



Carrier Packet

**Thank you for choosing to work with Confiance, LLC.
Please review and return the following required documentation:**

- **USDOT AUTHORITY**
- **CARGO INSURANCE** (Confiance LLC must be listed as an additional insured)
\$100,000 Cargo Minimum
- **LIABILITY INSURANCE** (Confiance LLC must be listed as additional insured)
\$1,000,000 Automobile Liability Minimum
- **COMPLETED CONFIANCE LLC CONTRACT AND CARRIER FORM** (All pages must be completed)
- **W-9**

Completed Carrier Packet should be returned to your Carrier Representative

| | | | |
|-----------------|----------------------------|---------------------|-------------------|
| Mitch Lambert: | mlambert@confiancellc.com | Phone: 800-848-0684 | Fax: 469-910-0494 |
| Tina Morris: | tmorris@confiancellc.com | Phone: 800-848-0684 | Fax: 469-910-0494 |
| Rebecca Horn: | rhorn@confiancellc.com | Phone: 800-848-0684 | Fax: 318-404-1575 |
| Kerrie Wallis: | kwallis@confiancellc.com | Phone: 800-848-0684 | Fax: 318-404-1575 |
| Kim Rhodes: | krhodes@confiancellc.com | Phone: 800-848-0684 | Fax: 318-404-1575 |
| Ivy Horn: | ihorn@confiancellc.com | Phone: 800-848-0684 | Fax: 318-404-1575 |
| Jeremy Britnell | jbritnell@confiancellc.com | Phone: 800-848-0684 | Fax: 318-404-1575 |



Confiance Logistics Information

Phone: 800-848-0684

Fax: 318-404-1575

MC# 933732 DOT# 2811948

Operations Contacts:

Sha'ru Harper
Director of Operations
800-848-0684 ext 804
sharper@confiancellc.com

Joe Gabbard
VP of Capacity
800-848-0684 ext 800
jgabbard@confiancellc.com

Accounts Payable Contact:

Sharon Kyker
800-848-0684 ext 806
skyker@confiancellc.com

For Prompt Payment please email your invoice along with a copy of the BOL and POD to logisticsap@confiancellc.com.

Paperwork may also be mailed to
Confiance, LLC
PO Box 601714
Dallas, TX 75360

All invoices paid within 30 days of receipt of required paperwork.



Carrier Form

Date Submitted: _____

| | | | |
|---|---|-----------------------------------|--------------------------------|
| EIN/FID# | US DOT# | MC/PERMIT# | __ Intrastate Only |
| | | CVOR/NIR# | __ Broker Authority |
| Company Name: | | Owner Name: | |
| Physical Address: | | | |
| Mailing Address: | | | |
| Remit Payment To: | | | |
| Contact Information | | | |
| Toll Free: | | Key Contact Name: | |
| Local: | | Key Contact Title: | |
| Fax: | | Emergency Contact & 24/7 #: | |
| Operations E-mail: | | | |
| Web-site Address: | | | |
| Operations | Service Place a check mark next to all that apply | | |
| ___ # of Single Drivers | ___ LTL (use of NMFC#s) | ___ Power Only Dray | ___ Trailer Spotting |
| ___ # of Teams | ___ LTL (no use of NMFC#s) | ___ Rail | ___ Satellite Enabled |
| ___ # of Trucks | ___ USPS Carrier | ___ Port | ___ ACE Border Crossing |
| ___ # of Years in Service | ___ TSA Registered | ___ HAZMAT Certified | ___ TWIC Card |
| SCAC Code: | ___ Expedited Ground | ___ IAC Certified | IAC# |
| CSA Code: | CTPAT# | Airport(s) Serviced - List Codes: | |
| Equipment Type | | Additional Equipment | Preferred Service Areas |
| Please indicate | QTY | Length | AXLES |
| Van | _____ | _____ | _____ |
| Logistics Van | _____ | _____ | _____ |
| Reefer | _____ | _____ | _____ |
| Container | _____ | _____ | _____ |
| Flat | _____ | _____ | _____ |
| Stepdeck | _____ | _____ | _____ |
| Doubledrop | _____ | _____ | _____ |
| Lowboy (# of axles) | _____ | _____ | _____ |
| Straight Truck | _____ | _____ | _____ |
| Cube Truck | _____ | _____ | _____ |
| Cargo Van | _____ | _____ | _____ |
| Tanker | _____ | _____ | _____ |
| Dump | _____ | _____ | _____ |
| | | ___ Coil Racks | ___ 48 States |
| | | ___ Container Locks | ___ Canada |
| | | ___ Lift Gates | ___ Mexico |
| | | ___ Ramps | |
| | | ___ Side Kits | U.S. Regions |
| | | ___ Tarps | ___ All Areas |
| | | | ___ Northwest |
| | | | ___ Midwest |
| | | | ___ Northeast |
| | | | ___ West Coast |
| | | | ___ Southwest |
| | | | ___ Southeast |
| Future updates to your equipment and service areas can be made by calling Confiance LLC at 877-826-4655 | | | |
| How did you hear about us? | | ___ Networking/Word of Mouth | |
| ___ From a Confiance agent? | | | |
| Is your company a SmartWay Transport Partner? | | ___ Yes ___ No | |
| Visit: http://www.epa.gov.smartway | | | |
| I have a specific list of preferred cities I currently service and would like to receive a call | | ___ Yes ___ No | |

CONFIANCE LOGISTICS, LLC

CONTRACT CARRIER-LOGISTICS PROVIDER AGREEMENT

This "Agreement" made this ____ day of _____ 20____, by and between _____
(hereinafter referred to as "Carrier") with its principal business address
at _____, and Confiance Logistics, PO Box 601714 Dallas, TX
75360, (hereinafter referred to as "Confiance").

Witnesseth,

- Carrier is a motor contract carrier of property authorized by permit number MC- _____
(a copy of which attached hereto and made a part hereof) to provide transportation of property for shippers and receivers of general commodities, and
- Confiance is a transportation broker of property by permit number MC 933732 (a copy of which license is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to Carrier

Now therefore,

- i. Tender of Cargo. Confiance agrees to offer for shipment and Carrier agrees to transport by motor vehicle from and to such points between which service may be required such quantities of commodities as Confiance may require, subject to the availability of suitable equipment. This agreement covers all shipments, including exempt or non-exempt, foreign or domestic regulated or unregulated. Confiance shall offer to Carrier for shipment a minimum quantity of one (1) shipment for each year this agreement remains in effect.
- ii. Cargo Insurance. Carrier warrants and represents that it shall maintain cargo insurance in the amount of not less than One Hundred Thousand Dollars (\$100,000) to compensate Confiance, cargo owner, consignor or consignee for property which comes into the possession of Carrier in connection with its transportation service. The cargo insurance shall be in the form required by 49 C.F.R. 1043, 2 (B), shall have no exclusions or restrictions that would not be accepted by the Federal Highway Administration for a filing under federal statutory requirements but shall, in all respects, be identical to the cargo insurance filed in accord with the said requirements.
- iii. Liability Insurance. Carrier warrants and represents that it shall maintain Trucker Liability insurance covering "Any Auto" and Commercial General Liability insurance with limits of at least One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage and name Confiance as additional insured on these coverages as respects activity under this agreement.
- iiii. Certificate of Insurance. Carrier warrants and represents that it shall cause its insurance carrier to forward forthwith to Confiance a certificate of insurance which certificate shall require the insurance carrier to give Confiance thirty (30) days advanced written notice of cancellation, material change or non-renewal of the above required insurance coverages. Wording of the certificate of insurance shall read "SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED, THE ISSUING COMPANY WILL MAIL 30 DAYS ADVANCED WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." Carrier acknowledges that the insurance referenced herein does not limit Carrier's financial liability to Confiance or the cargo owner, consignee or consignee of property that comes into the possession or custody of Carrier.
- liv. Rates and Charges. Rates and charges for traffic moved under this agreement shall be as agreed to between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by Carrier and acknowledged by Confiance and herein and hereafter automatically made a part of this contract as Appendix "A". Changes to this schedule or memorandum may also be made in writing on mutually agreed notice, and similarly acknowledged. The rate shall also contain the conditions of, and charges for, any additional or accessory services, which may be required or performed. Carrier acknowledges that Carrier shall fulfill its obligations herein to Confiance either by (1) furnishing transportation service through the assignment of motor vehicles for a continuing period of time to the exclusive use of Confiance, or (2) furnishing transportation services designed to meet

the distinct needs of Confiance, in the event of undercharge claims, any amounts collected as undercharges shall be deemed additional commission to Confiance and payable to Confiance.

6. Rate Amendments. Rates may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such verbal contract shall be reduced to writing prior to the movement of the involved freight.
7. No Carrier Tariffs. Carrier shall, on each movement, issue a uniform (straight) bill of lading and the traffic shall move under the terms and conditions of the said bill of lading, which shall contain the standard Carmack provision as to the filing and settling of claims. Confiance shall have the right to set off any amounts due to Confiance or Confiance's customers from Carrier against any amounts payable to Carrier. Carrier's rules tariff shall be inapplicable to all transportation moving pursuant to this Agreement and only this Agreement and applicable federal law shall govern such movements. In the event of any conflict between the terms of the bill of lading and this Agreement, the terms of this Agreement shall govern.
8. Payment for Services. Confiance agrees to pay Carrier for the transportation of commodities under this contract in accordance with effective schedules within thirty (30) days of the receipt by Confiance of Carrier's invoice, and all required paperwork.
9. Loss and Damage. Carrier shall be liable to Confiance for loss or damage to any property transported under this agreement. Such liability shall begin at the time cargo is loaded upon Carrier's equipment at point of origin, and continue until said cargo is unloaded at the designated destination, or to any designated intermediate stop-off point and consignee's signature receipt is obtained. Liability shall be for the full value of the item, which shall be understood to mean the full retail value of the lost or damaged item(s). All claims for loss or damage shall be handled and processed by Carrier in a timely manner in accordance with the Carmack Amendment. Claims shall be paid by Carrier or a lawful declination issued within 30 (thirty) days of receipt of a loss and damage claim. Should shipper charge Confiance a penalty or late fee for non-payment or late payment of a claim, Carrier will indemnify and hold harmless Confiance from such claims, charges, and payments as well.
10. No Double Brokering. Carrier shall transport all loads tendered by or through Confiance exclusively on equipment owned or controlled by Carrier. In the event that Carrier violates this provision, Carrier shall be directly financially responsible to Confiance and Confiance's customer for any losses or liabilities resulting therefrom without regard to legal liability including, without limitation, cargo loss and damage liability.
11. Carrier – Independent Contractor. The relationship of Carrier and Confiance shall at all times be that of an independent contractor, except that Confiance shall be the agent of Carrier for the collection of charges, when the shipper pays Confiance.
12. Effective Date. This agreement is to become effective as of the date first written above and shall remain in effect for a period of one year from such date, and from year-to-year thereafter, subject to the right of either party hereto to terminate this contract at any time upon not less than 30 (thirty) days written notice of one party to the other.
13. Non-Solicitation. Carrier shall not solicit traffic from any shipper, consignee or customer of Confiance where (1) the availability of such traffic first became known to Carrier as a result of Confiance's efforts, or (2) where the traffic of the shipper, consignor, consignee, or customer of Confiance was first tendered to the Carrier by Confiance. If Carrier breaches this Agreement and "Back Solicits" Confiance's customers, and obtains traffic from such a customer, Confiance shall be entitled to and Carrier shall pay, during the term of this Agreement and for a period of fifteen (15) months after termination of this Agreement a commission from Carrier of fifteen percent (15%) of the total revenue received on all such movements of traffic. This provision shall survive the termination of this Agreement.
14. Waiver. The failure of either party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of such violation or breach, or of any future breach, violation, or wrongful conduct.
15. Indemnification. Carrier shall indemnify and hold harmless Confiance from and against any and all Carrier breach or violation of this Agreement and all claims, damages, or liability, arising from Carrier negligence, including counsel fees, costs, and expenses of any legal action arising from or in any way related to this Agreement. In like manner Confiance shall indemnify and hold harmless Carrier from all such Confiance violations of this Agreement or negligence.
16. Arbitration. This Agreement shall be governed by the laws of the State of Texas and by applicable federal law. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provisions shall be fully severable. This Agreement shall be constructed and enforced as if such provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such provisions there shall be added automatically as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provisions as may be legal, valid, and enforceable to effectuate so much as possible the intent of such provision. All disputes and claims arising in connection with this

Agreement shall be finally settled under the Rules of the American Arbitration Association, and such arbitration shall take place exclusively in Dallas, (Dallas County) Texas. In the event of any arbitration to enforce any provision of this contract or a transportation transaction arising hereunder, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorney fees, as the arbitrator shall determine.

17. Integration. This Agreement supersedes all other agreements either oral or written between the parties. This Agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties.
18. Modification. No provision of this Agreement may be changed or modified, nor may this Agreement be discharged in part or in whole, except by an instrument signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced.
19. Captions No Meaning. The captions and paragraph headings used herein are for convenience of reference only and shall have no meaning in the interpretation of this contract.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first referenced above.

Carrier:

Logistics Provider:

Confiance Logistics, LLC

Address: _____

PO Box 601714
Dallas, Texas 75360

By: _____

By: _____

Name: _____

Name: Sha'ru Harper

Title: _____

Title: Director of Operations



Certificate of Membership

This certificate of membership recognizes

Confiance, LLC

~ AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 2018

Issued for the 2018 membership year for

LEADERSHIP in third party logistics industry,

COMMITMENT to customer service, and

DEDICATION to ethics and excellence through
adherence to the TIA Code of Ethics




ROBERT VOLTSMANN
PRESIDENT & CEO


JASON BEARDALL
CHAIRMAN, TIA BOARD OF DIRECTORS

◆ Diamond Broker Program



Confiance Logistics LLC.

Is a participating member of the

TIA Certified Diamond Broker Program

Meeting all performance, credit and bonding requirements of
Truckstop.com and Transportation Intermediaries Association.



Valid through April 2019 – MC 933732