



Master Agreement

This Agreement is entered into this 18th day of August, 2018, by and between Tumalo Creek Transportation ("BROKER"), a Registered Property Broker, Lic. No. DOT/MC-513622, and _____, a Registered Motor Carrier, Permit/Certificate No. MC _____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.



- (ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. 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, and information from BROKER or BROKER's customer with respect to any shipment at any time.
- G. CARRIER will notify 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.
- H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- K. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER'S customer because of CARRIER's use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

- A. SHIPMENTS, BILLING & RATES: BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended



rates, changes in rates shall automatically be incorporated herein by this reference.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. 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 a writing signed by both Parties.

D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$100,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER 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.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable



regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission; and

- (ii) 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 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER. CARRIER further agrees in the event of a claim dispute that it will indemnify BROKER by direct payment or by reduction in payment due to CARRIER for freight claims determined to be valid by BROKER's claims department. CARRIER agrees further that pending settlements in the amount equal to the claim are to be held in escrow until BROKER's claims department resolves claim to the cargo owner's satisfaction.
- (iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub-par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above.
- (iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- (v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within a 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- (vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 2 days prior to shipment pick up.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.



E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract 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.

C. WAIVER OF PROVISIONS:

- (i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
- (ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. NO BACK SOLICITATION:

- (i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
- (ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten



percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

- (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

- i. Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.
- ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

I. NOTICES:

- (i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
- (ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.



(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. **SEVERANCE: SURVIVAL:** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. **FORCE MAJEURE.** In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.




INITIAL

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

BROKER: Tumalo Creek Transportation

CARRIER:

BY: 

BY:

NAME: Gary Applebaum
TITLE: CEO and Managing Partner

NAME:

TITLE:

ADDRESS: 6109 Blue Circle Dr. STE 2000
Minnetonka, MN 55343

ADDRESS:

PHONE: 800-874-9469

PHONE:

FAX: 800-874-9570

FAX:



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, D. C. 20590

SERVICE DATE
February 25, 2005

**LICENSE
MC-513622-8**

**TUMALO CREEK TRANSPORTATION LLC
MPLS., MN**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The application shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian,
Chief Information Systems Division

BPO



Security and Load Protection Procedures

Due to the tragic and unforgettable events of the recent past, as well as ongoing threats both physical and biotech, Tumalo Creek Transportation felt it important to reiterate our minimum set of standards concerning safety, security, and load protection. The following policy standards, which have always been in effect, need to be enforced with extra vigilance.

- All drivers must have a government issued picture I.D. with them at all times. Driver names will be given at all pickup points (shippers, cold storage facilities, warehouses, etc.) for each particular load, manifest, or truck and will be verified by the shipper personnel at the pickup location. Drivers will be asked to produce picture I.D. at the time of pickup.
- All Drivers are required to padlock their trailer doors for the protection and safety of their cargo. Drivers will keep their trailers locked at all times between the loading and unloading of their freight. Trailers must be locked, even when empty. Specific freight customers may require the use of shipper seals in addition to the above precautions.
- Drivers will examine and witness all loading and unloading procedures. If the driver experiences any discrepancies or feels that there may be a safety or protection concern, the loading or unloading process should be stopped, the trailer locked, and the driver should call TCT immediately and report all happenings. Tumalo Creek Transportation will instruct the driver whether or not to continue with the process based on information provided by the driver and after consultation with our customer.
- Drivers will park only in WELL-LIGHTED and SECURE areas while enroute to all destinations of delivery. Drivers must remain aware of the surroundings with the loads in their trust.

Safety and security are everyone's business. It is the policy of Tumalo Creek Transportation to do everything possible to ensure that the freight we carry is protected and secure.

I (We) have read the above Security and Load Protection Procedures. I (We) agree to abide by these procedures and to carry them out to the best of my (our) ability.

Print Name

Signature

Title

Date

Company Name



Frozen Load Agreement

This Frozen Load Agreement is entered into on the _____ day of _____ by and between Tumalo Creek Transportation (hereinafter referred to as "Broker"), and (hereinafter referred to as "Carrier"), whose principle business offices are located at _____

WHEREAS, Broker and Carrier have entered into that certain Master Agreement dated of even date herewith which is incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Frozen Load Agreement to clarify and set forth the responsibilities of Carrier when transporting frozen and refrigerated loads pursuant to the Master Agreement.

NOW, THEREFORE, in consideration for the premises and the agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. CARRIER is responsible for holding and maintaining "0" (zero) degrees Fahrenheit temperature on all frozen loads, unless otherwise stated in the Rate Confirmation Addendum.
2. CARRIER is responsible for probing and temping all commodities before loading to verify that the temperature requirements are met.
3. CARRIER has the right to reject any load or part of a load due to damage, temperature, or weight before loading the commodity on its vehicle.
4. CARRIER hereby accepts complete responsibility for the commodity from the time said commodity is loaded on its truck until the commodity has been delivered to its final destination.

BROKER: Tumalo Creek Transportation

CARRIER:

BY: Gary Applebaum, CEO

BY:

NAME:

TITLE:



Tumalo Creek Transportation

Payment and Advance Policies

1. Tumalo Creek Transportation's standard payment policy is that we pay all of our carriers in approximately 28 days(+/- 2 days) from our receipt of the carrier's invoice accompanied by a signed bill of lading and/or proof of delivery. Tumalo Creek Transportation takes no responsibility for the speed or lack thereof of the U.S. Postal Service. Tumalo Creek Transportation accepts faxed and emailed copies of required settlement paperwork.

Email to: billing@tumalocreek.us

Fax to: 800-874-9570

2. Tumalo Creek Transportation offers a 24-hour "Quick Pay" service. Tumalo Creek Transportation will issue the carrier payment within 24 hours of the receipt of a signed bill of lading and/or proof of delivery (provided there is no claim). These payments may be picked up at our offices, mailed via USPS, overnighted, etc. There is an administrative service charge of 5% of the agreed upon line haul rate. If the carrier requests overnight delivery of payment, the carrier will pay any additional charges associated with said shipping.
3. Tumalo Creek Transportation will advance up to 40% of the line haul rate via Comcheck to any carrier that requests this service, although the issuance of Comchecks is at the discretion of Tumalo Creek Transportation. There is a 5% service charge for this option, in addition to any fees charged by Comdata for the cashing of the Comcheck.

Please feel free to contact Tumalo Creek Transportation with any questions you may have about these services.



Carrier Profile

CARRIER NAME:

OWNER NAME:

Fed ID#

MC#

DOT#

Physical Address:

City:

State:

Mailing Address:

City:

State:

CONTACT INFORMATION

BILLING / AR

Name:

Phone:

Fax:

DISPATCH:

Name:

Phone or Ext:

Responsibility:

Name:

Phone or Ext:

Responsibility:

Name:

Phone or Ext:

Responsibility:

TRAILERS:

(Please include number and length or description of each applicable trailer)

| NUMBER | TYPE | LENGTH | NUMBER | TYPE & DESCRIPTION |
|--------|--------------|--------|--------|----------------------------|
| | Van | | | Lowboy/RGN: |
| | Flat | | | Double Drop: |
| | Flat w/Sides | | | Curtainside Van/Conestoga: |
| | Reefer | | | Hot Shots: |

TOTAL# OF POWER UNITS:

Communications used with Drivers (Check all that apply): Satellite Tracking

Cell Phone

Pager

Trailer spotting: Yes

No

Preferred Destinations:

City:

State:

City:

State:

City:

State:

City:

State:



Tumalo Creek Transportation

Fuel Advance Policy

Tumalo Creek Transportation offers a fuel advance of 40% of the line haul pay of each shipment. Advances taken are subject to a 5% fee against the total gross pay of the load. We also offer a 24-hour quick pay with a 5% service fee. Advances are available to be issued when the following conditions are met:

1. New carriers are not eligible for fuel advances or quick pay until they have completed 3 shipments.
2. Fuel advance are given between 0700 and 1400 CST only.
3. Advances are not given under any circumstance if the shipper does not confirm carrier name, truck number and trailer number.
4. Tumalo Creek has up to 24 hours to confirm valid pickup and that all driver, truck and trailer numbers match with what we are given.
5. Quick pay payments are only issued if carrier name matches on the bills of lading.
6. Carriers with insurance agents that use a Gmail email address can be subject to additional screening.

If you cannot run a shipment without a fuel advance but can't comply with the above terms, please do not pick up the shipment and call your brokerage contact.

Thank you for your understanding,

Tumalo Creek Management



ACH Form

Tumalo Creek Transportation
6109 Blue Circle Drive
Suite 2000
Minnetonka, MN 55343

Dear Carrier,

Tumalo Creek Transportation is now offering ACH payments to our carriers. Participation is optional, but we do encourage it. By enrolling for this payment method, payments will be made into the bank account of choice. Coinciding with the deposit, a remittance email will be sent to the address you indicate below.

Please remember our payment terms are still net 30, however ACH payments will be received sooner than checks sent through the mail.

If you enroll in ACH and you request Quick Pay for a particular invoice, you will still be charged the pre-determined Quick Pay fee.

To enroll for these ACH payments, please complete the information and authorization below and email this request to billing@tumalocreek.us or fax to (952) 641-1661. Sincerely,
Accounting Department billing@JQ01alocreek.us (952) 698-7404

Accounting Department
billing@tumalocreek.us
(952)698-7404

Carrier Name

Address

Contact Name

Contact Telephone

Email

Bank Name

Bank Contact Name

Phone

Bank Account Type (Select One)

Checking

Savings

Bank Routing Number (ABA)

Bank Account Number

Bank Account Name

Authorized Signature

Print Name

Title