



Welcome to the Premium Group

Welcome to the PFM Agent Network. Premium Freight Management, LLC. is a full service brokerage division within the Premium Group which has been family owned and operated for the last 12 years. We are a rapidly growing company looking for quality carriers to build long term relationships. With our diverse customer base you will have a wide range of opportunities to run loads for a variety of customers. Whether you run locally, regionally, or cross country we have the freight to help you eliminate those empty miles and increase the revenue for your trucks. Sign up with us today and become part of the Premium family.

Qualification Process

The following documents need to be filled out, signed, and returned:

- The Contract
- The Company Profile
- Copy of your W-9
- Copy of your MC Authority
- Copy of your Insurance
 - Premium Group listed as the certificate holder
 - Minimum general is \$750,000
 - Minimum Auto is \$750,000
 - Minimum Cargo is \$100,000
 - If you have scheduled auto we require your insurance to list the vins covered under the policy
 - Minimum Hazmat is \$5,000,000
- If you use factoring companies we will need a letter of assignment

Once all information has been received and our vetting process is complete, your company will receive an email informing you that you have been set up. You will then start receiving emailed shipments to bid.

We look forward to working together in the near future and if you have any questions, please do not hesitate to contact us at pfm@ptllc.com or call 800-661-3166.

Communication Process

As a partner carrier you will be required to follow some simple requirements to ensure the communication meets our company and customer standards. Here is a list of those requirements:

- Premium requires that any load over 400 miles be monitored on our internal tracking system. It is a 3rd party system that is free for carriers to use and will enable to drivers to update themselves through a broker application (not required for carriers that use VF or MVF). This can provide time sensitive updates that will be electronically communicated directly to our operating system alleviating the need for check calls. Loads less than 400 miles will require check calls every 2-4 hours. Once completed the load will stop tracking.
- All breakdown and delays are communicated directly. It is important that we keep our customers updated with accurate information and eta's.
- On time pick and deliveries of all shipments
- Confirmation that driver has correct freight if driver receives more or less freight than the load offer states
- All freight is secured properly based on DOT regulations
- Any damaged freight is reported immediately and acknowledged by shipper or consignee on the BOL

At this time, Premium Freight Management, LLC does not allow double-brokering of freight without written authorization.

Premium Freight Management, LLC reserves the right to reduce a carrier's rate based on service. The parameters for rate reductions are as follows; 2 hours late is up to 10% rate reduction, 3 hours late is up to 20% rate reduction, 4 hours late is up to 30% rate reduction, 5 hours late is up to 40% rate reduction, and 6 hours late is a 50% rate reduction. If a customer refuses to pay based on service we reserve the right to pass it on to the carrier.

If there is any questions regarding our expectations, please do not hesitate to contact us via phone (800-661-3166) or email (pfm@ptllc.com).

Contact Information:

The goal of our Agent Network is to create a partnership with the carriers in our network for mutual growth and success. This can be accomplished by increasing your business opportunities to spike revenue, improve fleet utilization, reduce empty miles, and reposition your fleet.

Premium operates 24/7/365 days a year. Just knowing that we are here around the clock will help you move your fleet at a moment's notice.

We move all types of shipments so whether you have cargo vans, straight trucks, tractors, flatbeds, or any other type of equipment we are the company for you.

Truckload Department

Phone: 800-661-3166
Fax: 419-861-3526
Email: Truckload@ptllc.com

Agent Network

Phone: 800-661-3166
Fax: 330-923-8642
Email: pfm@ptllc.com

Carrier Relations

Phone: 800-661-3166
Fax: 419-861-3526
Email: pfm@ptllc.com

New Agent Information

Please return this page with your required documents to carrierrelations@ptllc.com or fax 419-861-3526.

Legal Company Name: _____

DBA Name: _____

Physical Address: _____

City: _____

State: _____

Zip/Postal Code: _____

Mail Address: _____

City: _____

State: _____

Zip/Postal Code: _____

Factoring Company: _____

Remit to Address: _____

City: _____

State: _____

Zip/Postal Code: _____

**** We will need the letter of assignment from your factoring company.**

Federal I.D. # (Taxpayer ID # / EIN # from the W-9): _____

Company Hours of Operation: _____

Phone Number: _____

Fax Number: _____

After Hours / Emergency Numbers: _____

Equipment Matrix

Truck Size

Truck Counts

Cargo Van

Sprinter

Small Straight Trucks (12'-14')

Medium Straight Trucks (16'-18')

Large Straight Trucks (20'-28')

Tractor Trailer (48' Dry Van)

Tractor Trailer (53' Dry Van)

Reefer / Temp Control Straight Truck

Reefer / Temp Control Tractor

Flatbeds

Industries Serviced

Expedite

Expedite Truckload

Truckload

Flatbed

LTL

Express LTL

Intermodal

Specialized

Refrigerated

Company Information

MC Number: _____

DOT Number: _____

Safety Rating: _____

Year Business was Founded: _____

SCAC Code: _____

Company Authorities

Do you have interstate authority? _____

Do you have hazmat authority? _____

Do you have Canadian authority? _____

Do you have Intra-Canadian authority? _____

Do you have freight forwarding authority? _____

Do you have Mexican authority? _____

Do you have intra-Mexican authority? _____

Are you TSA approved? _____

Are you TWIC approved? _____

Are you CSA approved? _____

Are you a member of C-TPAT? _____

Are you a member of FAST? _____

Are you a member of PIP? _____

Do you have a cross dock? _____

Do you have warehousing? _____

Do you have lift gate trucks? _____



AGREEMENT made this _____ 20____, by and between Premium Freight Management, LLC, 5445 Southwyck Blvd., Suite 210, Toledo, OH 43614 "BROKER", and _____, MC No. _____, an I.C.C. licensed contract motor CARRIER, "CARRIER".

- 1) BROKER agrees to offer for shipment and CARRIER agrees to transport in its own equipment at least one (1) shipment annually and such additional quantities of freight as BROKER may tender subject to the availability of suitable equipment. CARRIER may not assign any portion of this contract, without BROKER'S written consent.
- 2) Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense (i) Motor Truck Cargo insurance or a superior equivalent, with limits of not less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under DOT regulations, public insurance required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto). Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. If Carrier is self-insured, a certificate of the state in which the transportation services are to be performed must be furnished by such state agencies directly to Broker. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term,

the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, drivers or cargo, for fraud or infidelity, geographical location in the United States, or for a particular radius of operation.

Carrier Moving Perishables. Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

- 3) CARRIER will comply with all applicable D.O.T. rules and regulations as well as all other federal or state regulations pertaining in any fashion to the operations of a motor carrier. CARRIER agrees to keep in full force and effect, public liability insurance as required by the Federal Highway Administration, and workers'/Unemployment Compensation Insurance respecting it's employees, or those contractors deemed such under applicable state law. CARRIER will at all times maintain certificates/declarations evidencing such insurance/coverage on file with BROKER from any liability damages, costs, etc. accruing to BROKER whatsoever as a result of CARRIER'S breach of these provisions.
- 4) BROKER agrees to pay CARRIER for the transportation of freight moved under this agreement in accordance with the rates, and other terms and conditions set forth in Appendix "I" attached hereto and made a part hereof. Modifications or additions to such may be agreed to in writing or may be made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates must be made by a signed recap faxed to BROKER or CARRIER. All modifications and additions to the rates made either in writing or verbally and confirmed in writing, shall be deemed addenda to, and considered an integral part of this agreement.
- 5) BROKER and CARRIER agree that transportation services hereunder are to be in compliance with the Code of Federal Regulations (49 C.F.R.) by assigning motor vehicles for a continuing period of time for the exclusive use of BROKER or by providing specialized services or equipment designated to meet the distinctive needs of BROKER or the consignor. Such services shall include, but shall not be limited to, expedited shipments, consisting of mandatory, time sensitive delivery schedules.
- 6) CARRIER will maintain a DOT "Satisfactory" safety rating. If this should change, CARRIER will send BROKER written notice of the change by certified mail, in five (5) working days, and BROKER has the option of canceling this Agreement immediately and without notice.
- 7) CARRIER warrants that, at its cost and expense, it shall furnish for use in BROKER'S service sufficient vehicles suitable for the lawful carriage of cargo tendered by BROKER. CARRIER shall operate and maintain the motor and allied equipment necessary in good working condition and in compliance with all applicable laws and regulations. CARRIER, at its cost and expense, also shall provide adequately trained drivers, and provide the proper performance of the trucking services herein provided. All equipment used by CARRIER in the performance of transportation functions hereunder shall at all times be under the exclusive control of CARRIER and shall meet the requirements of Appendix "III" attached hereto and made a part hereof.
- 8) In the event of delay in the carriage of BROKER'S freight, CARRIER shall at its expense, forthwith advise BROKER, giving an estimate of the anticipated delay in delivery, and shall, as necessary, promptly take steps to

reload the freight in replacement equipment or take other necessary steps to minimize delay, at CARRIER'S sole expense.

- 9) BROKER (and/or its customers) shall issue a bill of lading in their own name(s) and shall be ultimately liable to the owner of the freight or full actual loss and damage to the freight transported under this agreement while in the custody of the CARRIER. All claims for loss, damage and salvage shall be handled and processed in accordance with the Code of Federal Regulations (49 C.F.R.).
- 10) The provisions of Paragraph nine (9) above notwithstanding, CARRIER agrees to hold BROKER from and indemnify BROKER for any liability resulting from loss or damage to any freight or for the late delivery, misdelivery or failed delivery of our freight transported by CARRIER pursuant to this agreement including all cost to defend claims. CARRIER also agrees to hold BROKER harmless from and indemnify BROKER for any liability resulting from personal injury or property damage, which may occur during the operations of CARRIER pursuant to this agreement including all cost to defend claims unless the personal injury or property damage was due to the negligence of the BROKER.
- 11) CARRIER shall notify BROKER immediately after having knowledge of overages, shortages, or damage to products or goods CARRIER handled for BROKER. CARRIER shall return overages. Disposition of damaged goods will be determined by BROKER. CARRIER agrees that for purposes of claims, BROKER shall be deemed to be the "Shipper" and BROKER may properly present claims on behalf its Shipper customers unless BROKER'S customer elects to present claims on its own behalf, in which instance BROKER'S customer shall be recognized as the "Shipper" for claim purposes.
- 12) CARRIER shall be liable for the full actual loss resulting from loss, damage, injury, or delay, CARRIER shall not be held responsible for shortages in the absence of evidence of tampering, breakage or lack of due care by CARRIER. In the event of loss, damage, overage or shortage, CARRIER agrees to notify BROKER of such incidents immediately, but in no case more than 24 hours after discovery, in writing or via facsimile. Unless there is a written agreement with either the BROKER or the BROKER'S customer in the bill of lading specifying released value rates or limitations of recoverable damages, BROKER shall be entitled to recover all lawfully provable damages for freight loss, damage or delay caused by CARRIER without limitation. Any agreed to limitation shall be in writing and shall be specific as to commodity and service and general incorporation or references to published sales or tariff's shall be null and void.
- 13) Any claims will be handled in the following manner:
 - i) A claim for loss, damage, injury or delay to cargo will be filed in writing, as provided below, with CARRIER, within 180 days of the date CARRIER notifies that the shipment is lost, delayed damaged or delayed.
 - ii) CARRIER will, upon receipt in writing of a proper claim in the manner and form described herein above, acknowledge receipt of such claim in writing within 30 days after the date of its receipt by CARRIER, unless CARRIER will have paid or declined such claims in writing within 30 days thereof. A CARRIER will indicate in its acknowledgement what, if any, additional documentary evidence or other pertinent information may be required by it to process the claim, based on CARRIER'S preliminary examination of the claim as filed. CARRIER agrees that in any case where it does not decline, pay or acknowledge receipt of claims within said 30 days that it has agreed to the validity of the claim and the amount stated therein and will thereafter pay said claim within 30 days.
 - iii) CARRIER, when it has received written claim for loss or damage, injury, or delay to property transported, will pay, decline, or make a firm compromise settlement offer in writing within 60 days after receipt of the claim by CARRIER. If CARRIER and BROKER (or its customer) do not come to final settlement within 60 days, BROKER may cancel this agreement and/or seek to recover the damages, including attorney fees and all other expenses, through any legal, administrative or equitable remedy available. CARRIER shall not be responsible for loss damage, injury or delay resulting from acts of God, public enemy, revolution, civil disorder, or war.

- iv) CARRIER shall be liable for the "full actual loss" resulting from loss, damage, injury or delay. "Full actual loss" means the invoice price of freight tendered to CARRIER for transportation as well as consequential damages if the CARRIER is put on notice of the possibility thereof.
- 14) The bill of lading shall be noted by the CARRIER that the shipments were transported by CARRIER, acting as a CARRIER, and that the shipment was arranged by BROKER, acting as BROKER.
- 15) CARRIER will bill all charges for transportation services directly to BROKER and CARRIER shall provide BROKER with a copy of the signed bill of lading and delivery receipts, all in conformity with the procedures set forth in Appendix "I". No billing for any run will be accepted after ninety (90) days from the date of the shipment. All billings received after ninety (90) days from the dated of the shipment will not be processed for payment.
- 16) The relationship of CARRIER and BROKER shall, at all times and for all purposes, be that of an independent contractor; the relationship of partners, joint venture, general agent, and employer/ee being hereby expressly disclaimed. CARRIER agrees that it will look only to BROKER for payment. BROKER shall remain liable to CARRIER for payment of all legitimate freight charges hereunder that are submitted within 90 days from the dated of the shipment; payment by it's customers notwithstanding.
- 17) During the existence of his Agreement and for a period of one year after its cancellation, CARRIER shall not solicit or transport, directly or indirectly, traffic from any shipper, consignor, consignee or customers of BROKER where (a) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (b) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER'S customers, or obtains traffic from such a customer, BROKER then is entitled for a period of fifteen (15) months after the first involved traffic first begins to move, to a commission from CARRIER of Forty percent (40%) of the transportation revenue invoiced on the movements of the traffic and payment of all costs and attorney's fees expended to secure the forty percent (40%). This is in addition to any other compensatory and punitive damages, the right to temporary or permanent injunction and all other legal remedies. For purposes of paragraph "4", CARRIER shall include all related companies, whether CARRIER, BROKER, freight forwarder, holding company or otherwise, and also includes all principals of CARRIER, including officers, directors and shareholders acting directly and indirectly.
- 18) CARRIER agrees that BROKER'S compensation for its services hereunder is confidential, and will not be disclosed. CARRIER further agrees that it will not reveal to anyone the term of this agreement, the pricing of transportation service, or any other details of the business conducted between CARRIER and BROKER. CARRIER agrees that billing for all transportation services hereunder will be billed only to the BROKER. All billing generated directly to a customer, and not to the BROKER as identified in this agreement, will subject the CARRIER to a monetary penalty. This monetary penalty, paid to the BROKER, will be ten percent (10%) of the CARRIER charges. The penalty will be paid to the BROKER as soon as the billing error is discovered. There will be no time limit for this monetary penalty and penalties maybe withheld from future settlements to the CARRIER.
- 19) Nothing in this Agreement shall be interpreted or shall have the effect of guaranteeing to CARRIER any particular volume of business or the loads of any particular shipper.
- 20) CARRIER shall obtain delivery receipts for all merchandise tendered by BROKER. CARRIER will provide originals of same to BROKER in sufficient detail to substantiate billing for the services provided. CARRIER shall retain such records for three years after delivery of the involved shipments or for such greater period of time as may be required by federal or state laws, rules, or regulations.
- 21) Notwithstanding the above, either party may terminate this Agreement without penalty on one day's written notice as a result of a material violation or breach by the other party of any provisions of this Agreement or the execution of a subsequent agreement.

- 22) Unless otherwise stated, all notices which may be given in connection with this Agreement or required by law or regulation shall be in writing, shall be sent postpaid by the party desiring to give such notice to the other party by first class mail, addressed to such party at its address shown herein, and shall be deemed to have been given when so sent.
- 23) CARRIER shall neither have nor claim any lien rights on or against any property transported under this agreement. However, should a consignor or consignee notify BROKER of a claim for a loss or damage to the property transported by CARRIER under this agreement, CARRIER agrees that BROKER and consignor/consignee shall have the right to set-off an amount from any freight charge payments due CARRIER.
- 24) This Agreement shall constitute the entire agreement between the parties on the matter referred to herein and any amendments to this agreement shall be in writing, signed by both parties.
- 25) In the event that after movement and delivery of freight, the ultimate obligor for payment of freight charges and fees become bankrupt or for any reason defaults on its obligation to pay freight charges and fees which BROKER had already paid to CARRIER, CARRIER agrees that all its right, title, and interest in such charges and fees shall be, and hereby are transferred and assigned to BROKER for the purposes of collection and recovery from the responsible party(s).
- 26) The term of this Agreement shall be for one year from the date shown above. That term may be extended for another year by mutual agreement at or prior to the expiration of the first year, or if no further agreement is executed by that date, this Agreement shall remain in effect until superseded by a subsequent agreement, or canceled upon thirty (30) days written notice of cancellation by either party. CARRIER shall maintain a copy of this Agreement on file for a period of at least three years after it is terminated or canceled.
- 27) Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.
- 28) CARRIER will guarantee 100% on time delivery except in the event of Force Majeure. The parties further agree that in those cases where the BROKER determines that a CARRIER'S performance, as regards to guaranteed arrival times, is not in conformity with this contract, and no good justification is shown therefore, the following adjustments will be made to the rates and charges:
- i) Failure to arrive at destination on time, as agreed to with BROKER, between two (2) hours and two (2) hours and fifty-nine (59) minutes late; reduction in the total charges by twenty- five percent (25%).
 - ii) Failure to arrive on time, as agreed to with BROKER, between three (3) hours and three (3) and fifty-nine (59) minutes late; reduction in the total charges by fifty percent (50%).
 - iii) In all cases where the customer refuses to pay the BROKER due to a late delivery by the CARRIER which is over five (4) hours late, the CARRIERS pay will be reduced by one-hundred percent (100%).
 - iv) If, as a result of CARRIERS failure a "critical" situation is created which would cause a potential shut down, alternative transportation may be arranged by BROKER and charged back to CARRIER. Additional costs charged by the customer relating to a late shipment may also be charged back to the CARRIER.
- 29) The above reductions in pay will not be applicable for delays, which are beyond the control of the CARRIER (i.e. Traffic, Natural Disasters, Severe Weather, etc.) The CARRIER must communicate this delay to the BROKER immediately upon knowledge of the delay. If the CARRIER does not communicate to the BROKER the uncontrollable delay within ½ hour of the actual delay, the reduction in pay will continue to be in effect.
- 30) Special Services
- A). International Shipments. CARRIERS transporting shipments into the United States for BROKER must provide verification of CARRIER'S participation in C-TPAT (Customs – Trade Partnership Against Terrorism) to BROKER. CARRIERS transporting shipments into Canada for BROKER must provide verification of

CARRIER'S participation in PIP (Partners in Protection). Non-C TPAT certified CARRIERS will be subject to additional security by BROKER. CARRIER agrees to commit to C-TPAT security recommendations through this agreement.

B). Hazardous Materials. CARRIER shall not accept and transport any shipment of hazardous materials at any time from BROKER'S customers without the specific advisement and written consent of BROKER. In the event CARRIER accepts any shipment in violation of this Section, it shall indemnify BROKER against any fine, costs, fees or attorney's fees levied upon or charged to BROKER as a result thereof.

31) The contract is binding upon the parties hereto, their successors and assigns, shall be construed at all times under the laws of the state of Ohio (Paragraph five (5) shall constitute an exception thereto, as that state law which may apply to CARRIER for those limited purposes will be on the basis of CARRIER'S principal office address, domicile, and/or scope of operations); and shall be deemed executed in Rossford, Ohio.

Premium Freight Management, LLC

CARRIER

By:

By:

Title:

Title:

Date:

Date:

Broker Carrier Agreement Appendix I

1. BROKER will contact the CARRIER with pickup location and response time needed. The CARRIER will acknowledge availability of the equipment and approve the response time needed within fifteen (15) minutes.
2. CARRIER will call BROKER with load information; this will include arrival time, departure time, pieces, BOL, weight of shipment and any and all part numbers if required. The CARRIER will also furnish BROKER with unit numbers and expected delivery time to consignee.
3. CARRIER will update BROKER as to location of unit every three (3) hours on any runs with a running time of over six (6) hours. CARRIER will ensure use of satellites, nationwide pagers and/or cellular telephones on any and all runs contracted to BROKER. The CARRIER must have real-time communication access to its vehicle at any time during the run.
4. CARRIER will have twenty-four (24) hour dispatch operations or will furnish BROKER with home numbers and/or pager numbers for contact after-hours and weekends.
5. CARRIER will report to BROKER with the delivery information including time arrived; time unloaded and the receiving person's name who signed for the shipment within one (1) hour of the delivery.
6. CARRIER will bill BROKER for the run; this billing will include the Premium Freight Management, LLC. pro number. This billing will be done as soon as possible. No billing for the run will be paid after ninety (90) days from the date of shipment.
7. Normal operating procedures for expedited freight will apply; these include, but are not limited to, notification of any and all enroute delays and or problems, delays in loading or unloading and any damage to the freight.
8. CARRIER will furnish to and update as necessary the following information to BROKER: Operating Authorities, Certificate of Insurance, Certifications of participation in C-TPAT and PIP for international shipments, change of address, change of phone number, etc.
9. All mileage for billing will be computed using PC Miler Practical zip-to-zip miles. All mileage will be paid one way only. All runs from Michigan to Western New York or vice versa, will operate through the country of Canada. A stop off charge of \$25.00 per multiple pick-up or stop-off will be paid to the CARRIER.
10. All detention time will begin two (2) hours after the agreed pick-up time or two (2) hours after the agreed delivery time. Detention charges will be billed in the amount of \$6 per 15-minute increment in excess of the above free time.
11. All Dry Runs; vehicle furnished but not used, billings will be billed at the minimum charge only. No billing will be accepted for any load offered and accepted and then cancelled within thirty (30) minutes after acceptance.
12. TRAILER SAFETY REQUIRMENTS (appendix III attached) must be adhered to and followed at all times for any and all shipments handled under this agreement.
13. All funds must be paid in U.S. Currency.

Broker Carrier Agreement Appendix II

This is to advise that the following safety-related actions must be implemented. These actions are to provide the utmost injury-free environment to all personnel involved in the transporting, loading and unloading of CARRIER equipment involved with the freight. Safety of all of our personnel is our highest mandate and your immediate and cooperative assistance is necessary.

1. The policy is that all trailers at the end of the tenth (10th) year from date of manufacture can no longer be used in service. Trailers with an original date over ten (10) years listed on the manufacture's ID plate located on the left hand side of the trailer, lower front, or missing plates will be rejected for loading or unloading.
2. The policy is that Fiberglass Reinforced Plywood trailers will no longer be acceptable. It is expected, of course, that the only safe and adequate equipment will be provided during that time period as stated in our Broker/Partner Carrier Agreement.
3. All semi-trailers must have a minimum of 20,000-pound dynamic floor rating maintained over a ten (10) year period.
4. REPAIRS: must comply with the truck maintenance council standards of the American Trucking Association.
5. DRIVER SAFETY TRAINING: must comply with the Federal Motor Carrier Safety Regulations.
6. DRIVER SECURITY TRAINING: must comply with Department of Transportation, US Customs and Canadian Customs security recommendations. Provide copy of security training .
7. INSPECTIONS: must comply with the Federal Motor Carrier Safety Regulations (49 C.F.R).
8. TRUCK TRAILER FLOOR RATING: must comply with the individual requirement of the shipper's facilities.
9. Trailers are equipped with ICC Bar.
10. FHWA INSPECTION STICKER: must be displayed on trailer and be no older than six (6) months.
11. SLIDING AXLES ON TRUCK TRAILERS: are to be fully functional and moved to the rearward position of the trailer before tendering for pickup or delivery at facilities.
12. All freight must be properly secured to eliminate any movement during transit.
13. All trailer equipment must be a minimum of 48 foot, air ride equipment. Tractor Trailer equipment furnished for any movement of Straight Truck shipments need not comply with the above requirements.

By:
Title:
Date: _____

By:
Title:
Date: _____



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
November 19, 2004

LICENSE
MC-434894-B
PREMIUM FREIGHT MANAGEMENT LLC
ROSSFORD, OH

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 368). 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 black ink, appearing to read "Angel Sebastian".

Angel Sebastian, Chief
Information Systems Division

BPO