



Carrier Partner Procurement

Carrier must complete, **initial, hand sign**, and return all pages as directed below.

Carrier Name: DOT# _____ MC#: _____ SCAC: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Main Contact Name _____

Phone# & Email _____

Dispatch Contact Name _____

Phone# & Email _____

Remit To Address for Payments (if different from above, if this is a Factoring Company handling your receivables, please provide full address and Letter of Assignment) _____

Company Name _____

Address / PO Box: _____

City: _____ State: _____ Zip: _____

1. Transportation contract. Pages 2- 9
2. Provide insurance certificates for General Liability, Auto, Cargo and Workers' Compensation.
 - Note - if exempt from Workers Comp., complete and return enclosed exemption letter, page 10.
 - Certificate Holder to be listed as:
Ruan Transport Corporation
666 Grand Ave.
Des Moines, IA 50309
 - **Please ensure that your insurance coverage meets those outlined in the contract.**
3. **Canadian carriers** – Be sure to include your W8-BEN-E and required provincial safety certificates. Please indicate if you wish to be paid in US or Canadian funds: _____
4. Invoicing instructions will be listed on the Shipment Confirmation.

Return via fax or email to the following: Fax: **515-558-3447** or Email: CarrierProcurement@ruan.com

Source your empty trucks - send your daily/weekly available truck list to Loadmytruck@ruan.com.

Check our website for more information - www.ruan.com/carriers .

Motor Transportation Contract

This Agreement between said carrier, _____, organized under the laws of the State of _____, and operating under DOT# _____; MC# _____, hereafter referred to as "Carrier", and Ruan Transport Corporation, organized under the laws of Iowa, and operating under Motor Carrier Number 107496, hereafter referred to as "Broker," or collectively referred to as "Parties," is entered into for the purpose of specifying the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services for Shippers, hereafter referred to as "Services", and under which Carrier will render those Services.

Terms and Conditions

1. LEGAL STATUS OF PARTIES AND SERVICES

1.1 Representations. Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902. In addition, **if Carrier** is a for-hire motor carrier of property in **intrastate commerce only**, it represents and warrants that it is duly registered with the State of _____. Broker represents and warrants that it is registered with FMCSA as a property transportation broker pursuant to 49 U.S.C. § 13904. If such registration is no longer required in the future, Broker represents and warrants that it meets the definition of "broker" found at 49 U.S.C. §13102(2) and shall function accordingly. The Parties shall render all Services in a competent and professional manner, and in accordance with all applicable federal and state laws and regulations of the jurisdiction(s) within which the Services are rendered.

1.2 Contract Carriage. All Interstate Services performed by Carrier pursuant to this Agreement shall be as a motor carrier of property in United States interstate or foreign commerce and shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). In addition, all **Intrastate** Services performed by Carrier pursuant to this Agreement shall be as a motor carrier of property in the State noted in Article 1.1, and shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). In connection with contract carriage Services, Broker and Carrier hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness.

1.3 Relationship of parties. The relationship of Carrier to Broker is that of an independent contractor. By this Agreement the Parties do not intend to provide for division of profits between Carrier, Broker and/or any Shipper, or to clothe Broker and/or any Shipper with joint control over Carrier's performance of the Services, or otherwise to create a de facto or de jure joint venture, joint enterprise or partnership between Carrier, Broker and/or any Shipper. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier. Carrier further agrees to furnish, at its expense, suitable trucks, trailers, and manpower to transport the commodities tendered and to assume all costs, expenses, and liabilities incident to or arising out of maintenance, repair, or operation of equipment, as well as labor, fuel, insurance, and for accidents and agrees to hold harmless Broker and its customers from any and all costs, expenses, and liabilities. Furthermore, Carrier shall not co-broker nor subcontract any Services to any third parties.

1.4 Maintenance of Statutory Compliance. Carrier represents and warrants that it is in compliance with all legal and regulatory requirements of the United States Department of Transportation (USDOT). In addition, Carrier represents and warrants that it is in compliance with all legal and regulatory requirements of the State noted in Article 1.1, and the United States Department of Transportation (USDOT).

Requirements include but are not limited to:

- (a) Safety rating and related scores, operating authority, and/or any other legal or regulatory requirement implemented by the USDOT or other governmental agency;
- (b) Transportation of Hazardous Materials, including the licensing and training of drivers, as defined in 49 CFR § 172.800, § 173, and §397, et. seq., to the extent that any shipments hereunder constitute Hazardous Materials;
- (c) Security regulations;
- (d) owner/operator lease regulations;
- (e) Loading and securement of freight regulations;
- (f) Implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations;
- (g) Sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers;

(h) Implementation and maintenance of equipment safety regulations;

(i) Maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

Additionally, Carrier represents and warrants that it will notify Broker immediately if its Federal Operating Authority is revoked, suspended, or rendered inactive in any way and for any reason. Carrier represents and warrants that it will notify Broker within forty-eight (48) hours if it is sold or there is a change in control of more than 50% of its ownership. Carrier represents and warrants that it will notify Broker within twenty-four (24) hours if Carrier's safety rating becomes less than Satisfactory, or if any insurance as required in this Agreement is in danger of being or becomes terminated, revoked, cancelled, or suspended for any reason.

2. SCOPE OF SERVICES

2.1 Territories and Commodities. The geographic and commodity scope of the Services shall be as agreed upon by the Parties and amended from time to time, though under no circumstances, however, shall Carrier render Services beyond the scope of its FMCSA registration (as it may be amended from time to time) unless the Services are exempt from legal requirements for such registration or authority.

2.2 Coercion. Broker shall not ask or in any way pressure Carrier to violate any federal, state or other applicable law with regards to the performance of the Services. By arranging for transportation of shipments by Carrier pursuant to this Agreement, Broker represents and warrants that it has conducted due diligence with regard to the creditworthiness of Shippers tendering such shipments, and that it vouches for same.

2.3 Non-Exclusivity of Services. Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper. However, any attempt by Carrier to solicit the provision of service from shippers or consignees of the Broker whom the Carrier first contacted through service to the Broker, commonly known as 'back solicitation,' is strictly prohibited by Article 11 of this Agreement.

3. RATES, CHARGES, TERMS AND CONDITIONS FOR SERVICES

3.1 Rates and Charges. Carrier shall be entitled to the rates and charges set forth in the Shipment Confirmation as its sole and exclusive compensation for rendering the Services (including any Services subcontracted to third parties or performed in a capacity other than as a motor carrier, with or without the

notices and consents required under Sections 2.2). Any rates or charges intended to apply only to particular Shippers shall be separately set forth in Customer-Specific Addenda to this document or the Shipment Confirmation. No shipment tendered by Broker to Carrier within the geographic and commodity scope of this Agreement shall be subject to rates or charges set forth in any tariff or rate schedule maintained by Carrier, unless those rates and charges are specifically set forth and approved in the Shipment Confirmation, or Customer-Specific Addenda. Rates and charges set forth in the Shipment Confirmation on the effective date of this Agreement shall not be changed except by following the amendment procedures set forth in Article 12.3.

3.2 Invoicing and Payment. Invoicing procedures, payment due dates and any late payment penalties shall be as specifically set forth in the Shipment Confirmation. Except as otherwise provided in Customer-Specific Addenda with respect to particular Shippers, the Parties agree as follows:

- (a) It shall be Carrier's responsibility to invoice Broker for the freight charges owing to Carrier.
- (b) It shall be Broker's responsibility to invoice Shippers for Carrier's freight charges and Broker's commissions or other fees, and to take necessary measures to collect such invoices.
- (c) It shall be Carrier's responsibility to remit a list of freight charges owed to Carrier. Signed Bills of Lading should be submitted or accessible via Carrier's website within seven days of the date of delivery. Failure to do so may delay the Carrier's receipt of payment, but will not eliminate Carrier's right to collect charges.
- (d) Broker and Carrier 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 undisputed invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided that Carrier is not in default under the terms of this Agreement. If Broker has not paid Carrier's undisputed invoice as agreed, and Carrier has complied with the terms of this Agreement, Carrier may seek payment from the Shipper or other party responsible for payment, in accordance with the bill of lading, after giving Broker thirty (30) business days advance written notice. Carrier shall not seek payment from Shipper or any other party responsible for payment if Shipper or other party can prove payment to Broker.

3.3 Pricing Disputes. If Carrier alleges underpayment of applicable freight rates and charges by Broker, or if Broker alleges overcharges, over-collection or receipt of duplicate payments by Carrier, notice of such claims must be given, in writing, by the aggrieved Party to the other Party within one hundred eighty (180) days after delivery or the first attempted delivery of the involved shipment(s) by Carrier. The Party

receiving any such claim shall process it in accordance with the provisions codified at 49 C.F.R. Part 378 as of the Effective Date of this Agreement. Any civil action or arbitration proceeding with respect to such a claim shall be filed within eighteen (18) months after delivery or the first attempted delivery of the involved shipment(s) by Carrier.

3.4 Customs and Security Requirements.

(a) Carrier shall be responsible for ensuring compliance with those customs and security laws that are applicable to motor carriers transporting goods either domestically in the United States or for import or export from or to the United States.

(b) Broker shall be responsible for ensuring that the shipper and consignee of any freight tendered to motor carrier under this Agreement have complied with all customs and security laws of the United States and other country, as applicable, with respect to motor carrier transportation of goods either domestically in the United States or for import or export from or to the United States, including the preparation of all documents and the payment of all applicable fees required by any government agency.

4. FREIGHT DOCUMENTATION

The terms of this Agreement and any addenda thereto shall apply to all shipments tendered to motor carrier within the scope of Article 2.1, and shall take precedence over any conflicting terms contained in any bill of lading, receipt or other transportation document (Shipment Document) issued for all shipments tendered by a Shipper within the scope of the Services. Except as otherwise permitted by Customer-Specific Addenda, the Shipment Document shall show Broker as the bill-to party for freight charges, shall not show Broker as the shipper, consignee or motor carrier, and shall not show any entity other than Carrier as the carrier. It is Carrier's responsibility to have amended or corrected any bill of lading not properly indicating correct Carrier information. Failure to comply with these provisions may result in termination of this Agreement.

5. INSURANCE; BROKER BOND

5.1 Broker's Requirement. Broker shall at all times maintain a surety bond/trust in an amount no less than seventy-five thousand (75,000) U.S. Dollars. The form and terms of the bond shall be consistent with the provisions of FMCSA Form BMC 34 as that form was in effect on October 1, 2013.

5.2 Carrier's Requirement. Carrier shall maintain 'any auto' liability insurance in an amount of not less than one million (1,000,000) U.S. Dollars per occurrence, general liability insurance in an amount of not less than one million (1,000,000) U.S. Dollars per occurrence, cargo liability insurance in an amount of not less

than one hundred thousand (100,000) U.S. Dollars per occurrence, that also provides coverage for cargo loss due to failed refrigeration in the event the brokered commodity requires use of temperature regulated equipment, in an amount of not less than one hundred thousand (\$100,000) U.S. Dollars per occurrence, and providing for a higher amount of cargo coverage when and as required under any separate customer-specific Rules of Engagement, and Workers Compensation insurance with coverage limits meeting at least the statutory requirements of the state in which the Carrier operates under the requirements thereof. Carriers maintaining 'scheduled auto' liability insurance shall be required to certify, in writing, the tractor and trailer numbers being utilized for the extant shipment. Carrier agrees to assume full liability for loss or damage for all goods while under its care, custody and control, and shall upon demand pay Broker for such goods as are lost, damaged or destroyed during such time. All insurance coverage required herein must be provided by insurance carriers with an A.M. Best rating of A- or better.

5.3 Evidence of Insurance Coverage. Upon either Party's request, the non-requesting Party shall furnish the requesting Party with certificates from the insurers or trustee evidencing such coverage and providing at least thirty (30) days' advance written notice of cancellation or non-renewal of coverage or trust, and shall cause the insurers or trustee to name the requesting Party as a Certificate Holder and Additional Insured for 'any auto' and general liability insurance. The requesting party shall also be named Loss Payee for cargo liability insurance.

6. CARGO LIABILITY

6.1 General Provisions. Except as otherwise provided herein, the Carrier's liability for cargo loss or damage shall be governed by the provisions of 49 U.S.C. § 14706. Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement. Claims must be filed, and any litigation on such claims must be commenced, within the minimum time frames (9 months and two years, respectively) as permitted in 49 U.S.C. § 14706(e).

6.2 Sealed Trailers. If Shipper loads and seals a trailer tendered to Carrier without a representative of Carrier inspecting and counting the cargo during the loading process, Carrier shall be absolved of any liability for shortages or damage upon delivery of the trailer with the seal intact. Carrier shall be similarly absolved if the seal was broken only at the direction and under the supervision of an agent for the Bureau of Customs and Border Protection or other governmental authority and Carrier applies another seal to the trailer under the observation of said Customs and Border Protection agent and notes the new seal number on the uniform receipt or other shipping document.

6.3 Shipper's Load and Count. If a Shipper preloads trailers or semi-trailers and a representative of Carrier is not present to verify cargo count or stowage adequacy during the loading process, the load shall be

considered as moving on a “shipper’s load and count” basis regardless of whether it is sealed or whether “SL&C” or a similar notation appears on the Uniform Receipt.

6.4 Carmack Amendment. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment), subject to Article 6 above. Exclusions in Carrier’s insurance coverage shall not exonerate Carrier from its liability, in accordance with this Agreement.

6.5 Processing of Claims. Carrier shall agree that the provisions contained in 49 CFR 370.1, et. seq., shall govern the processing of claims for loss, damage, injury or delay to property and processing of salvage.

7. REFUSED FREIGHT; SALVAGE, AND WAREHOUSE LIABILITY

The provisions of the most current version of the National Motor Freight Classification’s Uniform Straight Bill of Lading governing refused freight, salvage and Carrier’s status and liability as a Warehouseman shall be considered to be incorporated by reference into this Agreement.

8. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

8.1 Hold Harmless. Except as otherwise specifically provided in Article 6 with regard to cargo loss and damage liability, Broker and Carrier shall indemnify each other, and Broker’s Shipper Customer (including all respective employees and agents) and hold each other harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including reasonable legal fees) to the extent proximately caused by or resulting from the negligence or intentional acts of the indemnifying Party, including its employees or agents, in connection with the performance of this Agreements or the Services. The previous sentence, however, shall not apply to the extent that such claims, liabilities, losses, damages, fines, penalties, payments, costs or expenses are proximately caused by or result from the negligence or intentional acts of the indemnified Party, including its employees or agents.

8.2 Consequential Damages Excluded. Except as otherwise specifically provided in this agreement, neither party shall be liable to the other, and Carrier shall not be liable to Shipper for any indirect or consequential damages, such as, but not limited to, loss of profits, loss of market, loss of customer goodwill, assembly line shutdowns, or punitive or exemplary damages, regardless of whether the claim for such damages sounds in contract, tort, breach of warranty, consumer fraud, or otherwise.

9. FORCE MAJEURE; LEGAL RESTRAINT

If either Broker or Carrier is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken

by a court or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with Subsequent Notice of same no more than two Business Days after the onset of the conditions delaying or preventing performance.

10. DISPUTE RESOLUTION

10.1 Agreement to Dispute Resolution Format. Having entered into this Agreement in good faith, the Parties agree that if a dispute arises with regard to its application or interpretation, any and all legal action, mediation, and/or litigation shall take place within the state of Iowa and governed by the laws of the State of Iowa.

10.2 Cargo Claims and Pricing Disputes. If a dispute involves a cargo claim or the pricing of Services, the provisions of Article 10 are subject to any inconsistent and overriding provision of Article 6 or Section 3 of Article 3, respectively.

11. CONFIDENTIALITY; BACK-SOLICITATION

Except to the extent required by law, neither Party shall disclose to third parties (other than to freight bill auditors, prospective capital providers, and outside professionals, if such parties agree to similar confidentiality terms) either the terms of this Agreement or any confidential or proprietary information either Party learns about the other in the course of performing Services under this Agreement, including but not limited to software, business methods, customer lists, or the rates, valuation, origin, destination and consignee identity for any shipment within the scope of the Services. Except upon a material breach of this Agreement by Broker, Carrier shall refrain from directly soliciting freight business during the term of this Agreement, or for twelve (12) months thereafter, from any entity which (i) was not solicited by Carrier prior to the Effective Date and (ii) actually tenders at least one (1) shipment to Carrier during the term of this Agreement.

12. MISCELLANEOUS

12.1 Governing Law. Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501(c), or other law, this Agreement shall be interpreted in accordance with the laws of the State of Iowa, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction.

12.2 Notices. Any Notice required or permitted under this Agreement shall be deemed sufficient if sent by prepaid first-class mail, by a nationally recognized overnight courier, or by facsimile transmission, if such Notice is sent to the address or fax number of, and marked to the attention of the individual noted in the signatory provision of this Agreement or to any other individual designated by the Party. Notices shall be considered to have been received by the addressee Party on the third Business Day after mailing, on the first Business Day after deposit with an overnight courier, or on the day a facsimile is transmitted if the sending machine produces written confirmation of a successful transmission. Each Party may change its designated contact, or update the contact information for such individuals, by Prior Notice to the other Party in accordance with this Article, and without formal amendment of this Agreement under Article 12.3.

12.3 Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding of the Parties with regard to its subject matter. No prior understandings or agreements of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties before or after the Effective Date of this Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement in any way. Except as provided in Article 12.2 with regard to changes in Designated Contact information and listings, no amendment to this Agreement shall be valid unless it is set forth in writing, is marked with a unique amendment number, specifies the articles, sections and/or Attachments being amended, specifies an effective date for the amendments, and is signed by Designated Contacts of both Parties.

12.4 Severability. To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.

12.5 Waiver. Neither the failure of a Party to exercise any right, power or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall be binding on either Party unless it is in writing and signed by a Designated Contact of the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a Party's rights, powers and privileges under this Agreement or at law or in equity.

12.6 Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. Assignment of this Agreement by either Party requires Prior Notice to and Consent by the other Party. Neither Party shall unreasonably

withhold Consent for an assignment by the other Party to an Affiliate of the assigning Party, provided that the Affiliate first agrees in writing to comply with all terms and conditions of this Agreement.

12.7 Term of Agreement. This Agreement shall remain in full force and effect for a one-year period following the Effective Date, and thereafter shall be renewed automatically on a year-to-year basis, unless and until terminated as set forth in the next sentence. Either Party has the right to terminate this Agreement at any time, with or without cause; by providing Prior Notice to the other Party at least thirty (30) calendar days in advance of the proposed termination date (unless a shorter notice period is specified in particular circumstances by particular provisions of this Agreement as amended from time to time). If any shipment within the scope of the Services remains in transit on the effective date of a termination of this Agreement, both Parties' rights and duties under this Agreement shall remain in effect with respect to such shipment until it is delivered and all related invoices and claims are satisfied.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

12.9 Captions. The captions and headings set forth in this Agreement are for convenience only. They shall not be considered a part of this Agreement, nor affect in any way the meaning of its terms and conditions.

12.10 Primacy of Contract. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract. Carrier shall expressly waive all rights and remedies under Title 49 USC, Subtitle IV, Part B to the extent they conflict with the contract.

Name of Carrier

Authorized Representative

Signature

Title

Date

Ruan Transport Corporation

Authorized Representative

Signature

Title

Date

WORKERS COMPENSATION INSURANCE EXEMPTION DOCUMENT

Ruan Transport Corporation requires proof of workers' compensation insurance coverage for all carriers required by law to carry such insurance. If you are required by law to carry such insurance, please forward proof of coverage to Ruan Transport Corporation. If your company is not required by law to provide workers' compensation insurance for your drivers, please have an authorized representative of your company initial and sign the statement below.

Carrier represents that it is not required by local law or regulation to maintain workers' compensation coverage in the jurisdiction where services are provided by Carrier.

Initial

Date

Carrier Name

Signature of Authorized Representative
