTATE: \_\_\_\_\_

(Please check one and send MCS 90 Certificate, if Yes)

AVAILABLE TRAILER TYPES:

Van 53': \_\_\_\_\_ Conestoga's: \_\_\_\_\_ Reefers: \_\_\_\_\_ Flatbeds: \_\_\_\_\_  
#of units: \_\_\_\_\_ #of units: \_\_\_\_\_ #of units: \_\_\_\_\_ #of units: \_\_\_\_\_

DO YOU OFFER TEAM SERVICE? Y \_\_\_ N \_\_\_ (PLEASE CHECK ONE)

OWNER / OPERATORS: Y \_\_\_ N \_\_\_ (PLEASE CHECK ONE)

COMPANY DRIVERS: Y \_\_\_ N \_\_\_ (PLEASE CHECK ONE)

PALLETS:

CAN YOU RETURN PALLETS? Y \_\_\_ N \_\_\_ (PLEASE CHECK ONE)

DO YOU EXCHANGE PALLETS? CHECK ONE

**\*\*PLEASE NOTE: RATE CONFIRMATION WILL BE SENT WHEN WE RECEIVE ALL YOUR INFORMATION\*\***

COMPLETED BY: (Please sign) \_\_\_\_\_

Taxpayer Identification Form

Frontline Logistics, Inc.  
P.O. Box 756  
South Lyon, MI 48178  
Ph# (734) 449-9474  
Fax# (734) 449-9596

ATTENTION: ACCOUNTING DEPARTMENT

Dear Supplier:

Effective January 1, 1984, Federal Law requires the withholding of income tax at the rate of 20% from payments made to vendors for which we do not have a correct Taxpayer Identification Number (TIN).

If you are an individual, your TIN is your Social Security Number. If you are a partnership or corporation, your TIN is your Federal Identification Number. You must indicate your number even if you are a corporation.

Please check below your type of organization and indicate your TIN:

\_\_\_\_ Individual Social Security No. \_\_\_\_\_

\_\_\_\_ Partnership Federal I.D. NO. \_\_\_\_\_

\_\_\_\_ Corporation Federal I.D. NO. \_\_\_\_\_

Complete Name of Entity \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Please return your response within one (1) day to:

Frontline Logistics, Inc.  
P.O. Box 756  
South Lyon, MI 48178  
Attn: Carrier Development

Thank you for your cooperation in this important matter.

Sincerely,



David R. Lineberry  
President



## **BROKER - CARRIER AGREEMENT**

This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **FRONTLINE LOGISTICS, INC.** ("BROKER"), a Registered Property Broker, License No. **DOT#2229823 / MC-441603**, and

\_\_\_\_\_, a Registered Motor Carrier.

Permit / Certificate No. DOT# \_\_\_\_\_ / 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 encouraging BROKER to enter 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 Par 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 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 supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer 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. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

(ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subpart 3. D.

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. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKERS customer because of CARRIER's use of non-compliant equipment.

## **2. BROKER RESPONSIBILITIES:**

A. SHIPMENTS, BILLING & RATES: BROKER shall offer CARRIER at least three (3) loads/shipments 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, special equipment requirements, or value of shipments more than the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.

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: 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 the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER **30** (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

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.

### **3. CARRIER RESPONSIBILITIES:**

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 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 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. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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 (Par 1.H) for freight loss and damage claims under this sub part C (ii) 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 Subpart (ii) above.

(iv) Except as provided in Par 1.E above, 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.

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or 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 this Agreement.

(vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subpart ii above shall not exceed \$ 100,000 unless CARRIER is notified by BROKER or Shipper of the increased value **7** days prior to shipment pick up.

D. 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); 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 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.

E. 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.

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.

#### **4. MISCELLANEOUS:**

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall always be that of independent contractors. 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, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

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 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, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the **(select one)**: \_\_\_\_ American Arbitration Association (AAA), \_\_\_\_ Transportation ADR Council, Inc. (ADR), \_\_\_\_ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon agreement of the Parties, or if no agreement, then at BROKER's sole discretion. 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. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of 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 arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, or DRC nearest **Brighton, MI** or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of **Michigan** 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.

(i) (BROKER INITIAL **DRL**; CARRIER INITIAL\_\_\_\_\_) Subject to the time limitation set forth in Subpart

D above, for disputes where the amount in controversy exceeds **\$3,000.00**, BROKER shall have the right, but not the obligation, to select litigation to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred-on appeals.

(ii) (BROKER INITIAL **DRL**; CARRIER INITIAL\_\_\_\_\_) Subject to the time limitation set forth in Subpart D above, for disputes where the amount in controversy does not exceed **\$3,000.00**, BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred-on appeals.

(iii) (IF i AND/OR ii ARE ADOPTED, THEN iii MUST BE INCLUDED) Venue, controlling law, and jurisdiction in any legal proceedings under Subparts i or ii above shall be in the State of **Michigan**.

E. **NO BACK SOLICITATION:**

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of **12 months** 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.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of **12 months** following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of **twenty percent (20%)** of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER 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.

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 paragraph, 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 origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. NOTICES:

(i) 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.

(ii) 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.

(iii) 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. 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.

O. 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.

**FRONTLINE LOGISTICS, INC.**

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**(BROKER)**

**(CARRIER)**

*David R. Lineberry*

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**Authorized Signature**

**Authorized Signature**

David R. Lineberry

---

**Printed Name**

**Printed Name**

President

---

**Title**

**Title**

**Company Address:**

**Company Address:**

10315 Grand River Suite 300

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Brighton, MI 48116

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734-449-9474      734-449-9596

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**Phone**

**Fax**

**Phone**

**Fax**

dispatch@frontlinelogistics.com

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**E-Mail**

**E-Mail**

## **TRADE REFERENCES**

**BANK:** First Merit Bank  
419 South Lafayette  
South Lyon, MI 48178  
Contact: Branch Manager  
Tel: (248) 446-4152  
Fax: (248) 437-4010  
Acct# 3148017134

**BMC-84 Surety Bond**  
American Alternative Insurance Corp.  
555 College Road East  
Princeton, NJ 08543  
Tel#: (609) 951-8295  
Acct# 20110816286

### **Credit References:**

**Seminole Express**  
Andy Walker  
2585 U.S. Highway 90  
Seminole, AL 36574  
(800) 788-4501

**C.Z. Cartage**  
Eric Boudreau  
48735 Grand River Rd.  
Novi, MI 48374  
(248) 305-8300

**A.D. Transport**  
Teresa Fogarsi  
5601 Belleville Road  
Canton, MI 48188  
(800) 832-0350 x-1024

**Drue Chrisman, Inc.**  
Bruce Walters  
775 Rudolph Way  
Lawrenceburg, IN 47025  
(812) 537-0751

**Federal ID #: 16-1627055**  
**D & B #: 13-4290894**

**FHWA Permit # MC-441603**  
**SCAC: FOLG**







U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
October 09, 2002

**LICENSE**

**MC-441603-B**

**FRONTLINE LOGISTICS, INC**

**SOUTH LYON, MI**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker , arranging for transportation of freight(except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script that reads "Terry Shelton".

Terry Shelton, Director  
Office of Data Analysis & Information Systems

### Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we  
**FRONTLINE LOGISTICS INC**

\_\_\_\_\_ of  
Property Broker Name  
10315 EAST GRAND RIVER STE 300 BRIGHTON MI 48116  
Principal Address

as PRINCIPAL (hereinafter called Principal), and AMERICAN ALTERNATIVE INSURANCE CORPORATION, a  
Surety Name

corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created  
and existing under the laws of the State of New Hampshire (hereinafter called Surety) are held and firmly

bound unto the United States of America in the sum of \$ \$75,000, for which payment, well and truly to be made, we bind  
Bond Amount

ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13904, and the rules  
and regulations of the Federal Motor Carrier Safety Administration ("FMCSA") relating to insurance or other security for the  
protection of motor carriers and shippers, and has elected to file with the FMCSA such a bond as will ensure financial  
responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts,  
agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by  
motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, relating to insurance or other security  
for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to  
whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or  
shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's  
failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this  
bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the  
Principal by the FMCSA, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until  
such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's  
obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the FMCSA forthwith  
of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 01 day of August, 2013, 12:01 a.m., standard time at the  
Date Month Year  
address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or  
the Surety may at any time cancel this bond by written notice to the FMCSA at its office in Washington, DC, such  
cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of  
any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the  
termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the  
payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the  
supplying of transportation prior to the date such termination becomes effective.

BOND NO: 20130607155

ACCT LOC ID: 100110900

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 01 day of August, 2013.  
Date  
Month Year

**FRONTLINE LOGISTICS INC**

Principal Name (Company, Individual, etc.)

David Lineberry  
Signature

**DAVID LINEBERRY**  
Printed or Typed Name of Signor

**PRESIDENT/OWNER**  
Title of Signor

Gregory E Haigh  
Witness Signature

**Gregory E Haigh**  
Printed or Typed Name of Witness

**AMERICAN ALTERNATIVE INSURANCE CORPORATION**

Matthew L. Zehner

**MATTHEW L. ZEHNER**  
Attorney-in-Fact



Maya Mackey

**MAYA M. MACKEY**  
Witness



**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
ACCEPTANCE REPORT**

**Total: 1**

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
ACCEPTANCE REPORT**

USER ID: **ROANOKETRADE**  
TRANSMISSION NUMBER: **WEB03676**  
TRANSMITTED ON: **06/10/2013 11:01:53**

COMPANY NAME: **AMERICAN ALTERNATIVE INSURANCE CORPORATION**  
SUBMITTED BY: **AMERICAN ALTERNATIVE INSURANCE CORPORATION (22010-00)**

Docket	Form/Type	Policy Number	Effective Date	Action
<b>MC-441603</b>	<b>BMC-84/SURETY</b>	<b>20130607155</b>	<b>08/01/2013</b>	<b>ACCEPTED</b>

Values in FMCSA Licensing & Insurance Database:

Legal Name: **FRONTLINE LOGISTICS, INC.**  
Address: **10315 EAST GRAND RIVER STE 300  
BRIGHTON MI US 48116**

91X Coverage(Type/Max/Underlying):

Total: 1