STRETCH
TRANSPORTS, LLC

CARRIER PACKET

STRETCHTRANSPORTS.COM

Company Information

Company Information
Federal ID #: 46-3865589
MC #: 844036
Dun & Bradstreet #: 04-100-9337

Banking Information
Chase Bank
13151 S Parker Rd
Parker, CO 80134

Insurance Carrier
The Buckner Company
1777 S. Harrison St #700
Denver, CO 80210
303-753-8414

Brokers Trust
Pacific Financial Association Inc
12707 High Bluff Dr. Ste. 200
San Diego, CA 92130
800-595-2615

Carrier References

Straitline Transportation LLC
Contact: Josh Russell
309-801-3300

Lamb Enterprises Inc
Kenny Lamb
lambautotransports@msn.com
303-781-0315

M & M Trucking
Contact: Mark Graeve
markgraeve@rocketmail.com
941-916-5113

Carrier Profile Form

Carrier Name:		
Physical Address:		
Mailing Address:		
City:	State:	Zip:
Contact name:		Title:
Phone #	Toll Free:	Fax:
Email:		
EIN#	MC#	DOT#

Insurance Information	
Agents Name:	Phone Number:
	Fax Number:

	Trailer	**Quantity**
Equipment	Reefer	
	Flatbed	
	Van	
	Stepdeck	
	Other	

Fleet Size	
Number of power units	
Number of trailers	
FACTORED? ☐ YES ☐ NO	
If YES please submit factoring documents.	

Please complete this file, save it to your computer, and return the Carrier Profile along with the specified documents by replying to the email you received.

- Current Insurance certificate showing Stretch Transports LLC as the certificate holder

  Stretch Transports, LLC P.O. Box 4773 Parker, CO 80134
- Copy of the carrier's MC# authority
- Completed W-9
- Signed Stretch Transports LLC – Broker/Carrier Agreement
- Notice of Assignment from factoring company if applicable

Return to:

Jonna: jpemberton@stretchtransports.com fax: 1-720-302-1022
Matt: mfriend@stretchtransports.com fax: 1-314-667-3515
Jaime: jduessler@stretchtransports.com fax: 1-720-302-1022
Jeremy: jeremy@rmheavyhaul.com fax: 888-422-0699

STRETCH
TRANSPORTS, LLC

All Pay Terms are calculated from the day Stretch Transports **RECEIVES** your paperwork.

- Stretch Transports pays within thirty days of receiving an invoice and signed BOL showing clean delivery and no fees attached. If original documents are required, please send them with your invoice. If they are not required, you can email or fax a copy of the documents with your invoice.
- All necessary paperwork must be submitted for payment:
    - Invoice with your company name and address
    - Factoring Company Information if applicable
    - Original BOL/ POD signed and dated by receiver
    - Stretch Transports rate confirmation
    - Any unloading receipts that have been agreed to be paid by Stretch Transports

Preferred method of invoice submissions is email:

Billing@stretchtransports.com

Or mail / fax to the following:

Stretch Transports
P.O. Box 4773
Parker, CO 80134

Fax: (720) 302-1022

P.O. Box 4773
Parker, Colorado 80134
Phone: (720) 548-0391
Fax: (720) 302-1022

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BROKER – CARRIER AGREEMENT

AGREEMENT made between,

Stretch Transports, LLC, hereinafter called "Broker," and _____, hereinafter called "Carrier."

EFFECTIVE, upon date of full execution below.

WHEREAS, Broker is a duly authorized registered property transportation broker (MC# 844036) that, for compensation, arranges or offers to arrange, for the transportation of property by a motor carrier; and

WHEREAS, Carrier is a duly authorized licensed motor carrier (MC#_____), that desires to provide independent contractor services to Broker as an provided herein; and

WHEREAS, Broker and Carrier have attached hereto their Federal Motor Carrier Safety Administration licenses, as representation and proof of their authority to engage in operations as a Broker and Carrier.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties agree as follows ("Agreement"):

1. Services

Broker shall provide the following services to Carrier:

1. Arrange for freight transportation business by Carrier for the mutual benefit of the Carrier and Broker; and
2. Inform Carrier of a place of origin and destination of all shipments; and
3. Conduct all billing services to shippers; and
4. Pay Carrier for its services as provided herein.

Broker does not transport the property and does not assume responsibility for the property/shipment/cargo.

Initials: _____ _____
Broker Carrier

Carrier shall, and warrants and covenants to, comply with the following requirements and provide the following services to Broker:

1. Furnish duly qualified persons and necessary equipment for the provision of transport of shipments, with reasonable dispatch, procured by Broker for Carrier during the term of this Agreement; and

2. Carrier Moving Perishables. Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.; and

3. Carrier covenants and warrants that Carrier driver(s) used in performance of shipments procured by Broker will be at least twenty-three (23) years of age and have a minimum of two (2) years' experience driving similar equipment as used for the proposed shipment; and

4. Comply with all local, state, federal, and international laws related to the transport of shipments, (including Hazardous Materials as defined in 49 C.F.R. 173, *et. seq*.), including but not limited to, rules promulgated by the Federal Motor Carrier Safety Administration ("FMCSA"), the Federal Highway Administration, and any other agencies within the United States Department of Transportation, and California and other state and federal emissions standards; and

5. Carrier shall maintain in full force and effect for the duration of this Agreement adequate insurance relative to the risks involved, at Carrier's expense, and no less than the *minimum* amounts stated below, as follows:

a. Motor Truck Cargo Insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US$100,000 per shipment, a deductible no greater than US$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee. Such insurance shall be without exclusion while in the custody and control of Carrier, on an all-risk form, and covering all commodities without exclusion. The coverage must include coverage while in storage or at a storage facility en route to the consignee. The policy and cargo form must not have an exclusion for unattended or unlocked vehicles, wetness, dampness, or corrosion. Such policy and refrigerated load cargo forms must cover refrigeration breakdown and Carriers must have refrigeration units on a regular service contract. Carrier's Insurer shall provide a waiver of subrogation in favor of Broker;

b. Commercial Automobile Liability Insurance in coverage amounts of not less than 1 million dollars ($1,000,000 USD) per occurrence, or equal to governmental requirements (including FMCSA or any other federal or state agency), *whichever required minimum coverage amount is greate*r, and with no aggregate limits;

c. Commercial General Liability / Public Liability Insurance in coverage amounts of not less than 1 million dollars ($1,000,000 USD) per occurrence, or equal to governmental requirements (as provided by the FMCSA in 49 C.F.R. § 387.1, *et seq* or requirements of any other federal or state agency), *whichever required minimum coverage amount is greater*. Such insurance shall cover all FMCSA requirements, including but not limited to public liability for bodily injury, property damages or environmental damages. If carrying hazardous substances as defined in 49 CFR § 171.8 then coverage amounts shall be no less than five ($5,000,000) million for general/public liability or equal to FMCSA requirements, whichever is greater. Insurance policies shall be issued in the manner and form, including applicable endorsements, prescribed by the FMCSA and approved by the Office of Management and Budget, and as required by any other state or federal agency;

d. Workers Compensation Insurance, Employer's Liability Insurance, and Unemployment Insurance in commercially reasonable amounts, but no less than minimum requirements by statute and jurisdiction applicable to Carrier;

e. Carrier's insurers must have an A.M. Best A- rating or better and be in compliance with FMCSA requirements, including but not limited to requirements of 49 C.F.R. § 387.315;

f. Carrier's insurance shall be primary and shall respond and pay claims to the extent of policy limits prior to Broker's or any other available coverage; and

Initials: _____ _____
Broker Carrier

g. Nothing in this Agreement shall alleviate Carrier from liability for damages above and beyond insurance coverage limits.

6. For the above-referenced insurance requirements Carrier shall provide Broker with Certificates of Insurance listing Broker as Certificate Holder and additional insured, with requirement of insurer to provide notice to Broker of any changes or lapses in the policies. Further, Carrier has an independent duty to immediately notify Broker of any changes, lapses, or terminations of policy coverage; and

7. Carrier shall be liable for any claims resulting from loss, damage, injury, or delay. In the event of loss, damage, overage or shortage, carrier agrees to notify Broker in writing or fax of such incidents immediately but no later than twenty-four (24) hours after discovery. Carrier shall also provide copies of all insurance claim information related to the transport of any shipment herein. Any claims will be handled in the following manner:

a. Carrier shall comply with 49 C.F.R. § 370.1, *et. seq*. and any amendments and/or any other applicable regulations adopted by the Department of Transportation / Federal Motor Carrier Safety Administration, or any other applicable agency, for processing all loss and damage claims and salvage; and

b. Carrier's liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. § 14706, including Carrier's burden of proof; and

c. Special Damages: Carrier's indemnification liability for cargo loss and damage claims shall also include legal and accounting fees which shall constitute special damages, the risk of which is expressly assumed by Carrier; and

d. Notwithstanding the terms of 49 C.F.R. § 370.9, Carrier shall pay, decline, or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement with this thirty-day period shall be deemed admission by Carrier of full liability for the amount claimed and material breach of this Agreement; and

e. Carrier shall provide its cargo insurance carrier with all records that relate to a loss and permit and authorize Broker or Broker's insurer to obtain copies and abstracts upon request by Carrier, Broker, or Broker's insurer.

f. Any liability under the Carmack Amendment shall be in addition to indemnification and hold harmless requirements as provided herein; and

g. The following rules shall apply for claims: (a) Destination market value shall apply for lost or damaged cargo, and Broker shall have no responsibility for special or consequential damages unless by special agreement, (b) claims shall be filed with Carrier by shipper, and (c) claims notification procedures will be followed in accordance with those procedures set forth in 48 C.F.R. §370.1–11; and

8. Inform Broker immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. Carrier represents that it is in good standing with the FMCSA and has no knowledge of any threatened action by the FMCSA related to Carrier's standing and rating. Carrier shall notify Broker immediately upon receipt of an "Unsatisfactory" or "Unfit" safety rating or a rating changed from "Satisfactory" to "Conditional" or from "Continue to Operate" to "Marginal." **Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."** Carrier shall inform Broker immediately of any tickets or arrests for driving violations that may impact Carrier's fitness, including but not limited to state alcohol or drug related impairment traffic offenses (DUI/DWI/DWAI/DUID), Reckless Driving, and other major traffic offense (however designated by the applicable state); and

9. Issue appropriate Bills of Lading in compliance with 49 U.S.C. § 80101, *et seq*., 49 C.F.R. § 373.101 (and any amendments thereto) and any other legal requirements therefor, for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Carrier is fully responsible/liable for the property Carrier receives/takes possession of, regardless of whether a bill of lading has been issued and/or signed and delivered to Carrier, and such responsibility/liability shall continue until delivery of the shipment to the consignee and consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue or sign a bill of lading acknowledging receipt of the cargo by Carrier shall not affect the liability of Carrier. Carrier shall not insert, nor authorize a Shipper to insert, Broker's name on a bill of lading as the Shipper without Broker's express written consent; and

10. Defend, indemnify, and hold Broker and its customers harmless (including reasonable attorneys' fees and costs) from any penalties, fines, claims, losses, damages, theft, including but not limited to driver theft, or liability of any kind and nature arising out of Carrier's performance or violation of any of the terms of this Agreement and including injury or death of Carrier. CARRIER'S OBLIGATION TO

Initials: _____ _____
Broker Carrier

INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. Broker reserves the right to control the defense of such matters, including the right to designate counsel; and

11. Carrier is relying on the general credit of Broker and hereby waives and releases all liens which Carrier might otherwise have to any goods of Broker's customers in the possession or control of Carrier. Carrier shall not withhold goods of Broker's customers on account of any dispute as to prices or alleged failure of Broker to pay charges incurred under this Agreement. Should Carrier hold, convert, or embezzle any goods, whether or not as leverage/lien in a claim for payment or increase in payment, Carrier agrees to pay Broker a penalty of $350.00 USD per day up to three (3) months, together with incidental and consequential damages, attorneys' fees, costs, and penalties imposed by law.

2. Payment

Broker shall pay Carrier for each load transported by Carrier at the rate identified in the written rate confirmation sheet issued by Broker with respect to such load. Broker shall pay for such compensation within thirty (30) days after the first date on which Broker has received from Carrier all of the following items relating to such load:

1. Carrier's invoice, including the assigned rate confirmation number; and

2. Shippers' original signed bill of lading; and

3. Signed delivery receipt proving exception-free delivery; and

4. Receipts proving preauthorized reimbursement expenses; and

5. All other documents reasonably required by Broker or the shipper/consignor/consignee.

Carrier agrees that Broker may withhold payment sufficient to cover claims made by Broker's customers until the dispute is resolved, including resolution of claims for which indemnification may be required, herein, and which resolution may include decision of withholding of payment as an offset. Carrier assigns all of Carrier's rights to payment from shippers, consignees, or third parties to Broker.

3. Independent Contractor Relationship

The parties intend that this Agreement create an independent contractor relationship between them. Contractor is interested only in the results achieved by the services of the Carrier; the manner of legally achieving those results is the responsibility of the Carrier. Carrier is not an agent or employee of Contractor for any purpose. Carrier is not responsible for deducting, and shall not deduct, from payments to Carrier any amounts for withholding tax, FICA, insurance or other similar item relating to Carrier or Carrier's employees. Carrier shall be solely responsible for deducting and paying such items. Neither Carrier nor Carrier's employees shall be eligible or entitled to any of the benefits to which employees of Broker may be entitled on the account of Broker, such as worker's compensation, unemployment compensation, insurance, paid vacations, paid holidays, pension, profit sharing, Social Security, and other benefits that may be available. Carrier shall indemnify and hold Broker harmless from all losses, damages, fines, penalties, expenses, actions, and judgments alleged against Broker concerning any injury or incident with Carrier's employees, owners, and operators under the category of employer liability.

AGREEMENT TO PERFORM SERVICES AS AN INDEPENDENT CONTRACTOR

As recognized in West's C.R.S.A. §§ 8-40-202(2)(b)(II) and 8-70-115(1)(c), we agree that the Company will ***not***:

a. Require the Independent Contractor to work exclusively for the Company;

b. Establish a quality standard for the Independent Contractor, oversee the actual work or instruct the Independent Contractor as to how the work is to be performed, except where the Parties agree that the Independent Contractor's services and products will be consistent with generally accepted industry standards for the Independent Contractor's customary services and products;

c. Pay the Independent Contractor a salary or hourly rate, but rather will pay only the compensation stated herein;

d. Terminate the Independent Contractor's current services for particular work the Independent Contractor accepts from the Company

Initials: _____ _____
Broker Carrier

unless the Independent Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement;

e. Provide more than minimal training for the Independent Contractor;

f. Provide tools or benefits to the Independent Contractor;

g. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Independent Contractor accepts from the Company;

h. Pay the Independent Contractor individually if the Independent Contractor is an individual; instead, the Company will make all compensation checks payable to the trade or business name under which the Independent Contractor does business [***optional***—using the Independent Contractor's Employer Identification Number]; or

i. Combine its business operations in any way with the Independent Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE:

• WILL NOT BE ENTITLED TO ANY WORKERS' COMPENSATION BENEFITS IN THE EVENT OF INJURY.
• IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES.

The Independent Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Independent Contractor or some other entity, and the Independent Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship.

4. Term

This Agreement is effective upon mutual execution as of the date last signed below. This Agreement shall continue in force until either party cancels this Agreement upon thirty (30) days' prior written notice to the other party. Carrier's indemnity requirements survive this Agreement.

5. Assignment / Re-Brokering / Interline Operations

This Agreement and shipments arranged may not be assigned, delegated, or re-brokered by Carrier without the written consent of the Broker, nor shall Carrier engage in interline operations without the written consent of Broker, which may include Broker's requirement that the 3rd party carrier sign a Broker/Carrier Agreement. Carrier shall be responsible for the shipment under this Agreement, indemnification as provided hereunder (including attorneys' fees), and any government fines and penalties, consequential and other damages related to breach of this provision including damages related to the 3rd party carrier soliciting shipments without Broker's consent. If Carrier breaches this Agreement, Broker has the sole and exclusive discretion to pay the delivering carrier, in lieu of payment to Carrier, which payment to delivering carrier shall not affect Carrier's obligations and liabilities to Broker and/or customer. Further, Carrier shall not change the mode of transportation without prior written authorization by Broker.

6. No Back-Solicitation

Carrier agrees that during the term of this Agreement and for twelve (12) months after cancellation/termination/breach of this Agreement, Carrier shall not "back solicit" traffic from any Customer, including but not limited to the shipper, consignor, consignee, partner, or customer of Broker where (1) availability of such traffic first becomes known to Carrier as a result of Broker's efforts, and/or (2) the traffic was first tendered to Carrier by Broker. Carrier shall pay Broker, during this Agreement's term and for the first eighteen (18) months following the termination of this Agreement, twenty percent - 20% of the gross amount invoiced by Carrier for its services concerning each load for the Customer in breach of the covenant not to "back solicit," as liquidated damages, and Carrier shall be liable for all costs incurred by Broker in enforcing this provision, including but not limited to reasonable attorneys' fees. "Solicitation," under this Agreement means participation in **any** conduct, whether direct or indirect, the purpose of services for that customer under arrangements first made or procured by Broker, including affirming conduct in response to inducement/solicitation by Customer.

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Broker Carrier

Carrier's acceptance of a load is Carrier's acceptance that customer is Broker's customer subject to the no back-solicitation provision.

7. Governing Law

This Agreement shall be construed and governed under the laws of Colorado and/or the rules and regulations pertaining to transportation of general commodities by motor carriers as promulgated by the FMCSA. Venue for any action by either party shall be in Douglas County, Colorado (or if federal court/administrative agency - Denver, Colorado) or any other state in the county where Broker relocates its Principal Office or nearest federal court / federal agency. Carrier shall pay all Broker's costs and attorneys' fees related to any motion to change venue.

8. Miscellaneous Provisions

1. Entire Agreement: This Agreement constitutes the entire agreement of the parties, and supersedes any prior agreements, promises, arrangements, and understandings of the parties.

2. Severability: In the event any provision of this Agreement shall be deemed unenforceable, the remainder shall be unaffected and enforced. Indemnity and hold harmless provisions in favor of Broker, if deemed by a Court in any part or manner unenforceable, shall be modified and/or interpreted by the Court in a manner to provide the maximum enforceable indemnity and hold-harmless protection to Broker.

3. Notices: All notices required herein shall be delivered to the other at the address listed below, or as later provided in writing to the other. Such notices shall be in writing via certified mail, return receipt requested, including notice of change of address or phone number.

4. Attorneys' Fees/Costs: In the event Broker enforces any term in this Agreement in a court of law, Carrier shall pay all reasonable attorneys' fees and costs incurred by Broker related thereto, including reasonable pre-suit fees and costs of investigation.

5. Amendment: Except as otherwise provided herein, this Agreement shall not be modified by a court of law without proof of written modification between the parties.

6. Authorization: The persons below represent that each is duly authorized to represent any person, entity or partnership.

7. Non-Exclusive Agreement: Carrier and Broker acknowledge and agree that this Agreement does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders, except as prohibited in Sections 5 and 6, herein.

8. Default: In the event of a material breach by Carrier of any provisions of this Agreement, Broker shall have the right to withhold and/or set off any payments owing to Carrier and/or received from shippers which Broker is obligated to pay Carrier. This remedy is in addition to any other remedies available herein or at law or equity.

9. Waiver: The waiver or failure to enforce any breach hereunder is not an election or waiver of the right to later enforce any subsequent breach or to enforce any same or similar term or condition.

10. Definition of "Carrier" / "Motor Carrier": As used herein, "Carrier" or "carrier" and "Motor Carrier" or "motor carrier," means "Motor carrier" as defined by 49 C.F.R. § 390.5.

11. Synonymous terms: The terms, "property," "cargo," "freight" "goods," "shipments," and similar terms are used interchangeably herein to include all property in any form or description transported by Carrier as a shipment procured by Broker.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective upon mutual execution on the last date signed:

Initials: _____ _____
Broker Carrier

BROKER

Stretch Transports, LLC

By: _____
(print name of person signing)

Signature: _____

Its: Authorized Agent

DATE: _____

P.O. BOX 4773
PARKER, COLORADO 80134

PHONE: (720) 548-0391

CARRIER

Entity or Person's Name: _____

By: _____
(print name of person signing)

Signature: _____

Its: _____

DATE: _____

Address: _____

_____

Phone: _____

TAX ID #: _____

Initials: _____ _____
Broker Carrier