



1500 Rankin Rd.
Houston, TX 77073
Attn: S&C Vendor Carrier Program
Carrier.Relations@CraneFreight.com

DBAN:

DATE:

ATTN.:

ADDRESS:

CITY, STATE, ZIP:

Via:

RE: VENDOR CARRIER SETUP PACKET

Dear _____,

Thank you for expressing an interest in the Crane Cartage, LLC's (Crane) Vendor Carrier Program. It is Crane's policy that all service providers, such as your company; comply with the Crane Vendor Carrier Policy and procedures to include qualification prior to usage. Part of that process is the completion of the Vendor Carrier Setup Packet.

To become an approved service provider, you must first meet our legal, safety, compliance, and liability requirements. Therefore, it is important that you complete the Questionnaire and supply the company with legible copies of those documents listed on page 2.

Please submit the required information and documentation to our Houston office: Crane Cartage, LLC, 1500 Rankin Road, Houston, Texas 77073; Attn.: S&C Department - Vendor Carrier Program. Alternatively, you can submit the packet via electronic mail to carrier.relations@cranefreight.com Crane must receive and approve your company packet prior to you accepting any loads from Crane, otherwise, there may be delays in payment and other issues may arise.

Please be aware that a carrier's approval is based on need and the carrier's demonstrated ability to meet our requirements including a complete Vendor Carrier Packet. Please read the directions carefully and complete each form. An incomplete packet and/or missing documentation will delay processing. Please refer any questions to the Vendor Carrier Department (S&C) at (281) 233-9471 or please feel free to call me at 281-233-9596.

Sincerely,

Elizabeth Prasek

Safety & Compliance Manager

Cc: _____ Crane Terminal

Encl:

**If any changes are required on the Contract,
please contact us to request Word version.**



Below is the list of forms and/or documents that must be completed and sent to CRANE. Please read the list carefully to ensure that you understand what is being requested and to avoid delays. Please use the below list as your guide and checklist. This will ensure that all items are submitted. Also, if an item does not apply please mark the N/A (non-applicable) box. Thank you for your cooperation.

Submitted		Item
<input type="radio"/> Yes <input type="radio"/> No	1.	Vendor Carrier Questionnaire <i>(Required)</i>
<input type="radio"/> Yes <input type="radio"/> No	2.	Certification Regarding Debarment, Suspension, or Ineligibility for Award (Form C – 1 page) <i>(Required)</i>
<input type="radio"/> Yes <input type="radio"/> No	3.	EEO Compliance Certification Status (Form F – 2 pages) <i>(Required)</i>
<input type="radio"/> Yes <input type="radio"/> No	4.	Business Conduct Guidelines Acknowledgement (1 page) <i>(Required)</i>
<input type="radio"/> Yes <input type="radio"/> No	5.	Agent (Vendor) Carrier Agreement for Line Haul Services <i>(Required)</i>
<input type="radio"/> Yes <input type="radio"/> No	6.	W-9 (1 page) <i>(Required)</i> <i>(W-8BEN for non-US Companies)</i>
<input type="radio"/> Yes <input type="radio"/> No	7.	Proof of Insurance - Certificate of Insurance (COI) that list the following types of coverage: <input type="checkbox"/> <u>Automobile Liability</u> - no less than 1 million dollars <input type="checkbox"/> <u>General Liability</u> - no less than 1 million dollars <input type="checkbox"/> <u>Motor Truck Cargo Liability</u> - no less than \$250,000 <input type="checkbox"/> <u>Workers' Compensation</u> - state required; otherwise, Occupational Accident coverage is acceptable. <input type="checkbox"/> <u>Pollution/Environmental Liability Insurance</u> (if applicable) Crane must be listed as certificate holder and additional insured in favor of auto and general liability; loss payee on motor truck cargo; and there must be a waiver of subrogation statement regarding the workers' compensation policy. In addition, all insurance coverage must be bound by insurance carriers that have an A.B. Best rating of B+ or better. NAIC codes must be listed on Certificate of Accord.
<input type="radio"/> Yes <input type="radio"/> No	8.	Copy of any relevant state permits and/or authorities <i>(Required)</i>
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	9.	Copy of Hazardous Materials Certificate of Registration (if applicable)
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	10.	SmartWay Transport Partner verification
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	11.	CTPAT Certification
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	12.	EDI documents
<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	13.	Other relevant document(s), please specify:

Who within Crane has been working at the terminal/local level with your company? Please provide full name and terminal code. *(Required)*

Crane Terminal Contact (please print)	Terminal Code
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1500 Rankin Road
 Attn.: S&C-Vendor Carrier Program
 Houston, TX 77073
 Tel.: 281-233-9471

Vendor Carrier/Agent Questionnaire

- Motor Carrier(VD-MC)
 Broker (non-asset)(VD-BR)
 Broker (asset based)VD-BR2
 Carrier & Broker (VD-MB)
 Other (VD-OT)

Type of carrier (mark the one that applies; only mark one)

MC#	DOT#	Broker# (if applicable)	
Administration Telephone Number	Dispatch Telephone Number	24 Hour Telephone Number	Fax Number
1.			
Primary Operations Contact (Print Name)	24 hr Telephone Number		Email address
2.			
Secondary Operations Contact (Print Name)	24 hr Telephone Number		Email address
3.			
Administrative/Accounting Contact (Print Name)	Telephone Number	Email Address	

Carrier Information:

Question	Response (Print)
1. List SCAC code(s)	
2. Are you a Canadian carrier domiciled in Canada? If yes, provide copy of all applicable authorities.	<input type="radio"/> Yes <input type="radio"/> No
3. Are you CTPAT certified? If yes, provide copy of certificate.	<input type="radio"/> Yes <input type="radio"/> No
4. Are you FAST certified? If yes, provide copy of FAST certificate.	<input type="radio"/> Yes <input type="radio"/> No
5. Are you ACE/E-Manifest Certified? If yes, provide copy of certification.	<input type="radio"/> Yes <input type="radio"/> No
6. Are you a Responsible Care Partner? If yes, provide copy of certification.	<input type="radio"/> Yes <input type="radio"/> No
For questions 7 - 10, the response is either yes or no if you are a motor carrier. All other vendors can proceed to question 11. (Motor carriers to find your CSA scores go to http://csa.fmcsa.dot.gov web site with your security PIN, issued by the DOT, and obtain your scores from this web site and enter those scores on this page.)	
7. What is your current Hazardous Materials BASIC score/percentage?	0.00% %
8. Do you currently have an alert associated with the Hazardous Materials BASIC?	<input type="radio"/> Yes <input type="radio"/> No
9. What is your current Crash Indicator BASIC score?	0.00% %
10. Do you currently have an alert associated with the Crash Indicator BASIC score?	<input type="radio"/> Yes <input type="radio"/> No
If your company has a <u>conditional or unsatisfactory safety rating</u> and/or if there are <u>any scores that are above the CSA threshold</u> please provide a detailed letter explaining the reason for the safety rating and/or your company's plan to improve the rating and reduce the score(s) in question.	
11. Do you have 24-hour dispatch?	<input type="radio"/> Yes <input type="radio"/> No



1500 Rankin Road, Ste. 400
 Attn.: S&C-Vendor Carrier Program
 Houston, TX 77073
 Tel.: 281-233-9471

Question		Response (Print)
12.	Can you provide team service if requested?	<input type="radio"/> Yes <input type="radio"/> No
13.	Do you have satellite tracking for tractors and trailers?	<input type="radio"/> Yes <input type="radio"/> No
14.	Do you have web-tracking capabilities?	<input type="radio"/> Yes <input type="radio"/> No

Driver & Equipment Information, all fields must have a response, if zero write 0:

Number of Drivers: _____ Non-CDL: _____ CDL: _____

Number of contract drivers: _____ Number of employee drivers: _____

Number of hazmat drivers: _____

Number of vehicles: Pickup Trucks: _____ Vans: _____
 Straight Trucks: _____ Tractors: _____

Number of Trailers: 48: _____ 52: _____
 Dry: _____ Roller: _____
 Reefer: _____

Do you use third party vendors to assist you? Yes No Number of carriers? _____

List all Intrastate (INTRA) or Interstate (INTER) authority or an oversize/overweight (OVER) permit:

CANADIAN FILINGS: Please list any carrier permits and/or authorities to travels into and/or out of Canada:

If any changes are required on the Contract, please contact us to request Word version



Terminal: _____ Today's Date: _____ Vendor Name: _____

Physical Address	FIN/EIN
City, State, Zip code	Telephone No.

I certify, to the best of my knowledge and belief, that and/or any of its principals (mark the respective boxes below):

Read each statement and place a check mark on the statement (box) that applies to you and/or your company.

1	<input type="radio"/> Are presently debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in a procurement or nonprocurement activity by any Federal agency. If excluded under what exclusion type? <input type="radio"/> Nonprocurement List <input type="radio"/> Reciprocal List <input type="radio"/> Procurement List <input type="radio"/> Are not presently debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in a procurement or nonprocurement activity by any Federal agency; and
2	<input type="radio"/> Have , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and <input type="radio"/> Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
3	<input type="radio"/> Are presently under indictment for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. <input type="radio"/> Are not presently under indictment for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

My signature below is certification that _____ will immediately notify CCFS if _____ becomes debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

Print Co. Rep. Name _____ Title _____

Co. Rep.'s Signature _____



Crane Cartage Freight Services Inc. ("CRANE") does business with the Federal Government and/or with companies that do business with the federal government. As a result, CRANE must collect certain information from the service providers we do business with as it relates to the size of company, type of EEO business, gender, and race. The below information describes the type of businesses that CRANE works with, and we need each company to read each section and select the one response that best describes their company. This is especially important to your company if your average gross income per year, for the last three (3) years, was less than \$21.5M. Be aware, that if you meet the previously mentioned criteria, your company could be deemed a small business and you may be able to file for this status.

Please read the below EEO business type descriptions and mark the ones that applies to your company:

- | Code | Description |
|---------------------------|--|
| <input type="radio"/> LGB | Large Business: We are a large business making more than \$21.5M average per year. |
| <input type="radio"/> SBC | Small Business Concern: Is a business that makes less than \$21.5M per year, over a three-year average. |
| <input type="radio"/> SDB | Small Disadvantaged Business: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a " preponderance of the evidence " that they are disadvantaged. All individuals must have a net worth of less than \$750,000, excluding the equity of the business and primary residence. |

Small businesses wanting to take advantage of the SDB Program must be certified by the SBA. You can obtain more information about the SDB Program by contacting any [SBA district office](#) , or reviewing the SDB home page, <http://www.sba.gov/sdb> or taking the online training course on SBA certifications <http://www.sba.gov/training/certprograms.html> . For more information or questions, call (202) 619-1850.

Additionally, you must be registered with the Government's Central Contractor Registration, which also registers you as a small business if you meet requirements. Please register at www.ccr.gov

- HUB **Hub Zone Small Business:** The HUB Zone Empowerment Contracting Program stimulates economic development and creates jobs in urban and rural communities by providing Federal contracting preferences to small businesses. These preferences go to small businesses that obtain HUB Zone (Historically Underutilized Business Zone) certification in part by employing staff who live in a HUB Zone. The company must also maintain a "principal office" in one of these specially designated areas. [A principal office can be different from a company headquarters, as explained in our section dedicated to Frequently Asked Questions.] The program resulted from provisions contained in the Small Business Reauthorization Act of 1997.

- It must be a small business by SBA size standards;
- Its principal office must be located within a HUB Zone, which includes lands on federally recognized Indian reservations;
- It must be owned and controlled by one or more U.S. citizens (N.B.-this means any level of ownership in an applicant small business by another company would result in a decline). Approved ownership can also be by a Community Development Corporation or Indian tribe; and
- At least 35% of its employees must reside in a HUB Zone.

To register or find more information, please go to <http://www.sba.gov/hubzone> on the internet.



Code Description
Additionally, you must be registered with the Government's Central Contractor Registration, which also registers you as a small business if you meet requirements. Please register at www.ccr.gov.

WSB Women Owned Small Business: Small Business, at least 51% owned by ≥ 1 woman, AND management & daily business operations controlled by ≥ 1 woman.

VSB Veteran Owned Small Business: The term "veteran" means a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.

DSB Disabled Owned Veteran Small Business: A Service-Disabled Veteran is a person who served in the active military, naval, air service, and who was discharged or released under conditions other than dishonorable, and whose disability was incurred or aggravated in line of duty in the active military, naval, or air service.

To be considered a Service-Disabled Veteran, the veteran must have an adjudication letter from the Veterans Administration (VA), a Department of Defense Form 214, Certificate of Release or Discharge from Active Duty, or a Statement of Service from the National Archives and Records Administration, stating that the veteran has a service-connected disability.

Please ensure you have selected all that apply as you can be identified in one or more categories if your company meets the criteria shown.

What is your current status with CRANE? Mark the one that applies.

I wish to be a CRANE Vendor/Service Provider: VD-MC VD-BR VD-BR2 VD-MB VD-OT

I am currently a CRANE Service Provider & I am updating my file Provide ACCT/Vendor#: _____

Signature required below. Upon execution and return of Form F1, the undersigned agrees that the EEO Compliance Certification Status above is incorporated by reference in all purchases and service contracts with CRANE and its subsidiaries.

Print Company Representative's Name DBAN (Print) or write N/A

Company Representative's Signature Today's Date

- 1.0 **Scope.** This policy establishes the general business conduct guidelines for each Crane Freight Services ("CRANE") Vendor/Supplier (Service Provider) and its employees. The Service Provider and its employees will perform services for CRANE and act in such a manner to maintain CRANE reputation for integrity and good corporate citizenship and abide by basic principles of safety, security, ethical and lawful business conduct. The business conduct guidelines set out herein (the "Business Conduct Guidelines") outline the standards expected of the Service Providers and its employees in their dealings with the public and with customers, clients, vendors, volunteers, and employees of CRANE.
- 2.0 **Policy.** The following is the policy of CRANE:
 - a) The Service Provider hereby agrees to the Business Conduct Guidelines as a condition of conducting business with CRANE.
 - b) Failure to adhere to the Business Conduct Guidelines shall result in denial or termination of any business relationship with CRANE and/or legal action.
- 3.0 **Adherence to the Law.** The Service Provider and its employees must comply with all the laws applicable to CRANE and all the laws applicable to the services performed by the Service Provider. If in doubt as to the legality of a particular course of action, the Service Provider and its employees shall discuss the proposed activity with the relevant manager at CRANE. The manager shall consult with CRANE Corporate the Safety & Compliance Department.
- 4.0 **Respect and Dignity in the Workplace.** The Service Provider and its employees shall treat all CRANE employees, vendors, business associates, volunteers, and customers of CRANE and the public with respect and dignity. The Service Provider and its employees shall not engage in harassment and/or discriminatory acts or practices. CRANE has the right to request a Service Provider and/or its employee(s) be removed from a CRANE project or account if the conduct of the Service Provider and/or its employee(s) requires, and the Service Provider will fulfill the request immediately after receiving verbal notification from CRANE, followed by written notice within 24 hours.
- 5.0 **Health and Safety.** The Service Provider and its employees shall perform the services for CRANE in a safe and compliant manner as required by law.
- 6.0 **Alcohol and Drugs.** The Service Provider and its employees shall not possess, consume, distribute, sell, and/or traffic alcoholic beverages, illegal drugs and/or restricted substances while performing the relevant services for CRANE.
- 7.0 **Environment.** The Service Provider and its employees shall obey all environmental laws applicable in the jurisdictions in which CRANE operates while performing the relevant services for CRANE.

- 8.0 **Professional Image.** The Service Provider and its employees shall consistently present a professional image in attire, personal demeanor, communications, and actions in all contacts with CRANE customers and the public at large.
- 9.0 **Appropriation of Company Assets.** The Service Provider and its employees must not borrow or make use of CRANE name, property, goodwill, finds, data or other assets for their personal gain or benefit, or for the benefit of others, except as part of a CRANE-authorized compensation or other programs. Upon termination of the CRANE Agreement, the Service Provider and its employees must relinquish and/or return all of CRANE records and equipment. CRANE assets owned by CRANE are intended to be used solely for CRANE business.
- 10.0 **Conflict of Interest.** The Service Provider and its employees must avoid activities or situations that involve real or perceived conflicts of interest with CRANE and/or openly declare that a conflict of interest exists.
- 11.0 **Confidentiality.** The Vender/Supplier and its employees shall maintain the confidentiality of all confidential information belonging to CRANE.
- 12.0 **Gifts, Bribes, Kickbacks, and Other Inducements.** The Service Provider is hereby advised of and bound to honor the following CRANE policy on giving and receiving gifts, bribes, kickbacks, and other inducements:
- a) The Service Provider will not give or encourage anyone else to give gifts, bribes, kickbacks, or inducements of any kind to any (i) government employee, (ii) Service Provider or (iii) higher tier contractor under government or nongovernment contracts or subcontracts, in order to gain any business advantage or contract.
 - b) Service Provider shall neither give to nor accept from CRANE personnel gifts or anything of value, including an item, service, hospitality, use of a vacation home, lavish entertainment, etc. Exceptions to this general gift policy may be made for infrequent gifts of nominal value (US \$20 or less per item, aggregate value up to US \$50 per year), as long as the gift was not given or received with corrupt intent, in accordance with Section 10.0 of this policy, and could not be perceived as such. In no event should a gift be given to or accepted from CRANE personnel during, or in connection with, contract negotiations. Any gifts offered or accepted should be immediately reported to CRANE management.
- The nominal value amount referred to in the previous paragraph is applicable in Africa, Argentina, India, Indonesia, Philippines, and America. Please consult with CRANE Corporate Safety & Compliance Department for the nominal value amount for other locations.
- 13.0 **Report Violations of Business Conduct Guidelines.** The Service Provider should report any violation or suspected violation of the Business Conduct Guideline to Committee on



Corporate Conduct, (281) 404-3782 or by facsimile to Committee on Corporate Conduct (888) 822-7044.

- 14.0 **Adherence to CRANE Business Conduct Guidelines.** The Service Provider agrees to abide by CRANE Business Conduct Guidelines.
- 15.0 **Report Violations of Code of Conduct.** The Service Provider should report any violation or suspected violation of the CRANE Business Conduct Guidelines by contacting the toll-free compliance line (877) 860-5011. If calling from outside the U.S., first dial the applicable local county access code. A representative is available to report problems or ask questions about, the Code of Conduct. The compliance line is staffed 24 hours a day, seven days a week. Calls may be made anonymously.

The Service Provider may also report any violation or suspected violation of the Code of Conduct by mail to Committee on Corporate Conduct, 1500 Rankin Road, Houston, TX 77073; Attn.: Safety & Compliance, or by facsimile to Committee on Corporate Conduct (888) 822-7044.

Acknowledgement

My signature below is certification that I have read and understand the CRANE Business Conduct Guidelines. I further certify that I will comply with the provisions set forth. I also further acknowledge that I and/or my employees or agents can be removed, inactivated, and/or have my business contract terminated for violation of this policy.

Print Vendor's Name	Today's Date	Terminal Code
Vendor's Signature		

Agent (Vendor) Carrier Agreement for Line Haul Services

This AGENT (Vendor) CARRIER AGREEMENT FOR LINE HAUL SERVICES (this "AGREEMENT") is made and entered into on _____, 20__, by and between CRANE CARTAGE FREIGHT SERVICES ("BROKER") and _____ ("CARRIER").

1. **TERM.** The Term of this AGREEMENT shall be for a period of one (1) year; provided that either party may terminate this AGREEMENT at any time by giving at least thirty (30) days written notice to termination to the other party. The AGREEMENT shall automatically renew for an additional one-year terms until terminated in accordance with this provision.
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 agrees to provide BROKER with copies of all required and necessary permits granting it authority to act as a contract carrier. CARRIER hereby waives all rights and remedies under Title 49 USC, Subtitle IV, Part B to the extent they conflict with this Agreement. CARRIER further represents, warrants, and agrees to comply with all federal, state, and local laws within the United States, Mexico, and Canada regarding the provisions of the transportation services contemplated under this AGREEMENT. CARRIER shall at all times during the term of this Agreement maintain CSA (Compliance, Safety, Accountability) scores below the threshold for intervention, and FMCSA safety ratings of "Satisfactory". CARRIER will immediately notify BROKER in writing if the requirements of the foregoing sentence are breached. BROKER may terminate this Agreement upon written notice to CARRIER in the event of such a breach.

BY INITIALING BELOW, CARRIER AGREES THAT IN THE EVENT THAT CARRIER IS REQUESTED BY THE BROKER TO TRANSPORT ANY SHIPMENT REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION TO BE PLACARDED AS A HAZARDOUS MATERIAL, THE ADDITIONAL PROVISIONS INCLUDED IN APPENDIX A SHALL APPLY FOR EACH SUCH SHIPMENT.

(CARRIER's Initials) _____

3. **PERFORMANCE OF SERVICES.** CARRIER's service under this AGREEMENT is specifically designed to meet the distinct needs of BROKER and its customers 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 communicated, via phone, e-mail or fax, to BROKER by CARRIER promptly, but in no event more than one hour after such occurrence becomes known to CARRIER. This AGREEMENT does not grant CARRIER an exclusive right to perform the transportation-related

services for BROKER or its customers, nor does BROKER commit to any volume of shipments. CARRIER agrees to comply with BROKER'S policies and procedures relating to permits, authorities, insurance, etc., including the requirement of submitting to BROKER all updates thereto and renewals thereof prior to expiration.

4. **QUALITY STANDARDS.** CARRIER agrees that it shall render services and perform its obligations under this AGREEMENT in a courteous, professional and business-like manner. CARRIER shall report any information regarding customer dissatisfaction to BROKER in writing within twenty-four (24) hours of notification or complaint by the customer. CARRIER further agrees to complete BROKER's Agent/Vendor packet and to ensure that all necessary documents submitted to BROKER are current and remain current while AGREEMENT is in force. CARRIER further represents that it will comply with BROKER'S Business Code of Conduct, as the same may change from time to time.
5. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Any entry on the Bill of lading naming BROKER as shipper is for convenience only, and does not change BROKER's status as a 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 its customer, and CARRIER shall cause such receipt to be signed by the consignee. CARRIER will provide to BROKER a copy of the signed Bill of Lading or delivery receipt, upon request. 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 shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
6. **CARRIER'S OPERATION.** 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, legally licensed personnel. CARRIER shall have full control of such personnel shall perform the services hereunder as an independent contractor. CARRIER 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 performance hereunder.
7. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and its 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 and/or it's employees or independent contractors working for CARRIER, including but not limited to, claims for or related to personal injury (including death), property damage and/or 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 any portion of such claim attributable to the negligence of BROKER or its customer. In addition, CARRIER shall defend, indemnify and hold BROKER and its customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney fees, related to any claim made by CARRIER or its employees or independent contractors against BROKER or its customers seeking to recover damages, including personal injury or death, or employment related benefits, including but not limited to, workers' compensation or unemployment compensation, with respect to the transportation services provided under this AGREEMENT. CARRIER's indemnification obligations shall survive the termination of this AGREEMENT.

8. **INSURANCE.** CARRIER shall produce and maintain, at its sole cost and expense, the following insurance coverage during the term of this AGREEMENT:
 - 8.1. **Comprehensive General Liability** insurance with a minimum combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) for each occurrence. Such insurance policy shall include coverage for bodily injury, property damage, premises/operations, products/completed operations, contractual, independent contractors, road damage, property damages, and personal injury. Such policy or policies shall include cross liability (severability of interest).
 - 8.2. **Commercial Automobile Liability** insurance with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) for each occurrence with respect to all vehicles owned, non-owned, hired or assigned to transport shipments on behalf of BROKER. Such insurance policy shall include coverage for any and all liabilities for personal injury (including death) and property damage arising out of the ownership, maintenance, use or operation, including loading and unloading of the equipment operated by CARRIER under this AGREEMENT.
 - 8.3. **Statutory Workers' Compensation Insurance and Employee Liability** coverage in such amounts and in such form as required by applicable state law.
 - 8.4. All Risk Broad Form **Motor Truck Cargo Legal Liability** Insurance in the amount not less TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) per occurrence for Truckload shipments. Such insurance policy shall name BROKER as loss payee and provide coverage to BROKER, its customer or the owner and/or consignee for any loss, damage or delay related to any properly coming into the possession of preclude coverage relating to cargo claims. Notwithstanding the minimum insurance limits required in this Subparagraph 8(d), CARRIER shall remain liable for the full actual value of any loss or damage claim without limitation.

- 8.5. In the event CARRIER transports international bonded goods on BROKER's behalf, CARRIER shall provide and maintain a **Customs Bond** in the amount not less than FIFTY THOUSAND DOLLARS (\$50,000). Before accepting any such bonded shipment, CARRIER warrants that it is duly and legally qualified to transport bonded goods across the Mexican and US borders. CARRIER shall adhere to the custom bond requirements set forth in Title 19 of the Code of Federal Regulations. CARRIER shall be responsible for all fines and penalties associated with the use of the customs bond and shall indemnify, defend and hold BROKER, its subsidiaries, agents, directors, officers, employees, and affiliates harmless from and against any loss, liability or fine arising from the improper usage of the customs bond by the CARRIER, its agents, or employees.
- 8.6. **BY INITIALING BELOW, CARRIER CERTIFIES THAT IT DOES NOT INTEND TO HANDLE BONDED GOODS UNDER THIS AGREEMENT ON BROKER'S BEHALF AND, AS SUCH, IS NOT REQUIRED TO MAINTAIN THE CUSTOM BOND REQUIRED BY THIS PARAGRAPH 8(e).**

(CARRIER's Initials) _____

- 8.7. CARRIER shall furnish to BROKER written certificates of insurance as described herein from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice or cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies. CARRIER agrees and shall cause its insurer to agree that CARRIER's insurance policies will be primary to any insurance carried by BROKER without right of contribution from BROKER or its insurance policies. CARRIER further agrees and shall cause its insurer to agree to waive their rights of subrogation against BROKER. All amounts of claims, losses, or damages resulting from deductible clauses or self-insured retention shall be the sole responsibility of CARRIER. CARRIER further agrees that all coverages must be issued by an insurance company qualified to write such coverage in the state(s) where the CARRIER is operating and rated B+ or better, Class VIII or better by A.M. Best Co.
- 8.8. BROKER shall be named as an additional insured on the CGL and AL policies, as a loss payee on the Motor Truck Cargo Liability policy, and as an alternative employer on the Workers' Compensation and Employers' Liability policies. All policies subject to this AGREEMENT shall waive any rights of subrogation and include an endorsement that such coverage shall be primary and non-contributory to any other insurance obtained by BROKER or its Customers.

9. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of each shipment from the time it is first tendered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 5. CARRIER assumes the liability of a common carrier as provided in 49 USC 14706 for loss, delay, damage to or destruction of any and all of the Shipper's goods or property while under CARRIER's care, custody, or control. Within twenty-four (24) hours of any loss, delay, damage or destruction of any shipment, in whole or in part, CARRIER shall provide detailed written notice to BROKER of same. CARRIER shall pay to BROKER or allow BROKER to deduct from the amount BROKER owes CARRIER, the full actual loss for the kind and quantity of commodities so lost, delayed, damaged, or destroyed. In the event of any such deduction, BROKER shall provide CARRIER with written notice and supporting documentation of same. CARRIER shall be liable to BROKER for all economic loss, including consequential damages, which are incurred by BROKER or its customer for any freight loss, damage or delay. CARRIER understands and agrees that no liability limitations, or declared value shall apply with respect to any shipment transported by CARRIER under this AGREEMENT. CARRIER agrees that the provisions of 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property transported hereunder, and the processing of salvage.
10. **PAYMENTS.** In consideration of the transportation services performed hereunder by CARRIER, CARRIER will charge to BROKER, and BROKER will pay, the applicable rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this AGREEMENT. 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. Payment by BROKER will be made within thirty (30) days of services rendered by CARRIER pursuant to this AGREEMENT provided that (1) CARRIER reports all Proofs of Delivery ("POD") to BROKER via telephone at _____ within one hour of delivery to Consignee; (2) CARRIER is in full compliance with BROKER's applicable policies and procedures and this AGREEMENT; and (3) CARRIER provides BROKER with (a) all delivery receipts (b) one signed copy of the Shipper's bill of lading, including originals (top copies) of any government bills of lading and continuation sheets, where applicable (c) any documentation related to the shipment(s) that are necessary for BROKER to properly submit an invoice for freight charges to BROKER's customer, consignee, or other party responsible for such payments. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed-upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to its customer for the transportation services provided herein and as such, CARRIER agrees that it will not, under any circumstances, seek payment therefor from, or make any collection efforts against, BROKER's customer, the shipper, receiver, consignor, or consignee. CARRIER further agrees that BROKER has the discretionary right to offset

any payment owed to CARRIER hereunder for liability incurred by CARRIER under this AGREEMENT.

11. **TERMINATION IN TRANSIT.** If, for any reason, this AGREEMENT is terminated while the shipment is in transit, CARRIER agrees that it shall complete the transportation services in accordance with this AGREEMENT, and BROKER hereby agrees that it shall compensate CARRIER for completion of such services in accordance with this AGREEMENT. Should CARRIER refuse to complete the transportation services as provided herein, CARRIER expressly agrees that BROKER shall have the right to take control of the shipment and provide or complete such service and CARRIER shall forfeit any right which it may otherwise have under this AGREEMENT to payment from BROKER in connection with the subject shipment. CARRIER hereby waives any recourse against BROKER for such action and agrees to reimburse BROKER for any costs and expenses arising out of completion of the transportation service and to pay BROKER any damages for which BROKER may be liable to its customer, consignee, or other third party arising out of the failure of CARRIER to complete transportation service. Such amount shall be deducted to the maximum extent possible from any payment otherwise due CARRIER under this AGREEMENT, if such amount has not been repaid earlier by CARRIER. Further, such failure by CARRIER to complete transportation service shall constitute a breach of this AGREEMENT.

12. **NON-SOLICITATION AND CONFIDENTIALITY.** Neither party may disclose the terms of this AGREEMENT to a third party without the prior 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 agrees that, during the term of this AGREEMENT and during the twelve (12) month period after expiration or termination of this AGREEMENT, it will not offer to provide freight transportation services to, or solicit business as a carrier from, any shipper, consignor, consignee or customer of BROKER (X) where the availability of freight for carriage from such shipper, consignor, consignee or customer of BROKER first became known to CARRIER from BROKER or as a result of BROKER's efforts, or (Y) for which CARRIER previously provided transportation services under this AGREEMENT, or with respect to which CARRIER was previously solicited by BROKER to provide transportation services. If CARRIER breaches the restriction set forth in the previous sentence and provides transportation services to any such shipper, consignor, consignee or customer of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months after CARRIER commences the provision of transportation services for such shipper, consignor, consignee or customer of BROKER, commissions in the amount of thirty-five percent (35%) of the gross transportation charges billed by or on behalf of CARRIER in connection with such transportation, and CARRIER shall promptly provide BROKER with all documentation requested by BROKER to verify such amounts.

13. **SUB-CONTRACT PROHIBITED.** CARRIER specifically agrees that all freight transported pursuant to this AGREEMENT 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, approval, and knowledge of BROKER. In the event CARRIER breaches this provision and subcontracts or brokers a shipment hereunder to another person or entity, CARRIER agrees and acknowledges that it will remain primarily liable for any loss, damage or expense incurred during the transportation, to include warehousing, of any shipment by such third party and/or its subcontractors. In addition, any breach of this Section 13 will result in the forfeiture of any compensation otherwise payable to CARRIER by BROKER for each shipment handled by CARRIER in violation hereof.
14. **NOTICES.** Any notice or communication between the parties required by this AGREEMENT shall be addressed to the parties at their respective addresses set forth below (or such other address designated by a party in writing). All notices and other communications to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if: (i) delivered personally; (ii) mailed by certified mail return receipt requested; or (iii) sent by commercial overnight courier and confirmed by proof of delivery.
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. **ENTIRE AGREEMENT; COUNTERPARTS.** This AGREEMENT and any exhibits, appendices or attachments hereto constitute the entire agreement between the parties hereto with respect to the matters set forth herein. Any change, addition, deletion or other modification to the AGREEMENT shall be null and void unless in writing and signed by both parties hereto. This AGREEMENT may be signed in multiple counterparts, each of which will be considered an original and all of which together will constitute a whole. Signatures transmitted by facsimile shall have the same effect as original signatures.
17. **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 severed and that the remaining provisions of this AGREEMENT shall continue in full force and effect.
18. **GOVERNING LAW; ATTORNEY'S FEES.** This AGREEMENT and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws provisions, and in the event of a dispute arising under this AGREEMENT, the parties hereby submit to exclusive jurisdiction in the federal or state courts located in Harris County, Texas, and agree

that venue is proper and convenient in such forum. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this AGREEMENT or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs.

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"

Crane CARTAGE, LLC

Company Name

Signature

Printed Name

Address:

City, State, Zip:

Phone No.:

Fax No.:

"CARRIER"

Company Name

Signature

Printed Name

Address:

City, State, Zip:

Phone No.:

Fax No.:

FID No.:

APPENDIX A

HAZARDOUS MATERIAL REQUIREMENTS:

1. CARRIER represents and warrants that it has obtained all necessary federal permits and registration to transport hazardous materials in interprovincial, interstate commerce. Prior to transport of any shipment containing hazardous materials, CARRIER shall provide BROKER with a copy of all such federal and state permits and registration. Additionally, CARRIER agrees to notify BROKER immediately upon any revocation or suspension of CARRIER's state or federal hazardous material permits or registration status having to do with the suspension or revocation of Carrier's "Satisfactory" Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this AGREEMENT.

2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state, and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 397

3. CARRIER represents and warrants that it is in compliance with the requirements of form MCS-90. Prior to transport of any shipment containing hazardous materials, CARRIER shall provide BROKER with a completed and executed copy of form MCS-90.

4. CARRIER shall procure and maintain at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company-insuring CARRIER in an amount not less than ONE MILLION DOLLARS (1,000,000) per occurrence or such higher amounts as may be required by the U.S. Department of Transportation. Such insurance policy shall include "Crane Worldwide Logistics LLC and its subsidiary companies" as additional insured with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, or the equipment operated by CARRIER under this AGREEMENT.

Initials: _____