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## **Owner Operator Instructions**

### **MUST READ!!!**

**Once freight is picked up, immediately email the signed BOL to [BOL@AFSLTL.COM](mailto:BOL@AFSLTL.COM) prior to driver leaving the yard.**

**Once freight is delivered IMMEDIATELY email SIGNED POD to [POD@AFSLTL.com](mailto:POD@AFSLTL.com) prior to driver leaving the yard.**

**PLEASE DO NOT EMAIL YOUR AGENT REGARDING ANY ACCOUNTING.**

**ALL INVOICES: IMMEDIATELY EMAIL RATE CONFIRMATION, POD, OWNER OPERATOR PAY INSTRUCTIONS, AND ANY NOA'S TO [ACCOUNTING@AFSLTL.COM](mailto:ACCOUNTING@AFSLTL.COM)**

### **OWNER OPERATOR PROFILE**

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Company Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

OWNER OPERATOR Phone Number: \_\_\_\_\_

OWNER OPERATOR Email: \_\_\_\_\_

OWNER OPERATOR Fax: \_\_\_\_\_

OWNER OPERATOR MC#: \_\_\_\_\_

U.S. DOT #: \_\_\_\_\_

Truck #: \_\_\_\_\_

Trailer #: \_\_\_\_\_

Driver Cell Phone Number: \_\_\_\_\_

## **BROKER/OWNER OPERATOR AGREEMENT**

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WHEREAS, BROKER holds authority from the Department of Transportation as a freight broker under DOT No. 3413796, and, WHEREAS, CARRIER represents that it holds authority from the Department of Transportation as a contract carrier under Certificate No. MC-\_\_\_\_\_ and is duly authorized by appropriate federal, state or provincial agencies of the United States or Canada, or both, to transport freight as a contract motor carrier in interstate, intrastate and/or foreign commerce as required by BROKER; and

WHEREAS, BROKER, as broker, desires to engage the services of CARRIER as a contract carrier to transport certain commodities on behalf of BROKER's customers (hereinafter "Customer" or "Customers") under contract with BROKER, and CARRIER agrees to perform said services: WHEREAS, BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties agree as follows:

1. Term of Agreement:

This agreement shall be for a period of one year from the execution hereof, and shall automatically renew for additional one (1) year periods; provided, however, that this Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the opposing party.

2. Commodity Transportation:

BROKER hereby engages the services of CARRIER as a contract carrier to transport certain commodities on behalf of Customers under contract with BROKER between points and places in the United States and/or Canada. CARRIER agrees to transport such goods without delay pursuant to the terms of this Agreement, and to provide contract services as to scheduled deliveries, assigned equipment and specialized equipment as such services may require. 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, information from BROKER or BROKER's customers(s) with respect

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to any shipment at any time. Driving directions provided by BROKER to CARRIER or its drivers shall be considered for informational purposes only.

### 3. Operating Authority:

CARRIER shall provide copies of CARRIERs operating authority, as issued by the Federal Motor Carrier Safety Administration or any predecessor or successor agency or as required by any other applicable representative government agency of Canada or Mexico, upon execution of this Agreement and any amendment thereto within thirty (30) days of such amendment.

### 4. Scope of Contract:

All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference. Rate confirmations shall be deemed only subject to the terms of this agreement unless agreed otherwise in writing by BROKER.. 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 writing signed by both Parties. All shipments arranged BROKER shall be governed by this Agreement, and the terms and conditions of any bill of lading shall not be deemed to amend or modify this Agreement. CARRIER shall make a best effort to invoice BROKER within fourteen (14) days of a shipment's delivery. BROKER shall pay CARRIER within twenty eight (28) days after BROKER's receipt from CARRIER of: (i) invoice showing BROKER's order number; (ii) bill of lading referencing BROKER's order number; (iii) signed delivery receipt; and, (iv) any other documents requested by BROKER or Customer. CARRIER acknowledges that BROKER is solely responsible for payment of any freight charges due under this Agreement, and CARRIER shall look solely to BROKER for payment relating to services performed. BROKER shall have no responsibility to pay any invoice received more than one hundred eighty (180) days from the date of a shipment's delivery.

### 5. CARRIER's Obligations: a. CARRIER

CARRIER shall be, and at all times relevant to this Agreement shall remain, registered with the Federal Motor Carrier Safety Administration ("FMCSA") and all other regulatory agencies as required by applicable Federal or state law, and shall retain such authority necessary to cover the commodities and geographical scope of all transportation provided under this Agreement. CARRIER warrants that it will comply with all Federal safety regulations and shall remain

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compliant with the same and that it does not have an “Unsatisfactory safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), and will notify BROKER immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”, or any future designation that would impose limits on the CARRIER’s ability to safely perform its duties and obligations under this Agreement.

b. Receipts and Bills of Lading:

Each shipment received by CARRIER shall be evidenced by a receipt or bill of lading acceptable to BROKER and Customer, signed by CARRIER and showing the kind, quantity and condition of the commodities received by CARRIER. The receipt or bill of lading shall be prima facie evidence of receipt of such commodities by CARRIER in good order and condition, unless otherwise noted on the receipt or bill of lading. To the extent any term or condition of the receipt or bill of lading conflicts in any manner with any term or condition of this Agreement, this Agreement shall prevail. All bills of lading and other shipping documents shall name CARRIER as the transporting carrier. Under no circumstances shall CARRIER prepare a freight document that lists BROKER as “CARRIER” or “SHIPPER”. Documents for each of BROKER’s shipments shall name BROKER as “Broker” and CARRIER as “Carrier.” If any bill of lading or shipping document identifies the parties other than as set forth herein, the document shall be deemed amended to reflect parties roles and relationships as set forth herein.

c. Equipment and Drivers:

CARRIER warrants that the equipment provided for carriage of freight under this Agreement shall be clean and free of contamination or infestation and that no equipment shall have ever been used to haul garbage, trash, or hazardous waste. CARRIER further warrants that it shall, at its sole cost and expense, operate its motor equipment in a proper and lawful manner and shall maintain its equipment in good, safe and lawful operating condition at all times. CARRIER shall, at its sole cost and expense, employ in the operation of its vehicles and equipment fully qualified personnel, shall procure and maintain such licenses and

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permits as are required by federal, state, or provincial authorities with respect to the transportation services to be provided, and shall comply with all laws and regulations applicable thereto. CARRIER shall bear the cost and expenses of all fuel, oil, tires, parts, road service, maintenance and repair in connection with the use and operation of its equipment and which may be required to keep the equipment in good repair.

d. Hazardous Materials:

BROKER may tender hazardous materials shipments to CARRIER. If such hazardous material shipment is accepted by CARRIER then CARRIER shall ensure that its employees, including drivers, have been trained and instructed in the proper method of transporting Hazardous Materials. CARRIER shall ensure that any driver dispatched to transport Hazardous Materials has the proper endorsements, insurance coverage and training to transport such loads in accordance with 49 C.F.R. § 172.704 and Part 397. If CARRIER is not appropriately qualified to handle such hazardous materials, it shall so advise BROKER before accepting any such hazardous materials for transportation. CARRIER shall defend, indemnify and hold BROKER and its Customers (“Indemnitee(s)”) harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, clean- up and all other expenses to which BROKER or its Customers may be subjected which arise from the transportation of hazardous materials by CARRIER.

e. CARB Compliance:

In the event that CARRIER moves any freight within the State of California, CARRIER shall comply with all CARB (California Air Board) policies and provisions and shall be responsible for any fines or penalties levied for non- compliance.

Resources

f. Additional Obligations:

CARRIER agrees to comply with any additional provisions that may be required by Customer relating to the transportation of its property, and

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delivery thereof including but not limited to requirements for temperature controlled shipments. Any carrier who cancels prior to pick up or breaches any of the terms and conditions in this agreement and or on our website shall be penalized full revenue of the freight bill. Broker is obligated to report carrier for any wrongful, unethical and/or deceitful acts against the broker. The carrier 411 will only be removed if carrier pays the full penalty fees.

g. Food Safety:

CARRIER warrants and agrees to comply with all applicable state and federal laws and regulations regarding food safety.

#### 6. Subcontractors:

CARRIER shall provide all services specified herein using its own employees and drivers and shall not subcontract with other motor carriers or entities to provide any transportation or other services under this Agreement. CARRIER warrants that it will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other person or entity conduction business under a different operation authority, without prior written consent of BROKER. Such written consent shall be on a load by load basis and cannot be used by CARRIER as blanket authority to subcontract transportation services CARRIER authorizes BROKER to deduct from any CARRIER invoice the freight charges, and any documented cost, expense, fines or penalties incurred by BROKER as a result of said breach. If CARRIER is provided written consent from BROKER to utilize the services of other motor carriers or entities to provide transportation or other services under this Agreement, such subcontractors shall a) have such licenses and permits as are required by local, state, federal, foreign or provincial authorities for the lawful provision of the sub-contracted services, b) shall meet all the requirements imposed on CARRIER by this Agreement, and c) shall have in effect the same insurance that CARRIER is required to have as provided in this Agreement. Further, CARRIER is and at all times shall act and assume the liability of a motor carrier, regardless of whether it holds brokerage authority and shall be solely responsible to pay such subcontractors any and all charges due to them, including without limitation freight charges; salaries; local, state and federal payroll and other withholding taxes, unemployment insurance; old age pensions; workers' compensation; social security and related protections and CARRIER shall defend and indemnify Shipper and BROKER from and against any and all claims made against Shipper and/

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or BROKER by or on account of such subcontractors or any employee(s) or agent(s) thereof. In addition, CARRIER agrees to hold Shipper and BROKER harmless for any compensation due such subcontractors for services performed and CARRIER shall remain responsible to Shipper for the full, proper, lawful and safe performance of this Agreement as though any such subcontracted service had been performed directly by CARRIER. The contract between CARRIER and any subcontractor performing services to Shipper shall contain the terms and conditions of this Agreement.

#### 7. Independent Contractor:

CARRIER shall perform the services hereunder as an independent contractor and shall have exclusive control and direction of the persons engaged in providing transportation services pursuant to this Agreement. CARRIER assumes full responsibility for all wages, insurance, workers' compensation, taxes, including withholding taxes, pensions and benefits of CARRIER's employees during performance of services rendered under this Agreement.

#### 8. Indemnity:

CARRIER shall defend, indemnify and hold BROKER and its Customers ("Indemnitee(s)") harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which BROKER or its Customers may be subjected on account of bodily injury to persons (including injury resulting death) and loss of or damage to any property whatsoever (including cargo), violation of Law, any breach of the terms of this Agreement, or any other claim arising out of or in connection with the transportation of property under this Agreement by CARRIER or the personnel, contractors, subcontractors or any other agent of CARRIER. CARRIER's obligation to defend, indemnify and hold BROKER and its Customers harmless under this provision shall not in any manner be subject to any limitation on the amount or types of damages, compensation or benefits payable by CARRIER or the contractors, subcontractors or other agents of CARRIER under applicable worker's compensation acts, disability benefit acts or other employee benefit acts.

#### 9. Insurance:

CARRIER shall, at its sole cost and expense, at all times during the term of this agreement have and maintain in full force and effect for any and all equipment utilized to provide services pursuant to this agreement and with reliable insurance companies acceptable to BROKER Commercial General Liability, Automobile Liability and Property Damage insurance coverages,

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each with a combined single limit of not less than one million dollars per vehicle per occurrence, Cargo insurance coverage of not less than \$100,000.00 per vehicle per occurrence with no exclusions, reefer breakdown liability coverage in an amount of at least \$25,000.00 per load if CARRIER provides reefer services under this Agreement. and Workers' Compensation Insurance coverage with limits not less than those required by applicable state, federal and/or provincial laws. In no event shall the Carrier's insurance coverages be less than the coverages required by the Department of Transportation and/or applicable state, federal and provincial laws, rules and regulations. BROKER and its Customers shall be named as certificate holders on all policies of insurance referenced herein, and shall receive a certificate so stating directly from the insurer. Such certificate of insurance shall provide that the coverage required herein shall not be cancelled or reduced except by written notice from the insurer to BROKER. In the event such coverage evidenced by any such certificate is cancelled or reduced, CARRIER shall procure and furnish BROKER, before the effective date of such cancellation or reduction, a new certificate confirming to the above requirements. Should CARRIER have knowledge that it's insurance may or has been cancelled, at any time for any reason whatsoever, CARRIER must notify BROKER immediately and CARRIER shall not accept any further shipments. CARRIER's insurance shall be primary and required to respond and pay prior to any other available coverage. Nothing in this agreement shall be construed to avoid CARRIERs liability due to an exclusion or deductible in any insurance policy. The insurance amounts in this Section 9 shall in no way limit the amount of CARRIER's liability.

#### 10. Liability for Loss or Damage:

##### a. Liability:

Subject to the terms of this Agreement, CARRIER shall be liable to BROKER's Customers, as set forth in Title 49 United States Code §14706 (the Carmack Amendment) and applicable common law, for any and all loss of the shipment due to loss of or damage (injury) to cargo transported pursuant to this Agreement, occurring while in the care, custody or control of CARRIER irrespective of where the loss, damage or delay occurs (in interstate, foreign, intrastate, domestic or trans-border commerce originating at a point in and/or destined to a point in the United States, Mexico or Canada). Any attempt by CARRIER to limit its liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt or tariff (whether or not filed, published or

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independently determined), whether purported to be incorporated by reference into this Agreement by an attachment or otherwise shall be deemed null and void. CARRIER shall acknowledge receipt of all claims within thirty (30) days, and shall pay, compromise or disallow all claims within (90) days of receipt. CARRIER's failure to comply with this section

10a. shall be deemed an admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. Any undisputed claims not resolved within ninety (90) days of the date of the claim may be offset by BROKER from the amount otherwise owed CARRIER by BROKER.

b. Over/Short and Damage:

CARRIER shall immediately notify BROKER in the event a load arrives at the consignee with over/short or damage and CARRIER will not leave the consignee until BROKER provides them with further instructions. CARRIER agrees that it shall be liable for any and all charges incurred by BROKER or BROKER's Customer for Carrier's failure to comply with this section or BROKER's provided instructions.

c. Salvage:

In the event goods are damaged, BROKER (in conjunction with Customer) may determine, in its sole discretion, whether the goods may be salvaged and, if salvageable, the value of such salvage. CARRIER shall not sell, otherwise dispose of, or permit the sale, disposal or salvage of any goods without first obtaining the written consent and directions from BROKER.

11. Overcharges and Undercharges:

Except as otherwise expressly provided for herein, all claims for overcharge, undercharge and duplicate payment shall be processed as provided in 49 C.F.R. Part 378. The time limit for submitting of initial claims for alleged undercharges, overcharges or duplicate payments under the terms of this Agreement shall be one hundred and eighty (180) days from the date of receipt of the original invoice containing such disputed charges.

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12. Force Majeure:

Non-performance caused by acts of God, act of government, fire, riots, wars, terrorism, strikes and labor disturbances beyond the control of the affected party shall be excused so long as the hindrance to performance exists. The parties will notify each other immediately upon incurring any Force Majeure condition that prevents performance under this Agreement

13. Notification of Accidents or Delay:

CARRIER will notify BROKER immediately by telephone of any accidents, spills, theft, hijacking or delays that impair the safe and/or timely movement of any freight under CARRIER's control. CARRIER acknowledges that BROKER and/or Customer may utilize alternate forms of transportation to facilitate the timely movement of any delayed shipment. In the event CARRIER fails to complete any delivery undertaken and BROKER and/or Customer is forced to make alternative transportation arrangements due to CARRIER's delay, CARRIER shall be responsible for any and all reasonable and necessary costs, charges, fees and expenses for alternate transportation services in order to remedy said delay. CARRIER authorizes BROKER to deduct from any CARRIER invoice the costs, charges, fees and expenses for alternate transportation services.

14. Assignment:

Neither BROKER nor CARRIER may assign its rights under this Agreement without the non-assigning party's prior written approval. Should an assignment be permitted pursuant to this clause, the assigning party shall remain liable under the terms of this Agreement to the same extent as it would be liable had the Assignment not occurred, and the assigning party shall not be relieved of its responsibilities or obligations hereunder.

15. Non-exclusivity:

Unless otherwise agreed through a written amendment hereto, BROKER and CARRIER agree that this is a non-exclusive Agreement and that BROKER may utilize other transportation service providers to fulfill the transportation needs of BROKER and/or its Customers. In addition, CARRIER shall be free to accept freight from entities other than BROKER.

16. No Lien:

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CARRIER shall have no lien, and CARRIER hereby expressly waives its right to any lien, on any cargo or other property of, or tendered by, BROKER or its Customers. As such, CARRIER shall not withhold, retain or delay delivery of any freight due to a dispute with BROKER or Customer regarding freight charges or amounts allegedly due pursuant to this Agreement. Should CARRIER file for bankruptcy protection or cease to operate, whether voluntarily or involuntarily, CARRIER shall immediately contact BROKER and make arrangements for the transfer of all cargo to BROKER and/or pursuant to the direction of BROKER. CARRIER shall immediately provide all information and authority necessary for the timely transfer of the cargo so as prevent any delay in the delivery of the cargo.

#### 17. Confidentiality:

Each party agrees that any and all information emanating from the other's business, and/or the business of any Customer, in any form, including any compilations or otherwise public information is Confidential and Proprietary Information. Each party agrees that it will not, during the term of this Agreement, or within three (3) years after the termination of this Agreement, permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees, agents or representatives who require such information for the performance of their obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party and/or the Customer, where applicable, or required by law.

#### 18. Maintenance of Records:

CARRIER agrees to maintain its records of transportation performed pursuant to this Agreement, and to preserve this Agreement, for a period of three (3) years following the last shipment transported by CARRIER pursuant to this Agreement.

#### 19. Non-Solicitation:

Except where mutual customers exist, CARRIER hereby agrees that neither it, nor its affiliates, subsidiaries or agents, will knowingly and purposefully approach those customers initially introduced to it by BROKER for the purpose of selling its services directly or accepting freight from the customer without the participation of BROKER. The term "mutual customers" includes any customers with whom CARRIER has had contact, either past or present, who also do business with BROKER. CARRIER agrees that neither it, nor its affiliates, subsidiaries or agents will, while the Agreement is effective and for a period of one (1) year following termination of

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this Agreement, directly solicit traffic from such customer -specific shipping origins and destination point-to-point lane combinations that were first tendered to CARRIER by BROKER (hereinafter “BROKER Traffic”). Any new business, business offered in competitive bidding, business removed from BROKER by customers, and any business of a customer not tendered by BROKER to CARRIER to haul, shall not be subject to this provision. If CARRIER, its affiliates, subsidiaries or agents, at any time while this Agreement is effective or within one (1) year following termination of this Agreement, transports traffic as defined herein, BROKER shall be entitled to a commission of twenty percent (20%) of the linehaul revenue received by CARRIER on such BROKER Traffic.

#### 20. Governing Law:

This Agreement shall be construed and enforced according to the laws of the State of California, without regard to its conflict of laws principles, to the extent said laws are not inconsistent with any applicable federal laws. All controversies and claims arising hereunder shall be arbitrated in the State of California or brought in the appropriate state or federal court having jurisdiction in the State of California. CARRIER specifically consents to the jurisdiction of said courts, and further consents to service by registered mail at its principal office address.

#### 21. Entire Agreement:

This Agreement and any attachments hereto, represent the entire understanding and agreement between the parties and cannot be modified or amended except in writing signed by both parties. All prior discussions, understandings, negotiations and agreements are merged herein.

#### 22. Severability:

If any part or provision of this agreement is determined to be unenforceable, such determination shall not affect the validity of any other provision herein. If any term in this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### 23. Notices:

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Any written notice required pursuant to this Agreement shall be delivered by certified mail, return receipt required restricted delivery to the party to be notified at the address set forth below, or to such other address designated in writing for such purpose.

24. Dispute Resolution:

Any material dispute arising between the parties relative to this Agreement and the Services hereunder shall be submitted to binding arbitration at the demand of either party. Such arbitration shall be conducted under the auspices of the American Arbitration Association, under its rules for commercial arbitration under a single arbitrator. The parties agree to abide by the decision of the arbitrator, and expressly waive any rights they might otherwise possess to bring legal action against one another or otherwise dispute or appeal the decision of arbitration.

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

BROKER: AMERICAN FREIGHT  
SYSTEMS, DBA.

BY: AMERICAN FREIGHT SYSTEMS, DBA.

OWNER OPERATOR

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

PRINT NAME: JACK TOROSSIAN

SIGN: \_\_\_\_\_

TITLE: OWNER

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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## PAYMENT INSTRUCTIONS

Please select one.

OPTION 1 : Net 28

Please READ and FOLLOW all Owner Operator Instructions for invoicing.

Mail Check Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACH :

Please Provide Voided Check to [accounting@afsltl.com](mailto:accounting@afsltl.com)

OPTION 2: Factoring

Factoring Company Name: \_\_\_\_\_

Factoring Company Number: \_\_\_\_\_

Must email NOA to [Carriersupport@afsltl.com](mailto:Carriersupport@afsltl.com)

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