

ATTENTION U.S. CARRIER!

To be considered for hauling Landstar freight the following pages must be returned:

- ★W-9 Form ★Carrier Profile ★Minority Business Form
- ★Landstar Transportation Brokerage Agreement
(Authorized signature required on contract)

If you *DO NOT* hold 48-state authority please include a copy of your State permit.

****Please fax the above items to 800.235.1071****

One important item must come directly from your insurance agent! Proof of insurance is needed *prior to* you hauling Landstar freight. Please refer to Page 2 now for the letter labeled...
URGENT REQUEST FOR CERTIFICATE OF INSURANCE!

Should you have any questions about the items in this packet or would like to check on your final qualification status, please call Carrier Qualifications at **800.872.9515** for assistance.



Start finding Landstar load opportunities right away. You can view our available loads, post a truck, and set a load alert at www.LandstarBroker.com for FREE! During your visit *click* **GET PAID FAST** and read about **Landstar SavingsPlus** featuring fast electronic settlements with competitive **FUEL and TIRE Discounts when you join!** Landstar offers two methods of convenient electronic pay...

SavingsPlus' Pay2Day ~ 2-day electronic settlements
OR Electronic Deposit for only \$1 per scheduled deposit!

After confirming your qualification paperwork is processed, you may express your interest by using this form. You will receive settlement pay by check via U.S. Mail services if no electronic arrangements are made.

I am interested in: **SavingsPlus** **Electronic Deposit** (SELECT ONLY ONE PLEASE)

(PLEASE PRINT)

CONTACT NAME:

PHONE:

COMPANY NAME:

*FAX this page to: **800-684-7902** and a Landstar representative will contact you!*

If you need help with www.LandstarBroker.com

Call our HOTLINE at 1-800-435-1791 Option 1

Landstar Transportation Logistics, Inc. ★ Carrier Qualifications
P. O. Box 19137 ★ Jacksonville, FL 32245-9137
Tel. 800-872-9515 ★ Fax 800-235-1071
CarrierDev@Landstar.com

URGENT * URGENT * URGENT
REQUEST FOR CERTIFICATE OF INSURANCE

Attention Insurance Agent: _____

Insured Carrier: _____

**Re: CARRIER IS REQUESTING A CERTIFICATE OF INSURANCE (COI)
BE FAXED TO LANDSTAR**

Dear Insurance Agent, this request is asking that you provide Landstar a Certificate of Insurance (COI) per the details below:

1. Landstar requires proof of insurance coverage for **Auto and Cargo** to the extent of coverage as indicated in their Landstar brokerage agreement:
 - Auto Liability of \$1,000,000 minimum coverage (U.S. Funds)
-Landstar checks for the current A.M. Best Rating of the insurance company providing auto coverage and accepts only a B+ or better rating
 - Motor Truck Cargo of \$100,000 minimum coverage (U.S. Funds)
-Please specify **Deductibles**
-Please specify whether cargo coverage is **All Risk** or **Broad Form**
-If **Special Form** then also send a Declarations page and Cargo Policy copy

Trailer Interchange of \$25,000 is required for Landstar-owned equipment usage (Any Leased and or Non-Owned trailers used by CARRIER shall be covered under CARRIER'S insurance policy with the same force and effect as if owned and scheduled on CARRIER'S policy).

2. Certificate must have current **Issue Date**, current **Effective-Expire Policy Dates**, along with **Policy numbers**, a **Notice of Cancellation no more than 30 days** and the **COI must be SIGNED** by an Authorized Representative.
3. **Certificate Holder or Additional Insured** should be listed as:

Landstar System, Inc. and
each of its wholly-owned subsidiary companies
P. O. Box 19137, Jacksonville, FL 32245

Call Landstar Carrier Qualifications at 800-872-9515 regarding any of the specific items mentioned above. Agent, please **FAX SIGNED COI to 800-235-1071.**

Thank you!

**Request for Taxpayer
 Identification Number and Certification**
 (For Landstar Use Only - Do Not Send to IRS)

**Fax form to Landstar.
 Do not send to the IRS.**

Print or type. See specific Form W-9 instructions at www.irs.gov.

Print your Individual Name, Corporate Name or LLC Name (Line (1) cannot be left blank)

Line (1):

Print your "Doing Business As" Name (Registered DBA)

Line (2):

Check appropriate box: Individual/ Sole proprietor Corporation Partnership
 Limited liability company-LLC (Enter: **D**=Disregarded, **C**=Corporation, **P**=Partnership) ▶ _____
 Other ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.)

Requestor's name and address (optional)

Landstar Transportation Logistics, Inc.
P. O. Box 19137, Jacksonville, FL 32245
Tel. 800-872-9515
Fax. 800-235-1071

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

INSTRUCTIONS: LINE (1) ABOVE CANNOT BE LEFT BLANK.

IF YOU OPERATE AS A "SOLE PROPRIETOR" THEN PRINT YOUR INDIVIDUAL NAME ON LINE (1) ABOVE AND YOUR REGISTERED DBA ON LINE (2). IF NO REGISTERED COMPANY NAME (DBA) EXISTS, THEN LEAVE LINE (2) BLANK.

Any LLC having only one owner (one member) is automatically treated as a sole proprietorship (a disregarded entity), unless an election was made for it to be treated as a corporation.

If you are uncertain how to fill in Lines (1) and (2) at the top of this form, please check your tax return.

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Social Security Number - SSN (S)

SUPPLY ONE NUMBER ONLY PLEASE

Enterprise ID Number - EIN (R)

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Authorized Signature ▶	Date ▶
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This form must be SIGNED and DATED.

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN your are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: per the IRS, if a requester gives you a form other than the actual published Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to the IRS official Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Note. The entirety of IRS Form W-9 can be viewed at www.irs.gov. This is a replicate of Form W-9 for the purpose of Landstar Transportation Logistics, Inc. to request your TIN.

<input type="checkbox"/> FID (EIN) / <input type="checkbox"/> SSN		US DOT		<input type="checkbox"/> MC / <input type="checkbox"/> State Permit	
Company Name				Owner Name	
Physical Address					
Mailing Address					
Remit Payment					
Toll Free			Contact Name		
Local			Contact Title		
Fax			Emergency #		
Operations Email					
Website Address					

Operations & Service Areas Please indicate with a checkmark (✓) all that apply.

<input type="checkbox"/>	All 48 States	<input type="checkbox"/>	Canada	<input type="checkbox"/>	Mexico	<input type="checkbox"/>	Only Intrastate Hauling
<input type="checkbox"/>	Coil Racks	<input type="checkbox"/>	Container Locks	<input type="checkbox"/>	Liftgate	FAST Code:	
<input type="checkbox"/>	Ramps	<input type="checkbox"/>	Sidekits	<input type="checkbox"/>	Tarps	CSA Code:	
<input type="checkbox"/>	Satellite Enabled	<input type="checkbox"/>	Teams	<input type="checkbox"/>	UPS Carrier	SCAC Code:	
<input type="checkbox"/>	Trailer Spotting	<input type="checkbox"/>	Power Only Svcs				
<input type="checkbox"/>	Number of Power Units	<input type="checkbox"/>	Exempt Carrier	For future reference, call this number to communicate changes in your equipment types and service areas: 800-454-6929			

Equipment Types				Special Services		Certifications	
Please indicate	Qty	Length	Axles	<input type="checkbox"/>	Rail Drayage	HAZMAT Certified	<input type="checkbox"/> Yes <input type="checkbox"/> No
VAN	_____	_____	_____	<input type="checkbox"/>	Port Drayage	ACE Enabled	<input type="checkbox"/> Yes <input type="checkbox"/> No
LOGISTICS VAN	_____	_____	_____	<input type="checkbox"/>	LTL (tariff-based)	C-TPAT Member	<input type="checkbox"/> Yes <input type="checkbox"/> No
REEFER	_____	_____	_____	<input type="checkbox"/>	Expedited Ground	TWIC Cardholder	<input type="checkbox"/> Yes <input type="checkbox"/> No
CONTAINER	_____	_____	_____	<input type="checkbox"/>	Air Freight Cartage	TSA Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No
FLAT	_____	_____	_____	Other:		IAC Number:	
STEPDECK	_____	_____	_____			IAC Expire Date:	
DOUBLEDROP	_____	_____	_____	List Codes of Airports / Ports Served:			
LOWBOY (# of Axles)	_____	_____	_____				
STRAIGHT TRUCK	_____	_____	_____				
CUBE TRUCK	_____	_____	_____				
CARGO VAN	_____	_____	_____				
TANKER	_____	_____	_____				
DUMP	_____	_____	_____				

How did you hear about us? From a Landstar Agent From the Internet Networking/Word of Mouth
Is your company a SmartWay Transport Partner? Yes No, If not visit: www.epa.gov/smartway

TRANSPORTATION BROKERAGE AGREEMENT
(Consolidated)

THIS TRANSPORTATION BROKERAGE AGREEMENT (Consolidated), including Appendix A and any subsequent appendices, addenda, exhibits or schedules (together, the “**Agreement**”), is made and entered on _____, 20__ by and among _____ (“**CARRIER**”), on the one hand, and on the other, one or more of the following distinct corporate entities that execute this Agreement as set forth on the execution page hereof: Landstar Canada, Inc., Landstar Express America, Inc., Landstar Gemini, Inc., Landstar Global Logistics, Inc., Landstar Inway, Inc., Landstar Ligon, Inc., Landstar Ranger, Inc., and said executing parties individually and collectively referred to as (“**BROKER**”).

Whereas, BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration (“**FMCSA**”) [Landstar Canada, Inc. (MC-629773), Landstar Express America, Inc., (MC-206847), Landstar Gemini, Inc. (MC-177505), Landstar Global Logistics, Inc. (MC-218342), Landstar Inway, Inc. (MC-171939), Landstar Ligon, Inc. (MC-167225), and Landstar Ranger, Inc. (MC-178439)]; and

Whereas, CARRIER is registered with the FMCSA as a motor contract carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by BROKER; and

Whereas, BROKER desires to engage CARRIER to perform transportation within the limits of CARRIER’s contract operating authorities according to this Agreement’s terms and conditions, and CARRIER desires to perform such transportation.

Now, therefore, intending to be legally bound, the parties agree as follows:

1. This Agreement’s term shall be one year subject to earlier termination for any or no reason by either party giving at least thirty (30) day’s written notice to the other party pursuant to Section 21 of this Agreement of intention to terminate. Absent such notice, this Agreement shall automatically renew for successive one-year periods.
2. CARRIER warrants that all equipment and personnel used in providing the services contemplated herein shall meet all requirements of, and be in compliance with all laws and regulations of the United States Department of Transportation (“**DOT**”) and other federal, state or provincial agencies having jurisdiction over any of the services provided pursuant to this Agreement. CARRIER further warrants that it will immediately provide BROKER with notice, in writing, of any change in its safety rating and provide BROKER copies of any FMCSA Notice of Changes or Notice of Claim related to any change in safety rating.
3. There is no minimum volume of freight contemplated by this Agreement. BROKER is not restricted from tendering freight to other carriers; CARRIER is not restricted from performing transportation for third parties.
4. CARRIER shall transport BROKER’s shipments without delay and shall immediately notify BROKER of any likelihood of delay or of any incident or circumstance that will prevent or delay delivery to the consignee.
5. CARRIER shall obtain from the consignee a complete, signed delivery receipt for each shipment, and shall notify BROKER immediately of any exception on any document. CARRIER shall send BROKER delivery receipts and bills of lading no later than fourteen (14) days from the date of delivery.
6. If BROKER requests CARRIER to transport any shipment required to be placarded under the DOT rules as a hazardous material, the additional provisions in Appendix A, including additional insurance requirements, shall apply for each such shipment.
7. Each shipment hereunder shall be evidenced by a Uniform (Straight) Bill of Lading containing terms and conditions no less favorable to the customer or beneficial owner of the cargo than those contained in the form of Uniform Straight Bill of Lading published as of the time of shipment in the National Motor Freight Classification (“**N.M.F.C.**”) and naming CARRIER as the transporting carrier. CARRIER’s drivers shall be instructed to sign their company’s name and record the seal number on every Bill of Lading evidencing a shipment under this Agreement. Under no circumstances shall CARRIER prepare a freight document which lists BROKER as “Carrier” or “Shipper.” Documents for each of BROKER’s shipments shall name BROKER as “broker” and CARRIER as “carrier.” If there is a wrongly worded document, the parties will treat it as if it showed BROKER as “broker” and CARRIER as “carrier.” If there is a conflict between this Agreement and any transportation document related to any shipment, including but not limited to Bills of Lading and Load or Rate Confirmation Sheets, this Agreement shall govern. CARRIER agrees to indemnify and hold BROKER harmless from and against any direct, indirect and/or consequential loss, damage, fine, liability, judgment, cost and expense, including reasonable attorneys’ fees, arising from any errors in the bill of lading, including by way of illustration without limitation, the showing of BROKER as “Carrier” or “Shipper”.
8. CARRIER shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including as examples, costs and expenses of all CARRIER’s transportation equipment, its maintenance, and those persons who operate it. As to BROKER, CARRIER is an independent contractor, and as such is wholly responsible in every way for such persons as CARRIER hires, employs or otherwise utilizes. 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 and legally licensed and qualified personnel.
9. CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, judgment, damage, claim, fine, cost or expense, including reasonable attorney’s fees, arising out of or in any way related to, CARRIER’s performance hereunder or CARRIER’s breach of any of the terms of this Agreement. CARRIER’s obligations under this provision shall survive the termination of this Agreement.

10. During this Agreement's term, CARRIER shall procure and maintain, at its sole expense, the following insurance from Insurer(s) whose most recent and current rating by A.M. Best satisfies the minimum A.M. Best rating as published on the website of Landstar System, Inc. at www.landstar.com on the date of execution of this Agreement. If any of CARRIER's insurance policies expires during the term of this Agreement, each renewal or replacement policy must be provided by an insurance carrier whose A.M. Best rating satisfies the minimum rating as then currently published on the Landstar website. Upon any renewal of this Agreement, CARRIER shall have forty-five (45) days from the renewal date to comply with BROKER's specified insurance requirements published on the website on the renewal date, including but not necessarily limited to the minimum A.M. Best rating then published on the Landstar website. Each insurance company providing any of the coverages required by this Agreement must have complied with all applicable regulations of the FMCSA and any other applicable federal, state or provincial laws or regulations.

If CARRIER has in place FMCSA-approved self-insurance for all or any portion of the commercial automobile liability insurance required herein below, CARRIER, upon BROKER's request, must furnish BROKER with CARRIER's most recent annual and quarterly profit and loss statements and balance sheets prior to the effective date of this Agreement and submit such quarterly financial reports to BROKER during the term of this Agreement as might be requested by BROKER. BROKER shall receive and maintain such reports in confidence solely for purposes of this Agreement. In addition, if CARRIER is not self-insured for the entire amount of the minimum limits specified herein below for each required coverage, then and in such event each insurance carrier providing any portion of the required coverages and limits must comply with the above-specified A.M. Best requirements.

The required coverages and minimum limits are as follows:

- (a) Commercial Automobile Liability Insurance, with a combined single limit of not less than \$1million (\$US) each occurrence, covering all vehicles however owned, and/or used by CARRIER to transport BROKER's shipments, including coverage for all liabilities for personal injury (including death) and property damage arising out of CARRIER's transportation under this Agreement.
- (b) Subject to Subsection 10(c) of this Agreement, All Risk Broad Form Motor Truck Cargo Legal Liability insurance in the form of a B.M.C. 32 Endorsement for Motor Carrier Policies of Insurance for Cargo Liability under 49 U.S.C. § 13906, in an amount not less than \$1 Million (\$US) per occurrence. Without prejudice to the foregoing, CARRIER represents and warrants that its coverage includes, but is not limited to insurance against Acts of God, cargo contained in unattended vehicles, employee dishonest acts, mechanical breakdown, consequential loss, mischief or vandalism, water damage, fire, lightning, explosion, smoke, collision/overturn of vehicle, wind, theft, pilferage, hijacking, breakage, marring, scratching, collision of the load with another object (without collision of the vehicle) and leased and/or non-owned equipment and/or trailers used by CARRIER shall be covered under CARRIER's insurance policy with the same force and effect as if owned and scheduled on CARRIER's policy. Unless approved in advance by BROKER, the coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage, or reduce coverage amount, relating to a cargo loss, damage or delay claim. CARRIER shall be responsible for any and all deductibles excluded by its insurer. Notwithstanding the foregoing, no deductible shall be in excess of \$5,000.00.
- (c) CARRIER shall provide directly a minimum of the first One Hundred Thousand Dollars (\$100,000.00) (\$US) of the All Risk Broad Form Motor Truck Cargo Legal Liability insurance referred to in Subsection 10(b) of this Agreement. In the event the CARRIER does not provide proof of the insurance coverage referred to in subparagraph (b) above in the amount of \$1 million (\$US), BROKER shall be entitled to obtain insured or self-insured coverage applicable solely for the protection of BROKER, which coverage (i) shall be excess, non-contributory coverage, (ii) shall apply only after the cargo liability insurance coverage maintained directly by CARRIER has paid its full policy limits for any single occurrence and (iii) shall apply only to claims made against BROKER. As applicable, CARRIER hereby authorizes BROKER to deduct from the freight charges to be paid CARRIER under this Agreement the amount set forth below for each shipment transported by CARRIER for BROKER's approximate expense in maintaining the excess, non-contributory cargo loss, damage or delay insurance coverage:

A minimum of ONE DOLLAR AND SEVENTY-FIVE CENTS (\$1.75) (\$US) per truckload shipment or per drayage movement at point of origin or destination on intermodal shipments (the "Charge");

The contingent cargo insurance is solely for the benefit of BROKER, its affiliates and subsidiaries and is subject to all of the terms, conditions and exclusions of the actual policy issued by the insurance underwriter to BROKER. In the event that a cargo loss, damage, or delay claim, or any portion thereof, is excluded from coverage under BROKER's contingent cargo program for any reason, CARRIER shall assume complete sole liability and responsibility for all such uninsured loss and shall indemnify, defend and hold BROKER harmless for any loss, damage or delay claim asserted against BROKER. CARRIER recognizes and agrees that CARRIER is not covered by the contingent cargo insurance referred to herein and that BROKER is not selling or soliciting insurance.

CARRIER acknowledges and agrees that BROKER may change the amount payable by CARRIER in connection with BROKER'S maintenance of its contingent cargo insurance coverage, upon no less than thirty (30) days' notice. Any change to the Charge payable by CARRIER shall become effective no less than thirty (30) days following BROKER giving notice to CARRIER. CARRIER hereby agrees and confirms that BROKER is not required to demonstrate or document any reason or basis for changes to the terms and conditions or the Charge for which notice is given.

- (d) BROKER, its affiliates and subsidiaries and customers and/or beneficial owners of any property coming into the possession of CARRIER under this Agreement shall be named as an additional insured or, in BROKER's sole discretion, a loss payee or a certificate holder, in the insurance provided and maintained directly by CARRIER under this Agreement. CARRIER shall furnish to BROKER, prior to accepting any shipment for transportation under this Agreement, a written certificate obtained from the insurance carriers showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. CARRIER will also provide to BROKER a complete copy of the applicable policies if so requested by BROKER.

- (e) The insurance limits set forth in this Agreement shall not be interpreted to limit CARRIER's liability to BROKER arising under or relative to CARRIER's performance or nonperformance of any obligation under this Agreement.
11. In the event of loss, damage or delay in delivery, CARRIER shall be liable for damage arising there from in accordance with the provisions of this section. The loss, damage or injury shall be measured as the lesser of the actual replacement cost or the cost of repair, subject to a maximum of \$1 million (\$US) per shipment, less the reasonable salvage value of the damaged commodities. In addition, CARRIER shall indemnify BROKER for all indirect, special or consequential damages, or other special economic losses, including attorney fees, that might be recovered against BROKER on any customer's claim. CARRIER shall promptly pay BROKER all claim amounts due hereunder and further authorizes BROKER to deduct all such amounts from any amounts owed to CARRIER by BROKER.
- (a) In addition, CARRIER shall be solely liable and responsible for any claim arising from any reckless, dishonest or illegal acts of CARRIER's employee or agent and any claim arising from CARRIER furnishing contaminated Equipment.
- (b) CARRIER shall not accept any shipment with a declared or actual value of greater than \$1 Million (\$US) unless and until CARRIER has informed BROKER of the value of the shipment and has received authorization from BROKER to accept the shipment and complies with any instructions received from BROKER with respect to that shipment.
- (c) For any freight claim, CARRIER shall pay BROKER within thirty (30) days of CARRIER having been notified of the amount of the claim and furnished documentation substantiating the claim.
12. CARRIER shall not withhold delivery of any freight due to any dispute with BROKER regarding freight charges or otherwise. CARRIER waives and releases all liens which it might otherwise have to any freight in its possession. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain and shall refrain from all collection efforts against the shipper, receiver, consignor, consignee, the freight or the customer.
13. BROKER and CARRIER agree that the rates and charges for CARRIER's services hereunder shall be only those on the individual Load or Rate Confirmation Sheets, accepted, signed and submitted to BROKER by CARRIER prior to each shipment. Load or Rate Confirmation Sheets may also be submitted by BROKER to the CARRIER via electronic means and such shall constitute the CARRIER's binding acceptance of such Load or Rate Confirmation Sheet upon the earlier to occur of (a) the CARRIER's electronic acceptance of the Load or Rate Confirmation Sheet as verified by the BROKER's Information Services System, or (b) the CARRIER's pick up of the shipment in question.
14. BROKER will pay CARRIER the agreed amount within thirty (30) days of BROKER's receipt of the documents specified on the Load or Rate Confirmation Sheets and any other documents necessary to enable BROKER to ascertain transportation has been properly provided. Payment shall be made by BROKER to CARRIER via direct settlement deposit using the Automated Clearing House (ACH) network to the account specified in writing by CARRIER. BROKER is hereby authorized to charge CARRIER an administrative fee of **\$1.00 per settlement deposit**. All such administrative fees will be deducted from the freight charges payable to CARRIER by BROKER under this Agreement.
15. CARRIER agrees BROKER, at its option, may offset against any payments owed to CARRIER amounts CARRIER owes BROKER under this Agreement.
16. CARRIER shall transport all freight tendered by BROKER only on Equipment operated under CARRIER's authority. CARRIER shall not in any way sub-contract, broker, or arrange for the freight to be transported by a third party without BROKER's prior written consent.
17. It is expressly understood and agreed that CARRIER is an independent contractor for the services provided pursuant to this Agreement, and that CARRIER agrees to defend, indemnify and hold BROKER harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting BROKER's interests, brought by employees, any union, the public, or state, provincial or federal agencies arising out of the operations of CARRIER under this Agreement. CARRIER hereby assumes full control and responsibility for all hours scheduled and worked, wages, salaries, workers' compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to its operations pursuant to this Agreement.
18. This Agreement is the entire agreement between the parties, superseding all earlier agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement cannot be altered or amended except in a writing signed by all parties and cannot be assigned or transferred in whole or in part. The benefits of this Agreement shall not inure to nor be available to any third party.
19. If any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, such provision shall be severed and the Agreement's remaining provisions shall continue in full force and effect.
20. CARRIER and BROKER expressly waive all rights and remedies allowed under 49 U.S.C. §14101, to the extent they conflict with this Agreement. BROKER's failure to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any of BROKER's rights or privileges.
21. This Agreement in all respects shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida, without regard to its conflict of law rules.
22. Each of the parties hereto irrevocably and unconditionally submits itself to the exclusive jurisdiction and venue of the state and federal courts serving Jacksonville, Florida, and any appellate court thereof, in any suit, action or proceeding arising out of or relating to this Agreement and further irrevocably and unconditionally waives any claim or defense that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions in any manner provided by law.

23. Notices shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier with receipt required, to each party executing this Agreement at the address shown below, or to such other addresses as shall have been designated in a written notice pursuant to this section.
24. CARRIER acknowledges and agrees that it will not drop a trailer other than at the designated business facilities of consignee or at a location designated by BROKER. CARRIER further agrees that, in the event any loss of or damage to the cargo or trailer occurs as a result of its breach of this provision, then the CARRIER will indemnify and hold BROKER and the Customer harmless for any such loss or damage, including reasonable attorneys' fees.
25. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In proving this Agreement in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.
26. CARRIER acknowledges that each entity appearing on the consolidated signature page to this Agreement is a separate and distinct corporate entity and that Landstar Carrier Services, Inc. provides certain contract services and administration to each of those distinct entities. The use of this form of agreement for independent transactions by any of the entities named on the consolidated signature page is merely a convenience for the applicable BROKER party to this Agreement. This Agreement is only applicable to and enforceable by or against the CARRIER and the BROKER party (or parties) performing under this Agreement.
27. Electronic and Fax Communications; Computer Viruses. During the term of this Agreement, the parties anticipate that they will exchange materials and information in electronic form (collectively "Electronic Materials"), either through the other party's websites, e-mail or other electronic means (collectively "Electronic Connections") and via fax. By providing their fax numbers and signing this Agreement herein below, each party consents to receiving communications via fax regarding all aspects of their relationship. BROKER and its affiliates take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, and take reasonable steps to prevent harm arising from Electronic Connections. Due to the nature of Electronic Communications and the Internet, BROKER and its affiliates do not provide, and expressly disclaim, any warranty (i) that Electronic Materials received by the CARRIER will be free from computer viruses or (ii) that Electronic Connections with the CARRIER will be free from harmful effects. It is the CARRIER's responsibility (i) to take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, (ii) to take reasonable steps to prevent harm arising from Electronic Connections, and (iii) to perform any anti-virus, scanning, data backup, security, and other precautions reasonably necessary to safeguard against computer viruses, worms, and other intrusive or damaging code (collectively "Computer Viruses") and other threats posed by Electronic Materials and Electronic Connections. Under no circumstances will BROKER or its affiliates be responsible for, and CARRIER hereby expressly waives and releases BROKER and its affiliates from, any liability for any loss or damage caused by Computer Viruses, the CARRIER's receipt of Electronic Materials from BROKER or its affiliates or Electronic Connections between BROKER and its affiliates and the CARRIER.

THE FOLLOWING CONSOLIDATED SIGNATURE PAGE IS A CONVENIENCE ONLY FOR THE BROKER PARTY OR PARTIES PERFORMING UNDER THIS AGREEMENT. THE BROKER PARTIES MAY SIGNIFY THEIR RESPECTIVE SIGNATURES BY THE SINGLE EXECUTION OF THE SIGNATURE BLOCK LABELED "ON BEHALF OF THE ENTITIES NAMED BELOW" IN WHICH CASE THE BROKER PERFORMING UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE EXECUTED INDIVIDUAL AND INDEPENDENT AGREEMENTS WITH THE CARRIER. NOTWITHSTANDING THE EXECUTION OF THE SIGNATURE BLOCK LABELED "ON BEHALF OF THE ENTITIES NAMED BELOW," NO JOINT OR CROSS LIABILITY SHALL ARISE AGAINST, BETWEEN OR AMONG THE BROKER PARTIES. THE AGREEMENT SHALL ONLY BE APPLICABLE TO AND ENFORCEABLE BY OR AGAINST THE BROKER PARTY ACTUALLY PERFORMING UNDER THE AGREEMENT.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives effective as of the date first above written.

"BROKER"

LANDSTAR TRANSPORTATION LOGISTICS, INC., on behalf of the entities named below

By: _____
Authorized Agent or Attorney-in-Fact

Printed Name: _____
Address: 13410 Sutton Park Dr., South
Jacksonville, FL 32224

LANDSTAR CANADA, INC.

LANDSTAR EXPRESS AMERICA, INC.

LANDSTAR GEMINI, INC.

LANDSTAR GLOBAL LOGISTICS, INC.

LANDSTAR INWAY, INC.

LANDSTAR LIGON, INC.

LANDSTAR RANGER, INC.

"CARRIER"

List individual's name as company when applicable.

CARRIER
COMPANY: _____

AUTHORIZED SIGNATURE: _____ X

Print Name: _____

Print Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

FID#: _____

USDOT#: _____

APPENDIX A

EXTRA REQUIREMENTS FOR HAZARDOUS MATERIALS SHIPMENTS

For any shipment arranged by BROKER to be transported by CARRIER involving transportation of hazardous materials or waste requiring vehicle placarding under 49 CFR Part 172, or any amendment, revision or other applicable regulation, the parties agree the following provisions shall apply, in addition to provisions in the Transportation Brokerage Agreement, to which this Appendix is attached:

1. CARRIER also represents and warrants it holds all Federal and/or state permits and registrations necessary to transport the hazardous materials or waste, and CARRIER shall provide BROKER copies of all appropriate documents upon BROKER's request.
2. CARRIER also represents and warrants all CARRIER's drivers transporting hazardous materials or waste (a) are properly trained and qualified under all applicable Federal and state laws, including, as example, 49 CFR §§ 172.700 and 177.800, and (b) have the proper endorsements on their Commercial Driver's License to transport such shipments.
3. CARRIER shall comply with all Federal, state, and local laws regarding the transportation of hazardous materials or waste, including, as example, 49 CFR Parts 172 and 397.
4. If CARRIER is requested to transport hazardous materials or waste for which CARRIER must maintain \$5 million (\$US) liability coverage under 49 CFR § 387.9, CARRIER shall procure and maintain, at its sole expense, public liability and property damage insurance from a reputable and financially responsible insurance company authorized to do business in all states in which the goods will move and whose most current rating by A.M. Best is a B+ or better insuring CARRIER for at least \$5 million (\$US) per occurrence. Such insurance shall name CARRIER and BROKER as insureds for any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release or discharge of a hazardous substance, arising out of or in any way related to CARRIER's transportation.
5. By signing below CARRIER specifically acknowledges that this Appendix A is a part of the Transportation Brokerage Agreement to which it is attached and is fully enforceable against CARRIER according to its terms.

Dated this _____ day of _____, 20__.

"CARRIER"

List individual's name as company when applicable.

CARRIER

COMPANY: _____

AUTHORIZED

SIGNATURE: _____ **X**

Print Name: _____

Print Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

FID#: _____

USDOT#: _____