

Dash Logistics

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LOGISTICS-CARRIER AGREEMENT

This contract (the "Contract") is made between Dash Logistics whose principal place of business is located at 1208 Beall Lane, Central Point OR 97502, (hereinafter referred to as "LOGISTICS PROVIDER") and Independent Carrier, [REDACTED (name)], whose principal place of business is located at [REDACTED (address)] (hereinafter referred to as "IC"), and is effective [REDACTED (date)]

WHEREAS, LOGISTICS PROVIDER is a provider of freight logistics / LOGISTICS PROVIDER services arranging for the transportation and/or delivery of freight by qualified independent carriers; and

WHEREAS, IC represents that it is engaged in an independently established trade, occupation or business and is duly authorized to operate as a for hire independent carrier of property under federal and/or state law, as applicable to the vehicle weight class(es), goods transported and geographies serviced by IC (hereinafter referred to as "Carrier Services"); and

WHEREAS, LOGISTICS PROVIDER wishes to arrange and procure on behalf of its customers carrier services for the transportation of its customers' goods to and from points of origin and destination as designated by LOGISTICS PROVIDER's customers and pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LOGISTICS PROVIDER and IC agree, as follows:

1. Services Covered.

(a) IC agrees to pick up and/or deliver freight (i.e. packages, parcels, merchandise and other freight shipments subject to the terms and conditions set forth herein, as required by Customers of LOGISTICS PROVIDER.

(b) IN PERFORMING THE SERVICES DESCRIBED IN THIS CONTRACT IC UNDERSTANDS AND AGREES THAT IT SHALL BE AND REMAIN AT ALL TIMES AN INDEPENDENT CARRIER IN FACT AND LAW. IC IS NOT AN EMPLOYEE OF LOGISTICS PROVIDER OR LOGISTICS PROVIDER'S CUSTOMERS.

This specifically means that IC shall be responsible for the manner and means of securing the end result of the provision of services under this Contract and shall use its own independent judgment and discretion for the most effective and safe manner in conducting pick-up and delivery services. LOGISTICS PROVIDER shall exercise no direct control over IC, nor the method or means used by IC in the performance of such services, including the selection of routes and the order of deliveries. It is the sole responsibility of IC for completing each specific delivery accepted from LOGISTICS PROVIDER and for any failure of performance. Abandonment of route, failure to either pick-up or deliver per Customer's instructions and similar failures may result in immediate termination of this Contract.

2. Manner of Performance of Service.

(a) IC agrees to provide and maintain a suitable and legally authorized vehicle for the performance of Carrier Services under this Contract and represents and warrants that it will always have adequate transportation to complete all jobs it accepts.

(b) IC is responsible for and shall pay all operation costs and expenses including, but not limited to, fuel, repairs, motor vehicle insurance, maps, hand truck, rope and all other equipment or supplies, in performing the services covered by this Contract. The parties agree that LOGISTICS PROVIDER is not responsible for IC's maintenance or other operational expenses. IC understands and agrees that LOGISTICS PROVIDER shall not reimburse IC for any such operation costs or other expenses.

(c) As may be required by applicable law, regulation or certain requirements of Logistics Providers customers to permit Carrier Services to be performed, IC shall submit to any background check, drug test (random or otherwise), or other requirement at the reasonable request of the party so requiring it. IC agrees to pay for any and all costs associated with such law, regulation or requirements.

(d) LOGISTICS PROVIDER may from time to time notify IC of available freight pick-ups or deliveries. In the event IC chooses to accept such available freight pick-ups or deliveries, IC shall immediately notify LOGISTICS PROVIDER of such acceptance. LOGISTICS PROVIDER may offer the pick-ups or deliveries to other ICs. LOGISTICS PROVIDER neither has, nor reserves, any right or power to exercise any direction, control, or determination over when IC shall work. IC shall be free to set its own work schedule.

(e) If accepted, IC agrees to perform all freight pick-ups and deliveries in a timely, efficient and safe manner. IC will also be solely responsible for completion of the pick-up or delivery as provided for herein. IC shall follow all procedures as set forth by the Customer, law or regulation. In addition, depending upon the nature of the product being picked-up or delivered, IC further agrees that upon acceptance of said pick-up or delivery, IC will deliver or pick up the product. IC may designate a subcontractor or hire its own employee to execute a delivery or pick-up provided that said person (i) meets the same standards, criteria and qualifications as IC which are provided in this Contract and (ii) is covered by the applicable insurance coverages detailed herein and paid for and provided by IC.

(f) IC agrees to provide its own communication device.

(g) Because of the security and safety concerns of various Customers due to the heightened level of security in the United States, IC agrees to prominently wear an identification badge in accordance with any requirements of LOGISTICS PROVIDER'S customers for rendering services.

(h) IC agrees to faithfully and diligently devote its best efforts, skills and abilities to comply with the Customer's requirements.

(i) IC represents and warrants that IC is not presently charged with a criminal offense and that IC has not been convicted of a felony within the past ten years.

(j) IC understands that IC may be involved in the transportation and delivery of sensitive material, and, as a result, IC agrees that if IC or IC's designee converts any freight, this Contract shall be considered immediately terminated.

(k) IC agrees that it will not transport or permit in its vehicle(s) passengers that have not met the criteria in this Contract applicable to the IC while rendering services to Customers.

(l) IC will provide on a regular basis all the information to LOGISTICS PROVIDER for payment of IC's Carrier Services hereunder. This information will be provided by invoices generated by IC's carrier business. IC will be paid based on clear and complete invoices only.

(m) IC agrees to use delivery manifests required by LOGISTICS PROVIDER for invoicing purposes. If elected by IC, IC may purchase delivery manifests through LOGISTICS PROVIDER; there will be a charge for the delivery manifests, which amount can be deducted from IC's settlement.

(n) IC will comply with all Customer pick-up and delivery instructions communicated to it, including the obtaining of signatures and instructions not to leave unattended packages. If there is any question about Customer's instructions, IC shall promptly contact LOGISTICS PROVIDER.

(o) IC agrees to provide all necessary documentation requested by LOGISTICS PROVIDER and/or Customer to support Customer invoicing. IC understands that all such requested documentation must accurately reflect the date, time and description of items delivered or picked up. IC will promptly call in all pick-ups and deliveries, if this is a Customer requirement, and LOGISTICS PROVIDER will record them.

3. **Benefits.** IC FURTHER UNDERSTANDS AND AGREES, DUE TO ITS STATUS AS AN INDEPENDENT CARRIER AND INDEPENDENT CONTRACTOR ENGAGED IN ITS OWN INDEPENDENTLY CONTROLLED AND OPERATED BUSINESS, THAT IC IS NOT ELIGIBLE FOR, NOR SHALL PARTICIPATE IN, ANY LOGISTICS PROVIDER PENSION PLAN, HEALTH OR DISABILITY PLAN, OR OTHER INSURANCE OR FRINGE BENEFIT PLAN OF ANY KIND.

4. **Compensation.**

(a) IC shall be compensated for each pick-up or delivery by receiving rates based on addendum A by LOGISTICS PROVIDER. LOGISTICS PROVIDER will collect amounts due from Customers and pay IC the amount due based on billings collected in accordance with the settlement separately negotiated between LOGISTICS PROVIDER and IC. These rates will be negotiated and agreed to. In the event of a service failure attributed to IC's performance, IC agrees to be subjected to a proportional loss of compensation as set forth in the separately negotiated agreement for settlement. IC acknowledges that in order to be compensated for pick-ups and deliveries, all required documents, including but not limited to, manifests shall be promptly completed and turned into LOGISTICS PROVIDER's office as negotiated.

(b) As an independent contractor, IC is solely responsible for filing and paying all necessary federal, state and local taxes and returns, including, but not limited to, the timely payment of estimated income taxes and self-employment taxes. In particular, IC will not be treated as an employee with respect to any services for federal, state or local tax purposes, and agrees, represents and warrants that it is an independent contractor engaged in an independently established trade, occupation or business and is responsible for all of its business taxes and agrees to pay them to the respective governmental entities and to hold harmless, defend and indemnify LOGISTICS PROVIDER therefrom. IC is required to and will submit a completed IRS Form W-9 before commencement of its business services and will receive an IRS Form 1099 at the end of each tax year.

(c) If IC disputes its settlement or the billing to the customers, IC must bring its documented records to the attention of LOGISTICS PROVIDER within seven (7) days of the applicable settlement so that the billing can be corrected to the Customer and IC's settlement can be corrected, or else any discrepancy is waived.

5. **Insurance.**

(a) **Vehicle Insurance.** IC shall maintain, at its sole expense, commercial auto insurance. IC understands that allowing this policy to lapse shall be considered immediate default of this Contract and cause for termination of this Contract. Such policy shall, at a minimum, have the following coverage limits: \$100,000 / \$300,000 Liability. IC agrees to notify LOGISTICS PROVIDER immediately if notice of cancellation is received or non-renewal takes place. An up-to-date policy face page must be on file with LOGISTICS PROVIDER at all times. LOGISTICS PROVIDER is to be listed as an additional insured on the policy.

(b) **WORKERS' COMPENSATION INSURANCE.** IC SHALL NOT BE COVERED BY LOGISTICS PROVIDER'S WORKERS' COMPENSATION INSURANCE BECAUSE IC IS ENGAGED IN AN INDEPENDENTLY ESTABLISHED TRADE, OCCUPATION OR BUSINESS AND IS NOT AN EMPLOYEE OF LOGISTICS PROVIDER. **IC ASSUMES THE RESPONSIBILITIES OF AN EMPLOYER FOR THE PERFORMANCE OF THE SERVICE PERFORMED PURSUANT TO THIS CONTRACT AND WILL PROVIDE WORKERS' COMPENSATION INSURANCE COVERAGE TO THE IC'S EMPLOYEES, IF ANY.**

(c) Should IC elect worker's compensation rejection, as may be allowable under applicable state statutory requirements, or have allowable rejection due to employee count under state statutory requirements, IC shall obtain and maintain at all times an occupational accident policy with a minimum benefit level of: (i) medical limit of \$500,000; (ii) weekly Temporary and Total Disability Benefit and Permanent Total Disability Benefit of \$500 per week for no shorter than 104 weeks; and (iii) an accidental death survivors benefit of \$200,000. The occupational accident coverage shall be accompanied by a Contingent Liability policy in favor of LOGISTICS PROVIDER, affording coverage and limits mutually acceptable to IC and LOGISTICS PROVIDER, and confirmed in writing by both. A true copy of either (1) a worker's compensation insurance policy, or (2) an occupational accident insurance policy and related contingent liability policy, in the name of IC and listing all of IC's drivers providing services hereunder, shall be on file with LOGISTICS PROVIDER or LOGISTICS PROVIDER's designee at all times. IC will defend, indemnify and hold harmless LOGISTICS PROVIDER from any workers' compensation claim or any other claim arising out of an accident or injury while performing transportation services of either it or any of its drivers or others who may be employed by IC.

(d) Unemployment Insurance. IC acknowledges it is not a broker or logistics provider and represents and warrants that it will not become one while operating as an IC under this Contract. Rather, IC acknowledges that its provision of delivery services is performed outside the usual course of business of LOGISTICS PROVIDER, and IC will remain so for the duration of this Contract. IC ACKNOWLEDGES IT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE, AND THAT TO THE EXTENT IC WANTS TO BE COVERED FOR THE SAME, IC WILL PROCURE ITS OWN INSURANCE OF THAT TYPE. IC will defend, indemnify and hold harmless LOGISTICS PROVIDER from any unemployment insurance claim of either it or any of its drivers or others that may be employed by IC.

6. State Specific Provisions.

The following provisions apply to the extent IC does business or provides services to Contractor or Contractor's Clients in these states.

Oregon: In compliance with ORS § 670.600, IC acknowledges and warrants the following:

- (1) IC maintains a business location that is separate from the business or work location of the LOGISTICS PROVIDER and LOGISTICS PROVIDER's Customers. The location of the business of IC is [REDACTED]. In the event this business location is a portion of a residence, IC warrants that said portion is used primarily for the business of IC.
- (2) IC bears the risk of loss related to its business and the provision of services pursuant to this Contract. IC expressly warrants the services provided pursuant to this Contract and specifically agrees to correct unsatisfactory service or defective work.
- (3) This Contract is not an exclusive engagement and IC is free to provide services to other LOGISTICS PROVIDERS, customers and the public.
- (4) IC has made a significant investment in its business, through means such as purchasing a vehicle, tools and other equipment necessary to provide the services; and paying for licenses, certificates or specialized training required to provide the services.

- (5) IC has the authority to engage subcontractors or hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

In case of incorporation: If IC is a director or officer of a corporation and claims exemption from Utah Workers Compensation Act, in accordance with Utah Code 34A-2-104, IC will provide LOGISTICS PROVIDER a copy of its statutory exclusion endorsement. If IC has not obtained a statutory exclusion endorsement, IC shall promptly obtain, execute and file with the Utah Workers Compensation Commission an Application for Statutory Exclusion Endorsement (Form WC 4303-01). If IC has obtained a statutory exclusion endorsement, IC shall provide LOGISTICS PROVIDER a copy of its Occupational Accident Insurance Policy.

7. Defense and Indemnity. IC agrees to defend, indemnify, and hold harmless LOGISTICS PROVIDER from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with the actions of IC and/or IC's employees and subcontractors arising from the performance of its services under this Contract, including, but not limited to: abandonment of route, damage to property, missing property and personal injury or death to any person, including IC and/or IC's employees and subcontractors. IC further agrees to defend, indemnify and hold harmless LOGISTICS PROVIDER from any loss, cost or expense in the event of any loss, damage or destruction of the items or personal property that IC obtains in possession of or in the performance of this Contract. LOGISTICS PROVIDER shall have the right independently to take whatever action it may deem necessary, including hiring counsel of its choice, in its sole discretion, to protect or defend itself against any threatened action subject to defense and indemnification. IC's obligations hereunder shall include advancing the cost of defense as well as the payment of any Judgment rendered against LOGISTICS PROVIDER.

8. IC Business.

(a) It is expressly agreed that IC is an IC. IC will not be considered an employee of LOGISTICS PROVIDER for any purpose whatsoever. LOGISTICS PROVIDER neither has nor reserves any right of power to exercise any direction, control or determination over the manner, means or methods of IC's business activities and objectives in operating its business.

(b) IC agrees not to hold itself out as an employee or partner of LOGISTICS PROVIDER, nor as having authority to represent LOGISTICS PROVIDER, but only as an IC for the purpose of performing services for LOGISTICS PROVIDER's Customers under this Contract. IC has no power or authority to incur any debt, obligation or liability on behalf of LOGISTICS PROVIDER or Customer.

(c) As IC is engaged in an independently established trade, occupation or business as a carrier, LOGISTICS PROVIDER neither has nor reserves the right to restrict IC from being concurrently or subsequently engaged in providing other delivery services or engaging in any other occupation or business.

(d) IC shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to IC's performance of services under this Contract.

(e) IC expressly represents and warrants that it has all city, county and/or state business licenses, permits and accounts required to operate an independently established trade, occupation or business. IC will provide true copies documenting compliance with this provision upon request of LOGISTICS PROVIDER.

(f) IC further expressly represents and warrants that it has all city, county and/or state motor vehicle carrier permit or other transportation licensing required to operate as a courier in the cities,

counties and states where it operates. IC will provide true copies documenting compliance with this provision upon request of LOGISTICS PROVIDER.

9. Pricing. It is understood that LOGISTICS PROVIDER, as a LOGISTICS PROVIDER Company, has the sole and exclusive right to set or change the delivery and pick-up charges and prices from time-to-time.

10. Confidentiality. Except upon order of government authority having jurisdiction, IC agrees that it shall not disclose to third parties any of LOGISTICS PROVIDER's proprietary information or trade secrets learned, nor use, either directly or indirectly, any of this information for proprietary gain. IC understands that for 1099 reporting purposes and otherwise, LOGISTICS PROVIDER will have access to confidential information of IC. IC consents to the disclosure of this information to any governmental or subpoenaing party.

11. Confidential/Sensitive Information. During the course of the business relationship between IC and LOGISTICS PROVIDER, IC may learn confidential information or trade secrets of LOGISTICS PROVIDER or Customer. IC agrees not to use any of such information for any purpose, including but not limited to, soliciting Customers and agrees to keep all such information confidential.

12. Term and Termination Provisions. This Contract is for an initial term of 30 days. At the end of the initial term, this Contract shall automatically renew on a month-to-month basis unless either party gives the other thirty (30) days advanced written notice of intent to terminate. This Contract may be unilaterally terminated without cause at any time by either party giving the other party at least thirty (30) calendar days written notice of such termination. Either party may terminate this Contract immediately with cause upon default or some other material breach.

13. Right to Rescind Contract. This Contract may be rescinded by either party, without penalty, within 72 hours after execution hereof. Such notice of rescission shall be in writing and sent by Certified Mail, Return Receipt Requested.

14. Governing Law. This Contract and all rights and obligations of the parties shall be construed in accordance with the laws of where LOGISTICS PROVIDER is headquartered, and any action shall be commenced in that jurisdiction in the closest state court. LOGISTICS PROVIDER's rights shall inure to the benefit of its successors and assigns.

15. Arbitration and Class Waiver. LOGISTICS PROVIDER and IC agree that any demand, assertion, or claim or cause of action for money, property, enforcement of a right, or equitable relief by and between the PARTIES shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (except as may be modified by this Arbitration Agreement), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, if necessary. The PARTIES' agreement to arbitrate encompasses statutory claims, including but not limited to allegations of misclassification or wage and hour violations, and any dispute arising out of or relating to this Agreement. In the event of a misclassification dispute, the PARTIES expressly agree to use the commercial rules until a determination of employment statute has been made. The Commercial Arbitration Rules are available at www.adr.org. The provisions of this Arbitration Agreement will remain in force after the PARTIES' contractual relationship ends. **BY AGREEING TO ARBITRATE ALL DISPUTES CONTEMPLATED BY THIS ARBITRATION AGREEMENT, IC AND LOGISTICS PROVIDER AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION BEFORE AN ARBITRATOR AND NOT BY WAY OF COURT OR JURY TRIAL.**

- a. **APPLICATION TO EXISTING CLAIMS AND CONTROVERSIES.** This Arbitration Agreement is intended broadly to apply to all covered controversies (subject to the exceptions in Paragraph 13(d)), including those arising prior to and after the Effective Date.

- b. **MAKING A DEMAND FOR ARBITRATION.** Any demand for arbitration under this Arbitration Agreement must be submitted to a regional office of the AAA for processing and administration, and a copy of any such demand shall be simultaneously sent to the other party. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.
- c. **ENFORCEABILITY.** Except as noted in Paragraph 15(d), the Arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the formation, enforceability, applicability, or interpretation of this Arbitration Agreement, including without limitation any claim that this Arbitration Agreement is void or voidable. Thus, except as noted in Paragraph 15(d), LOGISTICS PROVIDER and IC voluntarily waive the right to have a court determine the enforceability of this Arbitration Agreement. In the event any portion of this Arbitration Agreement is deemed unenforceable, then such portion will be modified or, if modification is not possible, stricken to the extent necessary to allow enforcement of this Arbitration Agreement, and the remaining provisions will remain in full force and effect.
- d. **CLASS AND COLLECTIVE ACTION WAIVER. THIS ARBITRATION AGREEMENT PROHIBITS THE ARBITRATOR FROM CONSOLIDATING THE CLAIMS OF OTHERS INTO ONE PROCEEDING. THIS MEANS AN ARBITRATOR SHALL HEAR ONLY INDIVIDUAL CLAIMS AND IS PROHIBITED FROM FASHIONING A PROCEEDING AS A CLASS OR COLLECTIVE ACTION OR AWARDING RELIEF IN SUCH A PROCEEDING.** Any question or dispute concerning the scope or validity of this Paragraph shall be decided by a court of competent jurisdiction and not the Arbitrator. Should a court determine that this Paragraph is invalid for any reason, LOGISTICS PROVIDER and IC hereby waive any right to arbitration of a class or collective action and instead agree and stipulate that such claims will be heard only by a judge.
- e. **ATTORNEYS' FEES AND ARBITRATION COSTS.** Each party will pay the fees for its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. Costs incidental to the arbitration, including the cost of the Arbitrator and the meeting site ("Arbitration Costs"), will be borne by LOGISTICS PROVIDER and IC equally, unless otherwise required by applicable law. Any dispute regarding a party's obligation to pay Arbitration Costs will be determined by the Arbitrator. In the event IC contends that, as a matter of law, it is not responsible for payment of any Arbitration Costs, IC will have no obligation to pay any portion of the contested Arbitration Costs until, and only if, the Arbitrator determines that IC is responsible for the costs. If necessary, for arbitration of the dispute, LOGISTICS PROVIDER agrees to cover the amount of the Arbitration Costs contested by IC until such time as the Arbitrator determines payment responsibility. If the Arbitrator determines that IC is responsible for any amount of the Arbitration Costs already paid by LOGISTICS PROVIDER, IC will remit payment of that amount to LOGISTICS PROVIDER within 30 days of the Arbitrator's determination.
- f. **POST-ARBITRATION PROCEDURES.** Within 30 days of the close of the arbitration hearing (which period may be extended by stipulation of the PARTIES), any party will have the right to prepare, serve on the other party, and file with the Arbitrator a post-arbitration brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies will be limited to those that would be available to a party in his or her or its individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Agreement. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and

conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of the PARTIES. A court of competent jurisdiction will have the authority to enter a judgment upon the award made pursuant to the arbitration.

g. **OPT-OUT PROVISION.** If IC does not want to be subject to this Arbitration Agreement, IC may opt out by notifying LOGISTICS PROVIDER in writing of IC’s desire to opt out of this Arbitration Agreement, which writing must be delivered either (1) by email, stating IC’s name and expressing IC’s intent not to be subject to this Arbitration Agreement, to zach@dashdelivery.net or (2) by letter dated, signed and submitted by U.S. Mail or hand delivery to LOGISTICS PROVIDER at P.O. Box 4334, Medford, OR 97501. In order to be effective, the writing must (1) clearly indicate IC’s intent to opt out of this Arbitration Agreement, and (2) be sent (if delivered via email), post-marked (on the envelope containing the signed writing, if delivered by U.S. Mail), or delivered (if delivered by hand) within 30 days of the date this Arbitration Agreement is signed by IC (“Effective Date”). IC’s writing opting out of this Arbitration Agreement will be filed with a copy of this Arbitration Agreement and maintained by LOGISTICS PROVIDER. Should IC not opt out of this Arbitration Agreement within the 30-day period, IC and LOGISTICS PROVIDER will be bound by the terms of this Arbitration Agreement. **A UNILATERAL ELECTION BY IC TO OPT OUT WILL NOT RESULT IN TERMINATION OF ANY OTHER AGREEMENT BETWEEN LOGISTICS PROVIDER OR IC OR ANY FORM OF PENALTY, RETALIATION, OR DISADVANTAGING OF IC BY LOGISTICS PROVIDER.**

h. **RIGHT TO CONSULT WITH AN ATTORNEY.** IC has the right to consult with private counsel of IC’s choice with respect to any aspect of, or any claim that may be subject to, this Arbitration Agreement.

16. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes all previous agreements between the parties. Any additions or changes shall be in writing signed by an authorized representative of LOGISTICS PROVIDER and IC. LOGISTICS PROVIDER shall have the right to assign its rights and delegate its duties under this Contract. IC shall not have the right to assign its rights and to delegate its duties under this Contract, as its services are personal.

17. Signature. This Contract may be signed and is enforceable by electronic signature and facsimile.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the date first indicated above.

LOGISTICS PROVIDER:

INDEPENDENT CARRIER:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Zachery A Woody _____

Name: _____