



QUALITY TRANSPORTATION SERVICES, INC.

4510 SW Darwin Boulevard • Port St. Lucie, FL 34953
(866) 788-5503 • (772) 873-0545 • Fax: (772) 873-0677

Please include with the signed Broker – Carrier Agreement your carrier Authority, W9, and Cargo/Liability Insurance.

Thank you

QUALITY TRANSPORTATION SERVICES, INC.

4510 S.W. Darwin Blvd. Port Saint Lucie, FL. 34953

Ph: 772-873-0545 Fax: 772-873-0677

This Agreement is entered into this _____ day of _____, 20____, by and between Quality Transportation Services, Inc. ("QTS") and ("Carrier"), Permit/Certificate No. MC_____.

1. QTS DUTIES AND RESPONSIBILITIES.

- A. Shipments, Billing & Rates. QTS agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of Carrier and QTS. QTS shall inform Carrier of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements of which QTS has been timely notified.
- B. QTS agrees to conduct all billing services to shippers. Carrier shall invoice only QTS for its charges, as mutually agreed in writing, and as may be contained in QTS's Load Confirmation Sheets.
- C. Payment. The parties agree that QTS is the sole party responsible for payment of Carrier's charges. Carrier will assert no claims for payment of freight charges or accessorial charges against Shipper, Broker or Consignee, is hereby estop from doing so, and unconditionally waives its recourse and any potential rights to assert recourse against said parties by executing this document.

2. CARRIER DUTIES AND RESPONSIBILITIES.

- A. Equipment. Carrier agrees to provide the necessary equipment and qualified personnel for completion for the transportation services required for QTS and/or its customers.
- B. Bills of Lading. Carrier shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 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, signed or delivered) and responsible/liable shall continue until delivery of the shipment to the consignee and consignee sign the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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 and Damage Claims. (i) Carrier shall comply with 49 C.E.R. §370.1 et seq. and any amendments and/or any other applicable regulations of the Federal Motor Carrier Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims; (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; and (iii) Neither Party shall be liable to the other for consequential damages without prior written agreement.
- D. Insurance. Carrier shall furnish QTS with Certificate(s) of insurance, or insurance policies providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed subject to the following minimum limits: Trucker's Form Auto Liability insurance (\$1,000,000), including owned, hired, and non-owned vehicles; Cargo insurance (\$100,000), without exclusions or restrictions; Workers Compensation, unemployment, and disability insurance, as necessary by state, from an insurance carrier approved by each state in which services are performed hereunder. Carrier shall cause its insurance carrier to name QTS as an additional named insured under both the Trucker's Form Liability Insurance and the Cargo Insurance. Carrier assigns to QTS all rights to file, collect and control any claims in accordance with rights under that of an additional insured entity in the case that QTS is not listed as an additional insured on Carrier's Cargo Policy.
- E. Carrier does hereby irrevocably and unconditionally indemnify and agree to defend and hold QTS, Inc., its employees, officers, directors, shareholders, agents, successors, and assigns (collectively "QTS") harmless from and all claims, actions, suits, proceedings, damages (including consequential, incidental,

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indirect, punitive and/or special damages), expenses (including attorney's fees at all levels and court costs), liabilities, fines, and all other obligations including, without limitation, third party claims for cargo damages, loss or theft, workers compensation, unemployment and disability claims; and any personal injury or property damage claims, which QTS may incur or be exposed to as a result of the Carrier's carrying out of in transportation services under its agreement with QTS.

3. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier under authority issued by the Federal Motor Carrier Safety Administration, or its predecessors, within the U.S. Department of Transportation;
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of QTS;
- D. Will notify QTS immediately if Carrier's federal Operating Authority is evoked, suspended or rendered inactive for any reason; and/or if Carrier is sold, or if there is a change in control of ownership of Carrier, and/or any of its insurances required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason;
- E. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify QTS in writing immediately if safety rating is changed to "Unsatisfactory" or "Conditional";
- F. Authorizes QTS to invoice all freight charges to shipper, consignee or third party responsible for payment;
- G. Has investigated monitors and agrees to conduct business hereunder based on the creditworthiness of QTS and is granting QTS credit terms accordingly.

4. MISCELLANEOUS.

- A. Independent Contractor. It is understood and agreed that the relation between QTS and Carrier is that of independent contractor and that no employer/employee relationship exists, or is intended.
- B. Waiver of Provisions. 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.
- C. Dispute. In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the party's sole recourse (except as provided below) shall be arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA) or Transportation ADR Council, Inc. (ADR) at QTS's sole discretion. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief. Venue for such action shall be in Florida.
- D. No Solicitation. It is hereby agreed and understood that the Carrier shall not at any time for a period of six months after ship date, solicit directly or indirectly any shippers, consignees or third parties to any freight tendered to carrier by QTS. Solicitation shall be defined as asking the shipper, consignee or any third party for the opportunity to do business with them directly. If a dispute should arise, both parties agree to tender the issue to the Transportation Broker Conference of America ethics committee. The rules, procedures and format outlined in the arbitration agreement will be applied and a binding but impartial decision will be made. If this agreement is violated carrier agrees to pay QTS a 10% commission for the period of three years on all freight emanated from any of QTS's shippers, consignees or third parties.
- E. Modification of Agreement. This Agreement may not be amended, except by mutual written agreement.
- F. Notices. All notices provided or required by this Agreement shall be made in writing and delivered to the addresses shown below.

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- G. 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) days 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.
- H. 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.
- I. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- J. Choice of Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Florida.
- K. Entire Agreement. No promises of any kind have been made by QTS or any third party to induce Carrier to execute this Agreement and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal and written prior agreements, arrangements and understanding relating to the subject matter stated herein. 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 the Agreement.

IN WITNESS WHEREOF, WE HAVE SIGNED THIS Agreement the date and year first shown above.
(QTS) (Carrier)

Quality Transportation Services, Inc.

Company Name: _____

By: _____

Sign Name: _____

Name:

Print Name: _____

Title:

Title: _____

Address: 4510 SW Darwin Blvd.
Port Saint Lucie, FL. 34953

Address: _____

Phone: (772) 873-0545

Phone: _____

Fax : (772) 873-0677

Fax: _____

Email : Noel@qualitytsi.com
Jr@qualitytsi.com

Email: _____

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HOLD HARMLESS/INDEMNIFICATION AGREEMENT

_____ ("Carrier"), does hereby irrevocably and unconditionally indemnify and agree to defend and hold Quality Transportation Services, Inc., its employees, officers, directors, shareholders, agents, successors and assigns (collectively "QTS") harmless from and against all claims, actions, suits, proceedings, damages (including consequential, incidental, indirect, punitive and/or special damages), expenses (including attorneys' fees at all levels and court costs), liabilities, fines, and all other obligations including, without limitation, third party claims for cargo damage, loss or theft; workers compensation, unemployment and disability claims; and any personal injury or property damage claims, which QTS may incur or be exposed to as a result of the Carrier's carrying out of its transportation services under its agreement with QTS.

QTS shall give Carrier written notice of any claim, demand, action, controversy, investigation or suit (accompanied by a copy thereof) which may give rise to a claim for indemnification hereunder within fifteen (15) business days of QTS' receipt thereof. Carrier shall have the right to undertake the defense thereof within ten (10) days of the date QTS delivers such written notice to Carrier, then QTS shall have the right to undertake the defense, compromise or settlement thereof at the sole risk, loss and expense of Carrier.

Any Exceptions to this hold harmless/indemnification must be in writing signed by both parties hereto.

QUALITY TRANSPORTATION SERVICES, INC.

Carrier: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

1810-373-233
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No Back-Sell Agreement

It is hereby agreed and understood that the carrier shall not at any time for a period of six (6) months after ship date, solicit directly or indirectly any shippers, consignees or third parties to any freight tendered to carrier by Quality Transportation Services, Inc.

Solicitation shall be defined as asking the shipper, consignee or any third party for the opportunity to do business with them directly.

If a dispute should arise, both parties agree to tender the issue to the Transportation Broker Conference of America ethics Committee. The rules, procedures and format outlined in the arbitration agreement will be applied and a binding but impartial decision will be made.

If this agreement is violated carrier agrees to pay Broker a 10% commission for the period of three (3) years on all freight emanated from any of Brokers shippers, consignees or third parties.

Agreed this _____ day of _____, 20____

Carrier Representative

Quality Transportation Services Inc.

Carrier Name

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. citizen or other U.S. person (defined below).

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. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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 you 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. 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. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,