

Fax

To: _____ **From:** Kirsch Trucking Inc. for Steelman Trans.
Fax: (866) 667-7247 **Pages:** 10
Phone: (877) 341-9611 Ext. 107 **Date:** _____
Re: _____ **CC:** _____

Urgent For Review Please Comment Please Reply Please Recycle

- **Comments: Please fax the following documents before the truck is dispatched. ALL documents must be received in order to process the load.**
 - A. Initialed and Signed Broker/Carrier Agreement. Please note that we are unable to make any changes to this addendum.**
 - B. Authority**
 - C. Original Certificate of Insurance listing Steelman Transportation as the certificate holder (2160 Burton Ave. Springfield, MO, 65803).**
 - D. W-9 form (Company name must match the authority & have a legible tax ID number).**
 - E. Signed Rate Confirmation.**

Truck will NOT be dispatched until these documents are received!

PLEASE FAX ALL OF THE INFORMATION TO: (866) 667-7247

Please Visit: WWW.KIRSCHTRUCKING.COM

RETURN TO AGENT

NAME: _____

ADDRESS: _____

PHONE LOCAL/TOLL FREE: _____

FAX NUMBER: _____

MC#: _____

FEDERAL ID#: _____

TYPE & NUMBER OF TRUCKS: _____

AREA OF TRAVEL: _____

ARE YOU A SMARTWAY CERTIFIED CARRIER? CIRCLE Y OR N.

SCAC CODE: _____

CARRIER/BROKER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 200____, by and between **Steelman Transportation, Inc. ("BROKER")** and _____ ("**CARRIER**"), (collectively, the "**PARTIES**").

I.

Recitals

A. **WHEREAS BROKER** is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

B. **WHEREAS CARRIER** is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER; and

NOW THEREFORE, intending to be legally bound, BROKER and CARRIER agree as follows:

II.

Agreement

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory safety rating issued from the FMCSA of the U.S. Department of Transportation ("DOT"), and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER receives an unsatisfactory safety rating, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads tendered to CARRIER by BROKER while such unsatisfactory safety rating is in place.

3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

6. **RATES & PAYMENTS.** CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the parties. Any provisions of the CARRIER's tariff that are inconsistent with the terms of this Agreement, or which address matters not addressed herein are inapplicable. CARRIER will charge and BROKER will pay the rates and charges set forth in a separate signed Rate Confirmation Agreement. The Rate Confirmation Agreement shall be signed and agreed to by BROKER and CARRIER before each shipment to which such Rate Confirmation Agreement applies. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Appendix A can be supplemented or revised by written agreement signed by both parties, or, prior to transportation, by facsimile by BROKER to CARRIER if not objected to by CARRIER, in writing, within twenty-four (24) hours from the date and time faxed. In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate rate confirmation sheet, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate of the parties for the services provided, unless such rate is objected to by CARRIER within 10 days of the invoice date. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. CARRIER's failure to provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to BROKER for any and all revenues that are uncollectible by BROKER because of failure to provide needed support paperwork to BROKER. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer except that in the event that BROKER, in its sole discretion, requires in writing either during or after the thirty (30) day payment period that CARRIER seek payment directly from the Customer, BROKER shall have no obligation to pay the rates and charges owed to Carrier for services rendered on behalf of the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay under paragraph 8.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of Shipper or its Customer in the possession or control of CARRIER.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. Notwithstanding anything to the contrary herein, no limitation of liability shall apply to any shipment hereunder unless expressly agreed to in writing by BROKER. BROKER's agreement to a limitation in regards to any shipment(s) shall not be construed as a waiver of full value liability on any other shipment tendered to CARRIER. The measure of loss, damage or injury shall be the invoice value less reasonable salvage, if any. CARRIER agrees that the provisions of 49 C.F.R. Part 370 shall govern the processing of claims for loss, damage, injury, or delay to property and the processing of salvage. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER' or Customer's undisputed claim and supporting documentation. Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

9. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance ("AL") with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.
- (b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.

- (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.
- (e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER and Customer shall be named as additional insureds on CARRIER's CGL and AL policies, and as loss payees on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request, CARRIER shall provide BROKER or Customer with copies of the applicable insurance policies.

10. **USE OF BROKER'S TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer owned by or leased to BROKER, or otherwise provided to CARRIER by BROKER ("Trailer(s)") for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to Trailers, destruction of Trailers, theft from Trailers, theft of any contents of Trailers, and for any claims for bodily injury (including death) or property damage caused by any Trailer(s) regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is caused by the sole negligence, recklessness, or willful misconduct of BROKER. The initial burden of proving such damage, injury, destruction, or theft was the result of the sole negligence, recklessness, or willful misconduct of BROKER in any proceeding brought pursuant to this Agreement shall rest on CARRIER. In the event that applicable state law does not allow BROKER to waive liability to the extent contained in this provision, the Parties expressly agree that BROKER's liability will be waived to the fullest extent allowed by applicable state law.

11. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to the prorated extent that any Claim is attributable to the negligence or other wrongful conduct of BROKER or the Customer. CARRIER's liability for cargo loss or damage under this provision is limited to the liability and amounts set forth in Paragraph 8.

12. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained directly from customers of BROKER during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

14. **BROKER'S RECORDS**. To the extent allowable by governing law, CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. Notwithstanding, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all such records comprise confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, nor to limit any rights of BROKER to enforce such obligations.

15. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT**. This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

16. **SEVERABILITY**. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

17. **WAIVER**. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

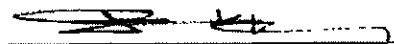
18. **DISPUTE RESOLUTION**. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Missouri. In the event of any disagreement or dispute, the laws of Missouri shall apply. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Missouri and the PARTIES hereby agree to the exclusive jurisdiction of the courts located in the state of Missouri. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

19. **COMPLETE AGREEMENT**. This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER: Steelman Transportation, Inc.

CARRIER: _____


Printed: JAMES K. POWER
PRESIDENT

Printed: _____

Address: 2160 North Burton Avenue
Springfield, MO 65803

Address: _____

Phone: 417-831-6300
Fax: 417-831-4793

Phone: _____
Fax: _____
FID No: _____

APPENDIX A

1. Rates. In accordance with Paragraph 6 of the Agreement, the rates applying to the transportation services to be provided pursuant to the Agreement are set forth below:

2. Payments. In accordance with Paragraph 6 of the Agreement, any special payment requirements are set forth below:

3. Freight Loss, Damage or Delay. In accordance with Paragraph 8 of the Agreement, any special provisions dealing with cargo loss and damage claims are set forth below:

4. Insurance. In accordance with Paragraph 9 of the Agreement, any special insurance requirements are set forth below:

5. Confidentiality and Non-Solicitation. In accordance with Paragraph 12 of the Agreement, any exceptions or modifications to Confidentiality or non-solicitation provisions are set forth below:

BROKER: Steelman Transportation, Inc.

Carrier: _____

Printed: _____

Printed: _____



Cherokee Insurance Company

34200 Mound Road

Sterling Heights, Michigan 48310

Phone (800) 201-0450, Ext. 3403

Fax (586) 795-3130

Endorsement # 1

Attached to and forming part of Broker Surety Bond # SB060001, effective January 22, 2006, on behalf of Steelman Transportation, Inc., 2133 E. Blaine, Springfield, MO 65803, in favor of The Federal Highway Administration in the amount of \$10,000.

It is understood and agreed that effective January 22, 2006, the address of the above stated bond shall be changed to 2160 Burton Avenue, Springfield, MO 65803. All other conditions and terms to remain as originally written.

PM-2
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION
LICENSE

SERVICE DAT

MAR 18 1991

No. MC 222473 (Sub O-B)

STEELMAN TRANSPORTATION, INC.
SPRINGFIELD, MO

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

SIDNEY L. STRICKLAND, JR.
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 222473 (Sub O-B)
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To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

Steelman Transportation, Inc.

**2160 BURTON AVE
Springfield, MO. 65803
Incorporated 1991**

Brokerage Bond: 52798814

ICCN: 222473
Fed ID#: 43-1539242

Credit References

Bank:

Tulsa National Bank
P.O. Box 1051
Tulsa, Oklahoma 74101
phone: Jim Sharp
918-494-4884

Lease Companies:

G.E. Equipment Finance
P.O. Box 841357
Dallas, Texas 75284
phone: Todd Clark
417-818-7510

Trade Credit:

Ozark Kenworth
P.O. Box 415046
Kansas City, Missouri 64141
phone: 800-766-7035

Daimler Chrysler Credit Corp.
P.O. Box 354
Lisle, Illinois 60532
phone: 888-855-8500

Peterbilt of Springfield
3028 North Mulroy Road
Strafford, Missouri 65757
phone: 417-865-5355

Springfield Brake Company
1225 East Trafficway
Springfield, Missouri 65803
phone: 417-532-8233

Trucking Companies:

Integrity Logistics
7950 SW Burns Way, Ste. 200
Wilsonville, Oregon 97070
phone: 503-582-4400

Trailview Trucking
P.O. Box 9
Yorba Linda, California 92685
phone: 714-996-9551

Starlight Express
P.O. Box 2086
Yorba Linda, California 92685
phone: 714-996-0077

Internet Truck Stop
"A" Rating
www.Internettruckstop.com