

KENNEDY BROTHERS LOGISTICS, INC.
1393 NC 241 Hwy
Pink Hill, NC 28572
Tel. 910 298 6446 Fax. 910 298 6060 Email mail@kbitrucking.com

Carrier Profile and Required Information

This checklist will assist us to pay you correctly and know which loads are suitable to your operation.

- ___ CC/DOT Authority ___ Workman's Compensation or Hold Harmless
- ___ DOT Safety Rating ___ Signed Broker/Contract Carrier Agreement
- ___ Trailer Interchange ___ Insurance Certificate listing your Cargo & Auto
- ___ W-9 TIN

Carrier Name: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Make Check Payable to: _____

Remit to address: If different from above City _____ State _____ Zip _____

Authorized Name: _____
(Print)

Equipment Type

Vans _____ Flats _____ Length
48 _____ 53 _____

Hazmat Yes ___ No ___ Teams: Yes ___ NO ___ Drop Trailers Yes ___ No ___

Email Address _____

I, the undersigned, am responsible for my own workman's compensation insurance. I continue to hold Kennedy Brothers Logistics, Inc. harmless from providing me with workman's compensation insurance on all past, present, and future shipments of freight which I transported or will transport for Kennedy Brothers Logistics, Inc.

*This confirms that I am not an employee of Kennedy Brothers Logistics, Inc.

Authorized Signature _____ **Date** _____

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BROKER/CONTRACT CARRIER AGREEMENT

Agreement made and entered into between Kennedy Brothers Logistics, Inc. (MC 541496-B), Pink Hill, NC hereinafter referred to as "Broker" and _____

A Contract Carrier engaged in the business of transporting property.

1. Broker shall during the term of this agreement, offer to the "Contract Carrier" a minimum of four (4) shipments for the movement of general and/or exempt commodities, rates to be negotiated by the parties at the time each such contract is offered.
2. The Contract Carrier authorizes the broker to invoice and collect from the shipper, consignee or other responsible payer all applicable freight charges due on loads moved by the Contract Carrier on behalf of the Broker. Payment to the broker as authorized by this agreement shall relieve such shipper, consignee or other payer of any liability to the independent contractor of such charges.
3. Broker shall pay each independent contractor submitted for services rendered hereunder not more than 14 days after presentation, provided such invoice is accompanied by all necessary shipping documentation, to include delivery receipts.
4. The Contract Carrier must submit all paperwork pertaining to the load required for payment within 10 calendar days. Failure to do so will result in the loss of reimbursements for some items such as lumpers, tolls, etc.
5. The Contract Carrier will provide Broker with evidence of public liability insurance for not less than \$1,000,000 and cargo insurance in a principal amount not less than \$150,000. The Contract Carrier will also provide evidence of workmen's compensation insurance or provide a hold harmless agreement in lieu of it. The Broker shall be designated as Certificate Holder of each policy of insurance.
6. The Contract Carrier shall be solely and exclusively liable for all cargo loss, damage shortage, or claim arising from the transportation of any commodities under the terms of this agreement. The Contract Carrier shall also be solely and exclusively liable for all legal liability claimed or arising from the transportation of any commodities under the terms of this agreement.
7. In the event the Contract Carrier chooses not to maintain a minimum requirement for cargo damage of \$150,000.00 the Contract Carrier is totally responsible for the balance between his insurance protection and the amount of damages up to \$150,000.00. The Contract Carrier will be liable for all cargo damages up to \$150,000.00.
8. All equipment and/or driver utilized by the Contract Carrier under the terms of this Agreement shall comply with those standards as are established by the Federal Motor Carrier Safety Regulations, 49cfr 390-399.
9. This Agreement shall be effective for initial term of one (1) year commencing on the date signed by the parties. Thereafter, this Agreement shall automatically renew for successive one (1) year unless cancelled earlier by either party upon thirty (30) days written notice of its intention to cancel. "in the event of such cancellation the independent contractor shall not solicit any Broker customer or Carriers, whether directly for a period of not less than fifteen (15) months after such cancellation becomes effective.
10. It is mutually agreed that the Carrier's common Carrier tariff rates do not apply to this Agreement, and that all shipments made under this Agreement are transported under the Carrier's Contract Authority. Rates and charges for traffic moved under this Agreement shall be agreed upon between the parties as evidenced by the attached "Rate Confirmation."

11. Independent contractor shall not solicit traffic from any shipper, consignor, consignee, or customer or broker where:

The availability of such traffic first became known to independent contractor as a result of broker's efforts, or the traffic of the shipper, consignor, consignees or customer of the Broker was tendered to the independent contractor by the broker. If the independent Carrier breaches this agreement and "back-solicits" the Broker's customer, and obtains traffic from such customer, the Broker then is entitled, for a period of fifteen (15) months after the involved traffic begins to move, to a commission from the independent contractor of 10% of the transportation revenue received on the movement of the traffic.

12. Carrier agrees to follow all FMCSA, DOT and all individual state regulations.

By Tom McMahon, Human Resource Dir. Dated this _____ day of _____ of 20_____.
Representative
Kennedy Brothers Logistics, Inc.

Authorized Signature _____ Fed ID# _____

Contract Carrier _____

KENNEDY BROTHERS LOGISTICS, INC.

1393 NC Highway 41 Pink

Hill, NC 28572

910-298-6446

Fax 910-298-6060

TRAILER INTERCHANGE AGREEMENT

THIS AGREEMENT is entered into by and between Kennedy Brothers Logistics, Inc ("Carrier ") and _____ (User").

In consideration of the mutual undertakings of the parties hereto, as set forth herein, it is agreed that User may interchange owned, leased or controlled trailers ("Equipment") subject to the following terms and conditions.

1. **Equipment.** The term Equipment as used herein shall refer to any trailers owned, leased, or controlled by Carrier.
2. **Points of Interchange.** The specific points of interchange shall be at the points mutually agreed upon between the parties. At the time of interchange, an authorized representative of each party shall execute, in multiple copies, as the parties may require, an Interchange Receipt and Inspection in the form and manner prescribed by Carrier.
3. **Use and Return.** User agrees that the Equipment will be utilized only for transportation to complete promptly and expeditiously the motor vehicle movement and return the Equipment to Carrier in the city and at the terminal where received, unless otherwise specified by Carrier. User shall be responsible for the safe and timely return of the Equipment to Carrier, ordinary wear and tear excepted. User agrees not to interchange Equipment obtained from Carrier hereunder with third parties.
4. **User's Responsibilities.** User shall accept responsibility for all owner operators and their leased power units as if they were User's own employees and vehicles. Proper identification on tractors is mandatory and is an obligation of the User. User shall have complete control and supervision of such Equipment, and such Equipment shall be operated under its authority while in its possession, and Carrier shall have no right to control the detail of the work of any employee or agent operating or using said Equipment during such time. Any person operating, in possession of, or using said Equipment after parties hereto sign an Inspection Report and until proper form is signed returning the Equipment to Carrier, is not the agent or employee of Carrier for any purpose whatsoever.
5. **Taxes.** User shall bear the cost of all federal, state, or municipal taxes, fines, fees, or charges levied or imposed or arising out of the use of the Equipment while in its possession, until its proper return to Carrier.
6. **Indemnification.** User agrees to indemnify, defend and hold Carrier harmless from and against any and all loss, damage, liability, cost or expense, including but not limited to, attorney's fees, suffered or incurred in connection with injuries or death of any person, or loss of or damage to any property, arising out of use, operation or maintenance of said Equipment until such Equipment has been returned to Carrier and receipt issued therefor. The obligations assumed by User pursuant to this paragraph shall apply regardless of any contributing act or omissions, whether negligent or not, on Carrier's part.
7. **Insurance.** Before commencing any work hereunder, User shall procure, and shall thereafter maintain in force during the period of this Agreement, all of its own insurance, with insurance companies satisfactory to Carrier, covering all of the work and services to be performed hereunder by User and each of its subcontractors:

- a) User agrees to maintain for the duration of this Agreement, insurance coverage for owned and hired automobile liability including bodily injury and property damage, with coverage of at least **\$1,000,000.00** combined single limit or the equivalent.
 - b) User agrees to maintain for the duration of this Agreement, insurance coverage for physical damage insurance for loss or damage to Equipment while in the care, custody and/or control of the User. Such coverage may be written on an actual cash value basis per unit, but in no event less than **\$70,000.00**.
 - c) User agrees to maintain for the duration of this Agreement, insurance coverage for cargo loss insurance for loss and damage to lading contained in the Equipment while in the care, custody and/or control of the User. Such coverage shall be in the minimum amount of **\$150,000.00**.
 - d) All certificates of insurance must provide Carrier a minimum of thirty (30) days' notice of cancellation.
8. **Charges.** User agrees to pay Carrier charges as set forth in Exhibit "A", attached hereto, for each day or portion thereof Equipment interchanged hereunder is in User's possession. Carrier will bill User for said charges on a monthly basis. User must submit billing disputes to Carrier within thirty (30) days of invoice date. In the event User fails to pay all uncontested amounts due within thirty (30) days of invoice date, this Agreement shall be subject to immediate suspension by Carrier without formal notice to User.
9. **Maintenance of Equipment.** Ordinary maintenance and other service adjustments on Equipment, tires excluded, occasioned by ordinary use will be:
- a) Absorbed by the User when costs thereof do not exceed \$50.00, exclusive of service charge.
 - b) Billed to and borne by Carrier in its entirety when costs thereof would exceed \$50.00; provided, however, that Carrier's authorization is obtained prior to commencement of repairs when the costs thereof is estimated to exceed \$100.00. Carrier will not be responsible for any other consequential costs. Bills against Carrier for ordinary maintenance of Equipment shall be tendered within thirty (30) days from the date the repairs were completed, unless otherwise agreed upon.
10. **Tires.** Carrier shall furnish Equipment with tires and tubes of proper size at the time of interchange. Thereafter, until the Equipment is returned to Carrier, repairs to tires and tubes shall be made by and at the expense of User. When an unserviceable tire or tube is replaced, it must be with a new tire/tube or newly recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. User shall return the blown-out or unserviceable tire to Carrier.
11. **Damage or Loss to Equipment.** The User shall be responsible for all damages and losses, occurring while in its possession, to the Equipment of Carrier. In the event of total loss of Equipment, User shall pay to Carrier the commercial value of the trailer at the time it was interchanged.
12. **Dispute Resolution.** If any suit shall be brought against either party and a judgment recovered which such party will be compelled to pay and the other party shall, under the provisions of this Agreement, be solely liable therefore, such other party on demand shall promptly repay the party paying the same all money which it (the party paying the same) is required to pay, including damages, costs, fees, or other expenses. Neither party shall be bound by any judgment at law or in equity against the other party unless it has had reasonable notice from such other party requiring it to appear in an action or suit and make defense thereto for its own account or jointly with the other party. If such notice shall have been given by either party to the other party and the party receiving the same shall fail to appear and make defense, thereupon it shall be bound by the judgment or decree in the suit. In the event any charge due hereunder remains unpaid more than sixty (60) days from invoice date and Carrier thereafter refers collection of such charge to an attorney, User agrees to pay, in addition to said charge, an amount equal to 25% of said charge to represent attorneys' fees and collection expenses.

13. Miscellaneous. The laws of the State of _____ shall govern this Agreement in all of its aspects, including execution, interpretation, performance and enforcement. This Agreement together with all exhibits shall constitute the entire agreement between the parties, and no oral amendment or modification thereof shall be permitted.

14. Term and Termination. This Agreement is in effect from the date shown herein and shall continue to in effect until terminated by either party giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party. Any Equipment in possession of the User on the date of termination must be returned to Carrier within seventy-two (72) hours. If Equipment is not returned by User and it becomes necessary for Carrier to have the Equipment returned, User shall bear all expenses for return of Equipment.

IN WITNESS WHEREOF, this Trailer Interchange Agreement is executed between the parties as of the _____ day of _____, 20____.

CARRIER USER

By: _____ By: Tom McMahon, Human Resource Dir.
Printed Name _____ By: Tom McMahon, Human Resource Dir.

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Email: mail@kbitrucking.com

SCAC: KDDT

Tax Identification Number: 54-2166534

Motor Carrier Number: 571496-B

Property Broker's Surety Bond Number: Liberty National Finance Corp.

Account Number: 20111545

CREDIT REFERENCES

Banking

BB&T

375 South Front Street

New Bern, NC 28560

Telephone: 252-638-7190

House of Raeford

253 Butterball Road

Wallace, NC 28466

Telephone: 910-285-2349

Gloria Simpson

Butterball LLC

One Butterball Lane

Garner, NC 27529

Telephone: 800-523-7190

Michelle Blank

Villari Brothers

1012 Hwy 117 South

Warsaw, NC 28398

Telephone: 910-293-2157

Rocco Villari

CARRIER TRADE REFERENCES

Rankin Truck Brokers

159 Point South Drive

Yemassee, SC 29945

Telephone: 800-329-4306

Ricky Rankin

Cooke Transportation Services

1759 S. Andy Griffith Parkway

Mt. Airy, NC 27030

Telephone: 800-579-3897

Kevin Barrowman

W. G. Frazier & Son, Inc. P.O.

Box 1364

Spring Branch, Tx 78070

Telephone: 800-292-5440

Mark Frazier

Kennedy Brothers Logistics, Inc.

Transportation Policy Agreement

Thank you for booking freight with Kennedy Brothers Logistics, Inc. Please review, sign, and return this transportation policy/agreement signature page.

Communication

- Drivers are required to call Dispatch for all information pertinent to their assignment 910-298-6446
- Drivers must call/email their arrival/departure times concerning their assignment

Kennedy Brothers Logistics Office Hours are: 8:00-5:00 PM EST Monday- Friday. Dispatch is available 24 hours daily.

Pick-up and Delivery

- Drivers must arrive 30 minutes prior to time of their appointment with a FRESHLY WASHED OUT and CLEAN trailer. Trailer must be pre-cooled to temperature as instructed.
- Shipper will provide transit set point temperature.
- Drivers must have enough hours of service free to arrive on time for loading and meet their delivery appointments.
- Carrier s must contact Kennedy Brothers Logistics with ALL delivery exceptions; Carrier s/driver must request and have approval for all OS&D before leaving customer location.

Driver Responsibility

- Drivers must check in under Kennedy Brothers Logistics, Inc.
- Drivers must seal load after each delivery.
- Stops may change at time of loading. Delivery appointments are on the BOL.
- Drivers/Carrier s are responsible to report load changes to Kennedy Brothers Logistics, Inc.
- All OS&D concerns NOT reported at time of delivery may result in a claim.

Accessorial

- Layovers: case by case decided by Kennedy Brothers Logistics.
- Detention: NOTIFICATION must be made 30 minutes prior to incurring detention prior to the 2 hours free time.
- Truck ordered but not used: case by case decided by Kennedy Brothers Logistics.
- Lumper/Unloading fees are reimbursed.

Accidents, Seal Integrity, and Reefer Breakdowns

- Kennedy Brothers Logistics, Inc. policy/procedure for ALL incidents during transportation by CARRIER S:
1) Any accident that results in the driver being detained for 2 or more hours
2) Violation of Seal Integrity
3) Reefer breakdowns that result in any delays.

Reporting Procedures

When any of the above incidents occur, Kennedy Brothers Logistics, Inc. must be notified immediately. The following information is required in reporting:

- Shipment Number
- Origin and Destination
- Nature of Accident
- Current location of equipment

- Product integrity
- Projected recovery plan

Inclement Weather

Kennedy Brothers Logistics, Inc. recognizes there are certain conditions that occur throughout the United States that may cause unsafe driving conditions and we recognize that in these specific cases it is best for the Carrier s to re-route or wait for driving conditions to improve.

Carrier s that encounter these conditions and are shut down for more than 2 hours and the shutdown will cause the load to be delivered after the time of appointment or receiver's hours of operation, the Carrier must contact Kennedy Brothers Logistics, Inc. immediately.

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