



TRANSPORTATION BROKERAGE AGREEMENT

This agreement made on the _____ day of, 20__ , by and between _____, herein referred to as "carrier", M.C. # _____ and Backhaul Direct LLC., M.C. #500860, herein referred to as "broker". Carrier and broker agree as follows:

1. The term of this agreement is one year. Early termination by either party must be provided in writing thirty days prior to cancellation. Otherwise, the agreement will automatically renew for successive one-year periods.
2. Carrier warrants that equipment and personnel used to provide services shall be in compliance with all laws and regulations of the United States Department of Transportation, as well as states and provinces in which services are to be provided.
3. Carrier shall be solely responsible for the freight from the time it is loaded into the truck until it is offloaded by the consignee. Carrier shall be liable for any loss, damage, delay, claim, or theft of the freight.
4. 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.
5. 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.
6. Carrier shall transport broker's shipments without delay and immediately notify broker of any likelihood of delay, incident, or circumstance that will prevent or delay delivery to the consignee.
7. 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 broker and the customer for any such loss or damage, including reasonable attorneys' fees.
8. If, through no fault of the carrier, a shipment cannot be delivered due to consignee rejection, the carrier shall use its best efforts to immediately notify the broker that delivery cannot be made and request instructions. Notification may be made by telephone, but must be confirmed in writing. Carrier must allow up to 48 hours for instruction of rejected goods. If after 48 hours the carrier does not receive instructions from broker, carrier may store the goods in a commercially reasonable manner in a facility of the carrier, subject to a reasonable charge for storage made in writing and agreed to by broker. If carrier has notified the broker in writing of this intention and if the carrier and broker agree in writing, the goods may be removed and stored in a commercially reasonable manner in an appropriate facility, subject to a reasonable charge, at the expense of the broker.
9. Broker agrees to pay carrier for the transportation of freight moved under this agreement according to rates mutually agreed upon at the time of booking. In addition, confirmation of verbally agreed rates

shall be made by the carrier's billing and broker's payment thereof. If broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless carrier indicates to the contrary to broker within sixty days of receipt of payment. All modifications and additions to the rates made either in writing, or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills shall be deemed appendices to and considered a part of the rate agreement.

10. Carrier's rate shall be all inclusive of total charges on a specific transaction. All requests by the carrier for any additional payment will be allowed only if the carrier receives written confirmation from the broker for said charges.
11. Carrier agrees that broker is the sole party responsible for payment of carrier's invoices and that, under no circumstance, will carrier seek payment from the shipper or consignee.
12. Carrier shall provide broker with a copy of shipper's signed bill of lading and delivery receipt. Broker agrees that it will pay all such freight bills within thirty days of receipt, provided there was good and timely delivery of the cargo, and neither shipper nor consignee has notified broker of any claim arising from the haul.
13. Carrier must provide broker with thirty days notice prior to cancellation of certificate of insurance.
14. Carrier agrees that broker's compensation for its services are confidential and need not be disclosed to customer. Carrier further agrees it will not reveal the terms of this agreement, the pricing of transportation services, or any other details of the business conducted between carrier and broker to other parties.
15. This agreement represents the entire agreement between the parties and shall only be amended in writing signed by both parties. This contract shall supersede all prior agreements, written and oral, including the bill of lading. The parties agree that this agreement was entered in the city of Indianapolis, state of Indiana, which shall have jurisdiction and venue for any litigation arising from this agreement. Carrier agrees to pay all broker's costs of enforcing this agreement including its attorney's fees.
16. Carrier agrees to support and protect broker's efforts in performance of this agreement by refraining from any direct contact or solicitation of broker's customers. During the term of this agreement and for a period of two years after, carrier shall not solicit or do business of a transportation nature with any of broker's customers serviced by carrier. If breached, carrier shall be liable to broker for all of broker's lost income (past, present, and future).
17. Carrier shall be held liable for any expenses incurred by broker due to the breach of this agreement.
18. All services performed under this agreement shall be performed as a contract carrier.
19. Carrier shall be liable for all worker's compensation insurance claims.
20. The signor of this agreement represents that he/she has authority to do so on behalf of the carrier.
21. Carrier is strictly forbidden from "Double Brokering" loads tendered under this agreement. "Double Brokering" is defined as using substitute services of any kind. Loads are to be performed on carriers equipment ONLY. Any carrier found guilty of violating this clause shall not be paid.

Carrier Representative: _____

Address: _____

Title: _____

Broker: Backhaul Direct LLC.
47 South Meridian St
Suite 300
Indianapolis, IN. 46204



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
October 15, 2004

LICENSE
MC-500860-B
BACKHAUL DIRECT, LLC
D/B/A BACKHAUL DIRECT
INDIANAPOLIS, IN

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 applicant 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



General Info and Credit References:

Backhaul Direct
47 S Meridian Street
Suite 300
Indianapolis, IN 46217

Phone: 317-780-8630
Toll Free: 800-518-1664
Fax: 317-780-8631

FEIN:20-1602556

MC: 500860-B
SCAC Code: BHDR

Surety Bond: Pacific Financial Association
(480) 905-1818

Banle Fifth Third Bank
Indianapolis, IN
Phone: 317-881-8622

Compunet Credit Service
As of May. 01, 2005 average day to pay **28**
(800) 872-3748 x230

Recent Credit References:

Smyczak Trucking, North Branch, MI

Phone: (810) 688-2589
Fax: (810) 688-2192

Hoosier Tradewinds, Carmel, IN

Phone: (317) 848-6248
Fax (317) 819-0970

P&B Trucking, Decatur, IN

Phone: (260) 728-4314
Fax (260) 728-4068

Hiner Transport, Huntington, IN

Phone: (800) 860-5055
Fax: (260) 356-0455



BACKHAUL DIRECT
47 S. Meridian St. Suite 300
Indianapolis, IN. 46204
PHONE: (800) 518-1664 (317) 780-8630
FAX: (317) 974-9132
WEBSITE: <http://www.backhauldirect.com>

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Backhaul Direct. We offer excellent opportunities to increase your business through our competitive rates, prompt settlements, and large network of customer associates. To expedite the approval process, please note the following items that are necessary to complete the process:

A **SIGNED** insurance certificate sent from your agent. Non-receipt of this certificate or a certificate copy submitted by you will result in an "unapproved" status.

OTHER INFORMATION:

_____ Canadian authorities held by your company
_____ Haz-Mat registration if held by your company

***** U.S. Coverage Required:**

Auto Liability (minimum \$1,000,000 policy- US funds)
Cargo Liability (minimum \$100,000 policy- US funds)

***** Canadian Coverage Required:**

Auto Liability (minimum \$2,000,000 policy- US fund equivalent)
Cargo Liability (minimum \$200,000 policy- US fund equivalent)

VERY IMPORTANT: Please list certificate holder exactly as follows:

**Backhaul Direct, LLC
Attn: Carrier Relations
47 S. Meridian St.
Suite 300
Indianapolis, IN. 46204**

It is required that Backhaul Direct be named as ADDITIONAL INSURED or CERTIFICATE HOLDER with a 30-day cancellation notice.

**** PLEASE NOTE: The certificate must be signed. ****

If you have any questions, please call us at (800) 518-1664. **Please return the requested information by fax to (317) 780-8631.** Thanks in advance for your time and promptness in handling this request.

FMCSA Motor Carrier

USDOT Number:
Docket Number: **MC500860**
Legal Name: **BACKHAUL DIRECT, LLC**
DBA (Doing-Business-As) Name **BACKHAUL DIRECT**



Addresses

Business Address: **47 S MERIDIAN ST SUITE 300
INDIANAPOLIS, IN 46204**
Business Phone: **(800) 518-1664** Business Fax: **Fax: (317) 974-9139**
Mail Address:
Mail Phone: Mail Fax: Undeliverable Mail: **NO**

Authorities:

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES

Blanket Company: **ALL AMERICAN AGENTS OF PROCESS**

Comments:

Active/Pending Insurance:

Form: 85	Type: TRUST FUND	Posted Date: 10/11/2004
Policy/Surety Number: NONE	Coverage From: \$0	To: \$10,000*
Effective Date: 10/11/2004	Cancellation Date:	

Insurance Carrier: **PACIFIC FINANCIAL ASSOCIATION, INC.**
Attn: **J. PENNY LARSON, PRESIDENT**
Address: **12707 HIGH BLUFF DR. ST. 220
SAN DIEGO, CA 92130 US**
Telephone: **(800) 595 - 2615** Fax: **(623) 209 - 2610**

Note:

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund).

The carrier may actually have higher levels of coverage.

FMCSA Motor Carrier

USDOT Number:

Docket Number: **MC500860**

Legal Name: **BACKHAUL DIRECT, LLC**

DBA (Doing-Business-As) Name **BACKHAUL DIRECT**



Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Rejected:			
Received:					
Rejected Reason:					

Insurance History:

Form:	Type:	Coverage From	\$0	To:	\$0
Policy/Surety Number:		To:	Disposition:		
Effective Date From:					

Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	10/15/2004

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason



April 17, 2008

GREG HARRIS
BACKHAUL DIRECT
47 S MERIDIAN ST STE 300
INDIANAPOLIS, IN 46204-3558

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **BHDR** has been renewed for:

BACKHAUL DIRECT
47 S MERIDIAN ST STE 300
INDIANAPOLIS, IN 46204-3558
MC-500860

This Alpha Code will apply only to the company name shown above through June 30, 2009. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information by email (preferred) as a PDF or TIF attachment, or fax to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
7681 Boston Blvd., Beauregard 1st Fl Wing A
Springfield, VA 22153
AMS.SCAC@DHS.GOV
Fax 703.650.3650

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810



Backhaul Direct, LLC Carrier Shipment Confirmation – Quick Pay

Payment Terms: At Backhaul Direct we know how expensive it is to run a trucking company. We also feel that carriers should be paid fairly, quickly, and in full upon delivery. Generally, we pay our carriers inside of just 20 days, but if you're in need of a Fuel Advance or Quick Pay we are pleased to offer this option to our qualified carriers. **PLEASE NOTE THAT NO FIRST TIME CARRIERS WILL QUALIFY FOR AN ADVANCE.**

___Advances - BHD offers its carriers the opportunity to take advances on payment after loading. A Com-check after loading will be given at the following rate: 40% of the negotiated rate less 5% or \$20 fee, whichever is greater. Please note that loading advances will only be given after verification with the shipper or a clean BOL has been faxed.

___Quick Pay Option #1 (Regular mail by next business day) – Upon evidence of faxed Proof of Delivery, both faxed and followed up by verification phone call to consignee.. BHD will mail the carrier a check for the billed rate less 3% or \$20 fee, whichever is greater, by the following business day via the US Postal Service.

___Quick Pay Option #2 - (FedEx same day if received by 13:00) – Upon evidence of faxed Proof of Delivery by 13:00, both faxed and followed up by verification phone call to consignee.. BHD will expedite the carrier a check for the billed rate less 3% or \$20 fee, whichever is greater, plus an additional \$25 handling fee the same business day via UPS or FedEx.

___Quick Pay Option #3 - (Com-check same day) - Upon evidence of faxed Proof of Delivery, both faxed and followed up by verification phone call to consignee.. BHD will issue the carrier a commcheck for the total billed rate less 5% or \$20 fee, whichever is greater.

Please initial your payment option above and fax back to BHD @ 317-780-8631

Load Number: _____

Carrier Name: _____ Date _____

Authorized Carrier Representative: _____